

**AGREEMENT GOVERNING THE EXCHANGE OF HIGHLY SENSITIVE INFORMATION
THROUGH A CLEAN TEAM**

This Agreement governing the exchange of highly sensitive information through a clean team (the "**Agreement**") is entered into on 11 September 2026 by and between:

- (1) **Taboola.com Ltd.** no. 513870683, a company incorporated in Israel, with offices at 2 Jabotinsky Street, 32nd Floor, Ramat Gan 5250501, Israel ("**Taboola**");

AND

- (2) **Dianomi plc** no. 04513809, a public limited company, C/O Arch Law Floor 2, 8 Bishopsgate, London, United Kingdom, EC2N 4BQ ("**Dianomi**").

each a "**Party**" and collectively the "**Parties**".

INTRODUCTION

- A. The Parties are in discussions over a potential acquisition by Taboola of the entire issued and to be issued share capital of Dianomi (the "**Acquisition**").
- B. The Parties have signed a Confidentiality Agreement on 13 December 2024 (the "**NDA**") which should be read in conjunction with this Agreement in accordance with clause 4.3 below. The NDA concerns the protection of Confidential Information (as defined in the NDA) shared between the Parties.
- C. Given the Parties may be considered to compete on certain markets, this Agreement has been prepared to ensure the Parties' compliance with applicable competition laws whilst enabling Taboola to conduct its due diligence assessment (described below) of Dianomi as part of the Acquisition. The Parties acknowledge that the information exchanged as part of the due diligence process is objectively necessary and proportionate to that purpose.
- D. As part of the due diligence process in connection with the Acquisition, the Parties recognise that Taboola may need access to highly sensitive information of Dianomi for the purpose of due diligence, integration planning and/or undertaking the antitrust and/or regulatory analysis and/or the preparation of filings, submissions or subsequent communication with any relevant antitrust and/or regulatory authority in connection with the Acquisition (the "**Evaluation Material**").

THE PARTIES HEREBY AGREE AS FOLLOWS

1. DEFINITIONS

- 1.1. "**Affiliate**" means, in relation to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party, where "Control" means the ownership, directly or indirectly, of more than 50% of the voting rights or share capital of an entity, or the power to direct or cause the direction of its management and policies (whether through ownership of voting securities, by contract, or otherwise).
- 1.2. "**Clean Team Information**" shall mean:

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- 1.2.1. all Evaluation Material made available to any Clean Team Member (as defined below) on or after 27 August 2026, including, without limitation,
 - a) any such information which is customer-specific pricing data, customer-specific margin data, vendor-specific pricing data, product-specific pricing, margin and cost data, product-specific research and development data and technical information that may be competitively sensitive, and
 - b) any employee data and records related to individual (anonymized) employees, payroll data and organizational charts;
- 1.2.2. all Evaluation Material made available to Clean Team Members on or after 27 August 2026, whether in any written or tangible form or verbally, in response to questions or requests for information relating to any Clean Team Information; and
- 1.2.3. all information which is communicated in written or other tangible form on or after 27 August 2026 and marked as "clean team confidential" or "clean team only" or similar wording, or if the disclosure is verbal, information which is so identified at the time of disclosure.
- 1.3. Clean Team Information constitutes and remains proprietary, secret and confidential financial, business or technical information of the disclosing Party.
- 1.4. Dianomi shall endeavour to disclose its Clean Team Information in each case exclusively to the Clean Team Members and only on the terms and conditions set forth below.
- 1.5. "**Clean Team Members**" shall mean any individuals who are employees, outside legal counsel, third party advisors and external consultants of Taboola, as applicable, listed as Clean Team Members in **Annex 1**, in each case who have been approved as Clean Team Members by the Parties as per the list at **Annex 1**. Taboola shall be entitled to add to and/or substitute Clean Team Members at any time, subject to receiving written consent of Dianomi. Taboola shall inform each of its Clean Team Members of the confidential nature of the Clean Team Information and obtain the agreement of each Clean Team Member to be bound by the terms and conditions of this Agreement as if such Clean Team Member were a party hereto. No person shall become a Clean Team Member until he/she has provided an acknowledgment in the form of **Annex 2** by email to Dianomi's legal advisers.

2. HANDLING OF CLEAN TEAM INFORMATION

- 2.1. Taboola shall take all reasonable measures to limit the distribution of Clean Team Information in accordance with the terms of this Agreement.
- 2.2. Clean Team Members shall, and Taboola shall take all reasonable measures to cause its Clean Team Members to, preserve the highly confidential nature of the Clean Team Information that they receive pursuant to this Agreement, and not disclose any such Clean Team Information to any person who is not a Clean Team Member including in accordance with clause 4.7.
- 2.3. Clean Team Members shall not distribute, reproduce, transcribe, copy, photograph, or otherwise capture (using any other method) any Clean Team Information, other than

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written (including electronic) summaries of such Clean Team Information solely for their own use or distribution to other Clean Team Members.

- 2.4. Clean Team Members shall, and Taboola shall take all reasonable measures to cause its Clean Team Members to, use the Clean Team Information only in connection with conducting due diligence, integration planning and/or undertaking the antitrust and/or regulatory analysis and/or the preparation of filings, submissions or subsequent communication with any relevant antitrust and/or regulatory authority in connection with the Acquisition. Clean Team Members shall make no other use of the Clean Team Information including, without limitation, for the purpose of competing with Dianomi.
- 2.5. Taboola shall take all reasonable measures as may be appropriate to ensure that the obligations of non-use and non-disclosure set forth herein shall be respected by each of its Clean Team Members and that Clean Team Information shall be kept confidential in accordance with the terms of the NDA.
- 2.6. The provisions of this clause 2 shall continue in force notwithstanding the termination or expiry of the remainder of this Agreement until the later of: (i) the Clean Team Information becoming public; or (ii) the Clean Team Information otherwise losing its competitively sensitive character, but in any event not later than three (3) years from the date hereof or such longer period as the Parties may agree. In particular, the Parties hereby acknowledge that a longer period than the foregoing three (3) years may be appropriate in relation to Clean Team Members within the Taboola business, should any such be added.

3. REPORTS

- 3.1. Any reports or other summaries prepared by the Clean Team Members on the basis of and/or relating to Clean Team Information shall be limited to aggregated and anonymised data and information which shall not allow Taboola to deduce or ascertain any competitively sensitive information on specific products or services or specific groups of products or services, and it shall not reveal any competitively sensitive information on the identity of customers, agents or other business partners of either Party.
- 3.2. Clean Team Members may report to the management of Taboola on progress and conclusions with regard to the Acquisition. None of the underlying data provided to the Clean Team Members, and none of the analyses, findings, or recommendations of the Clean Team Members shall be shared with or provided to Taboola unless all Clean Team Information has been redacted, masked, or appropriately aggregated.

4. GENERAL

- 4.1. Should a Party become aware or have cause to believe that a breach of its obligations set forth herein has occurred or is imminent, it shall immediately inform the other Party thereof.
- 4.2. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 4.3. The terms of this Agreement are in addition, and without prejudice, to the terms of the NDA. It is expressly understood and agreed by the Parties that the Parties shall afford Clean Team Information any and all additional protections afforded to Confidential Information under the NDA (as defined therein). For the avoidance of doubt, the Parties further

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acknowledge and agree that notwithstanding anything in the NDA to the contrary, the disclosure of Clean Team Information shall be governed by the terms of this Agreement. In the event of conflict between this Agreement, the NDA or any other agreement between the Parties, this Agreement shall apply unless a subsequent agreement explicitly states otherwise or as per clause 4.7 below.

- 4.4. This Agreement and the NDA between the Parties represent the entire agreement between the Parties concerning the subject matter hereof, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon either Party, unless approved in writing by each Party. The Agreement shall inure to the benefit of the Parties, and their respective successors and permitted assigns. The invalidity or unenforceability of any provision of this Agreement shall not affect, impair or invalidate the remainder of this Agreement, which shall remain in full force and effect.
- 4.5. In the event of discussions concerning the Acquisition terminating and/or the Acquisition not completing, Taboola shall destroy and shall take all reasonable measures to cause its Clean Team Members to destroy all Clean Team Information according to the terms set out in clause 5 of the NDA.
- 4.6. No failure or delay by the Parties in exercising any right or remedy under this Agreement will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy will prevent any further exercise of it or the exercise of any other remedy.
- 4.7. This Agreement takes effect on the date of the last signature below and shall continue in force until the earlier of: (a) completion of the Acquisition; or (b) the date on which either Party notifies the other that it is terminating discussions regarding the Acquisition. The Parties acknowledge termination of this Agreement does not affect the Parties' separate obligations under the NDA, particularly regarding Confidential Information. Notwithstanding termination of this Agreement, each member of the Clean Team shall continue to be prohibited from disclosing or otherwise sharing any Clean Team Information they have already received or reviewed pursuant to this Agreement with any other person within Taboola's organisation who is not also a member of the Clean Team.
- 4.8. Any notice given under this Agreement shall be in writing and delivered by hand, by pre-paid recorded delivery post, or by email, to the address or email address of the relevant Party as provided from time to time. A notice is deemed received: if delivered by hand, at the time of delivery; if sent by post, two business days after posting; and if sent by email, at the time of transmission, provided no delivery failure notification is received.
- 4.9. This Agreement may be executed in counterparts, each of which when executed is an original and all of which together evidence the same agreement. This Agreement may be executed and delivered by electronic signature (including by PDF or e-signature platform), and each Party agrees that such execution and delivery shall have the same legal effect, validity and enforceability as delivery of an original signed hard-copy version.
- 4.10. This Agreement shall protect both Parties and their Affiliates. Each Party's Affiliates may enforce the terms of this Agreement that protect them, pursuant to the Contracts (Rights of Third Parties) Act 1999. Each Party undertakes to procure compliance with the terms of this Agreement by its Affiliates.

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- 4.11. Save as expressly provided in clause 4.10, a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 4.12. Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.
- 4.13. The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause the Parties to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, each Party agrees that the other Party is entitled to specific performance of the provisions of this Agreement to enjoin a breach or attempted breach of the provisions thereof and to any other remedy, including, without limitation, damages and injunctive relief, awarded by a court of competent jurisdiction as set out in clause 4.14 below.
- 4.14. This Agreement, and any non-contractual or other obligations arising out of or in connection with it, will be governed by, and construed in accordance with, the laws of England and Wales. In case of a dispute which cannot be solved amicably, the Parties agree that the courts of England and Wales shall have exclusive jurisdiction for the purposes of any action, suit or proceeding arising out of or relating to this Agreement.

In witness whereof this Agreement has been duly executed on the date(s) set forth below:

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

For and on behalf of Dianomi plc

Dated: 11 September 2026

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

For and on behalf of Taboola.com Ltd

Dated: 11 September 2026

ANNEX 1

Taboola Clean Team Members

[REDACTED], Davis Polk
[REDACTED]

[REDACTED], Davis Polk
[REDACTED]

ANNEX 2

**Acknowledgement of Agreement Governing the Exchange of Commercially Sensitive
Information through the Clean Team Agreement**

I have read the foregoing Clean Team Agreement ("**Agreement**") dated September 2026 for the protection and exchange of confidential information related to the proposed acquisition by Taboola of the entire issued and to be issued share capital of Dianomi, and I agree to be bound by its terms with respect to any Clean Team Information that is furnished to me as set forth in the Agreement.

I further agree: (i) not to disclose to anyone any Clean Team Information other than as set forth in the Agreement; and (ii) not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.

I further agree that any Clean Team Information furnished to me will be used by me only for the purposes of evaluating the Acquisition as set forth in the Agreement, and for no other purpose.

Name:

Job Title, Organisation:

Date:

