

DATED 8 APRIL 2026

- (1) TABOOLA.COM LTD
- (2) DIANOMI PLC

STANDSTILL AGREEMENT

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THIS AGREEMENT is made on 8 APRIL 2026

BETWEEN:

- (1) **TABOOLA.COM LTD**, a company incorporated in Israel whose registered office is at 2 Jabotinsky Street, 32nd Floor, Ramat Gan 5250501, Israel ("**Taboola**"); and
- (2) **DIANOMI PLC**, a company incorporated in England and Wales with registered number 04513809 whose registered office is at C/O Arch Law Floor 2, 8 Bishopsgate, London, United Kingdom, EC2N 4BQ ("**Dianomi**").

WHEREAS:

- (A) Taboola and Dianomi have entered into discussions regarding the potential acquisition of Dianomi (the "**Proposed Transaction**").
- (B) In connection with the Proposed Transaction, the parties entered into a mutual non-disclosure agreement dated 13 December 2024 (the "**NDA**").
- (C) In order to progress the discussions regarding the Proposed Transaction, Taboola and Dianomi have agreed to enter into this Agreement.

In consideration for the continuation of discussions relating to the Proposed Transaction by the parties and the disclosure of Confidential Information pursuant to the terms of the NDA, **IT IS AGREED as follows:**

1. INTERPRETATION

- 1.1 Words and expressions defined in the NDA shall bear the same meaning in this Agreement unless the context requires otherwise.
- 1.2 In this Agreement, unless the context requires otherwise:

"**acting in concert**" shall have the meaning given to it in the Takeover Code;

"**CJA**" means the Criminal Justice Act 1993;

"**Exchange**" means the London Stock Exchange plc;

"**Market Abuse Regulations**" means the UK Market Abuse Regulation, which is the UK version of the EU Market Abuse Regulation (596/2014) that is part of UK law by virtue of the European Union (Withdrawal) Act 2018, and the EU Market Abuse Regulation (596/2014);

"**NDA**" has the meaning given in Recital (B);

"Panel" means The Panel on Takeovers and Mergers;

"party" or **"parties"** means a party or the parties to this Agreement;

"Proposed Transaction" has the meaning given in Recital (A);

"Relevant Securities" means any shares or other securities in Dianomi; and

"Takeover Code" means the City Code on Takeovers and Mergers.

1.3 In this Agreement:

- (a) references to Clauses and Recitals are to clauses of and recitals to this Agreement;
- (b) words in the singular include the plural and vice versa and references to one gender include all genders;
- (c) words which follow the terms **"include(s)"** or **"including"** or any similar term shall be construed as illustrative and shall not limit the sense or application of the words which precede those terms;
- (d) references to a **"company"** include any company, corporation or other body corporate (wherever and however incorporated or established);
- (e) references to **"in writing"** or **"written"** include any mode of reproducing words in a legible and non-transitory form (including electronic mail);
- (f) references to a statute or statutory provision include that statute or statutory provision as modified, re-enacted or consolidated from time to time (whether before or after the date of this Agreement) and any subordinate legislation made from time to time under that statute or statutory provision (whether before or after the date of this Agreement); and
- (g) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.4 Clause headings shall be ignored in interpreting this Agreement.

2. **STANDSTILL OBLIGATIONS**

- 2.1 For a period of 12 months from the date of this Agreement, Taboola agrees that, save with Dianomi's prior written consent, it will not, and it will procure so far as it has the power to do so that none of its Affiliates nor any other person acting in concert with it will, at any time (whether directly or indirectly and whether alone or with others):

- (a) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire, or procure or induce any other person to acquire or offer to acquire, or do or omit to do any act as a result of which it or any person may acquire, any interest of any kind whatsoever in any Relevant Securities;
- (b) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any Relevant Securities;
- (c) enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any other person may become obliged or required to make or announce any general offer or invitation to acquire any Relevant Securities;
- (d) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any Relevant Securities;
- (e) announce, procure or induce any other person to announce any offer for any Relevant Securities; or
- (f) contact or communicate with any shareholder of Dianomi in connection with the Proposed Transaction,

provided that nothing in this Clause 2.1 shall prevent (i) Taboola from making any confidential approach or non-binding proposal to the Board of Directors of Dianomi regarding the Proposed Transaction, (ii) the solicitation, negotiation and/or entry into an irrevocable undertaking with any shareholder of Dianomi to support the Proposed Transaction, or (iii) Taboola's advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, Taboola or anyone else in receipt of Confidential Information.

2.2 The provisions of Clause 2.1 shall cease to apply if:

- (a) any third party (other than Taboola, its Affiliates or any other person acting in concert with it) announces a possible offer for Dianomi pursuant to Rule 2.4 of the Takeover Code or announces a firm intention to make an offer for Dianomi pursuant to Rule 2.7 of the Takeover Code; or

- (b) Taboola (or its Affiliates or any other person acting in concert with it) announces a firm intention to make an offer for Dianomi pursuant to Rule 2.7 of the Takeover Code and such offer is recommended by the board of directors of Dianomi; or
- (c) Dianomi announces a proposal to seek shareholder approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Takeover Code; or
- (d) Dianomi becomes the subject of any insolvency proceedings, or an administrator, receiver, or liquidator is appointed over any of its assets.

3. **INSIDE INFORMATION**

3.1 Without prejudice to clause 9 of the NDA, Taboola acknowledges that:

- (a) the Proposed Transaction and discussions concerning the same and some or all of the Confidential Information relating to Dianomi disclosed to it pursuant to the NDA may be unpublished price sensitive information or inside information relating to the securities of Dianomi which are traded on the AIM market operated by the Exchange (including for the purposes of the Market Abuse Regulations, the AIM Rules for Companies published by the Exchange and/or the CJA);
- (b) provisions of applicable securities laws may restrict or prohibit the use and/or disclosure of any such Confidential Information; and
- (c) it must act in compliance with any such applicable securities laws in respect of such Confidential Information.

3.2 Taboola consents to being made an insider within the meaning of the Market Abuse Regulations and the CJA by virtue of the receipt or acquisition of Confidential Information relating to Dianomi which constitutes inside information.

3.3 Taboola agrees to take reasonable steps to advise each of its Representatives to whom it discloses Confidential Information relating to Dianomi in accordance with the terms of the NDA of their obligations relating to inside information and the prohibitions on insider dealing.

4. **ANNOUNCEMENTS**

4.1 Neither party will make any public announcement or otherwise publicise the existence of or disclose to any person the terms of this Agreement without the prior written approval of the other party.

4.2 Neither party shall, without the other party's prior written consent, reveal to any person other than as permitted under this Agreement or the NDA, or otherwise announce, that the

parties are in discussions concerning the Proposed Transaction or that the Proposed Transaction is planned, being undertaken or has occurred.

4.3 The restrictions in Clauses 4.1 and 4.2 above shall not apply if, and to the extent that:

- (a) an announcement is required by any applicable law, rule or regulation (including without limitation, the Takeover Code) by any competent judicial, governmental, supervisory or regulatory body (including without limitation, any securities exchange and the Panel), provided that the party making the announcement will, to the extent reasonably practicable and permitted by such law, rule, or regulation (including without limitation, the Takeover Code) or judicial, governmental, supervisory or regulatory body (including without limitation, any securities exchange and the Panel), first consult and co-operate with the other party on the proposed form, timing, nature and purpose of the announcement;
- (b) any third party (other than Taboola, its Affiliates or any other person acting in concert with it) announces a firm intention to make an offer for Dianomi pursuant to Rule 2.7 of the Takeover Code; or
- (c) Taboola (or its Affiliates or any other person acting in concert with it) announces a firm intention to make an offer for Dianomi pursuant to Rule 2.7 of the Takeover Code and such offer is recommended by the board of directors of Dianomi.

5. INADEQUACY OF DAMAGES

Notwithstanding any express rights and remedies provided under this Agreement and without prejudice to any other rights and remedies which either party may have, each party acknowledges and agrees that:

- (a) damages alone may not be an adequate remedy for any breach by it of the terms of this Agreement; and
- (b) the other party shall be entitled without proof of special damages to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by it of the terms of this Agreement.

6. ASSIGNMENT AND SUCCESSORS

- 6.1 Subject to Clause 6.2, neither party shall assign, transfer, subcontract, grant any security interest over, create any trust in respect of or deal in any other manner with any of its rights or obligations under this Agreement.
- 6.2 Taboola may at any time assign or transfer its rights and obligations under this Agreement to any of its Affiliates, provided that:

(a) such Affiliate remains an Affiliate of Taboola; and

(b) Taboola remains liable for any breach of this Agreement by such Affiliate.

- 6.3 This Agreement shall be binding on and shall endure for the benefit of the successors and permitted assigns of each party

7. VARIATION AND WAIVER

- 7.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

- 7.2 A failure by a party to exercise, or a delay by it in exercising, any right or remedy under this Agreement or provided by law shall not constitute a waiver of that or any other right or remedy. The single or partial exercise by a party of any right or remedy under this Agreement or provided by law shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy.

8. RIGHTS AND REMEDIES

The rights and remedies of the parties under this Agreement are in addition to, and not exclusive of, any rights and remedies provided by law.

9. INVALIDITY

- 9.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, then such provision shall apply with whatever modification is necessary so that it is legal, valid and enforceable and gives effect to the commercial intention of the parties. If such modification is not possible, then the provision or the relevant part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed to be deleted from this Agreement.
- 9.2 If any provision or any part of any provision of this Agreement is modified or deleted in accordance with Clause 9.1, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

10. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement (and any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by and construed in accordance with English law.
- 11.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligations arising out of or in connection with this Agreement).

SIGNED by or on behalf of the parties.

SIGNED by
for and on behalf of **TABOOLA.COM LTD**

[REDACTED]

SIGNED by
for and on behalf of **DIANOMI PLC**