TERMS AND CONDITIONS TO DISTRIBUTING CONTENT ON THE TABOOLA NETWORK

Pursuant to these Terms and Conditions to Distributing Content on the Taboola Network (the "Terms"): (a) Taboola shall distribute Advertiser's content (*e.g.*, Advertiser's landing page URLs, headlines, thumbnail images, or videos) (the "Advertiser Content") via Taboola's content recommendation distribution platform (the "Platform") on Taboola owned or third party websites, digital properties , apps, utilities, platforms, operating systems, notifications or devices with or on which Taboola or its affiliates have a relationship or the right to serve advertisements (each, a "Taboola Property" collectively the "Taboola Network") in order to generate Impressions (as defined below) or drive traffic to Advertiser's designated landing page URLs (the "Service"), and (b) Advertiser shall compensate Taboola for the Service pursuant to the parameters agreed to by the parties. These Terms shall govern the relationship between Advertiser and Taboola for any orders to run Advertiser Content on the Taboola Network (each a "Campaign") as authorized by Advertiser, whether such authorization is granted via the attached insertion order (the "Insertion Order"), additional insertion orders, email, Taboola's analytics platform (the "Analytics Dashboard"), or otherwise, and they represent the parties' common understanding for doing business (the "Agreement"). All references to "Agency" herein shall only be applicable to the extent that Advertiser is acting through an agent and all references to Advertiser shall include Agency, if applicable. All capitalized terms not otherwise defined herein are defined in the Insertion Order into which these Terms are incorporated by reference.

1. **Grant of Rights**:

   a. Advertiser grants Taboola a limited, revocable, non-exclusive, royalty-free right and license to (i) access, index, host, compress, crop (if applicable) or make adjustments to extent necessary to fit the desired inventory, and otherwise use the Advertiser Content and Campaign information under Advertiser's agreed media plans set forth in the Insertion Order (the "Agreed Media Plans") including the budget values (the "Media Budget") to recommend Advertiser Content on the Taboola Network until such time that the amount due to Taboola for the distribution of such Campaign reaches the Media Budget set forth by Advertiser in any insertion order or in the Analytics Dashboard and (ii) use Advertiser Content, Advertiser's name, logo, trademarks, and any other proprietary content provided by Advertiser (x) in connection with the recommendation of Advertiser Content and (y) for Taboola's own marketing purposes in referring to Advertiser as a client, and such use shall be subject to Advertiser's standard trademark and content usage guidelines and quality review, if any, as provided to Taboola. Advertiser further grants Taboola the right to write a case study regarding Advertiser's use of the Service.

   b. Taboola grants Advertiser a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free right during the term of the agreement to access and use the Analytics Dashboard solely for purposes of managing Advertiser's Campaigns and reviewing the analytics associated with Advertiser's Campaigns. Advertiser understands and agrees that Advertiser is solely responsible for its own actions in the Analytics Dashboard, if Advertiser chooses to use Taboola's Campaign Management feature, and Advertiser will keep its account passwords and login information confidential, and it will be responsible for all activity and payments owed under its account. Taboola will not review Advertiser's activity and Taboola is not responsible or liable for (and will not grant any credits for) any mistakes made by Advertiser in the managing of its own Campaign. Advertiser acknowledges that any analytics provided in the Analytics Dashboard are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month in which a Campaign has run (each a "Campaign Month"). In addition, Advertiser understands and agrees that Advertiser is responsible for: (i) its use of any artificial intelligence ("AI") software or technology made available to Advertiser through the Service (the "AI Tools"), and (ii) any images or content Advertiser generates using the AI Tools (the "AI Generated Content").

   c. Except as otherwise specifically set forth herein, the grant of the foregoing licenses does not confer on either party any other proprietary rights, titles, and interests relating to patents, copyrights, trademarks, trade dresses, trade secrets, algorithms, know-how, mask works, droit moral (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including, without limitation, all applications and registrations therefore and all rights to apply for any of the foregoing (the "Intellectual Property Rights").

2. **Advertiser's Content**: Taboola reserves the right to (i) reject or remove any Advertiser Content, (ii) pause any Campaign, (iii) restrict Advertiser's access to the Analytics Dashboard, or (iv) cap Advertiser's Media Budget in any given Campaign Month, if Taboola determines, in its sole discretion, that Advertiser, Advertiser's Content, or the content on Advertiser's landing page does not comply with Taboola's Advertising Policies, with any applicable law, regulation, or other judicial or administrative order, or may bring disparagement, ridicule, pecuniary loss, or reputational harm upon Taboola. To the extent Taboola makes any optimization suggestions to the Advertiser with respect to Advertiser's Content, Taboola shall not own, or be liable to the Advertiser or any third party for such suggestions and related material, the Advertiser will remain solely liable for the Advertiser's Content, as specified hereunder. Upon receipt of written notice from Advertiser, Taboola agrees to use commercially reasonable efforts to ensure that Advertiser Content is not recommended on any specified Taboola Property that Advertiser deems objectionable. Advertiser shall not attempt to gain access to the accounts of other Taboola customers or to extract data from the Analytics Dashboard for commercial purposes. Advertiser acknowledges and agrees that the AI Generated Content shall constitute Advertiser Content for the purposes of this Agreement.

3. **Campaign Details**:

   a. Payment Models: Pursuant to a signed insertion order, the parties will agree to one of the following payment models for each Campaign, except that only video Advertiser Content will be eligible to be paid on a CPM, vCPM, or CPCV model (each as hereinafter defined): (i) *Cost per Click ("CPC"):* Advertiser pays Taboola each time a visitor to a Taboola Property (a "Visitor") clicks on Advertiser Content. A click will be counted each time a Visitor clicks on Advertiser Content as measured and reported in Taboola's tracking logs (the "Click"), which are available to Advertiser anytime on the Analytics Dashboard; (ii) *Cost per Thousand Impressions ("CPM")*: Advertiser pays Taboola for each Advertiser Content impression and, in the case of video Advertiser Content, once a video ad has started to play (*i.e.*, the first frame). An impression will be counted each time Advertiser Content is displayed on a Taboola Property (the "Impression"); (iii) *Cost per Thousand Viewable Impressions ("vCPM")*: Advertiser pays Taboola only for viewable Impressions and, in the case of video Advertiser Content, a video ad is deemed viewable when at least fifty percent (50%) of its pixels appear on-screen for at least two (2) consecutive seconds; and (iv) *Costs per Completed View ("CPCV")*: Advertiser pays Taboola each time a Visitor views video Advertiser Content until Completion. Completion occurs when: (1) a Visitor views video Advertiser Content until the end of the video; (2) the video Advertiser Content runs for at least thirty (30) seconds; or (3) the Visitor clicks on the video Advertiser Content. CPCs, CPMs, CPCVs, vCPMs are dynamic (i.e. they might be adjusted in order to effectively compete for a particular ad placement). Except as otherwise set forth herein, all of the foregoing payment models are inclusive of all costs associated with running a Campaign on the Taboola Network, including, without limitation, all data, tech, ad serving, brand safety, Agency discounts and rebates, auction costs and demand side platform fees.

   b. Video Bandwidth Fees: For Impressions of any video Advertiser Content that is 6MB or larger, invoices shall reflect a "Video Bandwidth Fee", at a rate equal to five cents per gigabyte served ($0.00005/MB) (or its equivalent in the currency of Hong Kong). For example, if 1000 Impressions of an 8MB video Advertiser Content file were served hereunder, the Video Bandwidth Fee with respect that file would be $0.40 (i.e. 1000 Impressions * 8MB * $.00005).

c. Data Fees: For any audience data segments based on inferred Visitor interests or demographics ("Data Segments") that Advertiser uses to target its Advertiser Content, invoices shall be inclusive of a "Data Fee". Where Advertiser employs such Data Segments, the following restrictions shall apply:

i. Advertiser shall not cache the Data Segments in a manner that would permit Advertiser to re-use them (or any functional equivalent or model of them);

ii. Advertiser shall not resell the Data Segments; and

iii. Advertiser shall not associate the Data Segments with any personal information, such as a first or last name, street address, email address, phone number, or other identifier of a natural person.

iv. Advertiser shall not utilize the Data Segments in violation of any applicable law (including, if applicable, the Fair Lending Act).

d. Agreed Media Plans: Advertiser may change the Agreed Media Plans for a particular month, a portion of a month, or on a going-forward basis at any time on 48 hours' written notice, by either (i) sending an email to the Taboola representative who has been designated as the Campaign manager for Advertiser's account (the "Taboola Account Manager") or replying to an email from the Taboola Account Manager to confirm the change and the period during which it shall be in effect, or (ii) using the Campaign Management dashboard in the Analytics Dashboard. Advertiser acknowledges and agrees that Taboola does not guarantee how often it will recommend any Advertiser Content or that the number of Clicks during any period will fully exhaust Advertiser's Media Budget. Notwithstanding anything to the contrary, Taboola has the right to set price floors or require a minimum CPC for bidding on the Taboola Network. For purposes of clarity, the Media Budget shall be in the U.S. Dollars, unless otherwise agreed to in a separate writing between the parties.

e. Third-Party Trackers: Advertiser, with Taboola's prior written consent (email shall be sufficient) may, either on its own or by asking a Taboola Account Manager, implement third party trackers (i.e. pixel or tags) to track impressions of or Clicks on the Advertiser Content. Advertiser agrees that Taboola will not cover, credit or reimburse any data collection management ("DCM") fees incurred by Advertiser for the use of third-party trackers. Further, If Advertiser elects to have a Taboola Account Manager implement the third-party trackers on its behalf, Advertiser remains solely responsible for the Taboola Account Manager's actions. Any issues resulting from the third-party trackers, including the resulting DCM fees, must be handled by the Advertiser and the third-party.

f. Reporting: Taboola's measurements regarding Clicks, Impressions, and Video Completions, if applicable, are the definitive measurements under this Agreement and will be used to calculate the amounts due to Taboola hereunder.

4. **Invoices**: Advertiser acknowledges that any analytics provided in the Analytics Dashboarde or over email are estimates, and will only be finalized within fourteen (14) days of the conclusion of each Campaign Month, at which time, Taboola shall send Advertiser an invoice setting out the charges for such Campaign Month and the balance due. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Advertiser waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Advertiser. Payments may be made via wire, ACH or credit card, as mutually agreed between parties. Taboola, in its sole discretion, may require a prepayment of the Media Budget for any Campaign Month (the "Campaign Prepayment") from Advertiser before distributing the Advertiser's Content until such time as Advertiser has established a credit history with Taboola. Advertiser shall pay each invoice within thirty (30) days of the conclusion of each Campaign Month. Any late payments will accrue interest equal to one-and-one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. In addition to any other rights or remedies that Taboola may have, Advertiser's failure to pay any invoices as set forth herein may result in Taboola cancelling or pausing Advertiser's Campaigns. Further, if Advertiser fails to make any payment as set forth herein, Advertiser shall pay all reasonable expenses (including attorneys' fees) incurred by Taboola in collecting such payments. If Taboola agrees to a written request by an Advertiser to send an invoice to a third party on Advertiser's behalf, Advertiser agrees to remain responsible and liable for payment, and if such third party does not pay the invoice within the thirty (30) day payment period, Advertiser shall immediately pay all such amounts to Taboola. In addition, Taboola reserves the right to require immediate payment of any outstanding amounts due if the amount due to Taboola $50,000 (or its equivalent in Hong Kong Dollars) in any given Campaign Month or to impose a credit limit on Advertiser based on Advertiser's credit history, application or any other factors that Taboola deems relevant. For purposes of clarity, all payments shall be made in U.S. Dollars, unless otherwise agreed to in a separate writing between the parties. Any relevant conversion rates shall be determined on the last day of each month, as quoted by Morningstar, at www.morningstar.com. To the extent that Taboola grants Agency an invoice credit or discount, for use in connection with a specific Advertiser, Agency agrees to either (i) pass along such credit or discount to the Advertiser, or (ii) where Agency retains the above credit or discount rather than passing it to the respective Advertiser, Agency shall provide the Advertiser with legally sufficient notice and obtain legally sufficient consent to collect and retain the credit(s) or discount(s). Notwithstanding anything to the contrary herein, Advertiser agrees that Taboola may, without prejudice to any other rights it may have, offset any liability owed by Advertiser to Taboola under this Agreement, or any other agreement, with any liability owed by Taboola to Advertiser.

5. **Taxes**: Taboola may charge any applicable national, state, or local sales or use taxes or value added taxes that Taboola is legally obligated to charge (the "Taxes"). If applicable, Advertiser may provide Taboola with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case Taboola will not charge or collect the Taxes covered by such certificate. In the event that any amount payable by Advertiser hereunder is subject to deduction or withholding for taxes, the amount payable by Advertiser hereunder shall be increased such that the amount received by Taboola equals the amount stated on the applicable invoice. Upon written request, Taboola will provide Advertiser with any forms, documents, or certifications as may be required for Advertiser to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes. If Advertiser to this Agreement is compelled to make any such deduction, it will pay to Taboola such additional amounts as are necessary to ensure receipt by Taboola of the full amount of the payments.

6. **Warranties:**

a. Each party hereto warrants that it has the full power and authority to enter into this Agreement and to consummate the transaction contemplated herein and that the persons executing this Agreement on each party's behalf have the authority to do so. The parties hereto agree to perform any and all lawful additional acts, including without limitation, execution of additional stipulations, agreements, documents, and instruments, as are reasonably necessary or as reasonably requested by any party hereto at any time to effectuate the intent of this Agreement, to satisfy the Terms contained herein, or to give full force and effect to this Agreement.

b. Agency warrants that it has the authority as Advertiser's agent to bind Advertiser to this Agreement, and that all of Agency's actions related to this Agreement are within the scope of such agency.

c. Advertiser warrants that (i) it has all necessary rights, licences, and clearances to enter into this Agreement, to grant the rights granted herein, and to use the Advertiser Content as specified herein, including, without limitation, the Intellectual Property Rights therein; (ii) its Advertiser Content and the content on Advertiser's landing pages will not infringe upon the rights of any third party; (iii) it will comply with and ensure that its Advertiser Content and the content on Advertiser's landing pages shall comply with any and all applicable laws, regulations, guidelines, and other industry standards and practices; (iv) its Advertiser Content and the content on Advertiser's landing pages will comply with Taboola's Advertising Policies, which may be updated from time to time; (v) it will comply with all applicable laws and regulations in its use of the Service, and including but not limited to economic sanctions and export control laws and regulations of the United States and, as applicable, other jurisdictions; (vi) to the extent

that Advertiser utilizes Data Segments, Advertiser will comply with Taboola's Advertiser Data Use Policy; (vii) to the extent that Advertiser sends data to Taboola for audience suppression or targeting purposes or to build custom look-a-like audiences for Advertiser, Advertiser's collection of and instructions on how to use such data will comply with all applicable laws (including, if applicable, the Fair Lending Act), Taboola's Advertiser Data Use Policy, and disclosures made to Visitors; (viii) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to U.S. law or the laws of any other jurisdiction applicable to the performance of this Agreement; and (ix) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Taboola. In addition, Advertiser warrants that all of the business and payment information provided by it to Taboola is true, correct, and accurate and that Advertiser is a valid business entity or individual and not a fictitious or non-existent entity or individual. If Advertiser is a "doing business as" entity, Advertiser agrees that the business entity doing business as Advertiser under this Agreement shall be liable for all of Advertiser's obligations hereunder and that the person executing this Agreement on behalf of Advertiser agrees to be personally bound to the terms of this paragraph and personally liable for any breach thereof.

d. Taboola warrants that: (i) it possesses all of the rights and authority necessary for it to enter into this Agreement and to grant the rights granted herein; and (ii) it will perform its obligations under this Agreement with reasonable skill and care. The foregoing warranties in this Paragraph 6 are the sole and exclusive warranties made by Taboola related to this Agreement. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law, or otherwise, are hereby excluded to the extent permitted by law.

7. **Content and Data Ownership**:

a. As between the parties, Taboola owns all Intellectual Property Rights in the Platform as well as the data that it collects, along with all technology, data, designs and know-how used to deploy it, and Advertiser owns all Intellectual Property Rights in the Advertiser Content and the content displayed on Advertiser's landing pages. Advertiser is not required to provide any feedback or suggestions to Taboola regarding the Service. To the extent Advertiser does provide any such feedback or suggestions for improvement, Advertiser 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 in connection with the Service without restriction.

b. Ownership of Data: Each party shall own all right, title and interest in and to all data (including all passively-collected or machine-readable data, such as data based on browser type and device identifiers) that is collected on or through such party's servers or networks (as to each, "Collected Data"), and such ownership rights include (as to each party) the right to sublicense its respective Collected Data and to create derivative works or modeled data sets and analytics from such Collected Data. In the case of Taboola, Taboola's Collected Data shall include, without limitation: information collected from Visitors when interacting with Advertiser Content or Advertiser's websites (such as landing page or subsequent page visits, Clicks, hashed email addresses, or conversion data). The foregoing shall further include any reports created, compiled, analyzed, or derived by a party with respect to such data. Taboola's data collection practices are reflected in its privacy policy, which Taboola recommends that Advertiser review from time to time.

c. Data Restrictions: Notwithstanding the foregoing ownership provisions, Taboola agrees to not disclose any Campaign-related data to any third party (except for the owners of the Taboola Properties for reporting and analytic purposes) for any commercial purpose on a non-aggregated basis (i.e., in a way that refers specifically to Advertiser, the Campaign, or any Advertiser brand). Further, notwithstanding the foregoing ownership provisions, if Advertiser is using audience targeting, data marketplace audiences, or look-a-like targeting, Advertiser shall not use its Collected Data to reverse engineer, build or rebuild any audiences based on audiences or Data Segments that are made available to Advertiser by Taboola provided that Advertiser may use the Collected Data for purposes of Campaign attribution and analytics, and/or performance metrics.

d. Taboola Pixels: Advertiser may place a Taboola pixel(s) or other tracking technology, as mutually agreed to by the parties, (the "Taboola Pixels") on Advertiser's landing pages. Taboola may update, change, or substitute the Taboola Pixel at any time in its reasonable discretion provided that it does not disrupt the functioning of Advertiser's landing page and serves the same purpose. Taboola will use such Taboola Pixels for operational purposes such as to collect conversion data or hashed email addresses, perform platform analytics, integrate and link data (e.g., to enable Advertiser Content to be targeted in an optimal way), and otherwise optimize the manner in which it collects, segments, or targets the Advertiser Content.

8. **Data Protection**:

a. Privacy: The parties agree that the Taboola Advertiser Privacy Terms located at https://www.taboola.com/policies/media-privacy-addendum/privacy-terms-for-advertisers and as updated from time to time (the "Advertiser Privacy Terms"), are incorporated by this reference into these Terms."

9. **Indemnities**:

a. Except for that which Advertiser indemnifies Taboola, Taboola shall indemnify, defend, save, and hold harmless Advertiser from and against any and all third party claims, damages, fines, penalties, awards, judgments, and liabilities (collectively, the "Losses") resulting from, arising out of, or related to: (i) Taboola's breach of any of Taboola's warranties set forth in Paragraph 6 or (ii) a claim that the Platform violates a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises out of the combination of the Platform with Advertiser Content or the content on Advertiser's landing page.

b. If this Agreement is executed by Advertiser, Advertiser shall indemnify, defend, save, and hold harmless Taboola, the owners of the Taboola Properties, and its and their parents, 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) Advertiser's breach or alleged breach of any of Advertiser's representations, warranties, or agreements; (ii) a claim that Advertiser Content or content on Advertiser's landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights, slanders, defames, or libels any person or entity, or does not comply with any applicable law or regulation; (iii) Advertiser's failure to secure all rights, title, and interest necessary to display the Advertiser Content via the Platform; and (iv) an allegation that Advertiser, Advertiser's Content, content on Advertiser's landing page, or products or goods being advertised in the Advertiser Content violate any applicable law or regulation (collectively, the "Advertiser Claims").

c. Agency will defend, indemnify, and hold harmless Taboola, the owners of the Taboola Properties, and its and their parents, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from Losses resulting from (i) Agency's alleged breach of its covenants, representations, or warranties set forth herein, (ii) claims brought by a third party alleging that Agency has breached its express, Agency-specific obligations, and (iii) the "Advertiser Claims" with respect to any Advertiser on behalf of which Agency has executed this Agreement.

d. The parties agree that in seeking any indemnification hereunder, the party seeking indemnification (the "Claimant") shall (i) promptly notify the other party (the "Indemnifying Party") in writing of the claim triggering the indemnification being sought; (ii) grant the Indemnifying Party sole control of the defence (except that the Claimant may, at its own expense, assist in the defence); and (iii) provide the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information, and authority reasonably required for the defence of the claim. The Claimant will provide the Indemnifying Party with prompt notice of any claim (provided that the failure to promptly notify shall only relieve Indemnifying Party of its

obligation to the extent it can demonstrate material prejudice from such failure) and, at the Indemnifying Party's expense, provide assistance reasonably necessary to defend such 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, which consent shall not be unreasonably withheld or delayed. In addition, any legal counsel sought to be appointed to defend the indemnified claim(s) shall be subject to the prior written consent of the Claimant, such consent not to be unreasonably withheld or delayed.

10. **Limitation and Exclusion of Liability:**

    a. This Paragraph 10 prevails over all of this Agreement and sets out the entire Liability (as defined below) of Taboola, and the sole and exclusive remedies of Advertiser, in respect of: (a) performance, non-performance, purported performance, delay in performance, or mis-performance of this Agreement or the Service hereunder or of any services in connection with this Agreement; or (b) otherwise in relation to this Agreement or entering into this Agreement.

    b. Neither party shall exclude or limit its Liability for: (i) its fraud; (ii) death or personal injury caused by its Negligence (as defined below); or (iii) any other Liability which cannot be excluded or limited by applicable law.

    c. Subject to Paragraph 10.b, neither party shall accept and hereby excludes any Liability for Negligence other than any Liability arising pursuant to the terms of this Agreement.

    d. Subject to Paragraph 10.b, Taboola shall not have 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 Taboola or its agents had been advised of the possibility of Advertiser incurring such losses. Advertiser agrees that (ii) - (xiii) apply whether such losses are direct, indirect or consequential.

    e. Subject to Paragraph 10.b, the total aggregate Liability of Taboola in respect of a claim under this Agreement shall be limited to the greater of (i) £1,000; or (ii) 110% of the total sums paid and total other sums payable, in aggregate, by Advertiser to Taboola under this Agreement in the twelve (12) month period before any claim arises.

    f. The limitation of Liability under Paragraph 10.e 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. Advertiser acknowledges and accepts that Taboola only provides the Service hereunder on the express condition that Taboola will not be responsible for, nor shall it have any Liability directly or indirectly for, any act or omission of Advertiser, its affiliates, or its or their employees, agents, or other contractors, or any third party.

    h. In this Paragraph 10: (a) "Liability" means liability in or for breach of contract, Negligence, 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 "Agreement" shall be deemed to include any collateral contract); and (b) "Negligence" means the breach of any (i) 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, or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

11. **Confidentiality**: Each party shall disclose Confidential Information (as defined below) only to those of its representatives, officers, directors, agents, professional advisors, on-site contractors, and employees, and those of its parents, subsidiaries, and affiliates, who (i) are bound by written restrictions on use and disclosure and other confidentiality protections and (ii) the party believes have a need to know such information as required for the performance of this Agreement or to enforce the terms of this Agreement. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party (a) to enforce the terms of this Agreement; (b) pursuant to a court order from a court of competent jurisdiction or subpoena, provided that the party required to make such a disclosure gives reasonable prior written notice to the other party so that it may contest such order or subpoena and, in the event that disclosure is required, only discloses the portion of Confidential Information that is legally required; (c) pursuant to a regulatory investigation or enforcement; or (d) 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 Advertiser's contact information in response to any claim that Advertiser Content or content on Advertiser's landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights. "Confidential Information" consists of (a) any technical information or plans concerning the Platform or any software or other technology of Taboola; (b) any financial information of the other party; (c) other information disclosed by one party to the other party that is marked as confidential, or should reasonably be assumed to be confidential under the circumstances; (d) the content of this Agreement; and (e) the Agreed Media Plans. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is obtained by the receiving party rightfully from a third party that has no duty of confidentiality to the disclosing party.

12. **Availability of the Service**: Taboola makes no representations regarding the availability of the Service and Advertiser acknowledges and agrees that the Service may be unavailable from time to time due to (i) equipment, software, or service malfunctions; (ii) maintenance and update procedures or repairs; or (iii) causes beyond the control of Taboola or its affiliates, including, without limitation, interruption or failure of telecommunication or digital transmission links, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion, or other failures, and that Taboola shall not be liable for any unavailability caused by any of the foregoing. In addition, Advertiser acknowledges and agrees that Taboola and its affiliates have no responsibility or liability with respect to the operation of the Taboola Properties.

13. **Termination/Suspension**: Advertiser or Taboola may terminate this Agreement (a) for convenience on seven (7) days' written notice at any time or (b) immediately in the event that the other party fails to remedy a material breach of this Agreement within forty-eight (48) hours of its receipt of written notice thereof. In addition, Taboola may terminate this Agreement immediately, without notice, in the event that Advertiser fails to comply with Taboola's Advertising Policies. Advertiser may terminate any Campaign on twenty-four (24) hours' written notice. Taboola may terminate or suspend Advertiser's access to or use of the Service or terminate this Agreement at any time if: (a) in the sole discretion of Taboola, such action is necessary to prevent errors or harm to any system or network, or to limit Taboola's or its affiliates' liability; or (b) Advertiser attempts to access or use the Service in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or use the Service in a way that infringes upon Taboola's, its affiliates' or a third party's Intellectual Property Rights, or the use of automated systems or software to extract data from the Sites for commercial purposes (also known as screen scraping), unless where Advertiser has a written agreement with Taboola particularly to this extent. In the event that Advertiser has made a Campaign Prepayment and Taboola discovers that Advertiser has violated Taboola's Advertising Policies by using non-standard URL redirects to surreptitiously redirect Visitors to landing page content that (i) does not match the landing page content originally submitted to Taboola, and (ii) are not otherwise in compliance with Taboola's Advertising Policies as a result of "cloaking" or other techniques that hide the true destination landing page that a Visitor is directed to from Advertiser's URLs, Taboola shall be entitled to either charge the remaining amount of Advertiser's spend to the credit card maintained on file or retain any Campaign Prepayments made, in which case, Taboola will not refund any such funds.

14. **Choice of Law and Jurisdiction**: Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language. The parties hereto each expressly agree not to commence or maintain any action in any other court or forum in any way relating to or arising out of this Agreement. Notwithstanding the foregoing, in the event of Advertiser's default of its obligations in Paragraph 4 above, Taboola shall have the right, if it so chooses, to commence an action against Advertiser for such default in the appropriate court in the venue and jurisdiction in which Advertiser resides or maintains assets.

15. **Successors and Assigns**: This Agreement, including the rights and obligations of each party hereunder, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, acquirers, successors, and assigns. This Agreement and any rights or obligations hereunder shall not be assigned or delegated (or charged or otherwise encumbered or a trust created in respect of it or them or otherwise transferred or dealt with) without the prior written consent of the other party and shall not be unreasonably withheld or delayed, except that: (a) either party may assign this Agreement to an acquirer of all or substantially all of such party's assets, whether by merger, operation of law or otherwise, without the other party's prior written consent, so long as the acquirer agrees in writing to pay in full any outstanding balance Advertiser owes to Taboola under this Agreement; and (b) Taboola may assign this Agreement, without Advertiser's consent, to its parent company or any of its affiliates or subsidiaries.

16. **Taboola's Provision of the Service**: Advertiser acknowledges that Taboola's group companies (including, without limitation, Taboola.com Ltd.) owns all Intellectual Property Rights in and to the Service, the Platform, and any related technology and that Taboola is just an authorized reseller and supplier of the Service, the Platform, and any related technology. Accordingly, Advertiser understands and agrees that the Advertiser Content will be distributed pursuant to the Service and any related technology Taboola.com Ltd. has authorized for resale to Taboola and that certain other backend services will be performed by Taboola.com Ltd., on behalf of Taboola. Advertiser hereby consents to Taboola's delegation of the performance of some of the Service hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.

17. **Force Majeure**: Neither Advertiser nor Taboola will be liable for delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labour disputes. If Advertiser's ability to transfer funds to third parties has been materially adversely affected by an event beyond Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Taboola, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

18. **Miscellaneous**: This Agreement constitutes the entire agreement and understanding of parties and supersedes and excludes any and all prior or contemporaneous proposals, understandings, agreements, or representations, whether written or oral, with respect to the subject matter of this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Advertiser and Taboola. Advertiser will not represent itself to be a partner, employee, representative, or agent of Taboola. Advertiser will have no authority to enter into any agreement on Taboola's behalf or in Taboola's name or otherwise bind Taboola to any agreement or obligation. 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. The failure of either party to enforce strict performance by the other party of any provision in this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that party's right to do so at any later point. No person who is not a party to this Agreement shall acquire any rights under it or entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to this Agreement its assent to any such term. Accordingly, there are no third party beneficiaries of this Agreement who obtain any rights hereunder. If at any time any provision of this Agreement shall be found by any court or administrative body or competent jurisdiction to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. No click-through, online, purchase order or other terms, entered into before or after the execution of this Agreement, will inform the interpretation of this Agreement, or be or remain binding on the parties, and they shall be void. Preprinted terms in Advertiser purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by Taboola and/or purport to take precedence over this Agreement. If any provision of this Agreement is so found to be invalid, illegal, or unenforceable but would be valid, legal or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid, legal, or enforceable. If the circumstances referred to in the preceding sentence occur, the parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision. Paragraphs 7, 9-11, 14-15, and 18 of these Terms shall survive termination of this Agreement. Electronic signatures on this Agreement shall be as effective and enforceable as originals. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.