UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported):
January 17, 2023

TABOOLA.COM LTD.

(Exact name of registrant as specified in its charter)

Israel	**001-40566**	**Not applicable**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

16 Madison Square West
7th Floor
New York, NY 10010
(Address of principal executive offices, including zip code)

212-206-7663
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, no par value	TBLA	The Nasdaq Global Market
Warrants to purchase ordinary shares	TBLAW	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Background

As previously disclosed in the Current Report on Form 6-K furnished to the Securities Exchange Commission on November 28, 2022, Taboola.com Ltd., a company organized under the laws of the State of Israel (the "**Company**") entered into a 30-year commercial agreement with Yahoo Inc. pursuant to which the Company will power native advertising across all of Yahoo Inc.'s digital properties, expanding the Company's native advertising offering. In connection with this partnership and the closing of related agreements on January 17, 2023 (the "**Closing**"), the Yahoo Parties (defined below) received an aggregate 24.99% of the outstanding equity of the Company on a combined post-transaction basis, as well as one representative on the Company's Board of Directors (the "**Board**") (collectively, the "**Transaction**").

Omnibus Agreement

Pursuant to the Omnibus Agreement, dated as of November 28, 2022 (the "**Omnibus Agreement**"), by and among the Company, College Top Holdings, Inc., a Delaware corporation ("**College Top Holdings**"), and Yahoo AdTech JV, LLC, a Delaware limited liability company ("**Yahoo Adtech**", and together with College Top Holdings and any permitted assignee thereof, the "**Yahoo Parties**"), at the Closing, the Company issued to College Top Holdings, (i) 39,525,691 ordinary shares of the Company (the "**Primary Issuance Company Ordinary Shares**") and (ii) 45,198,702 non-voting ordinary shares of the Company, with no par value ("**Primary Issuance Non-Voting Ordinary Shares**"). The shares being issued to College Top Holdings will be deposited into an escrow account and be released upon satisfaction of certain conditions related to Israeli tax matters. Together, the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares represent in the aggregate 24.99% of the issued and outstanding Company Ordinary Shares as of immediately after the Closing. The Primary Issuance Company Ordinary Shares represent approximately 13.5% of the total voting power of the issued and outstanding voting ordinary shares of the Company as of immediately after the Closing.

The Omnibus Agreement also contains customary representations, warranties, covenants and conditions. The representations, warranties and pre-Closing covenants do not survive the Closing.

The Yahoo Parties have exercised their right under the Omnibus Agreement to designate a director to be nominated to serve on the Company's Board (the "**Yahoo Director**") as further described below.

The description of the Omnibus Agreement does not purport to be complete and is qualified in its entirety by such agreement, which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

Item 1.01. Entry into a Material Definitive Agreement

Investor Rights Agreement

In connection with the Closing under the Omnibus Agreement, the Company and College Top Holdings entered into an Investor Rights Agreement (the "**Investor Rights Agreement**"), under which, *inter ali*a, the Yahoo Parties are entitled, in certain circumstances, to cause the Company to register its ordinary shares for resale under the Securities Act of 1933, as amended. If there is no Yahoo Director serving on the Board and at such time the Yahoo Parties beneficially own in the aggregate at least thirty percent (30%) of the Primary Issuance Company Ordinary Shares and Primary Issuance Company Non-Voting Ordinary Shares issued at the Closing, the Yahoo Parties will be entitled to appoint a representative as a non-voting observer of the Board (the "**Yahoo Observer**"). In addition, the Investor Rights Agreement allows for a Yahoo Director or Yahoo Observer to share non-public information of the Company received by them with other individuals associated with the Yahoo Parties who have a need to know such information for specified purposes.

The Investor Rights Agreement also contains restrictions on the transfer of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares issued to the Yahoo Parties at the Closing during the twelve-month period thereafter. During such period, the Yahoo Parties may not transfer the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares issued to the Yahoo Parties except for certain customary permitted transfers such as (i) to affiliates, (ii) in respect of a merger, tender offer or other similar transaction that is recommended by the Board and involves all other shareholders of the Company exchanging their securities, (iii) with respect to bankruptcy or insolvency by the Company and (iv) with respect to certain permitted financing arrangements. The Investor Rights Agreement further restricts the Yahoo Parties from certain transfers even after the expiration of the twelve-month period, including transfers to certain competitors and transfers resulting in an owner of more than 10% of the Company's outstanding ordinary shares. The Yahoo Parties are also restricted from acquiring securities of the Company and from taking other actions which seek to control or influence the management or the policies of the Company, for certain time periods specified therein.

The Investor Rights Agreement also contains a waiver by the Company of the right to be offered an opportunity to participate in any business opportunity which may be a corporate or business opportunity for any of the Yahoo Parties or any Yahoo Director. More so, under the Investor Rights Agreement, upon a Yahoo Party's request, the Company must provide cooperation in connection with a Yahoo Party obtaining a financing arrangement for which the Company's securities serve as collateral, including by entering into agreements with third parties in connection with the financing arrangement, removing restrictive legends on the Company's ordinary shares and any other reasonable cooperation or assistance requested by the Yahoo Parties, provided that such cooperation will not unreasonably disrupt the operation of the Company's business. The Investor Rights Agreement also contains customary representations, warranties and covenants.

The Investor Rights Agreement also includes certain customary demand, "piggy-back" and shelf registration rights with respect to the Company Ordinary Shares issued to the Yahoo Parties or thereafter acquired by the Yahoo Parties.

The description of the Investor Rights Agreement does not purport to be complete and is qualified in its entirety by such agreement, which is filed as Exhibit 10.2 to this report and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities

The information set forth under the heading "Background" is incorporated herein by reference. As noted above, at the Closing, the Company issued to College Top Holdings, 39,525,691 Primary Issuance Company Ordinary Shares and (ii) 45,198,702 Primary Issuance Company Non-Voting Ordinary Shares.

The Primary Issuance Company Non-Voting Ordinary Shares are not entitled to vote on or receive notices with respect to any matter pursuant to our articles of association and are not entitled to vote or to be counted for purposes of determining whether any vote required under the articles has been approved by the requisite percentage of voting securities or to be counted towards any quorum required pursuant to the articles. Except with respect to the voting rights and to the rights to receive notice of meetings of the shareholders, the Non-Voting Ordinary Shares will have rights identical to the rights of ordinary shares.

Immediately prior to, and as a condition to the subsequent transfer of any Primary Issuance Company Non-Voting Ordinary Shares by College Top Holdings or the holder thereof to a non-affiliated person or entity, each such Primary Issuance Company Non-Voting Ordinary Shares will be converted, without payment of any additional consideration, into one (1) fully-paid and non-assessable ordinary share of the Company.

The issuance of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares to College Top Holdings at Closing was made in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**") contained in Section 4(a)(2) thereof.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Executive Officer Bonuses

In connection with the Transaction, the Compensation Committee and the Board approved cash bonuses payable at Closing and separate performance-based cash bonuses (the "**Performance Bonuses**") to the Company's executive officers named below. The Performance Bonuses are based on a full-year 2024 target for the Company's adjusted free cash flow per-share (the "**Target**"). The Performance Bonuses are not payable if the Company achieves less than 75% of the Target. If the Company meets or exceeds 75% of the Target, the Performance Bonus is payable at the same percentage as the Target achievement up to 100% of the target and an accelerated rate of 125% of the achievement above 100%, subject to a cap of 150%.

Mr. Singolda's cash bonus is $400,000. Mr. Singolda will be paid a $2,800,000 Performance Bonus if 100% of Target is achieved. Mr. Singolda's cash bonus and Performance Bonus are subject to shareholder approval which is expected to be requested at the Company's 2023 Annual General Meeting of Shareholders (the "**Annual Meeting**"). Mr. Maniv will receive a cash bonus of $400,000 at Closing. Mr. Maniv will be paid a $2,050,000 Performance Bonus if 100% of Target is achieved. Mr. Maniv's Performance Bonus is subject to shareholder approval at the Annual Meeting. Mr. Walker will receive a cash bonus of $400,000 at Closing. Mr. Walker will be paid a $1,900,000 Performance Bonus if 100% of Target is achieved. Mr. Walker's Performance Bonus is subject to shareholder approval at the Annual Meeting. Mr. Golan will be paid a $800,000 Performance Bonus if 100% of Target is achieved.

Appointment of Monica Mijaleski to the Board of Directors

On January 17, 2023, the Board expanded the size of the full Board from 8 to 9 positions and appointed Monica Mijaleski as a director of the Company to fill the newly created vacancy. Ms. Mijaleski will serve as a Class III director, with an initial term expiring at the Company's 2024 Annual General Meeting of Shareholders. Ms. Mijaleski's appointment to the Board is being made pursuant to Section 5.12 of the Omnibus Agreement entitling the Yahoo Parties to designate a representative to be nominated to serve on the Board effective as of the Closing.

Ms. Mijaleski will be entitled to receive non-employee director compensation under terms consistent with those previously disclosed in Taboola's Annual Report on Form 20-F for the fiscal year ended December 31, 2021 (the "**Annual Report**"). Ms. Mijaleski will be entitled to enter into an indemnification agreement with the Company consistent with the forms of indemnification agreement entered into by the Company's other non-employee directors and previously disclosed in Exhibit 4.4 to the Annual Report.

Item 5.03. Amendments to Articles of Incorporation or Bylaws.

In connection with the Transaction and following approval by the Company's shareholders, the articles of association of the Company were amended and restated in their entirety. A copy of the 12th Amended and Restated Articles of Association of the Company is filed as Exhibit 3.1 to this report and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure

A copy of the Company's press release dated January 17, 2023 announcing the Closing is furnished as Exhibit 99.1 hereto.

The information in this Item 7.01, including Exhibit 99.1 furnished herewith, is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or otherwise subject to the liabilities of that Section and shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act or the Exchange Act, except as otherwise expressly stated in such filing.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits

Exhibit Number	Description of Document
3.1	12th Amended and Restated Articles of Association of Taboola.com Ltd.
10.1	Omnibus Agreement, dated as of November 28, 2022, by and among Taboola.com Ltd., College Top Holdings, Inc., and Yahoo AdTech JV, LLC*
10.2	Investor Rights Agreement, dated as of January 17, 2023 by and between Taboola.com Ltd. and College Top Holdings, Inc.*
99.1	Press release, dated January 17, 2023
104	Cover page of this Current Report on Form 8-K formatted in Inline XBRL

* Exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K and will be provided on a supplemental basis to the Securities and Exchange Commission upon request. In addition, certain portions of the exhibit have been redacted pursuant to Item 601(a)(6) of Regulation S-K. The Company hereby undertakes to furnish supplementally an unredacted copy of the exhibit upon request by the Securities and Exchange Commission.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TABOOLA.COM LTD.

By: /s/ Stephen Walker
Name: Stephen Walker
Title: Chief Financial Officer

Date: January 17, 2023

Exhibit 3.1

THE COMPANIES LAW, 1999
A LIMITED LIABILITY COMPANY

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ARTICLES OF ASSOCIATION
OF
TABOOLA.COM LTD.

As Amended on December 30, 2022

PRELIMINARY

1. **DEFINITIONS; INTERPRETATION**.

(a) In these Articles, the following terms (whether or not capitalized) shall bear the meanings set forth opposite them, respectively, unless the subject or context requires otherwise.

"Affiliate"	shall mean, with respect to any person or entity, any other person or entity that directly, or through one or more intermediaries, Controls, is Controlled by or is under common Control with such person or entity;
"Articles"	shall mean these Articles of Association, as amended from time to time.
"Board of Directors"	shall mean the Board of Directors of the Company.
"Chairperson"	shall mean the Chairperson of the Board of Directors, or the Chairperson of the General Meeting, as the context implies;
"Companies Law"	shall mean the Israeli Companies Law, 5759-1999 and the regulations promulgated thereunder. The Companies Law shall include reference to the Companies Ordinance (New Version), 5743-1983, of the State of Israel, to the extent in effect according to the provisions thereof.
"Company"	shall mean **Taboola.com Ltd.**
"Control"	shall mean, as to any person or entity, the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise (and the terms "Controlled by," "Controls," "Controlling" and "under common Control with" shall have correlative meanings).
"Director(s)"	shall mean the member(s) of the Board of Directors holding office at a given time.
"Economic Competition Law"	shall mean the Israeli Economic Competition Law, 5758-1988 and the regulations promulgated thereunder.
"External Director(s)"	shall have the meaning provided for such term in the Companies Law.
"General Meeting"	shall mean an Annual General Meeting or Special General Meeting of the Shareholders (each as defined in Article 23 of these Articles), as the case may be.
"NIS"	shall mean New Israeli Shekels.
"Office"	shall mean the registered office of the Company at a given time.

"Office Holder" or "Officer"	shall have the meaning provided for such term in the Companies Law.
"Securities Law"	shall mean the Israeli Securities Law 5728-1968 and the regulations promulgated thereunder.
"Shareholder(s)"	shall mean the shareholder(s) of the Company, at a given time.

(b) Unless the context shall otherwise require: words in the singular shall also include the plural, and vice versa; any pronoun shall include the corresponding masculine, feminine and neuter forms; the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; the words "herein", "hereof" and "hereunder" and words of similar import refer to these Articles in their entirety and not to any part hereof; all references herein to Articles or clauses shall be deemed references to Articles or clauses of these Articles; any references to any agreement or other instrument or law, statute or regulation are to it as amended, supplemented or restated, from time to time (and, in the case of any law, to any successor provisions or re-enactment or modification thereof being in force at the time); any reference to "law" shall include any law ('*din*') as defined in the Interpretation Law, 5741-1981 and any applicable supranational, national, federal, state, local, or foreign statute or law and shall be deemed also to refer to all rules and regulations promulgated thereunder; any reference to a "day" or a number of "days" (without any explicit reference otherwise, such as to business days) shall be interpreted as a reference to a calendar day or number of calendar days; any reference to a business day or business days shall mean each calendar day other than any calendar day on which commercial banks in New York, New York or Tel-Aviv, Israel are authorized or required by applicable law to close; reference to a month or year means according to the Gregorian calendar; any reference to a "Person" shall mean any individual, partnership, corporation, limited liability company, association, estate, any political, governmental, regulatory or similar agency or body or other legal entity; and reference to "written" or "in writing" shall include written, printed, photocopied, typed, any electronic communication (including email, facsimile, signed electronically (in Adobe PDF, DocuSign or any other format)) or produced by any visible substitute for writing, or partly one and partly another, and signed shall be construed accordingly.

(c) The captions in these Articles are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

(d) The specific provisions of these Articles shall supersede the provisions of the Companies Law to the extent permitted thereunder.

LIMITED LIABILITY

2. The Company is a limited liability company and each Shareholder's liability for the Company's debts is therefore limited (in addition to any liabilities under any contract) to the payment of the full amount (par value (if any) and premium) such Shareholder was required to pay the Company for such Shareholder's Shares (as defined below) and which amount has not yet been paid by such Shareholder.

COMPANY'S OBJECTIVES

3. **OBJECTIVES**.

The Company's objectives are to carry on any business, and do any act, which is not prohibited by law.

4. **DONATIONS**.

The Company may donate a reasonable amount of money (in cash or in kind, including the Company's securities) to worthy purposes, as the Board of Directors may determine in its discretion, even if such donations are not made on the basis or within the scope of business considerations of the Company.

SHARE CAPITAL

5. **AUTHORIZED SHARE CAPITAL**.

(a) The authorized share capital of the Company shall consist of 700,000,000 Ordinary Shares without par value (the "**Ordinary Shares**") and 46,000,000 non-voting Ordinary Shares without par value (the "**Non-Voting Ordinary Shares**", collectively with the Ordinary Shares, the "**Shares**").

(b) Except and solely to the extent required for purposes of Article 7(b), the Non-Voting Ordinary Shares shall not be entitled to vote on or receive notices with respect to any matter pursuant to these Articles and shall not be entitled to vote or to be counted for purposes of determining whether any vote required under these Articles has been approved by the requisite percentage of voting securities or to be counted towards any quorum required pursuant to these Articles.

(c) Except only with respect to voting rights and to the rights to receive notice of meetings of the shareholders (or any class thereof), the Non-Voting Ordinary Shares shall have rights and privileges identical in all respects and matters to the rights and privileges of Ordinary Shares (including if applicable, upon liquidation, dissolution or winding up of the Company), so that there shall be no difference in the rights and privileges of holders of Ordinary Shares and Non- Voting Ordinary Shares and the Shares shall rank *pari passu* in all respects and matters. Notwithstanding the foregoing, in the case of any dividend in kind or distribution payable in Shares or rights to acquire Shares (including if applicable, upon liquidation, dissolution or winding up of the Company), holders of Ordinary Shares shall receive such dividend or distribution in the form of Ordinary Shares or rights to acquire Ordinary Shares, and holders of Non-Voting Ordinary Shares shall receive such dividend or distribution in the form of an equivalent number of Non-Voting Ordinary Shares or right to acquire Non-Voting Ordinary Shares. The Shares may be redeemable to the extent set forth in Article 18.

(d) Immediately prior to, and as a condition to the transfer of a Non-Voting Ordinary Share by the holder thereof to a non-Affiliated person or entity, each such Non-Voting Ordinary Share shall be converted, without payment of any additional consideration, into one (1) fully-paid and non-assessable Ordinary Share, according to the procedure set out below. Before any Non- Voting Ordinary Shares shall be converted, the holder thereof shall deliver to the Company written notice specifying the number of shares to be converted and immediately transferred and sold by it. From and after the date specified, or the occurrence of the conditions set forth in such notice, but subject to the completion of the transfer of such shares to a non-Affiliated person or entity, shares included in such notice shall be deemed converted as specified in the notice, and the transferee of such shares shall be deemed the owner and shall be treated for all purposes as the record holder of the number of Ordinary Shares into which such shares were converted. Except as specifically set forth in this Article 5 or otherwise with the prior written consent of the Company, Non-Voting Ordinary Shares shall not be convertible into Ordinary Shares (or any other class or series of shares in the Company).

(e) Without limiting the generality of Article 5(c), the Company shall not (i) (a) make a dividend or a distribution on its Ordinary Shares payable in Ordinary Shares, (b) subdivide its outstanding Ordinary Shares into a larger number of Ordinary Shares, (c) combine its outstanding Ordinary Shares into a smaller number of Ordinary Shares or (d) increase or decrease the number of Ordinary Shares outstanding by reclassification of its Ordinary Shares, unless, in each case, the Company shall make a corresponding dividend or distribution, subdivision, combination or reclassification of the Non-Voting Ordinary Shares so as to maintain the ratio of outstanding Ordinary Shares to outstanding Non-Voting Ordinary Shares; or (ii) enter into a business combination or other similar transaction providing for the exchange of Ordinary Shares for cash or other consideration unless the definitive agreement for such transaction provides for each Ordinary Share and Non-Voting Ordinary Share to receive the same consideration.

6. **INCREASE OF AUTHORIZED SHARE CAPITAL**.

(a) The Company may, from time to time, by a Shareholders' resolution, whether or not all of the shares then authorized have been issued, and whether or not all of the shares theretofore issued have been called up for payment, increase its authorized share capital by increasing the number of shares it is authorized to issue by such amount, and such additional shares shall confer such rights and preferences, and shall be subject to such restrictions, as such resolution shall provide, provided that any change in the authorized share capital of Non-Voting Ordinary Shares shall be subject to Article 7(b).

(b) Except to the extent otherwise provided in such resolution, any new shares included in the authorized share capital increase as aforesaid shall be subject to all of the provisions of these Articles that are applicable to shares that are included in the existing share capital.

7. **SPECIAL OR CLASS RIGHTS; MODIFICATION OF RIGHTS**.

(a) The Company may, from time to time, by a Shareholders' resolution, provide for shares with such preferred or deferred rights or other special rights and/or such restrictions, whether in regard to dividends, voting, repayment of share capital or otherwise, as may be stipulated in such resolution.

(b) If at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class, unless otherwise provided by these Articles, may be modified or cancelled by the Company by a resolution of the General Meeting of the holders of all shares as one class, without any required separate resolution of any class of shares. Notwithstanding anything contained hereunder, the rights attached or otherwise attributed solely to the Non- Voting Ordinary Shares may be modified or cancelled by the Company, as well as that any changes to the authorized share capital of Non-Voting Ordinary Shares as set forth in Article 5(a), or the issuance of additional authorized but unissued Non-Voting Ordinary Shares following the initial issuance of Non-Voting Ordinary Shares, shall, in each case, be made only by a resolution of the holders of such Non-Voting Ordinary Shares, as a class.

(c) The provisions of these Articles relating to General Meetings shall apply, *mutatis mutandis*, to any separate General Meeting of the holders of the shares of a particular class, it being clarified that the requisite quorum at any such separate General Meeting shall be two or more Shareholders present in person or by proxy and holding not less than thirty-three and one- third percent (33⅓%) of the issued shares of such class, provided, however, that if such separate General Meeting of the holders of the particular class was initiated by and convened pursuant to a resolution adopted by the Board of Directors and which at the time of such meeting the Company is a "foreign private issuer" under US securities laws, the requisite quorum at any such separate General Meeting shall be two or more Shareholders present in person or by proxy and holding not less than twenty five percent (25%) of the issued shares of such class.

(d) Unless otherwise provided by these Articles, an increase in the authorized share capital, the creation of a new class of shares, an increase in the authorized share capital of a class of shares, or the issuance of additional shares thereof out of the authorized and unissued share capital, shall not be deemed, for purposes of this Article 7, to modify or derogate or cancel the rights attached to previously issued shares of such class or of any other class.

8. **CONSOLIDATION, DIVISION, CANCELLATION AND REDUCTION OF SHARE CAPITAL**.

(a) The Company may, from time to time, by or pursuant to an authorization of a Shareholders' resolution, and subject to applicable law:

(i) consolidate all or any part of its issued or unissued authorized share capital;

(ii) divide or sub-divide its shares (issued or unissued) or any of them and the resolution whereby any share is divided may determine that, as among the holders of the shares resulting from such subdivision, one or more of the shares may, in contrast to others, have any such preferred or deferred rights or rights of redemption or other special rights, or be subject to any such restrictions, as the Company may attach to unissued or new shares;

(iii) cancel any authorized shares which, at the date of the adoption of such resolution, have not been issued to any person nor has the Company made any commitment, including a conditional commitment, to issue such shares, and reduce the amount of its share capital by the amount of the shares so canceled; or

(iv) reduce its share capital in any manner.

(b) With respect to any consolidation of issued shares and with respect to any other action which may result in fractional shares, the Board of Directors may settle any difficulty which may arise with regard thereto, as it deems fit, and, in connection with any such consolidation or other action which could result in fractional shares, may, without limiting its aforesaid power:

(i) determine, as to the holder of shares so consolidated, which issued shares shall be consolidated;

(ii) issue, in contemplation of or subsequent to such consolidation or other action, shares sufficient to preclude or remove fractional share holdings;

(iii) redeem such shares or fractional shares sufficient to preclude or remove fractional share holdings;

(iv) round up, round down or round to the nearest whole number, any fractional shares resulting from the consolidation or from any other action which may result in fractional shares; or

(v) cause the transfer of fractional shares by certain Shareholders of the Company to other Shareholders thereof so as to most expediently preclude or remove any fractional shareholdings, and cause the transferees of such fractional shares to pay the transferors thereof the fair value thereof, and the Board of Directors is hereby authorized to act in connection with such transfer, as agent for the transferors and transferees of any such fractional shares, with full power of substitution, for the purposes of implementing the provisions of this sub-Article 8(b)(v).

9. **ISSUANCE OF SHARE CERTIFICATES, REPLACEMENT OF LOST CERTIFICATES**.

(a) To the extent that the Board of Directors determines that all shares shall be certificated or, if the Board of Directors does not so determine, to the extent that any Shareholder requests a share certificate or the Company's transfer agent so requires, share certificates shall be issued under the corporate seal of the Company or its written, typed or stamped name and shall bear the signature of one Director, the Company's Chief Executive Officer, or any person or persons authorized therefor by the Board of Directors. Signatures may be affixed in any mechanical or electronic form, as the Board of Directors may prescribe.

(b) Subject to the provisions of Article 9(a), each Shareholder shall be entitled to one numbered certificate for all of the shares of any class registered in his or her name. Each certificate shall specify the serial numbers of the shares represented thereby and may also specify the amount paid up thereon. The Company (as determined by an officer of the Company to be designated by the Chief Executive Officer) shall not refuse a request by a Shareholder to obtain several certificates in place of one certificate, unless such request is, in the opinion of such officer, unreasonable. Where a Shareholder has sold or transferred a portion of such Shareholder's shares, such Shareholder shall be entitled to receive a certificate in respect of such Shareholder's remaining shares, provided that the previous certificate is delivered to the Company before the issuance of a new certificate.

(c) A share certificate registered in the names of two or more persons shall be delivered to the person first named in the Register of Shareholders in respect of such co-ownership.

(d) A share certificate which has been defaced, lost or destroyed, may be replaced, and the Company shall issue a new certificate to replace such defaced, lost or destroyed certificate upon payment of such fee, and upon the furnishing of such evidence of ownership and such indemnity, as the Board of Directors in its discretion deems fit.

10. **Registered Holder**.

Except as otherwise provided in these Articles or the Companies Law, the Company shall be entitled to treat the registered holder of each share as the absolute owner thereof, and accordingly, shall not, except as ordered by a court of competent jurisdiction, or as required by the Companies Law, be obligated to recognize any equitable or other claim to, or interest in, such share on the part of any other person.

11. **Issuance and Repurchase of Shares**.

(a) Subject to Article 7(b), the unissued shares from time to time shall be under the control of the Board of Directors (and, to the extent permitted by law, any Committee thereof), which shall have the power to issue or otherwise dispose of shares and of securities convertible or exercisable into or other rights to acquire from the Company to such persons, on such terms and conditions (including, inter alia, price, with or without premium, discount or commission, and terms relating to calls set forth in Article 13(f) hereof), and at such times, as the Board of Directors (or the Committee, as the case may be) deems fit, and the power to give to any person the option to acquire from the Company any shares or securities convertible or exercisable into or other rights to acquire from the Company on such terms and conditions (including, inter alia, price, with or without premium, discount or commission), during such time as the Board of Directors (or the Committee, as the case may be) deems fit.

(b) The Company may at any time and from time to time, subject to the Companies Law, repurchase or finance the purchase of any shares or other securities issued by the Company, in such manner and under such terms as the Board of Directors shall determine, whether from any one or more Shareholders. Such purchase shall not be deemed as payment of dividends and as such, no Shareholder will have the right to require the Company to purchase his or her shares or offer to purchase shares from any other Shareholders.

12. **Payment in Installment**.

If pursuant to the terms of issuance of any share, all or any portion of the price thereof shall be payable in installments, every such installment shall be paid to the Company on the due date thereof by the then registered holder(s) of the share or the person(s) then entitled thereto.

13. **Calls on Shares**.

(a) The Board of Directors may, from time to time, as it, in its discretion, deems fit, make calls for payment upon Shareholders in respect of any sum (including premium) which has not been paid up in respect of shares held by such Shareholders and which is not, pursuant to the terms of issuance of such shares or otherwise, payable at a fixed time, and each Shareholder shall pay the amount of every call so made upon him or her (and of each installment thereof if the same is payable in installments), to the person(s) and at the time(s) and place(s) designated by the Board of Directors, as any such times may be thereafter extended and/or such person(s) or place(s) changed. Unless otherwise stipulated in the resolution of the Board of Directors (and in the notice hereafter referred to), each payment in response to a call shall be deemed to constitute a pro rata payment on account of all the shares in respect of which such call was made.

(b) Notice of any call for payment by a shareholder shall be given in writing to such shareholder not less than fourteen (14) days prior to the time of payment fixed in such notice, and shall specify the time and place of payment, and the person to whom such payment is to be made. Prior to the time for any such payment fixed in a notice of a call given to a shareholder, the Board of Directors may in its absolute discretion, by notice in writing to such shareholder, revoke such call in whole or in part, extend the time fixed for payment thereof, or designate a different place of payment or person to whom payment is to be made. In the event of a call payable in installments, only one notice thereof need be given.

(c) If pursuant to the terms of issuance of a share or otherwise, an amount is made payable at a fixed time, such amount shall be payable at such time as if it were payable by virtue of a call made by the Board of Directors and for which notice was given in accordance with paragraphs (a) and (b) of this Article 13, and the provision of these Articles with regard to calls (and the non-payment thereof) shall be applicable to such amount or such installment (and the non-payment thereof).

(d) Joint holders of a share shall be jointly and severally liable to pay all calls for payment in respect of such share and all interest payable thereon.

(e) Any amount called for payment which is not paid when due shall bear interest from the date fixed for payment until actual payment thereof, at such rate (not exceeding the then prevailing debitory rate charged by leading commercial banks in Israel), and payable at such time(s) as the Board of Directors may prescribe.

(f) Upon the issuance of shares, the Board of Directors may provide for differences among the holders of such shares as to the amounts and times for payment of calls for payment in respect of such shares.

14. **PREPAYMENT**.

With the approval of the Board of Directors, any shareholder may pay to the Company any amount not yet payable in respect of his or her shares, and the Board of Directors may approve the payment by the Company of interest on any such amount until the same would be payable if it had not been paid in advance, at such rate and time(s) as may be approved by the Board of Directors. The Board of Directors may at any time cause the Company to repay all or any part of the money so advanced, without premium or penalty. Nothing in this Article 14 shall derogate from the right of the Board of Directors to make any call for payment before or after receipt by the Company of any such advance.

15. **FORFEITURE AND SURRENDER**.

(a) If any shareholder fails to pay an amount payable by virtue of a call, installment or interest thereon as provided for in accordance herewith, on or before the day fixed for payment of the same, the Board of Directors may at any time after the day fixed for such payment, so long as such amount (or any portion thereof) or interest thereon (or any portion thereof) remains unpaid, forfeit all or any of the shares in respect of which such payment was called for. All expenses incurred by the Company in attempting to collect any such amount or interest thereon, including, without limitation, attorneys' fees and costs of legal proceedings, shall be added to, and shall, for all purposes (including the accrual of interest thereon) constitute a part of, the amount payable to the Company in respect of such call.

(b) Upon the adoption of a resolution as to the forfeiture of a Shareholder's share, the Board of Directors shall cause notice thereof to be given to such shareholder, which notice shall state that, in the event of the failure to pay the entire amount so payable by a date specified in the notice (which date shall be not less than fourteen (14) days after the date such notice is given and which may be extended by the Board of Directors), such shares shall be ipso facto forfeited, provided, however, that, prior to such date, the Board of Directors may cancel such resolution of forfeiture, but no such cancellation shall stop the Board of Directors from adopting a further resolution of forfeiture in respect of the non-payment of the same amount.

(c) Without derogating from Articles 51 and 55 hereof, whenever shares are forfeited as herein provided, all dividends, if any, theretofore declared in respect thereof and not actually paid shall be deemed to have been forfeited at the same time.

(d) The Company, by resolution of the Board of Directors, may accept the voluntary surrender of any share.

(e) Any share forfeited or surrendered as provided herein, shall become the property of the Company as a dormant share, and the same, subject to the provisions of these Articles, may be sold, re-issued or otherwise disposed of as the Board of Directors deems fit.

(f) Any person whose shares have been forfeited or surrendered shall cease to be a shareholder in respect of the forfeited or surrendered shares, but shall, notwithstanding, be liable to pay, and shall forthwith pay, to the Company, all calls, interest and expenses owing upon or in respect of such shares at the time of forfeiture or surrender, together with interest thereon from the time of forfeiture or surrender until actual payment, at the rate prescribed in Article 13(e) above, and the Board of Directors, in its discretion, may, but shall not be obligated to, enforce or collect the payment of such amounts, or any part thereof, as it shall deem fit. In the event of such forfeiture or surrender, the Company, by resolution of the Board of Directors, may accelerate the date(s) of payment of any or all amounts then owing to the Company by the person in question (but not yet due) in respect of all shares owned by such shareholder, solely or jointly with another.

(g) The Board of Directors may at any time, before any share so forfeited or surrendered shall have been sold, re-issued or otherwise disposed of, nullify the forfeiture or surrender on such conditions as it deems fit, but no such nullification shall stop the Board of Directors from re-exercising its powers of forfeiture pursuant to this Article 15.

16. **LIEN**.

(a) Except to the extent the same may be waived or subordinated in writing, the Company shall have a first and paramount lien upon all the shares registered in the name of each shareholder (without regard to any equitable or other claim or interest in such shares on the part of any other person), and upon the proceeds of the sale thereof, for his or her debts, liabilities and engagements to the Company arising from any amount payable by such shareholder in respect of any unpaid or partly paid share, whether or not such debt, liability or engagement has matured. Such lien shall extend to all dividends from time to time declared or paid in respect of such share. Unless otherwise provided, the registration by the Company of a transfer of shares shall be deemed to be a waiver on the part of the Company of the lien (if any) existing on such shares immediately prior to such transfer.

(b) The Board of Directors may cause the Company to sell a share subject to such a lien when the debt, liability or engagement giving rise to such lien has matured, in such manner as the Board of Directors deems fit, but no such sale shall be made unless such debt, liability or engagement has not been satisfied within fourteen (14) days after written notice of the intention to sell shall have been served on such shareholder, his or her executors or administrators.

(c) The net proceeds of any such sale, after payment of the costs and expenses thereof or ancillary thereto, shall be applied in or toward satisfaction of the debts, liabilities or engagements of such shareholder in respect of such share (whether or not the same have matured), and the remaining proceeds (if any) shall be paid to the shareholder, his or her executors, administrators or assigns.

17. **Sale After Forfeiture or Surrender or For Enforcement of Lien**.

Upon any sale of a share after forfeiture or surrender or for enforcing a lien, the Board of Directors may appoint any person to execute an instrument of transfer of the share so sold and cause the purchaser's name to be entered in the Register of Shareholders in respect of such share. The purchaser shall be registered as the shareholder and shall not be bound to see to the regularity of the sale proceedings, or to the application of the proceeds of such sale, and after his or her name has been entered in the Register of Shareholders in respect of such share, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

18. **Redeemable Shares**.

The Company may, subject to applicable law, issue redeemable shares or other securities and redeem the same upon terms and conditions to be set forth in a written agreement between the Company and the holder of such shares or in their terms of issuance.

Transfer of Shares

19. **Registration of Transfer**.

No transfer of shares shall be registered unless a proper writing or instrument of transfer (in any customary form or any other form satisfactory to the Board of Directors or an officer of the Company to be designated by the Chief Executive Officer) has been submitted to the Company (or its transfer agent), together with any share certificate(s) and such other evidence of title as the Board of Directors or an officer of the Company to be designated by the Chief Executive Officer may require. Notwithstanding anything to the contrary herein, shares registered in the name of The Depository Trust Company or its nominee shall be transferrable in accordance with the policies and procedures of The Depository Trust Company. Until the transferee has been registered in the Register of Shareholders in respect of the shares so transferred, the Company may continue to regard the transferor as the owner thereof. The Board of Directors, may, from time to time, prescribe a fee for the registration of a transfer, and may approve other methods of recognizing the transfer of shares in order to facilitate the trading of the Company's shares on the New York Stock Exchange or on any other stock exchange on which the Company's shares are then listed for trading.

20. **Suspension of Registration**.

The Board of Directors may, in its discretion to the extent it deems necessary, close the Register of Shareholders of registration of transfers of shares for a period determined by the Board of Directors, and no registrations of transfers of shares shall be made by the Company during any such period during which the Register of Shareholders is so closed.

Transmission of Shares

21. **Decedents' Shares**.

Upon the death of a Shareholder, the Company shall recognize the custodian or administrator of the estate or executor of the will, and in the absence of such, the lawful heirs of the Shareholder, as the only holders of the right for the shares of the deceased Shareholder, after receipt of evidence to the entitlement thereto, as determined by the Board of Directors or an officer of the Company to be designated by the Chief Executive Officer.

22. **Receivers and Liquidators**.

(a) The Company may recognize any receiver, liquidator or similar official appointed to wind-up, dissolve or otherwise liquidate a corporate Shareholder, and a trustee, manager, receiver, liquidator or similar official appointed in bankruptcy or in connection with the reorganization of, or similar proceeding with respect to a Shareholder or its properties, as being entitled to the shares registered in the name of such Shareholder.

(b) Such receiver, liquidator or similar official appointed to wind-up, dissolve or otherwise liquidate a corporate Shareholder and such trustee, manager, receiver, liquidator or similar official appointed in bankruptcy or in connection with the reorganization of, or similar proceedings with respect to a Shareholder or its properties, upon producing such evidence as the Board of Directors (or an officer of the Company to be designated by the Chief Executive Officer) may deem sufficient as to his or her authority to act in such capacity or under this Article, shall with the consent of the Board of Directors or an officer of the Company to be designated by the Chief Executive Officer (which the Board of Directors or such officer may grant or refuse in its absolute discretion), be registered as a Shareholder in respect of such shares, or may, subject to the regulations as to transfer herein contained, transfer such shares.

General Meetings

23. **General Meetings**.

(a) An annual General Meeting ("**Annual General Meeting**") shall be held at such time and at such place, either within or outside of the State of Israel, as may be determined by the Board of Directors.

(b) All General Meetings other than Annual General Meetings shall be called "**Special General Meetings**". The Board of Directors may, at its discretion, convene a Special General Meeting at such time and place, within or outside of the State of Israel, as may be determined by the Board of Directors.

(c) If so determined by the Board of Directors, an Annual General Meeting or a Special General Meeting may be held through the use of any means of communication approved by the Board of Directors, provided all of the participating Shareholders can hear each other simultaneously. A resolution approved by use of means of communications as aforesaid, shall be deemed to be a resolution lawfully adopted at such general meeting and a Shareholder shall be deemed present in person at such general meeting if attending such meeting through the means of communication used at such meeting.

24. **Record Date for General Meeting**.

Notwithstanding any provision of these Articles to the contrary, and to allow the Company to determine the Shareholders entitled to notice of or to vote at any General Meeting or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or grant of any rights, or entitled to exercise any rights in respect of or to take or be the subject of any other action, the Board of Directors may fix a record date for the General Meeting, which shall not be more than the maximum period and not less than the minimum period permitted by law. A determination of Shareholders of record entitled to notice of or to vote at a General Meeting shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

25. **SHAREHOLDER PROPOSAL REQUEST**.

(a) Any Shareholder or Shareholders of the Company holding at least the required percentage under the Companies Law of the voting rights of the Company which entitles such Shareholder(s) to require the Company to include a matter on the agenda of a General Meeting (the "**Proposing Shareholder(s)**") may request, subject to the Companies Law, that the Board of Directors include a matter on the agenda of a General Meeting to be held in the future, provided that the Board of Directors determines that the matter is appropriate to be considered at a General Meeting (a "**Proposal Request**"). In order for the Board of Directors to consider a Proposal Request and whether to include the matter stated therein in the agenda of a General Meeting, notice of the Proposal Request must be timely delivered in accordance with applicable law, and the Proposal Request must comply with the requirements of these Articles (including this Article 25) and any applicable law and stock exchange rules and regulations. The Proposal Request must be in writing, signed by all of the Proposing Shareholder(s) making such request,delivered, either in person or by registered mail, postage prepaid, and received by the Secretary (or, in the absence thereof, by the Chief Executive Officer of the Company). To be considered timely, a Proposal Request must be received within the time periods prescribed by applicable law. The announcement of an adjournment or postponement of a General Meeting shall not commence a new time period (or extend any time period) for the delivery of a Proposal Request as described above. In addition to any information required to be included in accordance with applicable law, a Proposal Request must include the following: (i) the name, address, telephone number, fax number and email address of the Proposing Shareholder (or each Proposing Shareholder, as the case may be) and, if an entity, the name(s) of the person(s) that controls or manages such entity; (ii) the number of Shares held by the Proposing Shareholder(s), directly or indirectly (and, if any of such Shares are held indirectly, an explanation of how they are held and by whom), which shall be in such number no less than as is required to qualify as a Proposing Shareholder, accompanied by evidence satisfactory to the Company of the record holding of such Shares by the Proposing Shareholder(s) as of the date of the Proposal Request; (iii) the matter requested to be included on the agenda of a General Meeting, all information related to such matter, the reason that such matter is proposed to be brought before the General Meeting, the complete text of the resolution that the Proposing Shareholder proposes to be voted upon at the General Meeting, and a representation that the Proposing Shareholder(s) intend to appear in person or by proxy at the meeting; (iv) a description of all arrangements or understandings between the Proposing Shareholders and any other Person(s) (naming such Person or Persons) in connection with the matter that is requested to be included on the agenda and a declaration signed by all Proposing Shareholder(s) of whether any of them has a personal interest in the matter and, if so, a description in reasonable detail of such personal interest; (v) a description of all Derivative Transactions (as defined below) by each Proposing Shareholder(s) during the previous twelve (12) month period, including the date of the transactions and the class, series and number of securities involved in, and the material economic terms of, such Derivative Transactions; and (vi) a declaration that all of the information that is required under the Companies Law and any other applicable law and stock exchange rules and regulations to be provided to the Company in connection with such matter, if any, has been provided to the Company. The Board of Directors, may, in its discretion, to the extent it deems necessary, request that the Proposing Shareholder(s) provide additional information necessary so as to include a matter in the agenda of a General Meeting, as the Board of Directors may reasonably require.

A "**Derivative Transaction**" means any agreement, arrangement, interest or understanding entered into by, or on behalf or for the benefit of, any Proposing Shareholder or any of its affiliates or associates, whether of record or beneficial: (1) the value of which is derived in whole or in part from the value of any class or series of shares or other securities of the Company, (2) which otherwise provides any direct or indirect opportunity to gain or share in any gain derived from a change in the value of securities of the Company, (3) the effect or intent of which is to mitigate loss, manage risk or benefit of security value or price changes, or (4) which provides the right to vote or increase or decrease the voting power of, such Proposing Shareholder, or any of its affiliates or associates, with respect to any shares or other securities of the Company, which agreement, arrangement, interest or understanding may include, without limitation, any option, warrant, debt position, note, bond, convertible security, swap, stock appreciation right, short position, profit interest, hedge, right to dividends, voting agreement, performance-related fee or arrangement to borrow or lend shares (whether or not subject to payment, settlement, exercise or conversion in any such class or series), and any proportionate interest of such Proposing Shareholder in the securities of the Company held by any general or limited partnership, or any limited liability company, of which such Proposing Shareholder is, directly or indirectly, a general partner or managing member.

(b) The information required pursuant to this Article shall be updated as of (i) the record date of the General Meeting, (ii) five business days before the General Meeting, and (iii) as of the General Meeting, and any adjournment or postponement thereof.

(c) The provisions of Articles 25(a) and 25(b) shall apply, *mutatis mutandis,* on any matter to be included on the agenda of a Special General Meeting which is convened pursuant to a request of a Shareholder duly delivered to the Company in accordance with the Companies Law.

(d) Notwithstanding anything to the contrary herein, this Article 25 may only be amended, replaced or suspended by a resolution adopted at a General Meeting by a supermajority of at least sixty-five percent (65%) of the total voting power of the Shareholders.

26. **NOTICE OF GENERAL MEETINGS; OMISSION TO GIVE NOTICE**.

(a) The Company is not required to give notice of a General Meeting, subject to any mandatory provision of the Companies Law.

(b) The accidental omission to give notice of a General Meeting to any Shareholder, or the non-receipt of notice sent to such Shareholder, shall not invalidate the proceedings at such meeting or any resolution adopted thereat.

(c) No Shareholder present, in person or by proxy, at any time during a General Meeting shall be entitled to seek the cancellation or invalidation of any proceedings or resolutions adopted at such General Meeting on account of any defect in the notice of such meeting relating to the time or the place thereof, or any item acted upon at such meeting.

(d) In addition to any places at which the Company may make available for review by Shareholders the full text of the proposed resolutions to be adopted at a General Meeting, as required by the Companies Law, the Company may add additional places for Shareholders to review such proposed resolutions, including an internet site.

PROCEEDINGS AT GENERAL MEETINGS

27. **QUORUM**.

(a) No business shall be transacted at a General Meeting, or at any adjournment thereof, unless the quorum required under these Articles for such General Meeting or such adjourned meeting, as the case may be, is present when the meeting proceeds to business.

(b) In the absence of contrary provisions in these Articles, the requisite quorum for any General Meeting shall be two or more Shareholders (not in default in payment of any sum referred to in Article 13 hereof) present in person or by proxy and holding shares conferring in the aggregate at least thirty-three and one-third percent (33⅓%) of the voting power of the Company, provided, however, that with respect to any General Meeting that was initiated by and convened pursuant to a resolution adopted by the Board of Directors and which at the time of such General Meeting the Company is a "foreign private issuer" under US securities laws, the requisite quorum shall be two or more Shareholders (not in default in payment of any sum referred to in Article 13 hereof) present in person or by proxy and holding shares conferring in the aggregate at least twenty five percent (25%) of the voting power of the Company. For the purpose of determining the quorum present at a certain General Meeting, a proxy may be deemed to be two (2) or more Shareholders pursuant to the number of Shareholders represented by the proxy holder.

(c) If within half an hour from the time appointed for the meeting a quorum is not present, then without any further notice the meeting shall be adjourned either (i) to the same day in the next week, at the same time and place, (ii) to such day and at such time and place as indicated in the notice of such meeting, or (iii) to such day and at such time and place as the Chairperson of the General Meeting shall determine (which may be earlier or later than the date pursuant to clause (i) above). No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting as originally called. At such adjourned meeting, if the original meeting was convened upon request under Section 63 of the Companies Law, one or more shareholders, present in person or by proxy, and holding the number of shares required for making such request, shall constitute a quorum, but in any other case any shareholder (not in default as aforesaid) present in person or by proxy, shall constitute a quorum.

28. **CHAIRPERSON OF GENERAL MEETING**.

The Chairperson of the Board of Directors shall preside as Chairperson of every General Meeting of the Company. If at any meeting the Chairperson is not present within fifteen (15) minutes after the time fixed for holding the meeting or is unwilling or unable to act as Chairperson, any of the following may preside as Chairperson of the meeting (and in the following order): a Director designated by the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, the General Counsel, the Secretary or any person designated by any of the foregoing. If at any such meeting none of the foregoing persons is present or all are unwilling or unable to act as Chairperson, the Shareholders present (in person or by proxy) shall choose a Shareholder or its proxy present at the meeting to be Chairperson. The office of Chairperson shall not, by itself, entitle the holder thereof to vote at any General Meeting nor shall it entitle such holder to a second or casting vote (without derogating, however, from the rights of such Chairperson to vote as a Shareholder or proxy of a Shareholder if, in fact, he is also a Shareholder or such proxy).

29. **ADOPTION OF RESOLUTIONS AT GENERAL MEETINGS**.

(a) Except as required by the Companies Law or these Articles, including, without limitation, Article 39 below, a resolution of the Shareholders shall be adopted if approved by the holders of a simple majority of the voting power represented at the General Meeting in person or by proxy and voting thereon, as one class, and disregarding abstentions from the count of the voting power present and voting. Without limiting the generality of the foregoing, a resolution with respect to a matter or action for which the Companies Law prescribes a higher majority or pursuant to which a provision requiring a higher majority would have been deemed to have been incorporated into these Articles, but for which the Companies Law allows these Articles to provide otherwise (including, Sections 327 and 24 of the Companies Law), shall be adopted by a simple majority of the voting power represented at the General Meeting in person or by proxy and voting thereon, as one class, and disregarding abstentions from the count of the voting power present and voting.

(b) Every question submitted to a General Meeting shall be decided by a show of hands, but the Chairperson of the General Meeting may determine that a resolution shall be decided by a written ballot. A written ballot may be implemented before the proposed resolution is voted upon or immediately after the declaration by the Chairperson of the results of the vote by a show of hands. If a vote by written ballot is taken after such declaration, the results of the vote by a show of hands shall be of no effect, and the proposed resolution shall be decided by such written ballot.

(c) A defect in convening or conducting a General Meeting, including a defect resulting from the non-fulfillment of any provision or condition set forth in the Companies Law or these Articles, including with regard to the manner of convening or conducting the General Meeting, shall not disqualify any resolution passed at the General Meeting and shall not affect the discussions or decisions which took place thereat.

(d) A declaration by the Chairperson of the General Meeting that a resolution has been carried unanimously, or carried by a particular majority, or rejected, and an entry to that effect in the minute book of the Company, shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.

30. **POWER TO ADJOURN**.

A General Meeting, the consideration of any matter on its agenda, or the resolution on any matter on its agenda, may be postponed or adjourned, from time to time and from place to place: (i) by the Chairperson of a General Meeting at which a quorum is present (and he shall do so if directed by the General Meeting, with the consent of the holders of a majority of the voting power represented in person or by proxy and voting on the question of adjournment), but no business shall be transacted at any such adjourned meeting except business which might lawfully have been transacted at the meeting as originally called, or a matter on its agenda with respect to which no resolution was adopted at the meeting originally called; or (ii) by the Board of Directors (whether prior to or at a General Meeting).

31. **VOTING POWER**.

Subject to the provisions of Article 32(a) and to any provision hereof conferring special rights as to voting, or restricting the right to vote, every Shareholder shall have one vote for each Ordinary Share held by the Shareholder of record, on every resolution, without regard to whether the vote thereon is conducted by a show of hands, by written ballot, or by any other means, and except and solely to the extent required for purposes of Article 7(b) or Article 71, the Non- Voting Ordinary Shares shall not entitle its holder to any voting powers in respect of the Non- Voting Ordinary Shares.

32. **VOTING RIGHTS.**

(a) No shareholder shall be entitled to vote at any General Meeting (or be counted as a part of the quorum thereat), unless all calls then payable by him or her in respect of his or her shares in the Company have been paid.

(b) A company or other corporate body being a Shareholder of the Company may duly authorize any person to be its representative at any meeting of the Company or to execute or deliver a proxy on its behalf. Any person so authorized shall be entitled to exercise on behalf of such Shareholder all the power, which the Shareholder could have exercised if it were an individual. Upon the request of the Chairperson of the General Meeting, written evidence of such authorization (in form acceptable to the Chairperson) shall be delivered to him or her.

(c) Any Shareholder entitled to vote may vote either in person or by proxy (who need not be a Shareholder of the Company), or, if the Shareholder is a company or other corporate body, by representative authorized pursuant to Article (b) above.

(d) If two or more persons are registered as joint holders of any share, the vote of the senior who tenders a vote, in person or by proxy, shall be accepted to the exclusion of the vote(s) of the other joint holder(s). For the purpose of this Article 32(d), seniority shall be determined by the order of registration of the joint holders in the Register of Shareholders.

(e) If a Shareholder is a minor, under protection, bankrupt or legally incompetent, or in the case of a corporation, is in receivership or liquidation, it may, subject to all other provisions of these Articles and any documents or records required to be provided under these Articles, vote through his, her or its trustees, receiver, liquidator, natural guardian or another legal guardian, as the case may be, and the persons listed above may vote in person or by proxy.

PROXIES

33. **INSTRUMENT OF APPOINTMENT**.

(a) An instrument appointing a proxy shall be in writing and shall be substantially in the following form:

"I _____ of _____
(Name of Shareholder) *(Address of Shareholder)*

Being a shareholder of Taboola.com Ltd. hereby appoints

_____ of _____
(Name of Proxy) *(Address of Proxy)*

as my proxy to vote for me and on my behalf at the General Meeting of the Company to be held on the _____day of_____ , _____ and at any adjournment(s) thereof.

Signed this_____day of _____ , _____ .

(Signature of Appointor)"

or in any usual or common form or in such other form as may be approved by the Board of Directors. Such proxy shall be duly signed by the appointor of such person's duly authorized attorney, or, if such appointor is company or other corporate body, in the manner in which it signs documents which binds it together with a certificate of an attorney with regard to the authority of the signatories.

(b) Subject to the Companies Law, the original instrument appointing a proxy or a copy thereof certified by an attorney (and the power of attorney or other authority, if any, under which such instrument has been signed) shall be delivered to the Company (at its Office, at its principal place of business, or at the offices of its registrar or transfer agent, or at such place as notice of the meeting may specify) not less than forty eight (48) hours (or such shorter period as the notice shall specify) before the time fixed for such meeting. Notwithstanding the above, the Chairperson shall have the right to waive the time requirement provided above with respect to all instruments of proxies and to accept instruments of proxy until the beginning of a General Meeting. A document appointing a proxy shall be valid for every adjourned meeting of the General Meeting to which the document relates.

34. **EFFECT OF DEATH OF APPOINTOR OF TRANSFER OF SHARE AND OR REVOCATION OF APPOINTMENT.**

(a) A vote cast in accordance with an instrument appointing a proxy shall be valid notwithstanding the prior death or bankruptcy of the appointing Shareholder (or of his or her attorney-in-fact, if any, who signed such instrument), or the transfer of the share in respect of which the vote is cast, unless written notice of such matters shall have been received by the Company or by the Chairperson of such meeting prior to such vote being cast.

(b) Subject to the Companies Law, an instrument appointing a proxy shall be deemed revoked (i) upon receipt by the Company or the Chairperson, subsequent to receipt by the Company of such instrument, of written notice signed by the person signing such instrument or by the Shareholder appointing such proxy canceling the appointment thereunder (or the authority pursuant to which such instrument was signed) or of an instrument appointing a different proxy (and such other documents, if any, required under Article 33(b) for such new appointment), provided such notice of cancellation or instrument appointing a different proxy were so received at the place and within the time for delivery of the instrument revoked thereby as referred to in Article 33(b) hereof, or (ii) if the appointing Shareholder is present in person at the meeting for which such instrument of proxy was delivered, upon receipt by the Chairperson of such meeting of written notice from such Shareholder of the revocation of such appointment, or if and when such Shareholder votes at such meeting. A vote cast in accordance with an instrument appointing a proxy shall be valid notwithstanding the revocation or purported cancellation of the appointment, or the presence in person or vote of the appointing Shareholder at a meeting for which it was rendered, unless such instrument of appointment was deemed revoked in accordance with the foregoing provisions of this Article 34(b) at or prior to the time such vote was cast.

BOARD OF DIRECTORS

35. **POWERS OF THE BOARD OF DIRECTORS**.

(a) The Board of Directors may exercise all such powers and do all such acts and things as the Board of Directors is authorized by law or as the Company is authorized to exercise and do and are not hereby or by law required to be exercised or done by the General Meeting. The authority conferred on the Board of Directors by this Article 35 shall be subject to the provisions of the Companies Law, these Articles and any regulation or resolution consistent with these Articles adopted from time to time at a General Meeting, provided, however, that no such regulation or resolution shall invalidate any prior act done by or pursuant to a decision of the Board of Directors which would have been valid if such regulation or resolution had not been adopted.

(b) Without limiting the generality of the foregoing, the Board of Directors may, from time to time, set aside any amount(s) out of the profits of the Company as a reserve or reserves for any purpose(s) which the Board of Directors, in its absolute discretion, shall deem fit, including without limitation, capitalization and distribution of bonus shares, and may invest any sum so set aside in any manner and from time to time deal with and vary such investments and dispose of all or any part thereof, and employ any such reserve or any part thereof in the business of the Company without being bound to keep the same separate from other assets of the Company, and may subdivide or re-designate any reserve or cancel the same or apply the funds therein for another purpose, all as the Board of Directors may from time to time think fit.

36. **EXERCISE OF POWERS OF THE BOARD OF DIRECTORS**.

(a) A meeting of the Board of Directors at which a quorum is present in accordance with Article 45 shall be competent to exercise all the authorities, powers and discretion vested in or exercisable by the Board of Directors.

(b) A resolution proposed at any meeting of the Board of Directors shall be deemed adopted if approved by a majority of the Directors present, entitled to vote and voting thereon when such resolution is put to a vote.

(c) The Board of Directors may adopt resolutions, without convening a meeting of the Board of Directors, in writing or in any other manner permitted by the Companies Law.

37. **DELEGATION OF POWERS**.

(a) The Board of Directors may, subject to the provisions of the Companies Law, delegate any or all of its powers to committees (in these Articles referred to as a "**Committee of the Board of Directors**", or "**Committee**"), each consisting of one or more persons (who may or may not be Directors), and it may from time to time revoke such delegation or alter the composition of any such Committee. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board of Directors, subject to applicable law. No regulation imposed by the Board of Directors on any Committee and no resolution of the Board of Directors shall invalidate any prior act done or pursuant to a resolution by the Committee which would have been valid if such regulation or resolution of the Board of Directors had not been adopted. The meetings and proceedings of any such Committee of the Board of Directors shall, mutatis mutandis, be governed by the provisions herein contained for regulating the meetings of the Board of Directors, to the extent not superseded by any regulations adopted by the Board of Directors. Unless otherwise expressly prohibited by the Board of Directors, in delegating powers to a Committee of the Board of Directors, such Committee shall be empowered to further delegate such powers.

(b) The Board of Directors may from time to time appoint a Secretary to the Company, as well as Officers, agents, employees and independent contractors, as the Board of Directors deems fit, and may terminate the service of any such person. The Board of Directors may, subject to the provisions of the Companies Law, determine the powers and duties, as well as the salaries and compensation, of all such persons.

(c) The Board of Directors may from time to time, by power of attorney or otherwise, appoint any person, company, firm or body of persons to be the attorney or attorneys of the Company at law or in fact for such purposes(s) and with such powers, authorities and discretions, and for such period and subject to such conditions, as it deems fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board of Directors deems fit, and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him or her.

38. **NUMBER OF DIRECTORS**.

(a) The Board of Directors shall consist of such number of Directors (not less than three (3) nor more than eleven (11), including the External Directors, if any were elected) as may be fixed from time to time by resolution of the Board of Directors.

(b) Notwithstanding anything to the contrary herein, this Article 38 may only be amended or replaced by a resolution adopted at a General Meeting by a majority of at least sixty-five percent (65%) of the total voting power of the Company's shareholders.

39. **ELECTION AND REMOVAL OF DIRECTORS**.

(a) The Directors, excluding the External Directors, if any were elected, shall be classified, with respect to the term for which they each severally hold office, into three classes, as nearly equal in number as practicable, hereby designated as Class I, Class II and Class III (each, a "**Class**"). The Board of Directors may assign members of the Board of Directors already in office to such classes at the time such classification becomes effective.

(i) The term of office of the initial Class I directors shall expire at the Annual General Meeting to be held in 2022 and when their successors are elected and qualified,

(ii) The term of office of the initial Class II directors shall expire at the first Annual General Meeting following the Annual General Meeting referred to in clause (i) above and when their successors are elected and qualified, and

(iii) The term of office of the initial Class III directors shall expire at the first Annual General Meeting following the Annual General Meeting referred to in clause (ii) above and when their successors are elected and qualified,

(b) At each Annual General Meeting, commencing with the Annual General Meeting to be held in 2022, each Nominee or Alternate Nominee elected at such Annual General Meeting to serve as a Director in a Class whose term shall have expired at such Annual General Meeting shall be elected to hold office until the third Annual General Meeting next succeeding his or her election and until his or her respective successor shall have been elected and qualified. Notwithstanding anything to the contrary, each Director shall serve until his or her successor is elected and qualified or until such earlier time as such Director's office is vacated.

(c) If the number of Directors (excluding External Directors, if any were elected) that comprises the Board of Directors is hereafter changed by the Board, any newly created directorships or decrease in directorships shall be so apportioned by the Board of Directors among the classes as to make all classes as nearly equal in number as is practicable, provided that no decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent Director.

(d) Prior to every General Meeting of the Company at which Directors are to be elected, and subject to clauses (a) and (h) of this Article, the Board of Directors (or a Committee thereof) shall select, by a resolution adopted by a majority of the Board of Directors (or such Committee),a number of Persons to be proposed to the Shareholders for election as Directors at such General Meeting (the "**Nominees**").

(e) Any Proposing Shareholder requesting to include on the agenda of a General Meeting a nomination of a Person to be proposed to the Shareholders for election as Director (such person, an "**Alternate Nominee**"), may so request provided that it complies with this Article 39(e), Article 25 and applicable law. Unless otherwise determined by the Board of Directors, a Proposal Request relating to an Alternate Nominee is deemed to be a matter that is appropriate to be considered only at an Annual General Meeting. In addition to any information required to be included in accordance with applicable law, such a Proposal Request shall include information required pursuant to Article 25, and shall also set forth: (i) the name, address, telephone number, fax number and email address of the Alternate Nominee and all citizenships and residencies of the Alternate Nominee; (ii) a description of all arrangements, relations or understandings during the past three (3) years, and any other material relationships, between the Proposing Shareholder(s) or any of its affiliates and each Alternate Nominee; (iii) a declaration signed by the Alternate Nominee that he or she consents to be named in the Company's notices and proxy materials and on the Company's proxy card relating to the General Meeting, if provided or published, and that he or she, if elected, consents to serve on the Board of Directors and to be named in the Company's disclosures and filings; (iv) a declaration signed by each Alternate Nominee as required under the Companies Law and any other applicable law and stock exchange rules and regulations for the appointment of such an Alternate Nominee and an undertaking that all of the information that is required under law and stock exchange rules and regulations to be provided to the Company in connection with such an appointment has been provided (including, information in respect of the Alternate Nominee as would be provided in response to the applicable disclosure requirements under Form 20-F or any other applicable form prescribed by the U.S. Securities and Exchange Commission (the "**SEC**")); (v) a declaration made by the Alternate Nominee of whether he or she meets the criteria for an independent director and, if applicable, External Director of the Company under the Companies Law and/or under any applicable law, regulation or stock exchange rules, and if not, then an explanation of why not; and (vi) any other information required at the time of submission of the Proposal Request by applicable law, regulations or stock exchange rules. In addition, the Proposing Shareholder(s) and each Alternate Nominee shall promptly provide any other information reasonably requested by the Company, including a duly completed director and officer questionnaire, in such form as may be provided by the Company, with respect to each Alternate Nominee. The Board of Directors may refuse to acknowledge the nomination of any person not made in compliance with the foregoing. The Company shall be entitled to publish any information provided by a Proposing Shareholder or Alternate Nominee pursuant to this Article 39(e) and Article 25, and the Proposing Shareholder and Alternate Nominee shall be responsible for the accuracy and completeness thereof.

(f) The Nominees or Alternate Nominees shall be elected by a resolution adopted at the General Meeting at which they are subject to election. Notwithstanding Articles 25(a) and 25(c), in the event of a Contested Election, the method of calculation of the votes and the manner in which the resolutions will be presented to the General Meeting shall be determined by the Board of Directors in its discretion. In the event that the Board of Directors does not or is unable to make a determination on such matter, then the method described in clause (ii) below shall apply. The Board of Directors may consider, among other things, the following methods: (i) election of competing slates of Director nominees (determined in a manner approved by the Board of Directors) by a majority of the voting power represented at the General Meeting in person or by proxy and voting on such competing slates, (ii) election of individual Directors by a plurality of the voting power represented at the General Meeting in person or by proxy and voting on the election of Directors (which shall mean that the nominees receiving the largest number of "for" votes will be elected in such Contested Election), (iii) election of each nominee by a majority of the voting power represented at the General Meeting in person or by proxy and voting on the election of Directors, provided that if the number of such nominees exceeds the number of Directors to be elected, then as among such elected nominees the election shall be by plurality of the voting power as described above, and (iv) such other method of voting as the Board of Directors deems appropriate, including use of a "universal proxy card" listing all Nominees and Alternate Nominees by the Company. For the purposes of these Articles, election of Directors at a General Meeting shall be considered a "Contested Election" if the aggregate number of Nominees and Alternate Nominees at such meeting exceeds the total number of Directors to be elected at such meeting, with the determination thereof being made by the Secretary (or, in the absence thereof, by the Chief Executive Officer of the Company) as of the close of the applicable notice of nomination period under Article 25 or under applicable law, based on whether one or more notice(s) of nomination were timely filed in accordance with Article 25, this Article 39 and applicable law; provided, however, that the determination that an election is a Contested Election shall not be determinative as to the validity of any such notice of nomination; and provided, further, that, if, prior to the time the Company mails its initial proxy statement in connection with such election of Directors, one or more notices of nomination of an Alternate Nominee are withdrawn such that the number of candidates for election as Director no longer exceeds the number of Directors to be elected, the election shall not be considered a Contested Election. At any General Meeting at which Directors are to be elected, each shareholder shall be entitled to cast a number of votes with respect to nominees for election to the Board of Directors up to the total number of Directors to be elected at such meeting. Shareholders shall not be entitled to cumulative voting in the election of Directors.

(g) Notwithstanding anything to the contrary herein, this Article 39 and Article 42(e) may only be amended, replaced or suspended by a resolution adopted at a General Meeting by a majority of at least sixty-five percent (65%) of the total voting power of the Company's shareholders.

(h) Notwithstanding anything to the contrary in these Articles, the election, qualification, removal or dismissal of External Directors, if so elected, shall be only in accordance with the applicable provisions set forth in the Companies Law.

40. **COMMENCEMENT OF DIRECTORSHIP**.

Without derogating from Article 39, the term of office of a Director shall commence as of the date of his or her appointment or election, or on a later date if so specified in his or her appointment or election.

41. **CONTINUING DIRECTORS IN THE EVENT OF VACANCIES**.

The Board of Directors (and, if so determined by the Board of Directors, the General Meeting) may at any time and from time to time appoint any person as a Director to fill a vacancy (whether such vacancy is due to a Director no longer serving or due to the number of Directors serving being less than the maximum number stated in Article 38 hereof). In the event of one or more such vacancies in the Board of Directors, the continuing Directors may continue to act in every matter, provided, however, that if the number of Directors serving is less than the minimum number provided for pursuant to Article 38 hereof, they may only act in an emergency or to fill the office of a Director which has become vacant up to a number equal to the minimum number provided for pursuant to Article 38 hereof, or in order to call a General Meeting of the Company for the purpose of electing Directors to fill any or all vacancies. The office of a Director that was appointed by the Board of Directors to fill any vacancy shall only be for the remaining period of time during which the Director whose service has ended was filled would have held office, or in case of a vacancy due to the number of Directors serving being less than the maximum number stated in Article 38 hereof the Board of Directors shall determine at the time of appointment the class pursuant to Article 39 to which the additional Director shall be assigned. Notwithstanding anything to the contrary herein, this Article 41 may only be amended, replaced or suspended by a resolution adopted at a General Meeting by a majority of at least sixty-five percent (65%) of the total voting power of the Company's shareholders.

42. **VACATION OF OFFICE**.

The office of a Director shall be vacated and he shall be dismissed or removed:

(a) ipso facto, upon his or her death;

(b) if he or she is prevented by applicable law from serving as a Director;

(c) if the Board of Directors determines that due to his or her mental or physical state he or she is unable to serve as a director;

(d) if his or her directorship expires pursuant to these Articles and/or applicable law;

(e) by a resolution adopted at a General Meeting by a majority of at least sixty-five percent (65%) of the total voting power of the Company's shareholders (with such removal becoming effective on the date fixed in such resolution);

(f) by his or her written resignation, such resignation becoming effective on the date fixed therein, or upon the delivery thereof to the Company, whichever is later; or

(g) with respect to an External Director, if so elected, and notwithstanding anything to the contrary herein, only pursuant to applicable law.

43. **CONFLICT OF INTERESTS; APPROVAL OF RELATED PARTY TRANSACTIONS**.

(a) Subject to the provisions of applicable law and these Articles, no Director shall be disqualified by virtue of his or her office from holding any office or place of profit in the Company or in any company in which the Company shall be a shareholder or otherwise interested, or from contracting with the Company as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor, other than as required under the Companies Law, shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realized by any such contract or arrangement by reason only of such Director's holding that office or of the fiduciary relations thereby established, but the nature of his or her interest, as well as any material fact or document, must be disclosed by him or her at the meeting of the Board of Directors at which the contract or arrangement is first considered, if his or her interest then exists, or, in any other case, at no later than the first meeting of the Board of Directors after the acquisition of his or her interest.

(b) Subject to the Companies Law and these Articles, a transaction between the Company and an Office Holder, and a transaction between the Company and another entity in which an Office Holder of the Company has a personal interest, in each case, which is not an Extraordinary Transaction (as defined by the Companies Law), shall require only approval by the Board of Directors or a Committee of the Board of Directors. Such authorization, as well as the actual approval, may be for a particular transaction or more generally for specific type of transactions.

PROCEEDINGS OF THE BOARD OF DIRECTORS

44. **MEETINGS**.

(a) The Board of Directors may meet and adjourn its meetings and otherwise regulate such meetings and proceedings as the Board of Directors thinks fit.

(b) A meeting of the Board of Directors shall be convened by the Secretary upon instruction of the Chairperson or upon a request of at least two Directors which is submitted to the Chairperson or in any event that such meeting is required by the provisions of the Companies Law. In the event that the Chairperson does not instruct the Secretary to convene a meeting upon a request of at least two (2) Directors within seven (7) days of such request, then such two Directors may convene a meeting of the Board of Directors. Any meeting of the Board of Directors shall be convened upon not less than two (2) days' notice, unless such notice is waived in writing by all of the Directors as to a particular meeting or by their attendance at such meeting or unless the matters to be discussed at such meeting are of such urgency and importance that notice is reasonably determined by the Chairperson as ought to be waived or shortened under the circumstances.

(c) Notice of any such meeting shall be given orally, by telephone, in writing or by mail, facsimile, email or such other means of delivery of notices as the Company may apply, from time to time.

(d) Notwithstanding anything to the contrary herein, failure to deliver notice to a Director of any such meeting in the manner required hereby may be waived by such Director, and a meeting shall be deemed to have been duly convened notwithstanding such defective notice if such failure or defect is waived prior to action being taken at such meeting, by all Directors entitled to participate at such meeting to whom notice was not duly given as aforesaid. Without derogating from the foregoing, no Director present at any time during a meeting of the Board of Directors shall be entitled to seek the cancellation or invalidation of any proceedings or resolutions adopted at such meeting on account of any defect in the notice of such meeting relating to the date, time or the place thereof or the convening of the meeting.

45. **QUORUM**.

Until otherwise unanimously decided by the Board of Directors, a quorum at a meeting of the Board of Directors shall be constituted by the presence in person or by any means of communication of a majority of the Directors then in office who are lawfully entitled to participate and vote in the meeting. No business shall be transacted at a meeting of the Board of Directors unless the requisite quorum is present (in person or by any means of communication on the condition that all participating Directors can hear each other simultaneously) when the meeting proceeds to business. If within thirty (30) minutes from the time appointed for a meeting of the Board of Directors a quorum is not present, the meeting shall stand adjourned at the same place and time forty-eight (48) hours thereafter unless the Chairperson has determined that there is such urgency and importance that a shorter period is required under the circumstances. If an adjourned meeting is convened in accordance with the foregoing and a quorum is not present within thirty (30) minutes of the announced time, the requisite quorum at such adjourned meeting shall be, any two (2) Directors, if the number of then serving directors is up to five (5), and any three (3) Directors, if the number of then serving directors is more than five (5), in each case who are lawfully entitled to participate in the meeting and who are present at such adjourned meeting. At an adjourned meeting of the Board of Directors the only matters to be considered shall be those matters which might have been lawfully considered at the meeting of the Board of Directors originally called if a requisite quorum had been present, and the only resolutions to be adopted are such types of resolutions which could have been adopted at the meeting of the Board of Directors originally called.

