TERMS AND CONDITIONS
for Companies participating in the Network

1. **Grant of Rights:**

   a. Taboola grants Company a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free right during the Term to access and use (a) the Platform (including Recommendations) and any associated APIs, code, or software (including any updates and enhancements) on the Properties as described above and as mutually agreed between the Parties, and (b) Taboola's proprietary analytics dashboard (the "Analytics Dashboard") solely for purposes of tracking performance of the Platform and reviewing the analytics associated with the Properties. For clarity, during the Term, Company shall have the right to use, to the extent made available at scale to other digital properties, the code for Taboola Read More ("Taboola Read More"), which truncates the Property article and replaces the removed text with a "Read More" button and the Platform implemented directly below, until a user clicks on the "Read More" button, which will cause the article to expand and the Platform to appear directly below the end of the full article. During the Term, Taboola may also offer Company the right to use certain experimental features that are made available on a test basis ("Beta Features"), which Taboola may modify or remove at any time. Taboola may modify any feature, for reasons that it believes, in its sole discretion, are necessary to comply with any applicable law, self-regulatory rule or principle, or consumer disclosure standard or best practice.

   b. In addition, during the Term, where applicable, Taboola hereby grants Company a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right to copy and use the SDK with mobile application Properties, solely to serve Recommendations as set forth herein. Company shall not (a) copy, modify, or adapt the SDK or any technology therein, or (b) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the SDK or any technology therein.

   c. Company grants Taboola the right during the Term to (i) place the Platform and Taboola Sponsored Content (and any associated APIs, code, software, or cookies involved in providing the Services) on the Properties, and to crawl the Properties (either directly or through a third party) and to interact with the Platform for the purposes of developing, optimizing, and serving Recommendations through the Services; (ii) track and analyse the performance of the Services (either directly or through a third party); (iii) conduct tests on how Visitors interact with the Properties or Recommendations to facilitate maintenance and optimization of the Services; (iv) conduct automated A/B tests of different variations of the Platform on up to fifteen percent (15%) of Company's traffic; (v) drive traffic to the Properties by including Company in "Taboola News", (which name Taboola reserves the right to change at its sole discretion at any time) whereby it will link or recommend the Company Content and Properties in any platform that is implemented on third party digital properties on which Taboola has the right to serve Recommendations (x) directly to the Properties or (y) first to a page containing a preview of the Company Content wherefrom Visitors can click through to the Properties (provided that notwithstanding the Compensation set forth in Section IV above, Company accepts and acknowledges that its inclusion and use of the Content in Taboola News under the aforementioned conditions (even if said Content is the subject of any intellectual property right or related right in favor of the Company) shall not give rise to any specific remuneration, given the Compensation set forth herein and the fact that the purpose of such inclusion and use is to generate traffic to the Properties. Thus, Company shall not be compensated for any advertising revenue generated by or pageviews of the Platform served to Visitors accessing the Property through Taboola News and Taboola shall keep 100% of the Gross Revenue derived from the Platform during any Taboola News Session. For clarity, no pageviews of the Platform during a Taboola News Session shall be counted as a Recommendation Pageview. For purposes of this clause, a "Taboola News Session" is the duration of a visit to the Property by a Visitor who arrives to such Property through Taboola News; Taboola shall have the right to use, and to grant third parties who have implemented Taboola News on their properties or devices the right to use, Company's name and logo); and (vi) purchase programmatic demand on Company's behalf to provide the Services. Taboola may use Company's name and logo when referring to Taboola's customers in Taboola marketing materials.

   d. To the extent that the Parties agree, at any time during the Term, that Taboola will integrate Company Licensed Content into the Feed, Company grants Taboola the right to either (i) load the Company Licensed Content code (e.g., JavaScript or HTML code); (ii) move the Company Licensed Content into the Feed; or (iii) build the Feed around or on top of the Company Licensed Content (e.g., a wrapper). In addition, as it relates to the container or unit that holds the Company Licensed Content, Company grants Taboola the right to (w) move its location; (x) reduce the size or hide it entirely; (y) add a scroll bar; and (z) add a "Show More" button with an attribution to Taboola.

   e. **Ownership:** As between the Parties, Taboola owns all rights in and to the Services and Taboola's Confidential Information (as defined below), and Company owns all rights in and to the Properties, the Company Content, and Company's Confidential Information. Company is not required to provide any feedback or suggestions to Taboola. To the extent Company does provide any such feedback or suggestions, Company hereby grants to Taboola and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right, and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit all such feedback and suggestions without restriction. As between the Parties, each Party owns all data that such Party collects. As to Taboola, such data may include, without limitation: information collected from Visitors when viewing Recommendations (such as web or app behavior, browser information, or cookie data that may be read or deployed by Taboola); IP addresses; and mobile device information, IDFAs and Android Ad IDs (as applicable). The foregoing shall further include any reports created, compiled, analyzed, or derived by a Party with respect to such viewing. Taboola's data collection practices are reflected in its privacy policy, which Taboola recommends that Company review from time to time.

2. **Platform Terms of Use:**

   a. Throughout the Term, Company agrees (i) to implement the Platform via JavaScript integration on the Properties, and (ii) the Platform will be, at a minimum, displayed on all pages of the Properties and maintained in the same location and alongside the same page elements, as mutually agreed between the Parties.

   b. Company will include a clear and conspicuous advertising disclosure along with a hyperlinked attribution to Taboola in a form that has either been provided by Taboola or approved by Taboola.

   c. Company will not implement the Platform on any Properties that contain, or publish in any publication connected to the Properties, any material or content that is, or that may reasonably be considered: illegal, unlawful, or infringing under any applicable laws (including, without limitation, content that infringes a third-party copyright, trademark, patent, or trade secret), in violation of relevant economic sanctions or trade restrictions, pornographic, profane, promotional of illicit drugs

and drug paraphernalia, (including but not limited to, recreational and prescription drugs), gambling-related (unless legal in the location offered), fake or deceptive, libelous, defamatory, invasive to privacy, violent, threatening, discriminatory (racially, ethnically, or otherwise), in breach of confidence or any other right of any third party, or lacking in necessary authorizations, approvals, consents, or licenses. Nor will Company implement the Platform on any Properties containing, or publish in any publication connected to the Properties, content designed to promote hatred of any societal group based on, but not limited to, ethnicity, race, religion, sexual orientation, gender or trans-gender status, or designed to harass, offend, shock, or cause or promote harm to any individual (including, without limitation, by promoting "doxing"). Taboola reserves the right to remove the Services from the Properties if Taboola deems, in its sole discretion, , that Company has violated the foregoing.

d. The Platform will not be used on Properties that are directed to Visitors under the age of sixteen (16) and Company will not enable the provision of any information to Taboola from a user that Company knows (such as through use of an age-gating feature) has identified him/herself as being under sixteen (16).

e. Company shall not (i) reverse engineer, decompile, or disassemble the Services (including, without limitation, any SDK Technology); (ii) copy, modify, or adapt the Services; (iii) modify, change, edit, amend, truncate, alter, override, bypass, or reorder any aspect of the Services; (iv) place the Platform in an iFrame or in a container; (v) add its own code to the Platform; (vi) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Services; (vii) use the Services in a manner that threatens the integrity, performance, or availability of the Services; or (viii) redirect, block, or impede Visitors' engagement with the Services once they click on a Recommendation; or (ix) minimize, remove, cover or otherwise inhibit the full and complete display of the Platform.

f. Company shall not copy, crawl, index, cache, or store any information derived by the Services.

g. Company shall not attempt to access or use the Services in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or to extract data from the Analytics Dashboard for commercial purposes.

h. Upon Taboola's approval in writing (email shall be sufficient), Company shall be permitted to use a third party (a "Vendor") solely to implement and manage use of the Platform on Company's Properties as permitted in this Agreement, provided that (a) Company shall remain liable to Taboola under the terms of the Agreement, including for Vendor's actions, and (b) Vendor is under confidentiality obligations at least as restrictive as the one hereunder, and, upon Taboola's request, Company must provide a copy of any such confidentiality agreement. In addition, Company shall not permit Vendor's to (i) use any of the information provided by Company for purposes other than those described hereunder (ii) to mediate Taboola Sponsored Content or (iii) intervene with the Platform or Platform UI in any way. Company shall remain fully liable for any unauthorized use or misconduct by Vendor.

i. Company shall not generate clicks on Recommendations or generate Recommendation Pageviews (as defined below) through any automated, deceptive, fraudulent, invalid, incentivized, or other means that are designed to generate clicks or Recommendation Pageviews that are not the willing actions of Visitors who possess an independent, genuine desire to engage with the content that appears on the Properties.

j. Company will not engage in any action or practice that disparages or devalues Taboola (or its affiliates) or the Services.

k. Company shall not use or authorize the use of the Services on any website or mobile application that is not listed as a Property herein, except as expressly permitted in writing by Taboola (email shall be sufficient). In the event that Company does so, Taboola may, in its discretion, deny or recoup any payments as to any such non-authorized website or mobile application) and/or terminate this Agreement.

l. Company will declare Taboola as an authorized seller of Company's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the ads.txt file on Company's root domain. The Taboola Ads.txt Code will be provided to Company upon implementation of the Platform. Taboola reserves the right to require the update of the Taboola Ads.txt Code on the Properties from time to time and Company agrees to reasonably comply with any such request by Taboola.

m. Company shall uphold best transparency practices by ensuring that each of its Properties contains meaningful and accurate contact information (including, but not limited to, Company's legal entity name, mailing address, and working phone number and email address) in either a footer or relevant contact page so that Users may contact Company directly about Company Content.

n. Upon termination, it shall be Company's obligation to remove any pixels, tags, or scripts provided by Taboola. Taboola shall have no Liability (as defined below) related to or arising out of Company's failure to do so.

3. **Exclusivity:** Taboola will be Company's exclusive Services provider during the Term. Accordingly, Company will not engage any third party, including, without limitation, any of Taboola's competitors or their affiliates (including, without limitation, AdBlade, AdYouLike, Apester, CoNative (DefineMedia), Connatix, Content.Ad, ContentClick, Crowdignite, Dianomi, Digiteka, Distroscale, Earnify, EngageYa, Facebook Audience Network, Google Content Recommendations (including Google Traffic Multiplex), Inform, Kargo, Ligatus, Media.net, MGID, Microsoft Audience Network, Midas Network, Minute.ly, Nativery, Nativo, OpenWeb, Outbrain, Phoenix, Plista, Polar, Postquare, Qwertize, RevContent, Sekindo/Primis, Sharethrough, Showheroes, Teads, Tout, TripleLift, Union Media, VDO.AI, Verizon Media Group (including Gemini and Verizon Media Native, and any of its subsidiaries, brands, or affiliated companies), Viafoura, Virool, Vuble, Yahoo Gemini, WhizzCo, YieldMo, ZergNet, and Zinc by Zedo) to make Recommendations, play video advertisements, or provide a content recommendation service that is similar to the Services on any properties owned or operated by Company, including, without limitation, the Properties. In addition, Company will not use any services provided by Outbrain (or its parent or any of its subsidiaries or affiliates), directly or indirectly, at any time during the Term (except that Company shall be permitted to buy traffic from Outbrain). It is understood and agreed that the Company shall be deemed to be in breach of the foregoing exclusivity clause should it keep the Service on the Properties but divert all of its traffic to a new website. Company acknowledges that the restrictions set forth in this Paragraph 4 are essential to Taboola's business and that any breach of the foregoing exclusivity provision will cause irreparable harm and significant injury to Taboola for which money damages will be inadequate. Accordingly, in addition to any other rights or remedies Taboola may have, Taboola shall have the right to obtain an immediate injunction to enjoin any breach or threatened breach of this provision of this Agreement, without having to post a bond or other security, and, where it is a prevailing Party, shall be entitled to receive its reasonable attorneys' fees.

4. **Privacy and Data Protection**

a. **Privacy Definitions.** In this Section, the following terms shall have the following meanings:

i. "**Applicable Privacy Laws**" means all applicable international, national, federal and state data protection and privacy laws, including (in respect of EU Personal Data) EU Privacy Law as applicable to the processing of Personal Data in the European Union);

ii. "**Controller**" means an entity that determines the purposes and means of processing Personal Data;

iii "**EU Privacy Law**" means: (a) prior to 25 May 2018, EU Directive 95/46/EC and any applicable national legislation implementing it; (b) from 25 May 2018 onwards, EU Regulation 2016/679 (the "General Data Protection Regulation") and any applicable national legislation made under or pursuant to it; and (c) EU Directive 2002/58/EC and any applicable national legislation implementing it; in each case as amended or superseded; and

iv "**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b. **Role of the Parties.** Taboola acknowledges that Company is a Controller of Personal Data relating to its Visitors. Company acknowledges that Taboola shall also be an independent Controller of Personal Data that it processes about Visitors to provide its Services (both to Company and to Taboola's other digital properties). In no event shall the Parties process Personal Data that they each collect about Visitors as joint Controllers.

c. **Compliance.** Each Party, as an independent Controller of the Personal Data it processes about Visitors, shall comply with its responsibilities under Applicable Privacy Laws. In particular, each Party shall process Visitors' Personal Data only for purposes that have been properly notified to Visitors (in accordance with paragraph (d) below) and shall ensure that it has a lawful basis for processing Visitors' Personal Data consistent with the requirements of Applicable Privacy Laws and any necessary consents obtained from Visitors.

d. **Transparency**. Each Party shall, at all times during the Term, comply with its respective published privacy and cookie policies and disclosures. Each Party shall ensure that its website (and as to Company, each Property) includes prominently posted privacy and cookie policies that describe in a legally sufficient manner the Personal Data it collects, how it uses and shares such Personal Data, and how users and Visitors can opt-out of such use in accordance with Applicable Privacy Laws. Specifically, Company agrees that:

i. as to its web-based Properties, Company's Privacy Policy shall describe use of cookies and unique identifiers by third-parties (i.e. Taboola), for interest-based advertising and analytics (on and off the Properties), and shall provide a link to either the NAI's industry opt-out page at www.networkadvertising.org, the DAA's industry opt-out page at http://aboutads.info, or (as to European web-based media and data collection) a link to the EDAA opt-out link at http://www.youronlinechoices.eu, in a manner that meets the requirements of EU Privacy Law;

ii. as to mobile app-based Properties, Company's Privacy Policy shall describe the use on its mobile apps of SDKs and collection of mobile ad identifiers for interest-based or cross-app advertising and analytics (on and off the Properties); and provide a description of how users and Visitors may opt out of the collection of mobile data for cross-app advertising through device settings.

iii. for its EU-facing Properties, Company shall ensure that it obtains the Visitors' freely given, specific, informed, and unambiguous consent in accordance with EU Privacy Law, with respect to placing or accessing any Taboola cookies or any other unique identifiers on the users' and Visitors' device(s).

e. **Not Legal Advice.** During the Term, Taboola may provide recommended privacy policy or disclosure language to Company. Company acknowledges that it shall not rely on such recommended language as, or as a substitute for, legal advice and that Company itself is solely responsible for any disclosures in its privacy policy or on its website.

f. **Security.** Each Party shall implement appropriate technical and organizational security measures to protect Visitors' Personal Data from accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access, consistent with the requirements of Applicable Privacy Laws.

g. **Cooperation.** If either Party receives any enquiry, complaint or correspondence (a "Notice") from an individual, regulator or other third party concerning the processing of Visitors' Personal Data in connection with the Services, it shall promptly inform the other Party and the Parties shall cooperate in good faith and as reasonably necessary to address the requirements of such Notice.

h. **International Data Transfers.** Neither Party shall process (nor permit any third party to process) any Personal Data relating to EU Visitors in a territory that is outside of the European Economic Area unless it first implements appropriate safeguards consistent with the requirements of EU Privacy Law to enable such processing to occur lawfully outside of the European Economic Area.

5. **Representations and Warranties;**

a. **Company Representations.** Company further represents and warrants that (i) it either owns and operates the Properties or otherwise has the full right and authority to grant the rights granted hereunder; (ii) the Company Content is either owned by Company or properly licensed; (iii) the Properties, the Company Content, and Taboola's use of the Properties or the Company Content will not infringe upon the rights of any third party; (iv) as it relates to the Company Licensed Content, it has the full right and authority to grant the rights granted herein and such grant does not violate the terms of any agreements it has with any third party; (v) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to the laws of the United States, Israel, or any other jurisdiction whose laws are applicable to the performance of this Agreement; (vi) it will comply with all applicable laws and regulations in its performance of this Agreement, including with respect to the use of the Services, and including but not limited to economic sanctions and export control laws and regulations of the United States, Israel, and, as applicable, other jurisdictions; and (vii) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Taboola. Company shall ensure that each of its mobile applications included as Properties complies with any applicable Apple/iOS and Android rules, guidelines or requirements, and any agreements into which Company has entered with such platform entities. Company shall further ensure that any signal or flag indicating that an end user has opted its mobile ad identifier out of cross-app or interest-based advertising (e.g., an "LMT=1" signal) is communicated to Taboola (except where such identifier is either not delivered to Taboola or obfuscated, in which case such obligation shall not apply).

b. **Taboola Representations and Disclaimers.** Taboola further represents and warrants that the Platform will be provided in accordance with the terms set forth herein. THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY TABOOLA. TABOOLA PROVIDES THE SERVICES "AS IS." TABOOLA EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL BETA

FEATURES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR OBLIGATIONS OF ANY KIND. ANY USE BY COMPANY OF BETA FEATURES IS SOLELY AT COMPANY'S OWN RISK.

6. **Relationship of the Parties:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Company and Taboola. Except as otherwise specifically set forth herein, neither Party will (i) represent itself to be a partner, employee, representative, or agent of the other Party; or (ii) enter into any agreement on the other Party's behalf, in the other Party's name, or otherwise bind the other Party to any agreement or obligation.

7. **Indemnification:**

Company shall indemnify, defend, save and hold harmless Taboola and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against all Losses resulting from, arising out of, or related to (i) Company's breach or alleged breach of any of Company's representations, warranties, or agreements herein; (ii) a claim that the Properties or any of its content or the Company Content violates a third-party trademark, trade secret, copyright, patent, or privacy right, or any applicable law or rules; or (iii) a claim that Company did not comply with its Privacy Policy.

8. **Limitation of Liability:**

a. This Paragraph 8 of these Terms and Conditions prevails over all of this Agreement and sets out the entire Liability (as defined in Paragraph 8.g below) of Taboola, and the sole and exclusive remedies of Company, in respect of: (i) performance, non-performance, purported performance, delay in performance, or mis-performance of this Agreement, the Service, or of any services in connection with this Agreement; or (ii) otherwise in relation to this Agreement or entering into this Agreement.

b. Neither Party shall exclude or limit its Liability for: (i) its fraud; or (ii) death or personal injury caused by its Breach of Duty (as defined in Paragraph 8.g below); or (iii) any other Liability which cannot be excluded or limited by applicable law.

c. Subject to Paragraph 8.b above, neither Party shall accept and hereby excludes any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.

d. Subject to Paragraph 8.b above, Taboola shall have no Liability in respect of any: (i) indirect or consequential losses, damages, costs or expenses; (ii) loss of actual or anticipated profits; (iii) loss of contracts; (iv) loss of use of money; (v) loss of anticipated savings; (vi) loss of revenue; (vii) loss of goodwill; (viii) loss of reputation; (ix) ex gratia payments; (x) loss of business; (xi) loss of operation time; (xii) loss of opportunity; or (xiii) loss of, damage to or corruption of, data; and in respect of each preceding case, whether or not such losses were reasonably foreseeable or that Party or its agents had been advised of the possibility of the other Party incurring such losses. Company hereby agrees that (ii) to (xiii) above apply whether such losses are direct, indirect, or consequential.

e. Subject to Paragraph 8.b above, the total aggregate Liability of Taboola in respect of a claim under or in connection with this Agreement or the Service shall be limited to the greater of: (i) £10,000 or (ii) 110% of the total sums paid and total other sums payable, in aggregate, to Company under this Agreement in the six (6) month period preceding the last of the events giving rise to that claim.

f. The limitation of Liability under Paragraph 8.e above has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

g. In this Paragraph 8 of these Terms and Conditions: (i) "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution, or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including, without limitation, liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract); and (ii) "Breach of Duty" means the breach of any obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract.

9. **Confidentiality:** During the Term, either Party may receive (the "Receiving Party") certain information and materials concerning the other Party's business, technology, customers, and products that are confidential and of substantial value to the other Party (the "Disclosing Party"). The Receiving Party will not use or disclose to any third party the Disclosing Party's Confidential Information (as defined below) except as necessary for the performance of this Agreement or for enforcement of its terms in the event of a breach; the Receiving Party may make such disclosure only to those individuals who are bound by confidentiality obligations at least as restrictive as those set forth herein (provided that the Receiving Party hereby agrees that it shall be responsible for any violation of the terms of this Agreement by such third parties). The Receiving Party will protect and preserve the Confidential Information as confidential, using no less care than it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except as necessary to carry out its obligations under this Agreement. The foregoing obligations will not restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party (a) pursuant to a court order from a court of competent jurisdiction, an administrative agency, or other governmental body, provided that the Receiving Party, to the extent permitted by law, gives reasonable prior written notice to the Disclosing Party so that it may contest such order and, in the event that disclosure is required, only discloses the portion of Confidential Information that its legal counsel advises is legally required; (b) pursuant to a regulatory investigation or enforcement or in response to any governmental agency request; or (c) to any existing or potential investors, acquirers and financiers as part of a due diligence process. The foregoing shall also not restrict Taboola from disclosing Company's contact information in response to any claim that the Properties or the Company Content infringes upon, violates, or misappropriates any third party Intellectual Property Rights. The "Confidential Information" consists of (a) any technical information or plans concerning the Services, the Platform, or any software or other technology of Taboola or the Properties; (b) any financial information of the Company; (c) other information disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or should reasonably be assumed to be confidential under the circumstances; and (d) the content of this Agreement. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is rightfully obtained by the Receiving Party from a third party that has no duty of Confidentiality to the Disclosing Party.

10. **Choice of Law:** This Agreement (and all non-contractual relationships arising out of or related to it) shall be governed by and construed in accordance with the laws of England. The Parties hereby submit to the exclusive jurisdiction of the English courts. If either Party hereto breaches any of the terms of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any reasonable legal fees, costs, and expenses incurred to enforce this Agreement against the breaching Party.

11. **Taboola's Provision of Services:** Company acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual property rights in and to the Platform and the Services, and that Taboola is just an authorised reseller and distributor of the Platform and the Services. Accordingly, Company understands and agrees that Taboola.com Ltd. will provide the Platform to Taboola for purposes of licensing and distribution by Taboola in the provision of

its Services, and will perform certain other backend services on behalf of Taboola. Company hereby consents to Taboola's delegation of the performance of some of the Services hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.

12. **Force Majeure:** Taboola shall not be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, any prohibition, admonishment, encouragement or restriction by any government or other legal authority that affects this Agreement and is not in force on the date of this Agreement, lockouts, failures of the Internet, shortages of or inability to obtain energy, raw materials, or supplies, war, terrorism, riot, or acts of God.

13. **Miscellaneous:** This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding the subject matter herein, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Agreement shall operate to limit or exclude any Liability for fraud or for representations as to fundamental matters.The failure of either Party to enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that Party's right. Taboola may waive, modify, or amend any provision of this Agreement from time to time at its sole discretion. Should any section or part of a section within this Agreement be rendered void or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been severed and deleted.