

**TABOOLA EUROPE LIMITED.  
UTILITY AGREEMENT  
TERMS AND CONDITIONS**

**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 SDK, code, or software (including any updates and enhancements) on the Properties and (b) Taboola's proprietary analytics and management dashboard ("Taboola Backstage") solely for purposes of tracking performance of the Recommendations and reviewing the analytics associated with the Properties. 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. If applicable, during the Term, Taboola hereby grants Company a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right to copy and use then-current version of the SDK (including any related documentation as may be updated by Taboola from time to time) solely to serve Recommendations in a manner that complies with the technical and implementation requirements provided under this Agreement or informed by Taboola from time to time. If Taboola makes available any upgrades, patches, enhancements, or fixes for the SDK ("Updates"), such Updates will become part of the SDK. Company shall implement the Updates at least once each quarter. Taboola may permanently or temporarily stop providing any features within the SDK, or support for the SDK, at Taboola's sole discretion.
- c. Company grants Taboola the right during the Term to (i) serve the Recommendations (and any associated SDK, code, software, or cookies involved in providing the Services) on the Properties, and to interact with the Recommendations 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; and (iv) conduct automated A/B tests of different variations of the Platform on up to fifteen percent (15%) of Company's traffic. With prior written approval by Company, Taboola may use Company's name and logo when referring to Taboola's customers in Taboola marketing materials.
- d. **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 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 behaviour, or cookie data that may be read or deployed by Taboola); IP addresses; hashed email addresses (if made available); and mobile device information, IDFAs, and GAID or AAID (as applicable). The foregoing shall further include any reports created, compiled, analysed, 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, the Platform will be displayed, and the Recommendations will be served on the Properties according to the Traffic Commitment.
- 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 and shall not permit the Third Party Utility Owners to implement the Platform on any Property that contain 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 or permit the Third Party Utility Owners to implement the Platform on any Property containing 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").
- d. Taboola reserves the right to remove the Services from any Property that it deems, in its sole discretion, to violate the foregoing. Furthermore, Taboola reserves the right to terminate this Agreement at any time during the Term, at Taboola's sole discretion, in case Advertisers block the Company's Properties as a result of the Properties' own content or user experience.
- e. The Platform will not be served 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 himself/herself as being under the age of sixteen (16).
- f. Company shall not and shall not permit the Third Party Utility Owners to (i) reverse engineer, decompile, or disassemble the Services (including, without limitation, any SDK technology, if applicable); (ii) copy, modify, or adapt the Services; (iii) modify, change, edit, amend, truncate, alter, override, bypass, or reorder any aspect of the Services; (iv) add its own code to the Platform; (v) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Services; or (vi) use the Services in a manner that threatens the integrity, performance, or availability of the Services.
- g. Company shall not and shall not permit the Third Party Utility Owners to (a) copy, modify, or adapt the SDK or any technology therein, or (b) distribute, rent, lease, sublicense, sell, assign, loan, or otherwise transfer the SDK or any technology therein. In addition, Company shall not and shall not permit the Third Party Utility Owners to (i) use the SDK to create or facilitate the creation

of any product or service that is competitive with the Service or Taboola, including connecting to any other platform or to any third party server using the SDK, or (ii) combine the SDK with other software such that Company restrict, impede, circumvent, compromise, impact the functionality of or charge for access to the SDK.

- h. Company shall not and shall not permit the Third Party Utility Owners to copy, index, cache, or store any information derived by the Services.
- i. Company shall not and shall not permit any Third Party Utility Owners to attempt to access or use the Services in an unauthorised manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or to extract data from Taboola Backstage for commercial purposes. Company shall protect its Taboola Backstage account and any usernames, passwords, verification codes, and any other account access or authentication information associated with the account against any unauthorised access and use, and will take full responsibility for Company's own, and any authorised or unauthorised third party use thereof.
- j. Company shall not and shall not permit any Third Party Utility Owners to generate clicks on Recommendations or generate Impressions (as defined below) through any automated, deceptive, fraudulent, invalid, incentivised, or other means that are designed to generate clicks or Impressions that are not the willing actions of Visitors who possess an independent, genuine desire to engage with the content that appears on the Platform.
- k. Company shall not and shall not permit any Third Party Utility Owners to use or authorise the use of the Services on any mobile application that is not authorised to serve, 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-authorised mobile application.
- l. Company will or will cause the Third Party Utility Owners to declare Taboola as an authorised seller and Taboola's demand partners as authorized resellers of Company's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the relevant ads.txt file. 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 from time to time and Company agrees to reasonably comply with any such request by Taboola.
- m. Upon termination, it shall be Company's obligation to remove any pixels, tags, or scripts provided by Taboola. Taboola shall have no liability related to or arising out of Company's failure to do so. To the extent that Company continues to display the Platform beyond the Term of this Agreement, Company will be compensated at 50% of the Adjusted Gross Revenue.

### 3. **Compensation:**

- a. For each month of the Term, Company shall receive the Compensation set forth in Section II above, provided that it is not in breach of this Agreement as of the date that payment is due, as set forth in Paragraph 3(b) hereof. For avoidance of doubt, upon Company's breach of this Agreement, it shall not be entitled to receive any Compensation from Taboola, including for any revenue that may have been generated prior to the date of the breach but may not yet have been remitted to Company as of the date of the breach. Company shall not be compensated for any unauthorised implementation of the Platform, for any implementation of the Platform that makes it impossible to click or track clicks, or for any fraudulent or invalid clicks, traffic, or Impressions (as defined below). Traffic shall be deemed fraudulent or invalid if (i) it does not convert above a certain threshold as determined by Taboola in its sole discretion; (ii)

Company's Properties result in low post-click performance; or (iii) the Impressions are the result of transfers or referrals of Visitors by a third-party traffic source and result in a monthly click-through rate that is less than fifty percent (50%) of the click-through rate experienced by the remainder of the Impressions that occurred on the Properties during the same month.

- b. All payments shall be remitted to Company in the currency set forth in Section 1 above within forty-five (45) days after the end of the calendar month in which that revenue was generated, provided that Company has registered and continues to be registered with Taboola's payment services company, Payoneer. For clarity, Company shall be solely responsible for compensating the Third Party Utility Owners. Notwithstanding anything to the contrary herein, Company agrees that Taboola may, without prejudice to any other rights it may have, offset any liability owed by Company to Taboola under this Agreement, or any other agreement, with any liability owed by Taboola to Company. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Company waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Company. Company is responsible for providing accurate payment information, including, but not limited to, the correct entity name. Once Taboola releases payment in accordance with the payment information provided by Company, Taboola is relieved of its payment obligations.
  - c. **Forfeiture of Payment.** To ensure proper payment, Company is solely responsible for providing and maintaining accurate contact and payment information associated with Company's account. Failure to comply shall result in delay or forfeiture of Company's due payment, as follows: Company shall forfeit payment after three consecutive unsuccessful payment attempts to Company's given bank account.
  - d. **Taxes.** Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments received by it under this Agreement. Compensation payable by Taboola to Company hereunder is exclusive of all national, state, or local sales taxes, use taxes, or value added taxes. For clarity, Taboola will not be liable for the payment hereunder of any amount beyond the Compensation set forth above.
  - e. **Definitions.** *Impressions:* Each unique time the Platform is rendered on the Properties as determined by Taboola and reported on Taboola Backstage, and shall not include any impressions that are not human-initiated. *Adjusted Gross Revenue:* All net advertising fees paid by Advertisers to Taboola for placements of Platform on the Properties, and applicable taxes thereon ("Gross Revenue"), minus processing fees of ten percent (10%) of Gross Revenue, which is assessed to reimburse Taboola for various costs, including without limitation, credit card processing fees, collection costs and defaults, operational costs, serving costs, charge-backs, deductions, reversals, or credits and refunds to Advertisers. *App:* A Company's iOS, Android, or Windows computer program that is designed to run on Mobile or Tablet devices. Company acknowledges that any analytics provided in Taboola Backstage are estimates and will only be finalised fourteen (14) days after the conclusion of any calendar month.
4. **Exclusivity:** During the term, Taboola will be Company's exclusive Services provider on any properties owned or operated by Publisher, including, without limitation, the Properties. In addition, Publisher will not use any services provided by Outbrain, Revcontent, Verizon Media Group (including Verizon Media Native, and any of its subsidiaries, brands, or affiliated companies), Zergnet, MGID, Media.net, Content.Ad, and Dianomi (or their parent or any of their subsidiaries or affiliates), directly or indirectly, at any time during the Term (except that Publisher shall be permitted to buy traffic from Outbrain, Revcontent, Verizon Media Group, Zergnet, MGID, Media.net,

Content.Ad, or Dianomi). 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. Company further agrees that in the event of a breach of the foregoing exclusivity clause, Company shall pay to Taboola, as liquidated damages and not a penalty, an amount equal to: (i) Taboola's monthly Adjusted Gross Revenue realised from Company for the Properties to which the breach applied for the immediately preceding three (3) months (or less if the breach occurred earlier than three months into the Term) times (ii) the number of months remaining in the then-current Term, it being agreed that actual damages in each such circumstance will be uncertain and difficult to measure, and that the amount provided is a reasonable measure.

## 5. **Privacy and Data Protection:**

a. **Privacy Definitions.** In this Paragraph 5, 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 re 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: (aa) EU Regulation 2016/679 (the "General Data Protection Regulation") and any applicable national legislation made under or pursuant to it; and (bb) 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 on behalf of itself and on behalf of the Third Party Utility Owners is a Controller of Personal Data relating to its Visitors. Company on behalf of itself and on behalf of the Third Party Utility Owners 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 publishers). 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 5.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 that 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 the use of cookies, unique identifiers, and non-cookie technologies 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 <http://www.networkadvertising.org>, the DAA's industry opt-out page at <http://www.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; and
  - 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.
- 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 unauthorised disclosure or access, consistent with the requirements of Applicable Privacy Laws.
- g. **Cooperation.** If either Party receives any inquiry, complaint or correspondence (a "Third Party 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 Third Party 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.

## 6. **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 Properties and Taboola's use of the Properties will not infringe upon the rights of any third party; and

(iii) it will comply with all applicable laws and regulations in its use of the Services. Company shall ensure that each of its or Third Party Utility Owner's mobile applications complies with any applicable Apple/iOS and Android rules, guidelines, or requirements and any agreements into which Company has entered with such platform entities, and that it will not cause Taboola to be in violation of any terms from 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 PARAGRAPH 6.b 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. TABOOLA ALSO DISCLAIMS RELIANCE BY COMPANY ON ANY REPRESENTATION OTHER THAN IN THIS AGREEMENT, WHETHER THE REPRESENTATION IS ORAL OR WRITTEN, CONCERNING OR RELATING TO (1) THE QUALITY, PERFORMANCE, OR RATE OF SUCCESS OF THE PLATFORM OR SERVICE, (2) COMPANY'S COMPENSATION, OR (3) COMPANY'S OBLIGATION TO MAKE TABOOLA ITS EXCLUSIVE PROVIDER OF THE SERVICE DURING THE TERM. 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.

7. **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.

8. **Indemnification:**

a. Except for that which Company indemnifies Taboola, Taboola shall indemnify, defend, save and hold harmless Company and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against any and all third-party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, the "Losses") resulting from, arising out of, or related to: (i) Taboola's breach or alleged breach of any of Taboola's representations or warranties set forth in Paragraph 6.b; (ii) a claim that the Platform, and the Recommendations violate a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises solely due to the combination of the Platform with a Property. If the Platform or Services are held in a suit or proceeding to infringe any intellectual property rights of a third party, and the use of such Platform or Services is enjoined, or Taboola reasonably believes that it is likely to be found to infringe or likely to be enjoined, then Taboola may, at its sole cost, expense, and option either (a) procure the right to continue using such Platform or Services, or (b) modify such Platform or Services so that it becomes non-infringing without affecting the basic functionality of such Platform or Services; provided, however, that if (a) and (b) are not practicable, Taboola may, in

its sole discretion, terminate this Agreement with respect to such Platform or Services by giving Company thirty (30) days written notice (email shall be sufficient). Taboola's obligations as stated in this Paragraph 8.a are Company's sole remedy and Taboola's sole liability arising out of or relating to infringement claims.

b. 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 violate a third-party trademark, trade secret, copyright, patent, or privacy right; or (iii) a claim that Company did not comply with its Privacy Policy.

c. The Parties agree that in claiming any indemnification hereunder, the Party claiming indemnification (the "Claimant") shall (i) promptly notify the other Party in writing of the claim; (ii) grant the indemnifying Party sole control of the defense (except that the Claimant may, at its own expense, assist in the defense); and (iii) provide the indemnifying Party, at the indemnifying Party's expense, with all assistance, information, and authority reasonably required for the defense of the claim. In no event shall the indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s) without the prior written consent of the Claimant.

9. **Limitation of Liability:** IN NO EVENT SHALL (a) TABOOLA BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES; OR (b) TABOOLA'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE ACTUAL AMOUNTS PAID BY TABOOLA TO COMPANY IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE SERVICE, COMPANY'S COMPENSATION, OR OTHERWISE, BEYOND ONE (1) YEAR FROM THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION ON WHICH SUCH CLAIM OR ACTION IS BASED.

10. **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 Publisher's contact information in response to any claim that the Properties or the Publisher 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 Publisher; (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.

11. **Choice of Law:** This Agreement will 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.
12. **Assignment:** The rights and obligations of each Party hereunder shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that, except as expressly provided herein, this Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other Party (which shall not be unreasonably withheld), except that: (a) either Party may assign this Agreement to another member of its corporate group, or to an acquirer of all or substantially all of such Party's business, whether directly or indirectly by merger, share purchase, asset acquisition, operation of law, or otherwise, without the other Party's prior written consent; and (b) Taboola may assign this Agreement, without Publisher's consent, to its parent company or any of its affiliates or subsidiaries. Further, in the event that a portion or all of Company's business is sold or transferred (whether directly or indirectly, by merger, share purchase, asset acquisition, operation of law, or otherwise), concurrently with such sale or transfer, Company shall require any purchaser or transferee of all or such any portion of its business that will own a Property to agree to be bound by Company's rights and obligations under this Agreement in their entirety with respect to such business or portion thereof.
13. **Taboola's Provision of Services:** Company acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual

property rights in and to the Services, and that Taboola is just an authorised licensor and distributor of the Services. Accordingly, Company understands and agrees that Taboola.com Ltd. will provide the Services 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.

14. **Publicity:** Taboola shall have the right to issue a press release announcing its relationship with Company.
15. **Force Majeure:** Neither Party will 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, labour 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, pandemics, war, terrorism, riot, or acts of God.
16. **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. 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. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorised representative of each Party or is presented by Taboola electronically via Taboola Backstage or otherwise and accepted by Company by clicking on "I Accept" or similar language. 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. Paragraphs 1.d, 8-11 and 16 of these Terms and Conditions shall survive the termination of this Agreement. Each Party agrees that this Agreement may be executed by electronic signature. Electronic execution of this Agreement by a Party is intended to authenticate this writing and have the same force and effect as a manual signature. Neither Party may challenge the authenticity or validity of this Agreement on the basis that it was signed electronically.

