



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made as of the December 13, 2024 (the “**Effective Date**”), between Taboola.com Ltd. no. 513870683, a company incorporated in Israel, with offices at 2 Jabotinsky Street, 32nd Floor, Ramat Gan 5250501, Israel (together with its Affiliates, “**Taboola**”) and Dianomi plc no. 04513809, a public limited company, with offices at 6th Floor 60 Gracechurch Street, London, United Kingdom, EC3V 0HR (together with its Affiliates, as applicable, “**Company**”). Each of Taboola and Company may be referred to as a “**Party**” and collectively the “**Parties**.” The terms “**Recipient**” and “**Discloser**” refer to any party listed above, or the Parties, as the case may be.

The Parties desire to discuss potential business relationships of mutual interest (the “**Business Purpose**”). In connection with such discussions, the Parties recognize that there may be a need for each of them, as Discloser, to disclose to each other certain confidential information to be used only for the Business Purpose, and to protect such confidential information from unauthorized use and disclosure.

In consideration of the Parties' disclosure of such confidential information, each Party agrees as follows:

1. **Definitions.** For purposes of this Agreement, Discloser's “**Confidential Information**” means any non-public or proprietary information disclosed orally or in writing to or otherwise learned by the other Party, including but not limited to commercial, technical, financial, marketing, staffing, and business plans, and information, forecasts, assumptions, proposals, requests for proposals, specifications, drawings, prices, costs, customer and supplier information, data, procedures, proposed products, concepts, know-how, methodologies, processes, business systems, software programs, techniques, services, and similar information of, or provided by, Discloser or any of its Representatives, and also includes the fact that such information has been provided by the Discloser, the fact that the Parties are discussing the Business Purpose and any terms, conditions, or other facts with respect to the Business Purpose. Confidential Information provided by one Party to the other before execution of this Agreement and in connection with the Business Purpose is also subject to the terms of this Agreement. A “**Representative**” of a Party means any of its directors, officers, employees, agents, contractors and advisors (including attorneys, accountants, and consultants). An “**Affiliate**” of a Party means any party controlling, controlled by, or under common control with such Party.

2. **Confidentiality.** Recipient will (a) maintain Confidential Information provided to or obtained by Recipient in strict confidence; (b) not disclose such Confidential Information to any third parties except as expressly permitted in Sections 3, 4, and 5; and (c) use such Confidential Information solely during the Term of this Agreement, for the Business Purpose and for no other purpose. Recipient may disclose Confidential Information to its Representatives who have a bona fide need to know, solely for the Business Purpose and to the extent necessary to pursue it; provided that each such Representative is contractually bound by confidentiality obligations that are at least as restrictive as those contained in this Agreement and provided further that Recipient will remain responsible for any noncompliance with such terms by its Representatives. In addition to the foregoing, Recipient will take all other reasonable steps to protect Discloser's Confidential Information, applying at least the same security measures and level of care as it employs to protect its own confidential information and trade secrets.

3. **Mandatory Disclosure.** Notwithstanding anything to the contrary in this Agreement, the provisions of Section 2 will not restrict Recipient from disclosing Discloser's Confidential Information to the extent required under any applicable law, regulation, or order from a court, an administrative or regulatory agency, or stock exchange having competent jurisdiction; provided that Recipient (a) uses reasonable efforts to give the other Party reasonable advance notice of such required disclosure in order to enable Discloser to prevent or limit such disclosure; (b) reasonably cooperates at Discloser's request in any such efforts; and (c) furnishes only the portion of Confidential Information that Recipient is legally compelled to disclose.

4. **Non-Confidential Information.** The obligations in Section 2 shall not apply to Confidential Information that: (a) is now or in the future becomes publicly available, other than through a breach of this Agreement; (b) Discloser authorizes Recipient in writing to disclose without restriction; (c) was known by Recipient prior to receiving such information from Discloser evidenced by written records and without restriction as to use or disclosure; (d) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (e) is independently developed by Recipient without use of or reference to any of Discloser's Confidential Information.

5. **Cease of Use and Return of Confidential Information.** Upon Discloser's written request, Recipient will promptly (a) cease all use of all Confidential Information and (b) at Recipient's election, either return to Discloser or destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information as well as



all copies thereof (including electronic copies). Notwithstanding the foregoing, each Party's legal department may maintain a copy of the Confidential Information of the other Party in its restricted access files for actual or anticipated litigation, regulatory compliance or corporate record keeping purposes. Additionally, Recipient shall not be required to destroy any generally inaccessible electronic data preserved on backup systems in the ordinary course of its standard backup procedures. Recipient shall be entitled to retain a copy of any Confidential Information solely for compliance purposes as required by applicable law or regulation; provided further that any such retained Confidential Information shall continue to be protected by the terms of this Agreement (notwithstanding its termination or expiration) for so long as it remains Confidential Information hereunder.

6. **No Transfer of Property.** All Confidential Information remains the sole and exclusive property of the Discloser. The Parties acknowledge and agree that nothing in this Agreement including the disclosure of any Confidential Information pursuant hereto will be construed as granting any rights to Recipient, by license or otherwise, in or to any of Discloser's patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights. This Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the Discloser's Confidential Information. Each Party acknowledges that the other Party may currently or in the future be developing information internally, or receiving information from other persons, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall prohibit either Party from developing, or having developed for such Party, products, concepts, systems, services or techniques that are similar to or compete with the products, concepts, systems, services or techniques contemplated by or embodied in any Confidential Information, provided that such Party does not violate any of its obligations under this Agreement in connection with such development. Further, each Party shall be free to use for any purpose any Residuals (as defined below) resulting from access to or work with any such Confidential Information. For purposes of this Agreement, the term "***Residuals***" shall mean information in nontangible form which may be retained in the unaided memory of persons who have had access to Confidential Information, including, without limitation, ideas, concepts, know-how or techniques contained therein. Neither Party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of any Residuals.

7. **Disclaimer.** All Confidential Information is provided by Discloser "as is" and neither Party makes any representations or warranties as to the accuracy or completeness of the Confidential Information. Notwithstanding any other provision of this Agreement, nothing contained herein shall be deemed to constitute a waiver of claims for fraud or willful misrepresentation or omission with respect to the Confidential Information.

8. **No Commitment.** This Agreement (a) is not a commitment by either Party to enter into any transaction or business relationship, (b) does not create an express or implied obligation to compensate the other party for the exchange of information under this Agreement, and (c) is not an inducement for either Party to spend funds or resources. No such agreement to do any of the foregoing will be made or binding unless and until stated in a writing signed by both Parties.

9. **Securities Laws Compliance.** Recipient hereby acknowledge that in Recipient's examination of the Confidential Information, Recipient and its Representatives may have access to material non-public information concerning the Discloser. Recipient acknowledges that Recipient is aware (and that Recipient's Representatives have been or will be advised by Recipient) that the United States and other applicable securities laws prohibit any person who has received from an issuer material nonpublic information relating to an issuer of securities from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

10. **Remedies.** The Parties acknowledge that the unauthorized use or disclosure of Confidential Information would cause Discloser to incur irreparable harm and significant damages, the degree of which would be difficult to ascertain. Accordingly, the Parties agree that Discloser will be entitled to immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, without the need to post a bond or make any other undertaking, in addition to any other rights and remedies that it may have at law or otherwise.

11. **Term.** This Agreement will commence on the date first set forth above and will terminate two (2) years from the date of last disclosure of Confidential Information by either Party (the "***Term***"), except if established otherwise herein, in case of obligations of confidentiality of trade secrets, which will remain in effect so long as the trade secret is non-public. No such termination will affect the liability of any Party for any prior breach of any provision hereof.

12. **Choice of Law.** This Agreement (and all non-contractual relationship arising out of or related to it) shall be governed by and construed in accordance with the laws of England. The Parties hereby submit to the exclusive jurisdiction of the English courts. The Parties each agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon each Party and may be enforced in any other courts to whose jurisdiction the Parties are or may be subject by suit upon such judgment. EACH PARTY HEREBY



IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13. **Miscellaneous.** If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement. The waiver of any provision on one occasion will not constitute a waiver of such provision on any other occasion, and any failure to enforce any of the provisions of this Agreement will not constitute a waiver. No waiver of a right or remedy under this Agreement will be binding upon a Party unless it is in writing and signed by its authorized representative. All modifications to this Agreement must be in writing and signed by authorized representatives of both Parties. This Agreement does not create any agency or partnership relationship. In the event of any conflict between the terms of this Agreement, on the one hand, and the terms of the confidentiality legend set forth in materials related to the Business Purpose or the terms of any "click-through" agreement related to an internet-based data room or similar repository of Confidential Information, on the other hand, the terms of this Agreement shall govern. The Parties may execute this Agreement via electronic signature. If either Party hereto breaches any of the terms of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any reasonable legal fees, costs, and expenses incurred to enforce this Agreement against the breaching Party. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, and any attempted assignment without such consent will be void. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by the Parties' duly authorized officers or representatives and is valid and binding on each of the Parties hereto as of the Effective Date.

TABOOLA.COM LTD.

Signature:

Name:

Title:

DIANOMI PLC

Signature:

Name:

Title: