

PUBLISHER ONLINE TERMS AND CONDITIONS

Important information - please read carefully: these Publisher Online Terms and Conditions (together with the Attachments (as such term is defined below), the “**Agreement**”) is a legally binding and enforceable agreement between TypeA Holdings Ltd. (“**Company**”, “**Agency**”, “**we**”, “**us**” or “**our**”) and you, a publisher (“**you**”, “**your**”, “**Media Company**”, or “**Publisher**”).

BY CLICKING “ACCEPT” “SIGN UP” “LOG IN” (OR ANY SIMILAR LANGUAGE), AND/OR BY ACCESSING AND/OR USING OUR SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT AND AGREE THAT FROM SUCH POINT ONWARDS YOU SHALL BE TREATED FOR ALL INTENTS AND PURPOSES BY US AS A PUBLISHER. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE OUR SERVICES. IN ADDITION, YOU CONSENT TO THE USE OF ELECTRONIC MEANS AND/OR RECORDS TO PRESERVE YOUR ACCEPTANCE OF THIS AGREEMENT AND STORING INFORMATION RELATED TO THIS AGREEMENT AND YOUR USE OF OUR SERVICES. YOU ALSO AGREE THAT COMPANY MAY PROVIDE YOU WITH NOTICES IN ACCORDANCE WITH THIS AGREEMENT.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such company or entity and its affiliates to the terms and conditions contained herein, in which case the terms “you”, “your”, “Media Company” or “Publisher” shall refer to such company or entity and its affiliates. If you do not have such authority, or if you do not agree to the terms and conditions of this Agreement, you must refrain from accepting this Agreement and may not access and/or use our Services. We recommend saving a copy of this Agreement for your records.

You may not access and/or use our Services if (a) you do not agree to the terms and conditions of this Agreement, and/or (b) you are our direct competitor, as shall be determined at our sole and absolute discretion, unless you received our prior written consent, and/or (c) you accept this Agreement for the sole purpose of analyzing and/or testing its availability, performance or functionality, or for any other competitive purposes.

1. This Agreement sets forth the terms and conditions governing the provisions of:
 - (i) the programmatic media solutions platform for the delivery of Ads to Sites (the “**SSP Services**”) including but not limited to Amazon’s Transparent Ad Marketplace (“**TAM**”) implementation; and
 - (ii) the Software Services (as defined below), each to the extent applicable.

The SSP Services together with the Software Services shall be referred to together as the “**Services**”.

The Services are governed by 4’s/IAB Standard Terms and Conditions Version 3.0 available at: http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf (the “**IAB Terms**”) and are subject to the changes specifically set out herein, as well as the Display Guidelines available at: <https://risecodes.com/wp-content/uploads/2020/12/RiseDisplayGuidelines.pdf> (the “**Guidelines**”).

The SSP Services are governed by the DATA PROCESSING ADDENDUM available at: <https://risecodes.com/wp-content/uploads/2022/05/Rise-Partner-DSA.pdf> (the “**SSP Services DPA**”).

The Software Services are governed by the DATA PROCESSING ADDENDUM available at <https://risecodes.com/wp-content/uploads/2023/08/Software-Services-DPA.pdf> (the “**Software Services DPA**”), and together with the SSP Services DPA shall be referred to together as the “**DPA**”).

The IAB Terms, the Guidelines, the SSP Services DPA, and the Software Services DPA, as may be amended by Company from time to time, shall be referred to together as the “**Attachments**”).

2. Definitions.

- 2.1. The definition of “**Agency**” under the IAB Terms is hereby deleted in its entirety and replaced with the following: “**Agency**” means TypeA Holdings Ltd. acting as a third-party cross platform advertising network.
- 2.2. The definition of “**Site**” under the IAB Terms is hereby deleted in its entirety and replaced with the following: “**Site(s)**” means the site(s) and/or application(s) and/or any digital asset(s) which the Ads are served by.

3. Fraudulent Traffic.

- 3.1. Media Company will not engage in any fraudulent activity including but not limited to automated actions generation and non-human traffic, including bots, spyware, phishing, etc. (each of which shall be deemed “**Fraudulent Activity**”).
- 3.2. Agency shall determine, at its sole discretion, if Fraudulent Activity has occurred based on the determinations of third-party fraud identifiers and/or Agency’s internal analysis, and, in case it has been established that Fraudulent Activity has occurred, Media Company will not be compensated for any actions derived from said Fraudulent Activity. In the event that Agency has found reasonable evidence to indicate that a substantial portion of the Site(s) traffic is Fraudulent Activity, notwithstanding anything to the contrary in this Agreement, it shall be entitled to withhold and/or offset any and all payments due to Media Company, without prejudice to any other actions or remedy available to Agency in equity or applicable rules.

4. Section II(d) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the Guidelines. Media Company will comply with the Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, Media Company and Agency agree that Media Company will obtain contractual representations from its participating network publishers that such publishers will comply with Guidelines on all Network Properties and will provide the remedy specified below to Agency with respect to violations of Guidelines on Network Properties. Should Ads appear in violation of the Guidelines, Advertiser has the right to request in writing that Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads, or not bill Agency for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Agency and Media Company will negotiate an alternate solution. After Agency notifies Media Company that specific Ads are in violation of the Guidelines, Media Company will correct such violation within 24 hours. If such correction materially and adversely impacts the Agreement, Agency and Media Company will negotiate in good faith mutually agreed changes to the Agreement to address such impacts. Notwithstanding the foregoing, Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Guidelines resulting from Ads placed at locations other than the Sites, provided that such placement is not made by Media Company and/or its media partners on Media Company’s behalf. For any page on the Site that consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will ensure that Ads are not placed adjacent to content that violates the Guidelines. Without limitation of the foregoing, in the event that Agency provides written notice

to Media Company that any user-generated content violates the Guidelines, Media Company, will promptly remove such user-generated content.”

5. The following Subsection II(e) shall be added to Section II of the IAB Terms: “1. Media Company and Media Company’s Site(s) shall comply with: (A) the terms and conditions; applicable policies; and the technical specifications; governing participation in the IAB Europe’s Transparency and Consent Framework (respectfully, the “**TCF Requirements**” and the “**TCF**”) applicable to Publishers, as well as have its partners registered with the TCF; and (B) this Agreement. 2. Media Company shall not breach Amazon’s guidelines, policies, or terms and conditions by collecting or using any data obtained through locally shared object technologies, including, flash cookies, browser helper objects, HTML5 local storage, or any other similar technology not exposed via typical browser user controls with regard to its use of TAM. 3. Media Company acknowledges and agrees that by accessing or using the Services provided under this Agreement, it agrees that the Services will enable Media Company to exchange information with Agency, and Agency may collect and receive information about Media Company’s use of the Services and information about its end users, including end user device information, end user’s browsing behavior and other information as more fully described in Agency’s privacy policy located at <https://risecodes.com/video-advertisement-player-privacy-policy/> (“**Device Data**”). Media Company further agrees that in connection with the Services provided under this Agreement and Media Company’s use of the Services, Agency may exchange information that is directly or indirectly collected from Media Company and its end users, including Device Data, with third parties for the purpose of serving personalized and targeted advertisements, measuring the effectiveness of advertisements, and other purposes specified in Agency’s privacy policy. By using and accessing the Services, Media Company shall maintain (without derogating from its other undertakings hereunder), on each of the Sites an easy-to-understand privacy policy that is in compliance with all applicable laws, rules and regulations, and industry self-regulatory guidelines and discloses the use of third-party advertising companies to serve ads on the Sites, which may, directly or indirectly, collect or use information about users and obtain required users consents on their behalf with respect to any collection, use or processing of personal information.
6. Section IV of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Media Company shall be able to access a dashboard where Media Company will be able to view reports regarding, without limitation, the number of impressions, eCPM rates, and estimated revenue, subject to Agency’s sole discretion (the “**Dashboard**”). Media Company acknowledges and agrees that the Dashboard is provided to Media Company for convenience purposes only and Agency is not liable for any unavailability or inaccuracy, temporary or otherwise, of the Dashboard. Media Company acknowledges and agrees that the manner in which the Dashboard reports are generated (the “**Reports**”), including without limitation, the manner in which the payments are calculated and presented therein may be modified and/or altered by Agency at any time without prior notice to Media Company. For the avoidance of doubt, all Reporting and calculations shall be carried out solely based on Agency’s Reports and numbers. Notwithstanding anything to the contrary in this Agreement, Agency shall be entitled to withhold and offset any and all payments due to Media Company, without prejudice to any other actions or remedy available to Agency in equity or applicable rules.”
7. Section V of the IAB Terms is hereby deleted in its entirety and replaced with the following: “(i) Either party may terminate this agreement, for any or no reason, by providing the other party with forty-eight (48) hours’ prior written notice, provided that Agency may terminate any TAM implementation with immediate effect upon notice; (ii) Agency may immediately suspend, partially or totally, temporarily, or permanently, the services under this Agreement and block Media

Company Dashboard or terminate this Agreement, withhold any payment due hereunder to the extent determined by Agency in addition to any other remedies that may be available to Agency under this Agreement and/or any applicable rules, if Media Company engages in any acts prohibited by this Agreement.”

8. Section IX(b) of the IAB Terms is hereby deleted in its entirety and replaced with the following:
“Section IX(b). Reserved”
9. The following Section X(a)(i) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “(i) Media Company’s alleged breach of Section II(d-e), Section XII or of Media Company’s representations and warranties in Section XIV(a).”
The following subsection (iv) shall be added:
“(iv) Media Company or its Affiliates fraud or willful misconduct.”
10. Section XI of the IAB Terms is hereby deleted in its entirety and replaced with the following:
“Excluding the undertaking under Section X(a) or breach or alleged breach of Section II(e) or Section XII(i), in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of the Agreement, even if such party has been advised of the possibility of such damages. Excluding the undertaking under Section X(a), a breach of Section XII, breach or alleged breach of Section II(e), death or personal injury caused by negligence, or fraud, gross negligence or willful misconduct, in no event shall either party’s and/or its representative’s aggregate liability for any claim arising out of or related to this Agreement, to the fullest extent possible under applicable rules, exceed twenty-five thousand U.S. dollars (US\$25,000).”
11. The following changes are made to Section XII of the IAB Terms:
 - 11.1. Subsection (iii) shall be added to the definition of “Confidential Information” and state as follows: “the terms of this Agreement.”
 - 11.2. Subsection XII(i) shall be added: “Media Company (i) shall comply at all times with the terms and conditions imposed by Amazon with regard to its use of TAM (including any data privacy requirements), as may be amended from time to time, (ii) will not use any Frequency Management IDs provided to it by Amazon or Agency for any purpose other than frequency capping (forbidden uses include (without limitation): user or device identification or tracking, ad targeting, measurement, or analytics), and (iii) warrants that it does not have any Sites related to children under the age of 16; and (iv) shall ensure that the bid request is flagged with COPPA = 1 when the user's age is under 16, according to the relevant states.”
12. Section XIV(b) of the IAB Terms is hereby deleted in its entirety and replaced with the following:
“Neither party shall be entitled to assign or transfer the Agreement or any of its rights or delegate any of his obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Agency may assign any of its rights and obligations under this Agreement, without receiving Media Company’s consent: (a) if such assignment is made to any of its affiliates or subsidiaries, provided that Agency will notify Media Company on such assignment; or (b) in connection with any merger, consolidation, change of control or sale of all or a material portion of its assets. Any unauthorized assignment or transfer shall be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.”

13. Subsection XIV(d) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Media Company and Agency agree that any claim, dispute, legal proceedings, or litigation arising in connection with this Agreement shall be exclusively settled in arbitration, as further detailed below, in the English language on a confidential basis and the award passed by the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Media Company and Agency further agree that the arbitration shall be handled under the rules of International Chamber of Commerce (the “**ICC Rules**”) by one arbitrator appointed in accordance with the ICC Rules and the relationship between the parties shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of law provisions thereto and any arbitration shall take place in the city of Tel-Aviv. The arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. Nothing contained herein shall prevent Agency from applying to any court of law in order to obtain injunctions, equitable relief or any equivalent remedy, against the other party, in order to restrain the breach of any restrictive covenants pursuant to this Agreement. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.”
14. Software Services
- 14.1. During the term of this Agreement, Media Company may choose to access Agency’s (i) Wrapper technology which allows media companies to manage, serve and optimize advertisement campaigns (the “**Wrapper Services**”), and/or (ii) Text to Speech technology which allows media companies to utilize audio services that convert text to speech (the “**Text to Speech Services**” and together with the Wrapper Services shall be defined as the “**Software Services**”).
- 14.2. The Software Services allow Media Company to serve the SSP Services campaigns and/or third-party campaigns from independent demand sources (collectively, the “**Media Company Advertisement Campaign(s)**”) on Media Company’s Sites.
- 14.3. Media Company acknowledges and agrees that Agency is not monitoring the Media Company Advertisement Campaigns and shall have no responsibility and/or liability whatsoever regarding such campaigns nor does it make any warranty with respect to the results of such Media Company Advertisement Campaigns. Media Company (i) is hereby granted a limited, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable license to use the Software Services strictly for the purposes stipulated hereunder and subject to Agency’s directives instructions which may be provided via email (as may be amended from time to time at Agency’s sole discretion). Any use of the Software Services other than as permitted by this Agreement is strictly prohibited and all rights and licenses not expressly granted by this Agreement are reserved by Agency; (ii) shall not attempt to sell, resell, modify, adapt, alter, de compile or reverse engineer the Software Services; (iii) acknowledges that the Software Services and any and all improvements to the Software Services derived, directly or indirectly, from Media Company’s use thereof (including any input provided thereby) shall be solely owned by Agency; (iv) not represent that it possesses any proprietary interest in the Software Services; ((i) - (iv) hereof, the “**License Terms**”).
- 14.4. Media Company acknowledges and agrees that (a) Agency will not be liable to Media Company or any other person or entity for damages resulting from the termination of this Agreement, and (b) following the termination of this Agreement Agency will have no obligation to maintain (i) any information stored in its data centers related to Media Company or any other person or entity related to Media Company, including (without limitation) Media

Company's data and Media Company's, or any other person or entity related to Media Company, Confidential Information, and (ii) the Software Services and/or any services or features provided therein or in connection thereto or to provide any information to Media Company or any other person.

- 14.5. Section XI of the IAB Terms, as amended under this Agreement, shall apply to the provision and use of the Software Services (with the cap thereunder serving as an aggregate cap for any and all Services rendered under this Agreement), other than with regard to Media Company's breach of the License Terms.

15. Payment.

- 15.1. SSP Services Pricing Model. Subject to the full compliance with the terms and conditions of this Agreement, Media Company will be entitled to receive payment as indicated in the Dashboard and subject to the provisions of Section IV of the IAB Terms, as amended under this Agreement (the "**SSP Services Consideration**").

- 15.2. Software Services Pricing Model. For Media Company's use of the Software Services, Media Company shall pay Agency a fee of ten percent (10%) from the revenue generated by Media Company from the Media Company Advertisement Campaigns (the "**Software Services Consideration**"). Payment shall be made by wire transfer, to the address or bank account designated by Agency. The amounts payable by Media Company to Agency under this Agreement are exclusive of sales or use taxes, VAT or similar duties, which Agency may be required by law to collect (the "**Taxes**"). Agency may charge Media Company for such Taxes.

- 15.3. Services Payment Terms. The SSP Services Consideration and/or the Software Services Consideration, as applicable, shall be paid 60 days following the month for which payment is due, subject to the receipt of a valid invoice (issued by each party to the other). Payment shall be remitted in United States Dollars and each party shall bear its own costs, charges, expenses and fees incurred as a result of remittance/receipt of any payments under this Agreement (including, without limitation, any bank fees and, if applicable, conversion fees).

16. General.

- 16.1. The Services are provided "AS-IS". Agency makes no warranty of any kind, whether express, implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular use or non-infringement. In addition, Agency does not represent or warrant that: (i) the Services and/or any content, technology or services available therein will be error free or that any errors will be corrected; (ii) the operation of the Services and/or any technology or services available therein will be uninterrupted; and (iii) Publisher will profit or derive any economic benefit from Publisher's use of the Services.

- 16.2. This Agreement describes and governs the relationship between Media Company and Agency. The Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings with respect to it. Agency shall not be subject to or bound by any Media Company insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Agency or any of its representatives "clicks through" or otherwise indicates its acceptance thereof. Company retains the exclusive right to modify or update this Agreement, at any time and without prior notice. Publisher agrees that by continuing to use the Services after Company has updated this Agreement or provided Publisher with notice thereof, Publisher will be bound by the updated Agreement. If the updated Agreement is not acceptable to Publisher, Publisher's only recourse is to cease using the Services and/or terminate the Agreement. The Agreement shall remain in full force and effect until terminated in accordance with the terms hereof. All capitalized terms that are defined in the IAB Terms

will have the same meaning when used in this Agreement unless otherwise stated herein. In the event of a conflict between the terms provided herein and the IAB Terms, the terms provided herein shall prevail. Except as expressly provided herein, the IAB Terms are not otherwise modified in any respect, and all terms and conditions of the IAB Terms shall remain in full force and effect. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.