46. **CHAIRPERSON OF THE BOARD OF DIRECTORS**.

The Board of Directors shall, from time to time, elect one of its members to be the Chairperson of the Board of Directors, remove such Chairperson from office and appoint in his or her place. The Chairperson of the Board of Directors shall preside at every meeting of the Board of Directors, but if there is no such Chairperson, or if at any meeting he is not present within fifteen (15) minutes of the time fixed for the meeting or if he is unwilling to take the chair, the Directors present shall choose one of the Directors present at the meeting to be the Chairperson of such meeting. The office of Chairperson of the Board of Directors shall not, by itself, entitle the holder to a second or casting vote.

47. **VALIDITY OF ACTS DESPITE DEFECTS**.

All acts done or transacted at any meeting of the Board of Directors, or of a Committee of the Board of Directors, or by any person(s) acting as Director(s), shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of the participants in such meeting or any of them or any person(s) acting as aforesaid, or that they or any of them were disqualified, be as valid as if there were no such defect or disqualification.

CHIEF EXECUTIVE OFFICER

48. **CHIEF EXECUTIVE OFFICER**.

The Board of Directors shall from time to time appoint one or more persons, whether or not Directors, as Chief Executive Officer of the Company who shall have the powers and authorities set forth in the Companies Law, and may confer upon such person(s), and from time to time modify or revoke, such titles and such duties and authorities of the Board of Directors as the Board of Directors may deem fit, subject to such limitations and restrictions as the Board of Directors may from time to time prescribe. Such appointment(s) may be either for a fixed term or without any limitation of time, and the Board of Directors may from time to time (subject to any additional approvals required under, and the provisions of, the Companies Law and of any contract between any such person and the Company) fix their salaries and compensation, remove or dismiss them from office and appoint another or others in his, her or their place or places.

MINUTES

49. **MINUTES.**

Any minutes of the General Meeting or the Board of Directors or any Committee thereof, if purporting to be signed by the Chairperson of the General Meeting, the Board of Directors or a Committee thereof, as the case may be, or by the Chairperson of the next succeeding General Meeting, meeting of the Board of Directors or meeting of a Committee, as the case may be, shall constitute prima facie evidence of the matters recorded therein.

DIVIDENDS

50. **DECLARATION OF DIVIDENDS**.

The Board of Directors may from time to time declare, and cause the Company to pay dividends as permitted by the Companies Law. The Board of Directors shall determine the time for payment of such dividends and the record date for determining the shareholders entitled thereto.

51. **AMOUNT PAYABLE BY WAY OF DIVIDENDS**.

Subject to the provisions of these Articles and subject to the rights or conditions attached at that time to any share in the capital of the Company granting preferential, special or deferred rights or not granting any rights with respect to dividends, any dividend paid by the Company shall be allocated among the Shareholders (not in default in payment of any sum referred to in Article 13 hereof) entitled thereto on a *pari passu* basis in proportion to their respective holdings of the issued and outstanding Shares in respect of which such dividends are being paid.

52. **INTEREST**.

No dividend shall carry interest as against the Company.

53. **PAYMENT IN SPECIE**.

If so declared by the Board of Directors, a dividend declared in accordance with Article 50 may be paid, in whole or in part, by the distribution of specific assets of the Company or by distribution of paid up shares, debentures or other securities of the Company or of any other companies, or in any combination thereof, in each case, the fair value of which shall be determined by the Board of Directors in good faith.

54. **IMPLEMENTATION OF POWERS**.

The Board of Directors may settle, as it deems fit, any difficulty arising with regard to the distribution of dividends, bonus shares or otherwise, and in particular, to issue certificates for fractions of shares and sell such fractions of shares in order to pay their consideration to those entitled thereto, or to set the value for the distribution of certain assets and to determine that cash payments shall be paid to the Shareholders on the basis of such value, or that fractions whose value is less than NIS 0.01 shall not be taken into account. The Board of Directors may instruct to pay cash or convey these certain assets to a trustee in favor of those people who are entitled to a dividend, as the Board of Directors shall deem appropriate.

55. **DEDUCTIONS FROM DIVIDENDS**.

The Board of Directors may deduct from any dividend or other moneys payable to any Shareholder in respect of a share any and all sums of money then payable by him or her to the Company on account of calls or otherwise in respect of shares of the Company and/or on account of any other matter of transaction whatsoever.

56. **RETENTION OF DIVIDENDS.**

(a) The Board of Directors may retain any dividend or other moneys payable or property distributable in respect of a share on which the Company has a lien, and may apply the same in or toward satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

(b) The Board of Directors may retain any dividend or other moneys payable or property distributable in respect of a share in respect of which any person is, under Articles 21 or 22, entitled to become a Shareholder, or which any person is, under said Articles, entitled to transfer, until such person shall become a Shareholder in respect of such share or shall transfer the same.

57. **UNCLAIMED DIVIDENDS**.

All unclaimed dividends or other moneys payable in respect of a share may be invested or otherwise made use of by the Board of Directors for the benefit of the Company until claimed. The payment of any unclaimed dividend or such other moneys into a separate account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of one (1) year (or such other period determined by the Board of Directors) from the date of declaration of such dividend, and any such other moneys unclaimed after a like period from the date the same were payable, shall be forfeited and shall revert to the Company, provided, however, that the Board of Directors may, at its discretion, cause the Company to pay any such dividend or such other moneys, or any part thereof, to a person who would have been entitled thereto had the same not reverted to the Company. The principal (and only the principal) of any unclaimed dividend of such other moneys shall be if claimed, paid to a person entitled thereto.

58. **MECHANICS OF PAYMENT**.

Any dividend or other moneys payable in cash in respect of a share, less the tax required to be withheld pursuant to applicable law, may, as determined by the Board of Directors in its sole discretion, be paid by check or warrant sent through the post to, or left at, the registered address of the person entitled thereto or by transfer to a bank account specified by such person (or, if two or more persons are registered as joint holders of such share or are entitled jointly thereto in consequence of the death or bankruptcy of the holder or otherwise, to any one of such Persons or his or her bank account or the person who the Company may then recognize as the owner thereof or entitled thereto under Article 21 or 22 hereof, as applicable, or such person's bank account), or to such person and at such other address as the person entitled thereto may by writing direct, or in any other manner the Board of Directors deems appropriate. Every such check or warrant or other method of payment shall be made payable to the order of the person to whom it is sent, or to such person as the person entitled thereto as aforesaid may direct, and payment of the check or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such check shall be sent at the risk of the Person entitled to the money represented thereby.

ACCOUNTS

59. **BOOKS OF ACCOUNT**.

The Company's books of account shall be kept at the Office of the Company, or at such other place or places as the Board of Directors may think fit, and they shall always be open to inspection by all Directors. No shareholder, not being a Director, shall have any right to inspect any account or book or other similar document of the Company, except as explicitly conferred by law or authorized by the Board of Directors. The Company shall make copies of its annual financial statements available for inspection by the shareholders at the principal offices of the Company. The Company shall not be required to send copies of its annual financial statements to the Shareholders.

60. **AUDITORS**.

The appointment, authorities, rights and duties of the auditor(s) of the Company, shall be regulated by applicable law, provided, however, that in exercising its authority to fix the remuneration of the auditor(s), the Shareholders in General Meeting may act (and in the absence of any action in connection therewith shall be deemed to have so acted) to authorize the Board of Directors (with right of delegation to a Committee thereof or to management) to fix such remuneration subject to such criteria or standards, and if no such criteria or standards are so provided, such remuneration shall be fixed in an amount commensurate with the volume and nature of the services rendered by such auditor(s). The General Meeting may, if so recommended by the Board of Directors, appoint the auditors for a period that may extend until the third Annual General Meeting after the Annual General Meeting in which the auditors were appointed.

61. **FISCAL YEAR**.

The fiscal year of the Company shall be the 12 months period ending on December 31 of each calendar year.

SUPPLEMENTARY REGISTERS

62. **SUPPLEMENTARY REGISTERS**.

Subject to and in accordance with the provisions of Sections 138 and 139 of the Companies Law, the Company may cause supplementary registers to be kept in any place outside Israel as the Board of Directors may think fit, and, subject to all applicable requirements of law, the Board of Directors may from time to time adopt such rules and procedures as it may think fit in connection with the keeping of such branch registers.

EXEMPTION, INDEMNITY AND INSURANCE

63. **INSURANCE**.

Subject to the provisions of the Companies Law with regard to such matters, the Company may enter into a contract for the insurance of the liability, in whole or in part, of any of its Office Holders imposed on such Office Holder due to an act performed by or an omission of the Office Holder in the Office Holder's capacity as an Office Holder of the Company arising from any matter permitted by law, including the following:

(a) a breach of duty of care to the Company or to any other person;

(b) a breach of his or her duty of loyalty to the Company, provided that the Office Holder acted in good faith and had reasonable grounds to assume that act that resulted in such breach would not prejudice the interests of the Company;

(c) a financial liability imposed on such Office Holder in favor of any other person; and

(d) any other event, occurrence, matters or circumstances under any law with respect to which the Company may, or will be able to, insure an Office Holder, and to the extent such law requires the inclusion of a provision permitting such insurance in these Articles, then such provision is deemed to be included and incorporated herein by reference (including, without limitation, in accordance with Section 56h(b)(1) of the Securities Law, if and to the extent applicable, and Section 50P of the Economic Competition Law).

64. **INDEMNITY**.

(a) Subject to the provisions of the Companies Law, the Company may retroactively indemnify an Office Holder of the Company to the maximum extent permitted under applicable law, including with respect to the following liabilities and expenses, provided that such liabilities or expenses were imposed on such Office Holder or incurred by such Office Holder due to an act performed by or an omission of the Office Holder in such Office Holder's capacity as an Office Holder of the Company:

(i) a financial liability imposed on an Office Holder in favor of another person by any court judgment, including a judgment given as a result of a settlement or an arbitrator's award which has been confirmed by a court;

(ii) reasonable litigation expenses, including legal fees, expended by the Office Holder as a result of an investigation or proceeding instituted against him or her by an authority authorized to conduct such investigation or proceeding, or in connection with a financial sanction, provided that (1) no indictment (as defined in the Companies Law) was filed against such Office Holder as a result of such investigation or proceeding; and (2) no financial liability in lieu of a criminal proceeding (as defined in the Companies Law) was imposed upon him or her as a result of such investigation or proceeding or if such financial liability was imposed, it was imposed with respect to an offense that does not require proof of criminal intent;

(iii) reasonable litigation costs, including legal fees, expended by an Office Holder or which were imposed on an Office Holder by a court in proceedings filed against the Office Holder by the Company or in its name or by any other person or in a criminal charge in respect of which the Office Holder was acquitted or in a criminal charge in respect of which the Office Holder was convicted for an offence which did not require proof of criminal intent; and

(iv) any other event, occurrence, matter or circumstance under any law with respect to which the Company may, or will be able to, indemnify an Office Holder, and to the extent such law requires the inclusion of a provision permitting such indemnity in these Articles, then such provision is deemed to be included and incorporated herein by reference (including, without limitation, in accordance with Section 56h(b)(1) of the Israeli Securities Law, if and to the extent applicable, and Section 50P(b)(2) of the RTP Law).

(b) Subject to the provisions of the Companies Law, the Company may undertake to indemnify an Office Holder, in advance, with respect to those liabilities and expenses described in the following Articles:

(i) Sub-Article 64(a)(ii) to 64(a)(iv); and

(ii) Sub-Article 64(a)(i), provided that:

(1) the undertaking to indemnify is limited to such events which the Directors shall deem to be foreseeable in light of the operations of the Company at the time that the undertaking to indemnify is made and for such amounts or criterion which the Directors may, at the time of the giving of such undertaking to indemnify, deem to be reasonable under the circumstances; and

(1) the undertaking to indemnify shall set forth such events which the Directors shall deem to be foreseeable in light of the operations of the Company at the time that the undertaking to indemnify is made, and the amounts and/or criterion which the Directors may, at the time of the giving of such undertaking to indemnify, deem to be reasonable under the circumstances.

65. **EXEMPTION**.

Subject to the provisions of the Companies Law, the Company may, to the maximum extent permitted by law, exempt and release, in advance, any Office Holder from any liability for damages arising out of a breach of a duty of care.

66. **GENERAL**.

(a) Any amendment to the Companies Law or any other applicable law adversely affecting the right of any Office Holder to be indemnified, insured or exempt pursuant to Articles 63 to 65 and any amendments to Articles 63 to 65 shall be prospective in effect, and shall not affect the Company's obligation or ability to indemnify, insure or exempt an Office Holder for any act or omission occurring prior to such amendment, unless otherwise provided by applicable law.

(b) The provisions of Articles 63 to 65 (i) shall apply to the maximum extent permitted by law (including, the Companies Law, the Securities Law and the Economic Competition Law); and (ii) are not intended, and shall not be interpreted so as to restrict the Company, in any manner, in respect of the procurement of insurance and/or in respect of indemnification (whether in advance or retroactively) and/or exemption, in favor of any person who is not an Office Holder, including, without limitation, any employee, agent, consultant or contractor of the Company who is not an Office Holder; and/or any Office Holder to the extent that such insurance and/or indemnification is not specifically prohibited under law.

67. INTENTIONALLY OMITTED.

68. INTENTIONALLY OMITTED.

WINDING UP

69. **WINDING UP**.

If the Company is wound up, then, subject to applicable law and to the rights of the holders of shares with special rights upon winding up, the assets of the Company available for distribution among the Shareholders (for the avoidance of doubt, holders of Ordinary Shares and Non- Voting Ordinary Shares) shall be distributed to them in the same manner and in proportion to the number of issued and outstanding shares held by each such Shareholder.

NOTICES

70. **NOTICES**.

(a) Any written notice or other document may be served by the Company upon any Shareholder either personally, by facsimile, email or other electronic transmission, or by sending it by prepaid mail (airmail if sent internationally) addressed to such Shareholder at his or her address as described in the Register of Shareholders or such other address as the Shareholder may have designated in writing for the receipt of notices and other documents.

(b) Any written notice or other document may be served by any Shareholder upon the Company by tendering the same in person to the Secretary or the Chief Executive Officer of the Company at the principal office of the Company, by facsimile transmission, or by sending it by prepaid registered mail (airmail if posted outside Israel) to the Company at its Office.

(c) Any such notice or other document shall be deemed to have been served:

(i) in the case of mailing, forty-eight (48) hours after it has been posted, or when actually received by the addressee if sooner than forty-eight hours after it has been posted, or

(ii) in the case of overnight air courier, on the next business day following the day sent, with receipt confirmed by the courier, or when actually received by the addressee if sooner than three business days after it has been sent;

(iii) in the case of personal delivery, when actually tendered in person, to such addressee;

(iv) in the case of facsimile, email or other electronic transmission, on the first business day (during normal business hours in place of addressee) on which the sender receives automatic electronic confirmation by the addressee's facsimile machine that such notice was received by the addressee or delivery confirmation from the addressee's email or other communication server.

(d) If a notice is, in fact, received by the addressee, it shall be deemed to have been duly served, when received, notwithstanding that it was defectively addressed or failed, in some other respect, to comply with the provisions of this Article 7070.

(e) All notices to be given to the Shareholders shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Shareholders, and any notice so given shall be sufficient notice to the holders of such share.

(f) Any Shareholder whose address is not described in the Register of Shareholders, and who shall not have designated in writing an address for the receipt of notices, shall not be entitled to receive any notice from the Company.

(g) Notwithstanding anything to the contrary contained herein, notice by the Company of a General Meeting, containing the information required by applicable law and these Articles to be set forth therein, which is published, within the time otherwise required for giving notice of such meeting, in either or several of the following manners (as applicable) shall be deemed to be notice of such meeting duly given, for the purposes of these Articles, to any Shareholder whose address as registered in the Register of Shareholders (or as designated in writing for the receipt of notices and other documents) is located either inside or outside the State of Israel:

(i) if the Company's shares are then listed for trading on a national securities exchange in the United States or quoted in an over-the-counter market in the United States, publication of notice of a General Meeting pursuant to a report or a schedule filed with, or furnished to, the SEC pursuant to the Securities Exchange Act of 1934, as amended; and/or

(ii) on the Company's internet site.

(h) The mailing or publication date and the record date and/or date of the meeting (as applicable) shall be counted among the days comprising any notice period under the Companies Law and the regulations thereunder.

AMENDMENT

71. **AMENDMENT**.

Any amendment of these Articles shall require the approval of the General Meeting of shareholders in accordance with these Articles, and for purposes of Article 7(b), of the holders of Non-Voting Ordinary Shares, as a class.

FORUM FOR ADJUDICATION OF DISPUTES

72. **FORUM FOR ADJUDICATION OF DISPUTES**.

(a) Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the U.S. Securities Act of 1933, as amended including all causes of action asserted against any defendant to such complaint. For the avoidance of doubt, this provision is intended to benefit and may be enforced by the Company, its officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. The foregoing provisions of this Article 72 shall not apply to causes of action arising under the U.S. Securities Exchange Act of 1934, as amended.

(b) Unless the Company consents in writing to the selection of an alternative forum, the competent courts in Tel Aviv, Israel shall be the exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's shareholders, or (iii) any action asserting a claim arising pursuant to any provision of the Companies Law or the Securities Law.

(c) Any person or entity purchasing or otherwise acquiring or holding any interest in shares of the Company shall be deemed to have notice of and consented to the provisions of this Article 72.

* * *

Exhibit 10.1

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. [*****] INDICATES THAT INFORMATION HAS BEEN REDACTED OR OMITTED.

OMNIBUS AGREEMENT

by and among

Taboola.com Ltd.

College Top Holdings, Inc.

and

Yahoo AdTech JV, LLC

Dated as of November 28, 2022

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ARTICLE VIII

MISCELLANEOUS

ANNEXES

SCHEDULES

THIS OMNIBUS AGREEMENT, dated as of November 28, 2022 (this "Agreement"), by and among Taboola.com Ltd., a company organized under the Laws of the State of Israel (the "Company"), College Top Holdings, Inc., a Delaware corporation ("Yahoo"), and Yahoo AdTech JV, LLC, a Delaware limited liability company ("Yahoo Adtech" and together with Yahoo, the "Yahoo Parties").

WHEREAS, concurrently with the entry into this Agreement, each of the Company and Yahoo will, or will cause its applicable Subsidiaries to, execute and deliver that certain Digital Property and Demand Services Agreement (the "Commercial Agreement");

WHEREAS, at the Closing, the Company desires to issue to Yahoo, and Yahoo shall receive from the Company, pursuant to the terms and conditions set forth in this Agreement, the Primary Issuance Company Ordinary Shares (as defined below) and the Primary Issuance Company Non-Voting Ordinary Shares (as defined below);

WHEREAS, the Company (i) is the parent company of the Taboola group, which includes Taboola.com Ltd. and its direct and indirect Subsidiaries (collectively, the "Taboola Group") and (ii) operates the Taboola platform for native advertising;

WHEREAS, Taboola Inc. (i) is a wholly owned subsidiary of the Company and (ii) engages in the procurement of services from third party publishers to the Taboola platform;

WHEREAS, Yahoo Adtech operates the Gemini Platform (as defined below), which provides publisher services for native advertising;

WHEREAS, the Company (i) is procuring, on behalf of the Taboola Group, exclusive rights for the Taboola platform to provide publisher services for native advertising to Yahoo for a period of 30 years in accordance with the terms and conditions of the Commercial Agreement, but (ii) is not receiving any right in, or access to, the Gemini Platform source code thereunder;

WHEREAS, the Board of Directors of the Company (the "Company Board") has (i) determined that this Agreement, the Transactions (as defined below) and the transactions contemplated by the Commercial Agreement, including the Primary Issuance (as defined below), the Articles Amendment (as defined below) and the creation of Company Non-Voting Ordinary Shares (as defined below), are fair to, and in the best interests of, the Company and its shareholders, (ii) approved the execution, delivery and performance of this Agreement and the Transaction Documents to which the Company is a party, and the consummation of the Transactions, including the Primary Issuance, the Articles Amendment and the creation of Company Non-Voting Ordinary Shares, and the transactions contemplated by the Commercial Agreement, and (iii) resolved to recommend that the holders of Company Ordinary Shares vote in favor of each of the Company Shareholder Proposals (as defined below) (the "Company Board Recommendation"); and

WHEREAS, concurrently with the execution and delivery of this Agreement, certain shareholders of the Company (the "Supporting Shareholders") delivered a Voting and Support Agreement to the Yahoo Parties (the "Voting and Support Agreement"), in the form attached hereto as Annex I hereto, pursuant to which each Supporting Shareholder has agreed to vote in favor of and support each of the Company Shareholder Proposals, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. (a) As used in this Agreement (including the recitals hereto), the following terms shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise, including the ability to elect at least a majority of the members of the board of directors or other governing body of a Person, and the terms "controlled" and "controlling" have correlative meanings. Notwithstanding anything herein to the contrary, for purposes of this Agreement, other than in the case of the definition of "Related Parties," Section 3.20, Section 4.12, Section 5.03, Section 7.03 and Section 8.14, no portfolio company (other than Yahoo and their respective Subsidiaries) or investment fund or account affiliated with or managed by affiliates of Apollo Global Management, Inc., shall be deemed Affiliates of any of the Yahoo Parties or their respective Subsidiaries, nor shall any of the Yahoo Parties or their respective Subsidiaries be deemed Affiliates of any portfolio company (other than any of Yahoo or their respective Subsidiaries) or investment fund or account affiliated with or managed by affiliates of Apollo Global Management, Inc.

"Articles Amendment" means the amendment to the Company Articles as set forth in Annex III hereto.

"Bankruptcy Code" means Title 11 of the United States Code.

"Business Day" means any day except a Saturday, a Sunday or other day on which the SEC or banks in the Cities of New York, New York, Los Angeles, California or Tel Aviv, Israel are authorized or required by Law to be closed.

"Code" means the United States Internal Revenue Code of 1986.

"Company Articles" means the Articles of Association of the Company, as in effect as of the date of this Agreement.

"Company Non-Voting Ordinary Shares" means the Non-Voting Ordinary Shares, no par value, of the Company.

"Company Ordinary Shares" means the Ordinary Shares, no par value, of the Company.

"Company-Owned Intellectual Property" means any and all Intellectual Property owned or purported to be owned by the Company or its Subsidiaries.

"Company Option" means an option to purchase Company Ordinary Shares granted under any Company Stock Plan.

"Company Registered Intellectual Property Rights" means all Intellectual Property Rights that (i) have been registered, issued, filed, certified or otherwise recorded with or by any Governmental Authority or any domain name registrar, or any applications for any of the foregoing, and (ii) are owned or purported to be owned by the Company or its Subsidiaries.

"Company Requisite Shareholder Approval" means the approval of the Company Shareholder Proposals by the holders of a majority of the Company Ordinary Shares voted (in person or by proxy) on such matter (excluding any absentee votes and any other shares to be excluded pursuant to the applicable provisions of the ICL) at a meeting of the Company shareholders duly called and held for such purpose.

"Company Restricted Stock Award" means an award in respect of Company Ordinary Shares subject to vesting, repurchase or other lapse restriction granted under any Company Stock Plan.

"Company RSU Award" means an award of restricted stock units that corresponds to a number of Company Ordinary Shares granted under any Company Stock Plan.

"Company Shareholder Proposals" means proposals to approve the Primary Issuance for purposes of Nasdaq Rule 5635(d) and the Articles Amendment.

"Company Stock Plans" means the Company's 2007 Share Option Plan, 2016 Share Incentive Plan, 2017 Executive Share Incentive Plan, 2020 Share Incentive Plan, 2021 Share Incentive Plan, and applicable award agreements issued thereunder, in each case, as amended or restated from time to time.

"Company Warrant" means each warrant of the Company entitling the holder to purchase one Company Ordinary Share per warrant at a price of $11.50 per share.

"Comparable Position" means a position in which the In-Scope Employee (a) continues to have substantially similar responsibilities, but working on matters relating to the Company's existing processes and platforms and (b) is not required to relocate from the In-Scope Employee's principal business location immediately prior to the Closing unless such relocation is less than twenty (20) miles from the In-Scope Employee's principal business location immediately prior to the Closing.

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemics or disease outbreaks.

"Data Protection Law" means all applicable Laws to the extent relating to the security, collection, protection, processing, storage, transfer and use of Personal Data in any relevant jurisdiction, including without limitation the Federal Trade Commission Act, the California Consumer Privacy Act, any state data breach notification Law, the Israeli Privacy Protection Law, 5741-1981 and the regulations promulgated thereunder and any guidance provided by the Israeli Privacy Protection Authority (collectively, the "Israeli Privacy Law"), Universal Service Directive 2009/136/EC, the General Data Protection Regulation ((EU) 2016/679), and any national implementing Laws relating thereto.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Credit Facility" means that certain Credit Agreement, dated as of September 1, 2021, by and among the Company, Taboola, Inc., the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent, as amended, restated, supplemented or modified from time to time.

"Fraud" means common law intentional fraud (and not a constructive fraud or negligent or reckless misrepresentation or omissions) by a party in the making of the representations and warranties set forth in Article III and Article IV.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Gemini Platform" means the Gemini platform for native advertising that, as of the Closing Date, is operated by Yahoo Adtech and its Subsidiaries under the Yahoo Master Publisher Agreement. For the avoidance of doubt, the Gemini Platform does not include the Yahoo Parties' or their respective Affiliates' demand-side platform that serves native advertising programmatically or any other advertising solutions owned or operated by the Yahoo Parties or their Affiliates.

"Governmental Authority" means any government, court, regulatory or administrative agency, arbitrator (public or private), commission or authority or other legislative, executive or judicial governmental entity (in each case including any self-regulatory organization), whether federal, state or local, domestic, foreign or multinational.

"ICA" means the Israeli Competition Authority.

"ICL" means the Israel Companies Law, 5759-1999, and the rules and regulations promulgated thereunder.

"In-Scope Employee" means each individual (a) who is listed on Schedule III, (b) who is hired or designated by a Yahoo Party or any of its Subsidiaries to replace any individual referenced in clause (a) in the event that (i) such individual's employment terminates prior to the applicable Transition Date, (ii) such individual does not timely receive a Qualifying Offer or (iii) such individual receives but rejects a Qualifying Offer; provided, that, in the case of each of clauses (i), (ii) and (iii), such individual who is hired or designated as a replacement (A) has the appropriate skills, abilities and experience for the position that was held by the In-Scope Employee that such individual is replacing as listed on Schedule III and (B) is located in (x) the same jurisdiction as the individual that such individual is replacing as listed on Schedule III or (y) the United States or Israel or (b) whom the parties hereto mutually agree should be treated as an "In-Scope Employee".

"Intellectual Property" means any and all Intellectual Property Rights and Technology.

"Intellectual Property Rights" means all intellectual property rights, industrial property rights and proprietary rights worldwide, whether registered or unregistered, including rights in and to (a) patents, utility models and inventor's certificates (and any applications for any of the foregoing) and inventions and invention disclosures (whether or not patentable), (b) copyrights and moral rights, (c) trade secrets, know-how, proprietary information (such as processes, formulae, models and methodologies), business or financial information, technical or engineering information and other non-public or confidential information ("Trade Secrets"), (d) trademarks, trade names, logos, service marks, trade dress, logos, slogans, corporate names, DBAs, other similar designations of source or origin and general intangibles of like nature and any all goodwill associated therewith and symbolized thereby ("Trademarks"), (e) domain names and uniform resource locators, and (f) any provisionals, divisionals, continuations, continuations-in-part, renewals, revisions, reissuances, re-examinations and extensions of any of the foregoing (as applicable).

"Investor Rights Agreement" means that certain Investor Rights Agreement to be entered into by and between the Company and the Yahoo Parties on the Closing Date, the form of which is attached hereto as Annex II hereto, with such changes as may be mutually agreed upon by the parties hereto.

"ISA" means the Israeli Securities Authority.

"Israeli Competition Commissioner" means the Director General of the ICA.

"Knowledge" means, with respect to the Company, the actual knowledge of the individuals listed on Schedule II after reasonable due inquiry by such individuals.

"Material Adverse Effect" means any effect, change, event or occurrence that (x) has a material adverse effect on the business, results of operations, assets, properties or financial condition of the Company and its Subsidiaries, taken as a whole, or (y) would prevent or materially delay, interfere with, hinder or impair the performance by the Company of the Transaction Documents or consummation by the Company of the Transactions or the transactions contemplated by the Commercial Agreement on a timely basis in accordance with the terms of this Agreement; provided, however, that for purposes of the foregoing clause (x) none of the following, and no effect, change, event or occurrence arising out of, or resulting from, the following, shall constitute or be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: any effect, change, event or occurrence (A) generally affecting (1) the industry in which the Company and its Subsidiaries operate or (2) the economy, credit or financial or capital markets, in the United States or elsewhere in the world, including changes in interest or exchange rates, or (B) to the extent arising out of, resulting from or attributable to (1) changes or prospective changes in, or issuances of new, Laws or GAAP or accounting standards, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing, or any changes or prospective changes in general legal, regulatory or political conditions, (2) the execution, announcement or performance of this Agreement or the consummation of the Transactions or the transactions contemplated by the Commercial Agreement, including the impact thereof on relationships, contractual or otherwise, with publishers, advertisers, customers, suppliers, distributors, partners, employees or regulators, or any claims or litigation arising from allegations of breach of fiduciary duty or violation of Law relating to this Agreement, the Transactions or the transactions contemplated by the Commercial Agreement (other than, in each case, for purposes of any representation or warranty set forth in Section 3.03 or Section 3.04), (3) acts of war (whether or not declared), sabotage or terrorism, or any escalation or worsening of any such acts of war (whether or not declared), sabotage or terrorism, (4) volcanoes, tsunamis, epidemics, pandemics or disease outbreaks (including the COVID-19 pandemic), earthquakes, hurricanes, tornados or other natural disasters, (5) any action taken by the Company or its Subsidiaries that is required by this Agreement or with Yahoo's prior written consent or at Yahoo's prior written request, or the failure to take any action by the Company or its Subsidiaries if that action is prohibited by this Agreement, (6) any decline in the market price, or change in trading volume, of the Company Ordinary Shares or any other capital stock of the Company, or (7) any failure to meet any internal or public projections, forecasts, guidance, estimates, milestones, budgets or internal or published financial or operating predictions of revenue, earnings, cash flow or cash position (it being understood that the exceptions in clauses (6) and (7) shall not prevent or otherwise affect a determination that the underlying cause of any such change, decline or failure referred to therein (if not otherwise falling within any of the exceptions provided by clause (A) and clauses (B)(1) through (7) hereof) is a Material Adverse Effect); provided further, however, that any effect, change, event or occurrence referred to in clause (A) or clauses (B)(1), (3) or (4) may be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect if such effect, change, event or occurrence has a disproportionate adverse effect on the business, results of operations, assets or financial condition of the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industry in which the Company and its Subsidiaries operate (in which case only the incremental disproportionate impact or impacts may be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect).

"NASDAQ" means the Nasdaq Global Select Market.

"Offer Date" means for each In-Scope Employee who (x) is an In-Scope Employee as of the date hereof, five (5) days prior to the Closing Date, or (y) is hired or designated as an In-Scope Employee after the date hereof, the later of (A) ten (10) days after the latest of (i) the date that of such hire or designation and (ii) the date that the Yahoo Parties actually provides the Company with sufficient information to make a Qualifying Offer and (B) five (5) days prior to the Closing Date.

"Open Source License" means any license or other right to use software that, as a condition of use, copying, modification or redistribution, (a) requires such software or any software that contains, is derived from, or links to such software to be made available in source code form, (b) prohibits or limits the availability to charge fees or other consideration, (c) grants any license or other right to any Person to decompile or otherwise reverse-engineer such software or any software that contains, is derived from, or links to such software or (d) requires the licensing of any such software or any software that contains, is derived from, or links to such software for the purpose of making derivative works.

"Organizational Documents" means with respect to a Person, the certificate or articles of incorporation or association, bylaws, partnership agreement, limited liability company agreement or equivalent governing documents, as applicable, of such Person, and any amendment thereto.

"PCI DSS" means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, as revised from time to time.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity, including a Governmental Authority.

"Personal Data" means any information concerning an identified or identifiable natural person, including information that alone or in combination with other information identifies, or could be used to identify, a natural person, device or household, and including information that is defined as "personal data," "personally identifiable information," "individually identifiable health information," "protected health information" or "personal information" under any applicable Data Protection Law, including "information" under Israeli Privacy Law.

"Primary Issuance Company Non-Voting Ordinary Shares" means the number of Company Non-Voting Ordinary Shares equal to (i) (x) 24.99% of the issued and outstanding Company Ordinary Shares as of immediately prior to the Closing *divided by* (y) 75.01%, less (ii) a number of Company Ordinary Shares equal to the aggregate number of Primary Issuance Company Ordinary Shares; provided, however, that if the Closing occurs on a date that is more than three months following the date hereof, then the reference in clause (i) of this definition above to "prior to the Closing" shall be to "prior to the date which is three months following the date hereof".

"Primary Issuance Company Ordinary Shares" means the number of Company Ordinary Shares equal to the lesser of (a) 19.9% of the issued and outstanding Company Ordinary Shares as of immediately prior to the Closing, rounded down to the nearest whole share, and (b) the number of Company Ordinary Shares having an aggregate fair market value equal to one hundred million dollars ($100,000,000), with such fair market value determined using the lowest closing trading price of a Company Ordinary Share during the forty five (45) day period prior to the Closing; provided that if the Closing Date is within forty five (45) days of the date hereof, the referenced closing trading price shall not be lower than the price of a Company Ordinary Share as of the close of trading on the Trading Day immediately prior to the date hereof.

"Proxy Statement" means a written proxy statement to be sent to the Company shareholders (together with any amendments or supplements thereto) with respect to the Company Shareholder Meeting.

"Privacy Policy" means all internal, published or publicly-facing policies and procedures relating to Personal Data, including any privacy- or security-related representations, obligations or promises made on or in connection with the products and services of the Company, and relating to Personal Data.

"Regulatory Laws" means, collectively, any Laws of any jurisdiction or any country that are designed or intended to prohibit, restrict, regulate, or screen foreign investments into such country or jurisdiction or actions having the purpose or effect of monopolization or lessening of competition through merger or acquisition or restraint of trade.

"Representatives" means, with respect to any Person, its officers, directors, principals, partners, managers, members, employees, consultants, agents, financial advisors, investment bankers, attorneys, accountants, other advisors, Affiliates and other representatives.

"Required Approvals" means each of the required approvals set forth in Schedule I.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary", when used with respect to any Person, means any corporation, limited liability company, partnership, association, trust or other entity of which (x) securities or other ownership interests representing more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) or (y) sufficient voting rights to elect at least a majority of the board of directors or other governing body are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Takeover Statute" means "fair price," "moratorium," "control share acquisition" or other anti-takeover statute or similar Law.

"Tax" means any item in the nature of a tax imposed or collected by any Governmental Authority, including any U.S. federal, state, local or non-U.S. income, profits, license, severance, occupation, windfall profits, capital gains, capital stock, transfer, registration, social security (or similar), production, franchise, gross receipts, services, goods and services, digital services (or similar including digital advertising), payroll, sales, employment, unemployment, disability, wage, mortgage, lease, use, real property, personal property (tangible and intangible), premium, escheat, excise, value added, estimated, stamp, alternative or add-on minimum or withholding tax, together with all interest, fines, penalties, surcharges and additional amounts imposed by any Governmental Authority with respect to such amounts.

"Tax Return" means all returns, declarations, statements, and reports (including any attached schedules thereto or amendments thereof) filed or required to be filed with a Tax authority, including any information return, claim for refund, amended return, declaration of estimated Tax, election or disclosure.

"Technology" means any or all of the following: (a) works of authorship, including software and documentation; (b) inventions (whether or not patentable), discoveries and improvements, methods and processes; (c) Trade Secrets; (d) databases, data compilations and collections and customer and technical data; (e) devices, prototypes, designs and schematics; and (f) tangible items related to, constituting, disclosing or embodying any Intellectual Property Rights or any or all of the foregoing, including all versions thereof.

"Trading Day" shall means any day on which the Ordinary Shares are actually traded on NASDAQ or such other stock market on which the Ordinary Shares are trading at the time of the determination.

"Transaction Documents" means this Agreement, the Commercial Agreement, the Investor Rights Agreement, the Voting and Support Agreements, the Articles Amendment and all other documents, certificates or agreements executed in connection with the transactions contemplated by this Agreement, the Commercial Agreement, the Investor Rights Agreement, the Voting and Support Agreements and the Articles Amendment.

"Transactions" means the Primary Issuance, the Articles Amendment, the creation of Company Non-Voting Ordinary Shares (as defined below) and the other transactions contemplated by this Agreement, the Investor Rights Agreement and all other documents, certificates or agreements executed in connection with the transactions contemplated hereby or thereby; provided that, for purposes of this Agreement, in no event shall "Transactions" be deemed to include the transactions contemplated by the Commercial Agreement.

"Transfer Taxes" means any transfer, real property transfer, documentary, sales, use, stamp, registration, recording, issuance, securities transaction and value added Taxes and any other similar Taxes.

"Transition Date" with respect to an In-Scope Employee means the earlier of (i) the Transition Period End Date (as defined in the Commercial Agreement) and (ii) the date on which the Yahoo Parties reasonably determine in consultation with the Company that such In-Scope Employee should commence employment with the Company or one of its Subsidiaries, taking into account the extent to which all native advertising customer accounts serviced by the Gemini Platform on websites owned and operated by Yahoo Inc. and its Affiliates and the ongoing native advertising campaigns serviced through the Gemini Platform for all such customers, in each case, as of the date hereof, on which such In-Scope Employee works have been fully migrated to the Company or one of its Subsidiaries. For clarity, the Transition Dates applicable to the In-Scope Employees need not be the same as one another.

"Yahoo Material Adverse Effect" means any effect, change, event or occurrence that would prevent or materially delay, interfere with, hinder or impair (i) the performance by the Yahoo Parties of the Transaction Documents or (ii) the consummation by the Yahoo Parties of the Transactions or the transactions contemplated by the Commercial Agreement on a timely basis in accordance with the terms of this Agreement.

(b) In addition to the terms defined in Section 1.01(b), the following terms have the meanings assigned thereto in the Sections set forth below:

Term	Section
2024 Annual Meeting	0
Action	Section 3.07
Agreement	Preamble
Applicable Date	Article III
Applicable Yahoo W-9	Section 2.02(a)(ii)(B)
Balance Sheet Date	Section 3.05(c)
Bankruptcy and Equity Exception	Section 3.03(a)
Capitalization Date	Section 3.02(a)
Closing	Section 2.02
Closing Date	Section 2.02
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Yahoo Parties	Preamble

ARTICLE II

COMMERCIAL AGREEMENT; PRIMARY ISSUANCE

Section 2.01 Commercial Agreement; Primary Issuance.

(a) On the terms of this Agreement and subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the party entitled to the benefit thereof) of the conditions set forth in Article VI, at the Closing, (i) each of the Company and the Yahoo Parties will, or will cause its respective Subsidiaries to, execute and deliver the Commercial Agreement, and (ii) each of the parties hereto will consummate all of the other Transactions to be consummated at the Closing in accordance with this Agreement and the transactions contemplated by the Commercial Agreement.

(b) On the terms of this Agreement and subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the party entitled to the benefit thereof) of the conditions set forth in Article VI, at the Closing, in consideration of the transactions contemplated by this Agreement and the Commercial Agreement, the Company shall issue the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares (in each case, free and clear of all liens, except restrictions imposed by applicable securities Laws, the Company Articles (as amended by the Articles Amendment) and the Transaction Documents), to the designated Yahoo Party (or Yahoo Parties) or one or more Subsidiaries of the Yahoo Parties (in each case, as identified by Yahoo to the Company at least two (2) days prior to Closing). The delivery of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares by the Company as contemplated by this Section 2.01 is referred to as the "Primary Issuance".

Section 2.02 Closing. On the terms of this Agreement, the execution and delivery of the Commercial Agreement and the consummation of the Primary Issuance (the "Closing") shall occur at 10:00 a.m. (New York City time) on the second Business Day after all of the conditions to the Closing set forth in Article VI of this Agreement have been satisfied or, to the extent permitted by applicable Law, waived by the party entitled to the benefit thereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) either (i) remotely via telephone or video conference, (ii) at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, or (iii) at such other place, time or date as shall be agreed between the Company and the Yahoo Parties (the date on which the Closing occurs, the "Closing Date").

(a) At the Closing:

(i) the Company shall deliver to the designed Yahoo Party (or Yahoo Parties) or one or more Subsidiaries of the Yahoo Parties (in each case, as identified by Yahoo to the Company at least two (2) days prior to Closing):

(A) evidence of book-entry transfer of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares; and

(B) a duly executed counterpart to each of the Transaction Documents to which the Company or any of its Affiliates is a party.

(ii) The Yahoo Parties shall, and shall cause their respective applicable Subsidiaries to, deliver to the Company:

(A) a duly executed counterpart to each of the Transaction Documents to which Yahoo or any of its Affiliates is a party; and

(B) a duly completed and properly executed Internal Revenue Service Form W-9 for each Yahoo Party (each, an "Applicable Yahoo W-9").

Section 2.03 Mutual Tax Commitments. The parties hereto hereby acknowledge and agree to the additional terms and conditions set forth on Schedule IV hereto, which is hereby incorporated by reference herein in its entirety.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Yahoo Parties that, except as disclosed in any report, schedule, form, statement or other document (including exhibits) filed with, or furnished to, the SEC (and remaining publicly available) after February 10, 2021 (the "Applicable Date") and prior to the date hereof (the "Filed SEC Documents"), other than any non-factual statements included in any risk factor disclosures in any such Filed SEC Document contained in the "Risk Factors" section thereof or any forward-looking statements within the meaning of the Securities Act or the Exchange Act thereof (it being acknowledged that nothing disclosed in the Filed SEC Documents shall be deemed to qualify or modify the representations and warranties set forth in Sections 3.02(a), 3.03, 3.11 and 3.12):

Section 3.01 Organization; Standing; Subsidiaries.

(a) The Company is a corporation duly organized and validly existing under the Laws of Israel, is not a "defaulting company" as such term is defined in the ICL, and has all requisite corporate power and corporate authority necessary to carry on its business as it is now being conducted. The Company is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. True and complete copies of the Company's Organizational Documents are included in the Filed SEC Documents. Except as disclosed in the Filed SEC Documents, the Company is not in violation of its Organizational Documents.

(b) Each of the Company's Subsidiaries is duly organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the Laws of the jurisdiction of its organization, except where the failure to be so organized, existing and in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Company's Subsidiaries is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the Subsidiaries listed in Exhibit 8.1 to the Company's Annual Report on Form 20-F for the fiscal year ended December 31, 2021 except for Subsidiaries that would not constitute a "significant subsidiary" (as defined in Rule 405 under the Securities Act). Each of Taboola Brasil Internet Ltda., a private limited company organized in Brazil, Taboola, Inc., a Delaware corporation, Taboola Europe Limited, a private limited company organized in the United Kingdom, Shop Holding Corporation, a Delaware corporation, Connexity, Inc., a Delaware corporation, and Skimbit Ltd., a private limited company organized in the United Kingdom (collectively, the "Significant Subsidiaries"), is wholly owned, directly or indirectly, by the Company and is a "significant subsidiary" (as defined in Rule 405 under the Securities Act) of the Company. All of the issued and outstanding shares of capital stock or other ownership interests of each of the Company's Subsidiaries (i) have been duly authorized and validly issued and, in the case of corporations, are fully paid and non-assessable, and (ii) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except for such liens, encumbrances, equities or claims as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as disclosed in the Filed SEC Documents, the Significant Subsidiaries are not in violation of their respective Organizational Documents in any material respect .

Section 3.02 Capitalization.

(a) The authorized capital stock of the Company consists of 700,000,000 Company Ordinary Shares. As of the Closing Date, following the Articles Amendment, the authorized capital stock of the Company shall consist of 700,000,000 Company Ordinary Shares and 46,000,000 Company Non-Voting Ordinary Shares. At the close of business on November 27, 2022 (the "Capitalization Date"), (i) 253,339,827 Company Ordinary Shares were issued and outstanding (excluding 2,454,021 Company Ordinary Shares held for potential future issuance) and no Company Ordinary Shares were held by the Company in its treasury; (ii) 12,349,990 Company Warrants to purchase Company Ordinary Shares were issued and outstanding, and (iii) there were (A) 35,919,087 Company Ordinary Shares subject to outstanding Company Options, and (B) 24,359,467 Company Ordinary Shares subject to outstanding Company RSU Awards, in each such case as granted or provided for under any Company Stock Plan. From the close of business on the Capitalization Date until the date of this Agreement, no options or other awards to purchase Company Ordinary Shares have been granted and no Company Ordinary Shares have been issued, except for Company Ordinary Shares issued pursuant to the exercise of Company Options or the vesting and/or settlement of Company RSU Awards or Company Restricted Stock Awards, in all cases, in accordance with the terms of the Company Stock Plans.

(b) Except as described in this Section 3.02, as of the Capitalization Date, there were (i) no outstanding shares of capital stock of, or other equity or voting interests in, the Company, (ii) no outstanding securities of the Company convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company, (iii) no outstanding options, warrants, rights or other commitments or agreements to acquire from the Company, or that obligate the Company to issue, any capital stock of, or other equity or voting interests in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company other than obligations under the Company Stock Plans in the ordinary course of business, (iv) no obligations of the Company to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other equity or voting interests in, the Company (the items in clauses (i), (ii), (iii) and (iv) being referred to collectively as "Company Securities") and (v) no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any Company Securities. There are no outstanding agreements of any kind which obligate the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities (other than pursuant to the cashless exercise of Company Options or the forfeiture or withholding of Taxes with respect to the exercise of Company Options or the vesting and/or settlement of Company RSU Awards or Company Restricted Stock Awards), or obligate the Company to grant, extend or enter into any such agreements relating to any Company Securities, including any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any Company Securities. Except as disclosed in the Filed SEC Documents, none of the Company or any Subsidiary of the Company is a party to any shareholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Company Securities or any other agreement relating to the disposition, voting or dividends with respect to any Company Securities. All outstanding Company Ordinary Shares have been duly authorized and validly issued and are fully paid, non-assessable and were not issued in violation of the Company's Organizational Documents or any preemptive right, resale right, right of first refusal or similar right. The Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares (including any Company Ordinary Shares issuable upon conversion thereof) will be, when issued, duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable federal and state securities laws. No Person is entitled to preemptive rights, rights of first refusal, rights of participation or similar rights with respect to the Company Ordinary Shares or Company Non-Voting Ordinary Shares. The Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares (including any Company Ordinary Shares issuable upon conversion thereof) have been or will be prior to the Closing duly reserved for such issuance.

Section 3.03 Authority; Noncontravention.

(a) The Company has, and, as applicable, its Subsidiaries have, all necessary corporate power and corporate authority to execute and deliver this Agreement and the other Transaction Documents, as applicable, and to perform its and their obligations hereunder and thereunder and to consummate the Transactions and the transactions contemplated by the Commercial Agreement, and with respect to corporate action, subject only to receipt of the Company Requisite Shareholder Approval. The execution, delivery and performance by the Company and its Subsidiaries, as applicable, of this Agreement and the other Transaction Documents, and the consummation by the Company and its Subsidiaries, as applicable, of the Transactions and the transactions contemplated by the Commercial Agreement, have been duly authorized by the Company Board and no other corporate action on the part of the Company or its Subsidiaries, as applicable, is necessary to authorize the execution, delivery and performance by the Company and its Subsidiaries, as applicable, of this Agreement and the other Transaction Documents and the consummation by the Company and its Subsidiaries, as applicable, of the Transactions and the transactions contemplated by the Commercial Agreement, subject only to the receipt of the Company Requisite Shareholder Approval. This Agreement has been, and at the Closing the other Transaction Documents to which the Company and its Subsidiaries, as applicable, are party will be, duly executed and delivered by the Company and its Subsidiaries, as applicable, and, assuming due authorization, execution and delivery hereof or thereof, as applicable, by the Yahoo Parties and their respective Affiliates, as applicable, constitutes (or in the case of such other Transaction Documents, at the Closing will constitute) a legal, valid and binding obligation of the Company and its Subsidiaries, as applicable, enforceable against the Company and its Subsidiaries, as applicable in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (the "Bankruptcy and Equity Exception"). The Company Board, at a meeting duly called and held in compliance with the requirements of ICL and the Company's Organizational Documents, has (A) determined that this Agreement, the Transactions and the transactions contemplated by the Commercial Agreement, including the Primary Issuance, the Articles Amendment and the creation of Company Non-Voting Ordinary Shares, are fair to, and in the best interests of, the Company and its shareholders, (B) approved the execution, delivery and performance of this Agreement and the Transaction Documents to which the Company is a party, and the consummation of the Transactions and the transactions contemplated by the Commercial Agreement, including the Primary Issuance, the Articles Amendment and the creation of Company Non-Voting Ordinary Shares, and (C) resolved to make the Company Board Recommendation. The Company Requisite Shareholder Approval is the only vote or approval of the holders of any class or series of capital stock of the Company or any of its Subsidiaries that is required to approve the Transactions and the transactions contemplated by the Commercial Agreement, including the Articles Amendment, the creation of Company Non-Voting Ordinary Shares and the Primary Issuance.

(b) Neither the execution and delivery of this Agreement or the other Transaction Documents by the Company or its Subsidiaries, as applicable, nor the consummation by the Company of the Transactions and the transactions contemplated by the Commercial Agreement, nor performance or compliance by the Company or its Subsidiaries, as applicable, with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of, assuming the Articles Amendment has been adopted by the Company Requisite Shareholder Approval, the Company's Organizational Documents or, if applicable, the Organizational Documents of any applicable Subsidiaries of the Company, or (ii) assuming that the authorizations, consents and approvals referred to in Section 3.04 are obtained prior to the Closing Date and the filings referred to in Section 3.04 are made and any waiting periods with respect to such filings have terminated or expired prior to the Closing Date, and the Company Requisite Shareholder Approval has been obtained, (x) violate any Law or Judgment applicable to the Company or any of its Subsidiaries, as applicable or (y) violate or constitute a default (or constitute an event which, with notice or lapse of time or both, would violate or constitute a default) under any of the terms, conditions or provisions of any loan or credit agreement (including, for the avoidance of doubt, the Existing Credit Facility), indenture, debenture, note, bond, mortgage, deed of trust, lease, sublease, license, contract or other agreement (each, a "Contract") to which the Company or any of its Subsidiaries, as applicable, is a party or accelerate the Company's or, if applicable, any of its Subsidiaries' obligations under any such Contract, except, in the case of clause (i)(B) and clause (ii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.04 Governmental Approvals. Except for (a) filings required under, and compliance with other applicable requirements of, the Securities Act and the Exchange Act (including the filing of the Proxy Statement with the SEC), (b) compliance with the rules and regulations of the NASDAQ, (c) filings required under, and compliance with any applicable requirements of any Regulatory Laws, including the filing with and approval of the Israeli Competition Commissioner ("Israeli Competition Approval"), and (d) compliance with any applicable state securities or "Blue Sky" laws, no consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement and the other Transaction Documents by the Company, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the Transactions and the transactions contemplated by the Commercial Agreement, other than such other consents, approvals, filings, licenses, permits or authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.05 Company SEC Documents; Undisclosed Liabilities.

(a) The Company has filed or furnished with the SEC, on a timely basis, all required reports, schedules, forms, statements and other documents required to be filed or furnished by the Company with the SEC pursuant to the Exchange Act since the Applicable Date (collectively, the "Company SEC Documents"). As of their respective SEC filing or furnishing dates, the Company SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act applicable to such Company SEC Documents, and none of the Company SEC Documents as of such respective dates (or, if amended prior to the date hereof, the date of the filing or furnishing of such amendment, with respect to the disclosures that are amended) contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in any comment letters from the staff of the SEC received by the Company or its Subsidiaries relating to any of the Company SEC Documents, and the Company has not received any written inquiry or information request from the SEC as to any matters affecting the Company that has not been fully resolved. As of the date of this Agreement, the Company is a "foreign private issuer" as such term is defined under the Exchange Act. The Company has not been, and is not, under any obligation to file any reports, schedules, forms, statements or other documents with the ISA (except in connection with an offer of securities to employees, to the extent required under applicable Law).

(b) The consolidated financial statements of the Company (including all related notes or schedules) included or incorporated by reference in the Company SEC Documents complied as to form, as of their respective dates of filing or furnishing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto, have been prepared in all material respects in accordance with GAAP (except, in the case of unaudited financial statements, as permitted by the rules and regulations of the SEC) applied on a consistent basis during the periods involved (except (i) as may be indicated in the notes thereto or (ii) as permitted by Regulation S-X) and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited financial statements, to normal year-end adjustments which are not material, individually or in the aggregate, and the absence of footnote disclosures).

(c) Neither the Company nor any of its Subsidiaries has any liabilities of any nature (whether accrued, absolute, asserted or unasserted, known or unknown, contingent or otherwise) that would be required under GAAP, as in effect on the date hereof, to be reflected on a consolidated balance sheet of the Company (including the notes thereto) except liabilities (i) specifically reflected or reserved against in the balance sheet (or the notes thereto) of the Company and its Subsidiaries as of September 30, 2022 (the "Balance Sheet Date") included in the Filed SEC Documents, (ii) incurred after the Balance Sheet Date in the ordinary course of business (none of which is a liability for material breach of a Contract, tort, infringement or violation of Law), (iii) as expressly contemplated by this Agreement or otherwise incurred in connection with the Transactions, (iv) that have been discharged or paid prior to the date of this Agreement or (v) as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries (taken as a whole). Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any material "off balance sheet arrangement" within the meaning of Item 303 of Regulation S-K promulgated under the Securities Act except as disclosed in the Company SEC Documents.

(d) The Company has established and maintains disclosure controls and procedures and internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 of the Exchange Act. Such disclosure controls and procedures are designed and effective to ensure that material information required to be disclosed in the Company's periodic reports filed or submitted under the Exchange Act is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company is, and has been since the Applicable Date, in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 (and the regulations promulgated thereunder) (the "Sarbanes Oxley Act"). Except as disclosed in the Company SEC Documents, since the Applicable Date through the date hereof, the Company has not identified any (i) material weakness or significant deficiency in the design or operation of internal control over financial reporting which is reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information or (ii) fraud or allegation of fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting. Any change in internal control over financial reporting required to be disclosed in any Company SEC Document on or prior to the date of this Agreement has been so disclosed.

(e) Each of the principal executive officer of the Company and the principal financial officer of the Company has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act or Sections 302 and 906 of Sarbanes-Oxley Act and the rules and regulations of the SEC promulgated thereunder with respect to the Company SEC Documents filed with the SEC, and prior to the date of this Agreement, neither the Company nor any of its executive officers has received written notice from any Governmental Authority challenging or questioning the accuracy, completeness, form or manner of filing such certifications. For purposes of this Section 3.05(e), "principal executive officer" and "principal financial officer" have the meanings given to such terms in Sarbanes-Oxley Act. Neither the Company nor any of the Company Subsidiaries has outstanding, or has arranged any outstanding, "extensions of credit" to directors or executive officers within the meaning of Section 402 of Sarbanes-Oxley Act.

Section 3.06 Absence of Certain Changes.

(a) Since December 31, 2021 until the date of this Agreement, the Company and its Subsidiaries have conducted their businesses in all material respects in the ordinary course consistent with past practice.

(b) Since December 31, 2021, there has not been any Material Adverse Effect.

Section 3.07 Legal Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there is no (a) pending or, to the Knowledge of the Company, threatened legal or administrative proceeding, suit, investigation, arbitration or action (an "Action") against the Company or any of its Subsidiaries, or (b) outstanding order, judgment, injunction, ruling, writ or decree of any Governmental Authority ("Judgments") imposed upon the Company or any of its Subsidiaries, in each case, by or before any Governmental Authority.

Section 3.08 Compliance with Laws; Permits. The Company and each of its Subsidiaries are and its and their business and operations are, and since the Applicable Date have been, in compliance with all local, state or federal laws, common law, statutes, ordinances, codes, rules or regulations and, where applicable, any binding interpretation thereof by any Governmental Authority having jurisdiction with respect thereto or charged with the administration thereof ("Laws") or Judgments applicable to the Company or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and each of its Subsidiaries hold and maintain all licenses, registrations, franchises, permits, certificates, exemptions, approvals and authorizations from Governmental Authorities ("Permits") necessary for the lawful conduct of their respective businesses, except where the failure to hold or maintain the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.09 Intellectual Property. (a) (i) The Company and its Subsidiaries own or possess adequate rights to use all Company-Owned Intellectual Property and other material Intellectual Property used in or held for use in the conduct of their respective businesses, and (ii) own all right, title and interest in and to the material Company-Owned Intellectual Property exclusively and free and clear of all liens, in each case (i) and (ii), except where the failure to own or possess such Intellectual Property Rights or Technology would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of the Company, the Company Registered Intellectual Property Rights are valid, sustaining and enforceable, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) To the Knowledge of the Company, the Company and its Subsidiaries' conduct of their respective businesses (i) does not infringe, misappropriate or otherwise violate any Intellectual Property of any Person, and (ii) has not since the Applicable Date infringed, misappropriated, or otherwise violated any Intellectual Property of any Person, in each case (i) and (ii), in a manner that has resulted in or would reasonably be expected to result in a Material Adverse Effect.

(c) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries has received any written notice (i) of any claim of infringement, misappropriation or conflict with any Intellectual Property of any Person or (ii) challenging the use, validity, enforceability or ownership of any Company Owned Intellectual Property, in each case (i) and (ii), which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, nor is any such claim pending.

(d) To the Knowledge of the Company, the Company-Owned Intellectual Property is not being infringed, misappropriated or otherwise violated by any Person in a manner that would reasonably be expected to result in a Material Adverse Effect, and no claims are pending or threatened against any Person by the Company or its Subsidiaries alleging the foregoing, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each of the Company and its Subsidiaries has taken commercially reasonable steps to protect and maintain its Company-Owned Intellectual Property, including using commercially reasonable efforts and taking commercially necessary steps to maintain their material Trade Secrets in confidence.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no material proprietary software included in the Company-Owned Intellectual Property ("Company Material Software") contains, is derived from, or links to any software that is governed by an Open Source License. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries have no duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available any source code for any Company Material Software to any escrow agent or any other Person.

Section 3.10 Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (a) the Company and each of its Subsidiaries have prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all Tax Returns required to be filed by any of them, and all such Tax Returns are true, complete and accurate in all respects, (b) all Taxes owed by the Company and each of its Subsidiaries that are due (whether or not shown on any Tax Return) have been timely paid, except for Taxes that are being contested in good faith by appropriate proceedings and that have been adequately reserved against in accordance with GAAP, (c) there are no liens for Taxes that have been imposed upon any property or assets of the Company or any of its Subsidiaries, except for Taxes that are not yet due and payable or which are being contested in good faith by appropriate proceedings and that have been adequately reserved against in accordance with GAAP, (d) the Company and each of its Subsidiaries has timely withheld and paid over to the appropriate Governmental Entity all Taxes required to be withheld from amounts paid or owing to any employee, creditor, holder of securities or other third party, (e) no examination or audit of any Tax Return relating to any Taxes of the Company or any of its Subsidiaries or with respect to any Taxes due from the Company or any of its Subsidiaries by any Governmental Authority is currently in progress or threatened in writing and (f) neither the Company nor any of its Subsidiaries has engaged in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2) or any similar provision of any applicable Law relating to Taxes.

Section 3.11 No Rights Agreement; Anti-Takeover Provisions. As of the date hereof, the Company is not party to a shareholder rights agreement, "poison pill" or similar anti-takeover agreement or plan.

Section 3.12 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions or the transactions contemplated by the Commercial Agreement based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

Section 3.13 Sale of Securities. Assuming the accuracy of the representations and warranties set forth in Section 4.08(a), the offer, sale and issuance of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares pursuant to this Agreement and the Commercial Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act.

Section 3.14 Listing and Maintenance Requirements. The Company Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and listed on the NASDAQ, and the Company has taken no action designed to, or which to the Knowledge of the Company is reasonably likely to have the effect of, terminating the registration of the Company Ordinary Shares under the Exchange Act or delisting the Company Ordinary Shares from the NASDAQ, nor has the Company received as of the date of this Agreement any notification that the SEC or the NASDAQ is contemplating terminating such registration or listing.

Section 3.15 Proxy Statement. None of the information included or incorporated by reference in the Proxy Statement (and any amendment or supplement thereto) will, on the date it is filed with the SEC, on the date it is first mailed to the holders of Company Ordinary Shares and at the time of the Company Shareholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not false or misleading. Notwithstanding the foregoing, the Company makes no representation or warranty with respect to any statement made in the Proxy Statement based on information supplied by or on behalf of the Yahoo Parties or any of their Representatives which is contained or incorporated by reference in the Proxy Statement.

Section 3.16 Investment Company. The Company is not, and will not be, after giving effect to the offer and sale of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares (a) required to register as an "investment company" (within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act")) or (b) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

Section 3.17 Information Systems. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the information technology systems, network, interfaces, platform, equipment and software owned or used by the Company or any of its Subsidiaries in their respective businesses (the "IT Assets") (a) except as described in the Company SEC Documents, have not materially malfunctioned or failed since the Applicable Date, and (b) are free of any viruses, "back doors," "Trojan horses," "time bombs, "worms," "drop dead devices" or other software or hardware components that are designed to interrupt use of, permit unauthorized access to, or disable, damage or erase, any software material to the business of the Company or any of its Subsidiaries. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries have implemented reasonable backup, security and disaster recovery processes and procedures. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no person has gained unauthorized access to any material IT Asset or Personal Data collected by the Company or its Subsidiaries or on their behalf since the Applicable Date in a manner that has resulted or could reasonably be expected to result in material liability to the Company. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the IT Assets (i) are in good working order; (ii) function in all material respects in accordance with all specifications and any other descriptions under which they were supplied; and (iii) are sufficient for the existing needs of the business of the Company and its Subsidiaries as it is currently conducted.

Section 3.18 Privacy.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, in connection with the Company's and its Subsidiaries' collection, storage, transfer (including, without limitation, any transfer across national borders), use or other processing of any Personal Data, the Company and its Subsidiaries are and since the Applicable Date have been in compliance with (i) all Data Protection Laws and PCI DSS, (ii) all applicable Privacy Policies and (iii) the requirements of any material Contract to which the Company or any of its Subsidiaries are a party. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries have commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect the IT Assets and all Personal Data collected by the Company or its Subsidiaries or on their behalf from and against unauthorized access, use and/or disclosure, anticipated or actual threats or hazards to the security or integrity of Personal Data or from any loss of Personal Data.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries have all authorizations, consents, data processing agreements and data transfer agreements and policies that are required to maintain compliance in all material respects under Data Protection Laws to receive, access, use, disclose or otherwise process the Personal Data in such entity's possession or control; and any such transfer of Personal Data to or from any third parties does not conflict with or violate the Privacy Policies, any Data Protection Laws or PCI DSS. Neither the execution, delivery nor performance of this Agreement nor the consummation of the transactions contemplated herein will constitute a violation of any Privacy Policies or any Data Protection Laws.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries are (i) not under investigation by any Governmental Authority for a violation of any Data Protection Law; and (ii) have not, since the Applicable Date, received any notice of any claim, lawsuit, investigation or report from any Person alleging any violation of Data Protection Laws or PCI DSS.

Section 3.19 No Other Company Representations or Warranties. Except for the representations and warranties made by the Company in this Article III, neither the Company, any of its Affiliates nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Company Ordinary Shares, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Yahoo Parties or any of their Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Yahoo Parties acknowledge the foregoing.

Section 3.20 No Other Yahoo Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV, the Company hereby acknowledges that neither Yahoo Party, any of their respective Affiliates nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to the Yahoo Parties or any of their respective Affiliates or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article IV, will have or be subject to any liability to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation of any of the Transactions, the transactions contemplated by the Commercial Agreement or any other transactions or potential transactions involving the Company and the Yahoo Parties (including the transactions contemplated by the Transaction Documents). The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters, except with respect to Fraud in connection with the representations and warranties expressly set forth in Article IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF YAHOO

Yahoo represents and warrants to the Company that:

Section 4.01 Organization; Standing. Each of the Yahoo Parties is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority necessary to carry on its business as it is now being conducted and is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Yahoo Material Adverse Effect.

Section 4.02 Authority; Noncontravention.

(a) Each of the Yahoo Parties has, and, as applicable, its respective Affiliates have, all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents, as applicable, and to perform its and their obligations hereunder and thereunder and to consummate the Transactions and the transactions contemplated by the Commercial Agreement. The execution, delivery and performance by the Yahoo Parties and their respective Affiliates, as applicable, of this Agreement and the other Transaction Documents, and the consummation by the Yahoo Parties and their respective Affiliates, as applicable, of the Transactions and the transactions contemplated by the Commercial Agreement, have been duly authorized and approved by all necessary action on the part of the Yahoo Parties and their respective Affiliates, as applicable, and no further action, approval or authorization by any of their respective shareholders, partners, members or other equity owners, as the case may be, is necessary to authorize the execution, delivery and performance by the Yahoo Parties and their respective Affiliates, as applicable, of this Agreement and the other Transaction Documents and the consummation by Yahoo and its Affiliates, as applicable, of the Transactions and the transactions contemplated by the Commercial Agreement. This Agreement has been, and at the Closing the other Transaction Documents to which the Yahoo Parties and their respective Affiliates, as applicable, are party will be, duly executed and delivered by the Yahoo Parties and their respective Affiliates, as applicable, and, assuming due authorization, execution and delivery hereof or thereof, as applicable, by the Company and its Subsidiaries, as applicable, constitutes (or in the case of such other Transaction Documents, at the Closing will constitute) a legal, valid and binding obligation of the Yahoo Parties and their respective applicable Affiliates, enforceable against the Yahoo Parties and their respective Affiliates, as applicable, in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Neither the execution and delivery of this Agreement or the other Transaction Documents by the Yahoo Parties and their respective Affiliates, as applicable, nor the consummation by the Yahoo Parties of the Transactions and the transactions contemplated by the Commercial Agreement, nor performance or compliance by the Yahoo Parties and their respective Affiliates, as applicable, with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of the Organizational Documents of a Yahoo Party or its Affiliates, as applicable, or (ii) assuming that the authorizations, consents and approvals referred to in Section 4.03 are obtained prior to the Closing Date and the filings referred to in Section 4.03 are made and any waiting periods with respect to such filings have terminated or expired prior to the Closing Date, (x) violate any Law or Judgment applicable to a Yahoo Party, any of its Subsidiaries or any of its Affiliates, as applicable, or (y) violate or constitute a default (or constitute an event which, with notice or lapse of time or both, would violate or constitute a default) under any of the terms, conditions or provisions of any Contract to which a Yahoo Party, any of its Subsidiaries or any of its Affiliates, as applicable, is a party or accelerate a Yahoo Party's or, if applicable, any of its Subsidiaries' or its Affiliates', as applicable, obligations under any such Contract, except, in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to have a Yahoo Material Adverse Effect.

Section 4.03 Governmental Approvals. Except for the Required Approvals, no consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority that would be required to be obtained or made by or on behalf of the Yahoo Parties is necessary for the execution and delivery of this Agreement and the other Transaction Documents by the Yahoo Parties, the performance by the Yahoo Parties of their obligations hereunder and thereunder and the consummation by the Yahoo Parties of the Transactions and the transactions contemplated by the Commercial Agreement, other than such other consents, approvals, filings, licenses, permits, authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Yahoo Material Adverse Effect.

Section 4.04 Ownership of Company Stock. Neither the Yahoo Parties nor any of their respective Affiliates owns any capital stock of the Company.

Section 4.05 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions or the transactions contemplated by the Commercial Agreement based upon arrangements made by or on behalf of a Yahoo Party or any of its Affiliates, except for Persons, if any, whose fees and expenses will be paid by a Yahoo Party.

Section 4.06 Proxy Statement. None of the information supplied or to be supplied by or on behalf of the Yahoo Parties specifically for inclusion or incorporation by reference in the Proxy Statement (and any amendment or supplement thereto) will, on the date it is filed with the SEC, on the date it is first mailed to the holders of Company Ordinary Shares and at the time of the Company Shareholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not false or misleading. Notwithstanding the foregoing, the Yahoo Parties make no representation or warranty with respect to any statement made in the Proxy Statement based on information supplied by the Company or any of its Representatives which is contained or incorporated by reference in the Proxy Statement.

Section 4.07 Non-Reliance on Company Estimates, Projections, Forecasts, Forward-Looking Statements and Business Plans. In connection with the due diligence investigation of the Company by the Yahoo Parties and their Representatives, the Yahoo Parties and their Representatives have received and may continue to receive from the Company and its Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Company and its Subsidiaries and their respective businesses and operations. Each of the Yahoo Parties hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, with which such Yahoo Party is familiar, that such Yahoo Party is making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts and other forward-looking information, as well as such business plans, so furnished to such Yahoo Party (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, forward-looking information or business plans), and that except for the representations and warranties made by the Company in Article III of this Agreement, such Yahoo Party will have no claim against the Company or any of its Subsidiaries, or any of their respective Representatives, with respect thereto, except with respect to Fraud.

Section 4.08 Private Placement Matters. Each of the Yahoo Parties acknowledges that the offer and sale of the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares have not been registered under the Securities Act or under any state or other applicable securities Laws. Each of the Yahoo Parties (a) acknowledges that it is acquiring the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person, (b) will not sell, transfer, or otherwise dispose of any of the Primary Issuance Company Ordinary Shares or any of the Primary Issuance Company Non-Voting Ordinary Shares, except in compliance with the Transaction Documents and the registration requirements or exemption provisions of the Securities Act and any other applicable securities Laws, (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares and of making an informed investment decision, (d) is an "accredited investor" (as that term is defined by Rule 501 of the Securities Act), and (e) (1) has been furnished with or has had access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares, (2) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access and (3) can bear the economic risk of (i) an investment in the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares and (ii) a total loss in respect of such investment. Each of the Yahoo Parties has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of, and form an investment decision with respect to its investment in, the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares and to protect its own interest in connection with such investment.

Section 4.09 [Reserved].

Section 4.10 No Critical Technology. The Gemini Platform does not individually or collectively produce, design, test, manufacture, fabricate, or develop any critical technologies, as defined in 31 C.F.R. § 800.215.

Section 4.11 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III, each of the Yahoo Parties hereby acknowledges that neither the Company nor any of its Subsidiaries or Affiliates, nor any other Person, (a) has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to such Yahoo Party or any of its Representatives or any information developed by such Yahoo Party or any of its Representatives or (b) will have or be subject to any liability to such Yahoo Party resulting from the delivery, dissemination or any other distribution to such Yahoo Party or any of its Representatives, or the use by such Yahoo Party or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to such Yahoo Party or any of its Representatives, including in due diligence materials, "data rooms" or management presentations (formal or informal), in anticipation or contemplation of any of the Transactions, the transactions contemplated by the Commercial Agreement or any other transactions or potential transactions involving the Company and such Yahoo Party (including the transactions contemplated by the Transaction Documents). Each of the Yahoo Parties, on behalf of itself and on behalf of its respective Affiliates, expressly waive any such claim relating to the foregoing matters, except with respect to Fraud. Each of the Yahoo Parties hereby acknowledges (for itself and on behalf of its Affiliates and Representatives) that they have conducted, to their satisfaction, their own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and, in making their determination to proceed with the Transactions and the transactions contemplated by the Transaction Documents, such Yahoo Party and its Affiliates and Representatives have relied on the results of their own independent investigation.

Section 4.12 No Other Yahoo Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV, neither Yahoo Party, any of its Affiliates nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to the Yahoo Parties or any of their respective Affiliates or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in this Article IV, will have or be subject to any liability to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation of any of the Transactions, the transactions contemplated by the Commercial Agreement or any other transactions or potential transactions involving the Company and a Yahoo Party (including the transactions contemplated by the Transaction Documents). The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters, except with respect to Fraud.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01 Company Negative Covenants. Except as required by applicable Law, as expressly contemplated, required or permitted by this Agreement (including the Articles Amendment), during the period from the date of this Agreement until the Closing Date (or such earlier date on which this Agreement may be terminated pursuant to Section 7.01), unless the Yahoo Parties otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned the Company shall not, and shall not permit any of its Subsidiaries to:

(a) redeem, purchase or otherwise acquire any of its outstanding shares of capital stock or other equity or voting interests, or any rights, warrants or options to acquire any shares of its capital stock or other equity or voting interests, except pursuant to (1) the cashless exercise of Company Options or the withholding of Taxes with respect to the exercise of Company Options or the vesting and/or settlement of Company Restricted Stock Awards and Company RSU Awards or (2) any share repurchase program that has been approved by the Company Board and the Tel Aviv District Court Economic Department or other Israeli court of competent jurisdiction;

(b) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of its capital stock or other equity or voting interests, except for any dividend or distribution by a wholly owned subsidiary of the Company to the Company or any wholly owned Subsidiary of the Company;

(c) amend the Company's Organizational Documents in a manner that would adversely impact the rights and privileges of the Company Ordinary Shares or Company Non-Voting Ordinary Shares;

(d) liquidate, dissolve, merge, consolidate, restructure, recapitalize or reorganize the Company or its Significant Subsidiaries; or

(e) agree or commit to do any of the foregoing; provided that, without limiting Section 8.13, nothing in this Agreement shall limit the Company's ability to effect a stock split or reverse stock split.

Section 5.02 Further Action; Reasonable Best Efforts; Filings.

(a) Subject to the terms and conditions of this Agreement, each party shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Law to consummate and make effective the Transactions and the transactions contemplated by the Commercial Agreement as promptly as practicable, including (i) the obtaining of all necessary actions, waivers, registrations, permits, authorizations, Judgments, clearances, consents and approvals from Governmental Authorities ("Regulatory Approvals"), the expiry or early termination of any applicable waiting periods, and the making of all necessary registrations and filings (including filings with Governmental Authorities, if any) and the taking of all steps as may be reasonably necessary to obtain an approval or waiver from, or to avoid an Action by, any Governmental Authorities, (ii) the delivery of required notices to, and the obtaining of required consents or waivers from, any third parties necessary, proper or advisable to consummate the Transactions and the transactions contemplated by the Commercial Agreement and (iii) the execution and delivery of any additional instruments necessary to consummate the Transactions and the transactions contemplated by the Commercial Agreement and to fully carry out the purposes of this Agreement and the Commercial Agreement.

(b) Subject to applicable Law, the parties and their respective counsel shall (i) cooperate in all respects with each other in connection with any filing or submission with any Governmental Authority in connection with the Transactions and the transactions contemplated by the Commercial Agreement and in connection with any investigation or other inquiry by or before any Governmental Authority relating to the Transactions or the transactions contemplated by the Commercial Agreement, including any Action initiated by a private Person, (ii) have the right to review in advance, and to the extent practicable each shall consult the other on, any material filing made with, or written materials to be submitted to, any Governmental Authority in connection with the Transactions or the transactions contemplated by the Commercial Agreement and of any material communication received or given in connection with any Action by a private Person, in each case regarding any of the Transactions or the transactions contemplated by the Commercial Agreement, (iii) promptly inform each other of any material communication (or any other material correspondence or memoranda) received from, or given to, any applicable Governmental Authority and (iv) promptly furnish each other with copies of all correspondence, filings and written communications between them or their Subsidiaries or Affiliates, on the one hand, and any Governmental Authority or its respective staff, on the other hand, with respect to the Transactions or the transactions contemplated by the Commercial Agreement. In furtherance of the foregoing, the parties hereto shall (with respect to any in-person discussion or meeting), and shall to the extent practicable (with respect to any telephonic discussion or meeting), provide the other party and their respective counsel with advance notice of and the opportunity to participate in any material discussion or meeting with any Governmental Authority in respect of any filing, investigation or other inquiry in connection with the Transactions or the transactions contemplated by the Commercial Agreement; provided that each of the parties hereto shall have the right to review in advance, and to the extent practicable each will consult the other on, all the information relating to the other parties and their respective Affiliates, as the case may be, that appears in any filing made with, or written materials (including correspondence) submitted to, any third party and/or any Governmental Authority in connection with the Transactions or the transactions contemplated by the Commercial Agreement or any governmental inquiry, investigation or Action with respect thereto. Notwithstanding anything to the contrary in this Section 5.02, materials provided to the other parties or their respective counsel may be redacted or withheld as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. If and to the extent applicable, each of the parties hereunder acknowledges that it is aware of the legal restrictions on disclosure of information between competitors, and undertakes to act in conformity with of Directive 2/14 of the ICA: Disclosure of Information between Competitors.

(c) Subject to the obligations under this Section 5.02, in the event that any Action is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the Transactions or the transactions contemplated by the Commercial Agreement, or any other agreement contemplated hereby, (i) each party shall cooperate in all material respects with each other and use its respective reasonable best efforts to contest and resist any such Action and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other Judgment, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions or the transactions contemplated by the Commercial Agreement, and (ii) each party must defend any such Action.

(d) Subject to Schedule I, the Company and the Yahoo Parties shall file or cause to be filed, as promptly as practicable, but in any event no later than ten (10) Business Days after the date of this Agreement (or, if any Governmental Authority contacts the parties hereto and advises the parties hereto that a filing and/or notification to such Governmental Authority is required, and the parties hereto determine that such filing and/or notification is required to obtain the Required Approvals, promptly after such determination), any filings and/or notifications under applicable Regulatory Laws and as required to obtain the Required Approvals.

(e) Subject to the terms and conditions of this Section 5.02, each party shall use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the Transactions or the transactions contemplated by the Commercial Agreement under any Regulatory Laws. In connection therewith, subject to the terms and conditions of this Section 5.02, during the period from the date of this Agreement until the Closing Date (or such earlier date on which this Agreement may be terminated pursuant to Section 7.01) and, if the Closing occurs, for so long as the Commercial Agreement remain in effect, if any Action is instituted (or threatened to be instituted) challenging the Transactions or the transactions contemplated by the Commercial Agreement under any Regulatory Laws, each party shall use its reasonable best efforts to initiate and/or participate in any Actions, whether judicial or administrative, to (i) oppose or defend against any Action by any Governmental Authority to prevent, delay, restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement and/or (ii) take such action as necessary to overturn any regulatory Action by any Governmental Authority to block the consummation of the Transactions or the transactions contemplated by the Commercial Agreement, including by defending any such Action brought by any Governmental Authority to avoid the entry of, or to have vacated, overturned or terminated, including by appeal if necessary, any Judgment that makes illegal, or prohibits the consummation of, the Transactions or the transactions contemplated by the Commercial Agreement resulting from any such Action.

(f) Each party shall use its reasonable best efforts to avoid or eliminate each and every impediment under any Regulatory Laws so as to enable the Closing to occur as promptly as practicable (and in any event no later than the Termination Date); provided, however, the parties hereto understand and agree that such reasonable best efforts shall not be deemed to include, and nothing in this Agreement shall require any party to, (x) propose, negotiate, agree to, commit to and effect, by consent decree, hold separate Judgment, or otherwise, the sale, divestiture or disposition of any businesses, product lines or assets of the Company or any of its Subsidiaries or the Yahoo Parties or any of their Affiliates, (y) agree to any modifications or revisions to any of the terms of the Commercial Agreement, and (z) otherwise take or commit to take actions, or agree to restrictions, that after the Closing would limit the freedom of action of the Company or any of its Subsidiaries or the Yahoo Parties or any of their Affiliates with respect to, or its or their ability to retain, any businesses, product lines or assets of the Company or any of its Subsidiaries or the Yahoo Parties or any of their Affiliates.

(g) Whether or not the Transactions are consummated and, if the Transactions are consummated, whether before, at or after the Closing, except with respect to any filing fees for any third party or any Governmental Authority to obtain any consent, clearance, expiration or termination of a waiting period, authorization, Judgment or approval pursuant to this Section 5.02 which shall be borne by the party incurring such expense, each of the Company, on the one hand, and the Yahoo Parties, on the other hand, shall be responsible for one-half of all fees and expenses for any shared advisors (including economist and other professional fees) with respect to such filings.

Section 5.03 Public Disclosure. The Yahoo Parties and the Company shall, and shall cause their respective Affiliates to, consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the Transaction Documents, the Transactions or the transactions contemplated by the Commercial Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, Judgment, court process or the rules and regulations of any national securities exchange or national securities quotation system. Notwithstanding the foregoing, this Section 5.03 shall not apply to any press release or other public statement made by the Company or a Yahoo Party (or any of their respective Affiliates) (a) which does not contain any information relating to the Transactions or the transactions contemplated by the Commercial Agreement that has not been previously announced or made public in accordance with the terms of this Agreement, or (b) is made in the ordinary course of business and does not relate specifically to the signing of the Transaction Documents, the Transactions or the transactions contemplated by the Commercial Agreement. Notwithstanding the foregoing, the Yahoo Parties and their respective Affiliates may, without consulting any other party, provide ordinary course communications regarding this Agreement and the Transactions in connection with financial reporting and fundraising activities to existing or prospective general and limited partners, equity holders, members, managers and investors of any Affiliates of such Person, which in each case are subject to customary confidentiality obligations.

Section 5.04 Confidentiality. Each of the Company and the Yahoo Parties will, and will cause their respective Affiliates and their respective Representatives to, keep confidential any information (including oral, written and electronic information) concerning the other party, its Subsidiaries or its Affiliates that may be furnished to a party hereto, its Affiliates or their respective Representatives by or on behalf of the other party or any of its Representatives pursuant to (x) this Agreement, or (y) the Non-Disclosure Agreement, dated September 26, 2022, by and between the Company and Yahoo, Inc. (the "Confidentiality Agreement" (the information referred to in clauses (x) and (y) collectively referred to as the "Confidential Information") and to use the Confidential Information solely for the purposes of monitoring, administering or managing the Yahoo Parties' investment in the Company made pursuant to this Agreement and the Commercial Agreement or in connection with the performance of the Commercial Agreement; provided that the Confidential Information shall not include information that (i) was or becomes available to the public other than as a result of a disclosure by the receiving party hereto, any of its Affiliates or any of their respective Representatives in violation of this Section 5.04, (ii) was or becomes available to the receiving party hereto, any of its Affiliates or any of their respective Representatives from a source other than the disclosing party hereunder or its Representatives, provided that such source is believed by such receiving party not to be disclosing such information in violation of an obligation of confidentiality (whether by agreement or otherwise) to the disclosing party or any of its Subsidiaries, (iii) at the time of disclosure is already in the possession of the receiving party, any of its Affiliates or any of their respective Representatives, provided that such information is believed by the receiving party not to be subject to an obligation of confidentiality (whether by agreement or otherwise) to the disclosing party or any of its Subsidiaries, or (iv) was independently developed by the receiving party, any of its Affiliates or any of their respective Representatives without reference to, incorporation of, or other use of any Confidential Information. Each party hereto agrees, on behalf of itself and its Affiliates and its and their respective Representatives, that Confidential Information may be disclosed solely (i) to such party's Affiliates and its and their respective Representatives on a need-to-know basis or (ii) in the event that a party hereto, any of its Affiliates or any of its or their respective Representatives are required by applicable Law, Judgment, stock exchange rule or other applicable judicial or governmental process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, in each of which instances described in this clause (ii) such party, its Affiliates and its and their respective Representatives, as the case may be, shall use reasonable efforts to provide notice to the other party sufficiently in advance of any such disclosure so that the other party will have a reasonable opportunity to timely seek to limit, condition or quash such disclosure.

Section 5.05 Stock Exchange Listing. Promptly following the execution of this Agreement, the Company shall cause Company Ordinary Shares issuable under the terms of this Agreement and the Commercial Agreement (which shall include Company Ordinary Shares (a) issued in the Primary Issuance and (b) issuable upon the conversion of any Company Non-Voting Ordinary Shares issued in the Primary Issuance) to be approved for listing on NASDAQ, subject to official notice of issuance, prior to the Closing Date. From time to time following the Closing Date, the Company will cause the number of Company Ordinary Shares issuable under the terms of this Agreement and the Commercial Agreement (which shall include Company Ordinary Shares (x) issued in the Primary Issuance, and (y) issuable upon the conversion of any Primary Issuance Company Non-Voting Ordinary Shares issued in the Primary Issuance) to be approved for listing on NASDAQ, subject to official notice of issuance. The Company agrees to comply with any other information or filing requirement or request from NASDAQ that is required to continue the stock exchange listing of the applicable Company Securities following the Closing.

Section 5.06 Transfer Taxes. The Company shall pay any and all Transfer Taxes incurred as a result of or in connection with the transactions contemplated under this Agreement, including any and all Israeli issuance Taxes due on the Primary Issuance. The Company shall timely prepare, with the Yahoo Parties' cooperation, and file such Tax Return, and the Company agrees to timely sign and deliver (or cause to be timely signed and delivered) such certificates or forms as may be necessary or appropriate in connection with such Tax Return filing.

Section 5.07 Reservation of Company Ordinary Shares. The Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance from and after the Closing Date, the maximum number of Company Ordinary Shares to be issued in connection with the conversion of any Company Non-Voting Ordinary Shares.

Section 5.08 Proxy Statement; Company Shareholder Meeting.

(a) As promptly as reasonably practicable after the date of this Agreement, but in no event later than November 30, 2022, the Company shall prepare, in consultation with the Yahoo Parties, and file with the SEC the Proxy Statement, including a proxy card. The parties hereto shall cooperate with each other in the preparation of the Proxy Statement. Without limiting the generality of the foregoing, the Yahoo Parties will cooperate with the Company in the preparation, filing and distribution of the Proxy Statement, including by furnishing to the Company the information relating to any of the Yahoo Parties required by the Exchange Act to be set forth in the Proxy Statement and providing such assistance as reasonably requested by the Company in connection the Proxy Statement. Each party hereto agrees to promptly (i) correct any information provided by it for use in the Proxy Statement which shall have become false or misleading and (ii) supplement such information provided by it for use in the Proxy Statement to include any information that shall become necessary in order to make the statements in the Proxy Statement, in light of the circumstances under which they were made, not false or misleading. The Company shall as soon as reasonably practicable notify the Yahoo Parties in writing of the receipt of any comments from any Governmental Authority with respect to the Proxy Statement and any request by any Governmental Authority for any amendment to the Proxy Statement or for additional information. The parties hereto shall use their respective reasonable best efforts to resolve all comments received from a Governmental Authority with respect to the Proxy Statement as promptly as practicable after receipt thereof. Subject to applicable Law, the Company will cause the Proxy Statement to be disseminated to the Company shareholders no later than the second Business Day following the filing thereof with the SEC.

(b) The Company has established November 21, 2022 as the record date for the Company Shareholder Meeting. The Company, acting through the Company Board (or a duly authorized committee thereof), shall promptly take all action required under applicable Law and the Company's Organization Documents to establish a record date for, duly call, give notice of, convene and hold a meeting of the Company shareholders for the purpose of the Company Requisite Shareholder Approval in accordance with applicable Law and the Company's Organizational Documents (including any adjournment or postponement thereof, the "Company Shareholder Meeting"), with such meeting date being held no later than December 30, 2022. Once established, the Company shall not change the record date or the meeting date for the Company Shareholder Meeting without the prior written consent of the Yahoo Parties (such consent not to be unreasonably withheld, conditioned or delayed) or as expressly required by applicable Law. Notwithstanding anything to the contrary in this Agreement, nothing will prevent the Company, after consultation with the Yahoo Parties, from postponing or adjourning the Company Shareholder Meeting if (A) there are holders of insufficient Company Ordinary Shares present or represented by proxy at the Company Shareholder Meeting to constitute a quorum at the Company Shareholder Meeting, (B) the Company Board has determined in good faith after consultation with, and taking into account the advice of, its outside legal counsel that it is required to postpone or adjourn the Company Shareholder Meeting by applicable Law, Judgement or a demand from a Governmental Authority, (C) to allow reasonable additional time to solicit additional proxies to obtain the Company Requisite Shareholder Approval or (D) any information relating to the parties hereto or any of their respective Affiliates, officers or directors has been discovered by the applicable party, and the Company Board has determined in good faith after consultation with, and taking into account the advice of, its outside legal counsel that such information is required under applicable Law to be set forth in an amendment or supplement to the Proxy Statement, such that the Proxy Statement shall not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at the time and in light of the circumstances in which they were made, not false or misleading, in order to correct such information and file an appropriate amendment or supplement describing such information with the SEC; provided, that, without the prior written consent of the Yahoo Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company Shareholder Meeting will not be postponed or adjourned (x) by more than ten (10) days or (y) with respect to the foregoing clause (C), by more than thirty (30) days after the date on which the Company Shareholder Meeting was (or was required to be) originally scheduled. The Company shall solicit from the holders of Company Ordinary Shares proxies in favor of the approval of each of the Company Shareholder Proposals in accordance with applicable Law and the Company's Organizational Documents and the Company shall use its reasonable best efforts to secure the Company Requisite Shareholder Approval at the Company Shareholder Meeting. Unless this Agreement is earlier terminated pursuant to Article VII, the Company shall take all action required under applicable Law and the Company's Organization Documents to establish a record date for, duly call, give notice of, convene and hold the Company Shareholder Meeting for the purpose of obtaining the Company Requisite Shareholder Approval in accordance with applicable Law.

(c) Prior to obtaining the Company Requisite Shareholder Approval, the Company Board (or any committee thereof) shall not (i) withdraw, change, amend, modify or qualify or publicly propose to withdraw, change, amend, modify or qualify, in a manner adverse to the Yahoo Parties, the Company Board Recommendation, (ii) fail to include the Company Board Recommendation in the Proxy Statement, or (ii) publicly propose to do any of the foregoing.

(d) If the record date is reset and the aggregate number of Company Ordinary Shares held the Supporting Shareholders as of such reset record date is, or is expected to be, less than the aggregate number of Company Ordinary Shares held by the Supporting Shareholders as of the original record date (the "Initial Lock-Up Amount") by more than a de minimis amount, the Company will use reasonable best efforts to cause additional shareholders of the Company to enter into Voting and Support Agreements such that the aggregate number of Company Ordinary Shares held by shareholders party to the Voting and Support Agreement as of the reset record date is not less than the Initial Lock-Up Amount.

Section 5.09 Shareholder Litigation. The Company shall give the Yahoo Parties prompt notice of any shareholder litigation against the Company or its directors or officers relating to the Transactions and the transactions contemplated by the Commercial Agreement, and shall give the Yahoo Parties the opportunity to participate (at the Yahoo Parties' expense) in the defense or settlement of any such litigation. The Company shall give the Yahoo Parties the right to review and comment (at the Yahoo Parties' expense) on all filings or responses to be made by such party in connection with any such litigation, and will in good faith take such comments into account. The Company shall not agree to settle any such litigation to the extent such litigation would in any way bind or impose restrictions on a Yahoo Party, Apollo Global Management, Inc. or any of their respective Affiliates or Representatives or businesses, without the Yahoo Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 5.10 Takeover Statutes. None of the parties or their respective boards of directors (or comparable governing bodies) shall take any action that would cause any Takeover Statute to become applicable to this Agreement or any of the Transactions contemplated hereby or the transactions contemplated by the Commercial Agreement and each shall take all necessary steps to exempt (or ensure the continued exemption of) such transactions from any applicable Takeover Statute now or hereafter in effect. If any Takeover Statute may become, or may purport to be, applicable to any of the Transactions contemplated hereby or the transactions contemplated by the Commercial Agreement, each party and the members of their respective boards of directors (or comparable governing bodies) will grant such approvals and take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on the Transactions contemplated hereby or the transactions contemplated by the Commercial Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Statute.

Section 5.11 Employee Matters.

(a) Offers of Employment. The Company will use commercially reasonable efforts, or will cause one of its Subsidiaries to use commercially reasonable efforts to, make an offer of employment prior to the Offer Date to each In-Scope Employee who is then employed with a Yahoo Party or one of its Subsidiaries, for employment commencing on the applicable Transition Date, for a Comparable Position and with compensation, benefits and other terms that are consistent with this Section 5.11, and the requirements of applicable Law (each such offer that meets such terms and requirements, a "Qualifying Offer"), with such employment with the Company or one of its Subsidiaries to relate to the Company's existing platforms and processes and the Company will train and educate each such In-Scope Employee that accepts a Qualifying Offer on the Company's existing platforms and processes; provided that such efforts will not require the Yahoo Parties or their Subsidiaries to increase compensation or benefits of any In-Scope Employee. The Company shall notify Yahoo of each In-Scope Employee's acceptance of a Qualifying Offer promptly after the date of such acceptance, and the applicable Yahoo Party or one of its Subsidiaries, as applicable, shall terminate the employment of such In-Scope Employee effective as of immediately prior to the Transition Date. Effective as of the applicable Transition Date, the Company will, or will cause one of its Subsidiaries to, employ each In-Scope Employee who accepts a Qualifying Offer. Each In-Scope Employee who commences employment with the Company or one of its Subsidiaries on the applicable Transition Date is referred to herein as a "Transitioned Employee".

(b) Interim Period. With respect to each In-Scope Employee who accepts a Qualifying Offer, during the period (the "Interim Period") beginning on the date hereof (or, if later, the date on which such In-Scope Employee becomes an In-Scope Employee) and ending on the earlier of (i) the applicable Transition Date and (ii) the date on which such In-Scope Employee's employment with the Yahoo Parties and their Subsidiaries terminates, such In-Scope Employee will (x) be assigned to perform substantially the same duties with the Yahoo Parties that such In-Scope Employee performed as of immediately prior to the date hereof (or, if later, the date on which such In-Scope Employee becomes an In-Scope Employee) and (y) subject to Section 5.11(c) receive compensation and benefits from the Yahoo Parties and their Subsidiaries in the same amounts and on the same terms as in effect as of immediately prior to the date hereof (or, if later, the date on which such In-Scope Employee becomes an In-Scope Employee), subject to ordinary course increases and modifications that are not in excess of ten percent on an individual basis, as reasonably determined by the Yahoo Parties or as required by applicable Law or as required by any applicable compensation or benefit plan or agreement, with any increase in excess of ten percent that is not required by applicable Law or required by any applicable compensation or benefit plan or agreement to be subject to the reasonable approval of the Company. For clarity, the Company and its Subsidiaries will have no obligation to reimburse the Yahoo Parties and their Subsidiaries for any base compensation, short-term incentive compensation or anything relating to any LTI Award (including, without limitation, the vesting thereof) that is earned by any In-Scope Employee for any period prior the applicable Transition Date.

(c) Retention Awards. Following the date hereof (or, for any In-Scope Employee who becomes an In-Scope Employee after the date hereof, following the date on which In-Scope Employee becomes an In-Scope Employee), a Yahoo Party shall (or shall cause one of its Subsidiaries to) grant to each In-Scope Employee a cash retention bonus award (a "Retention Award") in the amounts mutually agreed between the parties hereto. Each Retention Award will be payable by a Yahoo Party (or its Subsidiary) to the applicable In-Scope Employee as soon as practicable following the applicable Transition Date, subject to the In-Scope Employee's (i) successful achievement of the applicable transition performance goals, as reasonably determined by the Yahoo Parties and communicated to the Company, and (ii) commencement of employment with the Company or one of its Subsidiaries on the applicable Transition Date. In recognition of the Retention Awards being intended to incentivize the In-Scope Employees to support the efforts of the Yahoo Parties to migrate and successfully achieve the migration activities set forth in the Demand Migration Plan and the Technical Integration Plan (each as defined in the Commercial Agreement (the "Migration"), the Company shall reimburse the Yahoo Parties and their Subsidiaries for the Retention Awards that are actually paid to the In-Scope Employee (together with the employer-side Taxes related thereto) promptly (and in no event more than ten (10) Business Days) following the applicable payment date), provided such In-Scope Employee is employed by a Yahoo Party or one of its Subsidiaries as of the Transition Date.

(d) LTI Awards. Except with respect to the Retention Awards set forth in Section 5.11(c), Yahoo shall retain all liabilities in respect of and in accordance with the terms of each long-term cash incentive or bonus award granted to any Transitioned Employee that is outstanding as of the applicable Transition Date (each, a "Yahoo LTI Award"), whether or not such Yahoo LTI Award is vested as of the applicable Transition Date. For purposes of such Yahoo LTI Awards only, such Transitioned Employees shall be treated as though involuntarily terminated by Yahoo without cause (or as a result of retirement, as applicable) upon the applicable Transition Date with respect to the accelerated vesting provisions of the Yahoo LTI Awards and Yahoo shall be solely responsible for any liabilities relating to such accelerated vesting (or related accelerated payment).

(e) Termination Payments. In recognition of the Company's desire that the In-Scope Employees remain employed with the Yahoo Parties through the end of the Interim Period in order to support the Migration, if (i) an In-Scope Employee (A) does not timely receive a Qualifying Offer (including if the In-Scope Employee does not receive an offer at all) or (B) receives but rejects a Qualifying Offer, (ii) a Yahoo Party or one of its Subsidiaries terminates the employment of such In-Scope Employee following notice of termination to become effective upon the applicable Transition Date and (iii) the applicable In-Scope Employee continues to be employed by a Yahoo Party or one of its Subsidiaries through the applicable Transition Date, then the Company will promptly (and in no event more than thirty (30) days) following notice from Yahoo, reimburse Yahoo for the costs incurred by the Yahoo Parties and their Subsidiaries to pay or provide severance benefits, accrued vacation payments, convalescence payments, payment in-lieu of notice period and any other termination-related payments or benefits (and, in each case, the related employer-side Taxes) to such In-Scope Employee in accordance with the applicable severance plan or policy maintained by a Yahoo Party or any of its Subsidiaries or any applicable Law (such payment and benefits, and the related employer-side Taxes, collectively, "Termination Payments"). In addition, if a Yahoo Party or any of its Subsidiaries is required to provide Termination Payments to a Transitioned Employee as a result of the termination of such Transitioned Employee's employment with such Yahoo Party or Subsidiary, the Company will reimburse Yahoo for such Termination Payments promptly (and in no event more than thirty (30) days) following the date on which such Termination Payments are paid.

(f) Terms and Conditions of Employment. In light of the competitive demand for employees with skills and experience of the type possessed by the In-Scope Employees and consistent with the Company's general compensation practices, each Qualifying Offer will provide, for each Transitioned Employee, for the period commencing on the applicable Transition Date and ending on the first anniversary thereof, (i) at least the same wage rate or cash salary level in effect for such Transitioned Employee immediately prior to the date hereof (unless increased in accordance with Section 5.11(b) hereof), (ii) target short-term incentive compensation and commission opportunities that are no less favorable than the target short-term incentive compensation and commission opportunities provided to similarly situated employees of the Company or its Subsidiaries, (iii) target long-term incentive compensation opportunities that are no less favorable than the target long-term incentive compensation opportunities provided to similarly situated employees of the Company or its Subsidiaries, (iv) severance benefits in amounts and on terms and conditions that are no less favorable than the severance benefits provided to such Transitioned Employee immediately prior to the applicable Transition Date and (v) employee benefits that are substantially comparable in the aggregate to the employee benefits provided to similarly situated employees of the Company or its Subsidiaries. The Company shall (and shall cause its Subsidiaries to), in addition to meeting the applicable requirements of this Section 5.11, comply with any additional obligations or other requirements arising under applicable Laws governing the terms and conditions of employment or termination of employment of the Transitioned Employees.

(g) Post-Closing Considerations: In light of the competitive demand for employees with skills and experience of the type possessed by the In-Scope Employees and consistent with the Company's general compensation and benefits related practices, the Company agrees to the following:

(i) From the applicable Transition Date, the Company shall, or shall cause its applicable Subsidiary to, use commercially reasonable efforts to give each Transitioned Employee credit for vesting and eligibility purposes under each applicable Law and under each employee benefit plan, policy, program, agreement or arrangement, maintained or made available for the benefit of Transitioned Employees after the applicable Transition Date by the Company or any of its Subsidiaries, for such Transitioned Employee's service prior to the applicable Transition Date with a Yahoo Party and its Subsidiaries and their respective predecessors, to the same extent that such service is recognized by the Company or any of its Subsidiaries immediately prior to the applicable Transition Date; provided, that such credit shall not be given to the extent that it would result in a duplication of benefits for the same period of service or that is inconsistent with the Company's general compensation and benefits related practices.

(ii) From the applicable Transition Date, to the extent that any Transitioned Employee (and his or her eligible dependents) becomes eligible to participate in group health plans of the Company or any of its Subsidiaries, the Company shall use commercially reasonable efforts to ensure, or cause to ensure, that such plans (i) do not limit or exclude coverage on the basis of any pre-existing condition of such Transitioned Employee or dependent (other than any limitation already in effect under the corresponding group health plan of a Yahoo Party or any of its Subsidiaries) or on the basis of any other exclusion or waiting period not in effect under the applicable group health plan of a Yahoo Party or any of its Subsidiaries, and (ii) provide such Transitioned Employee full credit, for the first year of eligibility, for any deductible, co-payment or out-of-pocket expenses already incurred by the Transitioned Employee under the applicable group health plan of a Yahoo Party or any of its Subsidiaries during such year for purposes of any deductible, co-payment or maximum out-of-pocket expense provisions, as applicable, of such group health plans of the Company or any of its Subsidiaries.

(iii) With respect to each Transitioned Employee who, as of immediately prior to the applicable Transition Date, participates in a defined contribution plan that is intended to qualify under Section 401(a) of the Code and that is maintained by a Yahoo Party or any of its Subsidiaries, the Company shall (or shall cause one of its Subsidiaries to), (i) effective as of the applicable Transition Date or as soon thereafter as administratively feasible, cover such Transitioned Employee, with no waiting period, under a defined contribution plan that is intended to qualify under Section 401(a) of the Code and that is sponsored by the Company or one of its Subsidiaries (a "Company 401(k) Plan"), (ii) as soon as reasonably practicable following the applicable Transition Date, (A) provide Transitioned Employees with the opportunity to roll over their 401(k) plan account balances (excluding any outstanding loan balances), and (B) use commercially reasonable efforts to provide Transitioned Employees with the opportunity to roll over their outstanding loan balances, and (iii) prior to the Closing Date, (A) take all such actions as are necessary to ensure that such Company 401(k) Plan will accept all such rollovers of account balances (excluding any outstanding loan balances) and (B) use commercially reasonable efforts to provide that the Company 401(k) Plan will accept all such rollovers of outstanding loan balances.

(h) No Third-Party Beneficiaries. Without limiting the generality of Section 8.05, nothing in this Agreement is intended to or shall (i) be treated as an amendment to, or be construed as amending, any benefit plan, program or agreement sponsored, maintained or contributed to by the Company, the Yahoo Parties or any of their respective Subsidiaries, (ii) prevent the Company or its Subsidiaries from terminating the employment of any Transitioned Employee (subject to any severance obligations contemplated by Section 5.11(f)(iv) above) or (iii) confer any rights or remedies (including third-party beneficiary rights) on any current or former director, employee, consultant or independent contractor of the Company, the Yahoo Parties or any of their respective Subsidiaries or any beneficiary or dependent thereof or any other Person.

Section 5.12 Governance Matters. Effective as of the Closing, the Company Board shall take all actions necessary to elect a designated representative of the Yahoo Parties, who shall be identified by the Yahoo Parties no later than ten (10) Business Days prior to the Closing Date (the "Yahoo Board Nominee"), to serve as a Class III director whose term will expire at the Company's 2024 annual meeting of the shareholders (including any adjournment or postponement thereof, the "2024 Annual Meeting"). In the event the Yahoo Board Nominee is unable or unwilling to serve as a director of the Company prior to the 2024 Annual Meeting, the Company agrees that so long as the Commercial Agreement has not been terminated in accordance with its terms, the Yahoo Parties can select any other candidate and the Company shall promptly present such candidate's nomination to the nominating and governance committee of the Company Board and if acceptable by it, such candidate shall be presented to and approved by the Company Board as a replacement to the Yahoo Board Nominee who is so unable or unwilling to serve (and if any candidate selected by Yahoo Parties is not acceptable by the committee, Yahoo Parties would be entitled to select other candidate to be so presented to the committee in accordance with the above). In connection with the Closing, upon the Yahoo Board Nominee's appointment (or such replacement in accordance with the previous sentence), the Company will enter into a customary indemnification agreement with such individual in the same form as agreements entered into with the other Company directors.

Section 5.13 Section 16 Matters. The Company shall take all such steps in accordance with the procedures set forth in Rule 16b-3 promulgated under the Exchange Act and interpretive guidance of the SEC to cause acquisitions of Company Ordinary Shares (including the Primary Issuance Company Ordinary Shares and the Primary Issuance Company Non-Voting Ordinary Shares) resulting from the transactions contemplated by this Agreement and the Commercial Agreement by each Person who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to a Yahoo Party or will become subject to such reporting requirements with respect to a Yahoo Party as a result of the transactions contemplated hereby or by the Commercial Agreement, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

ARTICLE VI

CONDITIONS TO CLOSING

Section 6.01 Conditions to the Obligations of the Parties. The respective obligations of each of the Company and the Yahoo Parties to effect the Closing shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(a) the Required Approvals shall have been obtained;

(b) the Company Requisite Shareholder Approval shall have been obtained;

(c) no Judgment enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority or any applicable Law (collectively, "Restraints") shall be in effect enjoining or otherwise prohibiting consummation of the Transactions (whether preliminary or permanent); and

(d) there shall not have been instituted and remain pending any litigation, suit, action or proceeding by any Governmental Authority (i) challenging or seeking to enjoin or otherwise prohibit consummation of the Transaction or (ii) seeking to impose upon the Company or any of its Subsidiaries or the Yahoo Parties or any of their Affiliates any requirement that the Company or the Yahoo Parties, as applicable, is not required to accept pursuant to Section 5.02(f).

Section 6.02 Conditions to the Obligations of the Company. The obligations of the Company to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(a) the representations and warranties of Yahoo (i) set forth in Sections 4.01, 4.02(a) and 4.05 (the "Yahoo Fundamental Representations") shall be true and correct (disregarding all qualifications or limitations as to "materiality," "Material Adverse Effect" and words of similar import) in all material respects as of the date hereof and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), and (ii) set forth in this Agreement, other than the Yahoo Fundamental Representations, shall be true and correct (disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein) as of the date hereof and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except, in the case of this clause (ii), where the failure to be true and correct has not had and would not, individually or in the aggregate, reasonably be expected to have a Yahoo Material Adverse Effect;

(b) the Yahoo Parties shall have complied with or performed in all material respects their respective obligations and covenants required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing; and

(c) the Company shall have received a certificate, signed on behalf of Yahoo by an executive officer thereof, certifying that the conditions set forth in Section 6.02(a) and Section 6.02(b) have been satisfied.

Section 6.03 Conditions to the Obligations of the Yahoo Parties. The obligations of the Yahoo Parties to effect the Closing shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

(a) the representations and warranties of the Company (i) set forth in Sections 3.01(a), 3.02(a), 3.03(a), 3.11, 3.12 and 3.13 (the "Company Fundamental Representations") shall be true and correct (disregarding all qualifications or limitations as to "materiality," "Material Adverse Effect" and words of similar import) in all material respects as of the date hereof and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), (ii) set forth in Section 3.06(b) shall be true and correct as of the date hereof and as of the Closing Date with the same effect as though made on and as of such date, and (iii) set forth in this Agreement, other than the Company Fundamental Representations and those set forth in Section 3.06(b), shall be true and correct (disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein) as of the date hereof and as of the Closing Date with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except, in the case of this clause (iii), where the failure to be true and correct has not had and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) the Company shall have complied with or performed in all material respects its obligations and covenants required to be complied with or performed by it pursuant to this Agreement at or prior to the Closing, except with respect to the obligations set forth in Section 5.12 which shall be complied with and performed in all respects;

(c) the Yahoo Parties shall have received a certificate, signed on behalf of the Company by an executive officer thereof, certifying that the conditions set forth in Sections 6.03(a) and 6.03(b) have been satisfied; and

(d) no stop order or suspension of trading shall have been imposed by the NASDAQ, the SEC or any other Governmental Authority with respect to public trading in the Company Ordinary Shares.

ARTICLE VII

TERMINATION; NO SURVIVAL

Section 7.01 Termination. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Company and the Yahoo Parties;

(b) by either the Company or a Yahoo Party, upon written notice to the other, if the Closing has not occurred on or prior to May 26, 2023 (the "Termination Date"); provided, that if all conditions other than the conditions set forth in Section 6.01(a), Section 6.01(c) (to the extent relating to the matters set forth in Section 6.01(a)) and Section 6.01(d) (to the extent relating to the matters set forth in Section 6.01(a)) and any conditions that by their nature are to be satisfied at the Closing (but which conditions would be expected to be satisfied if the Closing were held on the Termination Date) have been satisfied, then the Termination Date will automatically be extended up to two (2) times for an additional period of three (3) months per extension; provided, further that the right to terminate this Agreement under this Section 7.01(b) shall not be available to any party if the breach by such party of its representations and warranties set forth in this Agreement or the failure of such party to perform any of its obligations under this Agreement has been a principal cause of or resulted in the events specified in this Section 7.01(b);

(c) by either the Company or a Yahoo Party, if any Restraint (in the United States or another jurisdiction where a Required Approval applies) enjoining or otherwise prohibiting consummation of the Transactions shall be in effect and shall have become final and non-appealable; provided that the party seeking to terminate this Agreement pursuant to this Section 7.01(c) shall have used the required efforts to cause the conditions to Closing to be satisfied in accordance with Section 5.02;

(d) by the Yahoo Parties, if the Company shall have breached any of its representations or warranties or failed to perform any of its covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.03(a) or Section 6.03(b) and (ii) is incapable of being cured prior to the Termination Date, or if capable of being cured, shall not have been cured within thirty (30) calendar days (but in no event later than the Termination Date) following receipt by the Company of written notice of such breach or failure to perform from the Yahoo Parties stating the Yahoo Parties' intention to terminate this Agreement pursuant to this Section 7.01(d) and the basis for such termination; provided that the Yahoo Parties shall not have the right to terminate this Agreement pursuant to this Section 7.01(d) if a Yahoo Party is then in material breach of any of its representations, warranties, covenants or agreements hereunder, which breach would give rise to the failure of any condition set forth in Section 6.02(a) or Section 6.02(b) to be satisfied;

(e) by the Company, if a Yahoo Party shall have breached any of its representations or warranties or failed to perform any of its covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.02(a) or Section 6.02(b) and (ii) is incapable of being cured prior to the Termination Date, or if capable of being cured, shall not have been cured within thirty (30) calendar days (but in no event later than the Termination Date) following receipt by the Yahoo Parties of written notice of such breach or failure to perform from the Company stating the Company's intention to terminate this Agreement pursuant to this Section 7.01(e) and the basis for such termination; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 7.01(e) if the Company is then in material breach of any of its representations, warranties, covenants or agreements hereunder, which breach would give rise to the failure of any condition set forth in Section 6.03(a) or Section 6.03(b) to be satisfied; or

(f) by either the Company or a Yahoo Party, if the Company Requisite Shareholder Approval shall not have been obtained following a vote taken at the Company Shareholder Meeting (as it may be adjourned or postponed in accordance with this Agreement).

Section 7.02 Notice of Termination. In the event of the termination of this Agreement as provided in Section 7.01, written notice thereof shall be given to the other party, specifying the provision hereof pursuant to which such termination is made.

Section 7.03 Effect of Termination; Termination Fees and Expenses.

(a) In the event of termination of this Agreement by either or both of the Company and the Yahoo Parties pursuant to Section 7.01, this Agreement shall terminate and become void and have no effect, and there shall be no liability on the part of any party to this Agreement, except as set forth below; provided, that, notwithstanding anything to the contrary, no termination of this Agreement shall relieve any party hereto from liability for Fraud or willful and material failure to perform its obligations under this Agreement (which the parties acknowledge and agree, in the case of any damages sought by the Company or the Yahoo Parties, will not be limited to reimbursement of expenses or out-of-pocket costs, and will include the benefit of the bargain lost by the applicable party). Notwithstanding anything to the contrary contained herein, the provisions of Section 2.03 and Schedule IV (*Mutual Tax Commitments*) (solely with respect to the reimbursement obligations of the parties set forth therein), Section 5.02(f) (*Further Action; Reasonable Best Efforts; Filings*), Section 5.03 (*Public Disclosure*), Section 5.04 (*Confidentiality*), Article VIII (*Miscellaneous*) and this Section 7.03 shall survive any termination of this Agreement.

(b) Notwithstanding anything to the contrary herein, if this Agreement is terminated by the Company or a Yahoo Party pursuant to Section 7.01(f), then the Company shall pay to the Yahoo Parties an amount equal to the reasonable and documented fees, expenses and out-of-pocket costs incurred by the Yahoo Parties in connection with the transactions contemplated by this Agreement and the Commercial Agreement (the "Company Payment Amount"); provided, that in no event shall the Company Payment Amount exceed $7,500,000.

(c) Each of the parties hereto acknowledges that (i) the agreements contained in this Section 7.03 are an integral part of the Transactions and (ii) without these agreements, the parties hereto would not enter into this Agreement. The parties hereto acknowledge and hereby agree that the Company Payment Amount, if, as and when required to be paid pursuant to this Section 7.03, shall not constitute a penalty, but will be liquidated damages in a reasonable amount that will compensate the Yahoo Parties for the efforts and resources expended and opportunities foregone while negotiating this Agreement and the Transaction Documents and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated herein and in the Commercial Agreement, which amount would otherwise be impossible to calculate with precision. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereto agree that in no event shall the Company be required to pay the Company Payment Amount on more than one occasion.

(d) Notwithstanding anything in this Agreement to the contrary, nothing in this Section 7.03 shall limit the right of the Company or the Yahoo Parties to bring or maintain any Action (i) for injunction, specific enforcement of the obligations of the Company or any other party under this Agreement or any of the Transaction Documents, or other equitable relief as provided in Section 8.07 or in the Transaction Documents, as applicable, (ii) arising out of or in connection with any breach of the Confidentiality Agreement or Section 5.04 or (iii) for liability for Fraud or willful and material failure to perform a party's obligations under this Agreement.

Section 7.04 No Survival. None of the representations and warranties contained in this Agreement or in the certificates delivered at the Closing pursuant to this Agreement or in any other agreement, document or instrument contemplated by this Agreement shall survive the Closing, and no claim shall be brought by any Person in respect of any such representation and warranty after the Closing. None of the agreements, obligations or covenants of any party to be performed by any party before the Closing shall survive the Closing, and no claim shall be brought by any Person in respect of any such agreement, obligation or covenant after the Closing. Unless otherwise indicated, agreements, obligations and covenants set forth in this Agreement which by their terms are required to be performed after the Closing shall survive the Closing in accordance with their terms.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amendments; Waivers. Subject to compliance with applicable Law, this Agreement may be amended or supplemented in any and all respects by written agreement of the parties hereto; provided, however, that after receipt of the Company Requisite Shareholder Approval, there shall be no amendment or change to the provisions hereof which by Law would require further approval by the shareholders of the Company without the effectiveness thereof being subject to the approval of the shareholders of the Company.

Section 8.02 Extension of Time, Waiver, Etc.. The Company and the Yahoo Parties may, subject to applicable Law, (a) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto, (b) extend the time for the performance of any of the obligations or acts of the other party or (c) waive compliance by the other party with any of the agreements contained herein applicable to such party or, except as otherwise provided herein, waive any of such party's conditions. Notwithstanding the foregoing, no failure or delay by the Company or a Yahoo Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Section 8.03 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of the other party hereto, except that a Yahoo Party may transfer or assign, in whole or from time to time in part, its rights under this Agreement to any Affiliate of such Yahoo Party, but any such transfer or assignment will not relieve such Yahoo Party of any of its obligations hereunder.

Section 8.04 Counterparts. This Agreement and any other Transaction Documents may be executed in one or more counterparts (including by electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto (including by electronic signature) and delivered to the other parties hereto (including electronically, *e.g.*, in PDF format).

Section 8.05 Entire Agreement; No Third-Party Beneficiaries. This Agreement, including the Annexes and Schedules hereto, together with the other Transaction Documents and the Confidentiality Agreement, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties and their Affiliates, or any of them, with respect to the subject matter hereof and thereof. No provision of this Agreement shall confer upon any Person other than the parties hereto and their permitted assigns any rights or remedies hereunder, except that Section 8.14 shall be for the benefit of, and enforceable by, each of the Related Parties.

Section 8.06 Governing Law; Jurisdiction.

(a) This Agreement and all matters, claims or Actions (whether at law, in equity, in Contract, in tort or otherwise) based upon, arising out of or relating to this Agreement, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed entirely within that State, regardless of the laws that might otherwise govern under any applicable conflict of Laws principles; except that provisions related to the internal affairs of the Company, the fiduciary and other duties of its directors and the procedures for implementing the Transactions, and all other provisions of, or transactions contemplated by, this Agreement that are expressly or otherwise required to be governed by the Laws of the State of Israel shall be governed by such Laws.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined in the United States District Court for the Southern District of New York, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any New York State court sitting in New York City, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action. The consents to jurisdiction and venue set forth in this Section 8.06 shall not constitute general consents to service of process in the State of New York and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or relating to this Agreement shall be effective if notice is given by overnight courier at the address set forth in Section 8.09. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment.

Section 8.07 Specific Enforcement. The parties hereto agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if the parties hereto fail to take any action required of them hereunder to cause the Closing to occur, and that time is of the essence. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof (including, for the avoidance of doubt, the right of the Yahoo Parties to cause the Primary Issuance to be consummated on the terms and subject to the conditions set forth in this Agreement and the Commercial Agreement) in the courts described in Section 8.06 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of the Transactions and without that right, neither the Company nor the Yahoo Parties would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.07 shall not be required to provide any bond or other security in connection with any such Judgment.

Section 8.08 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.08.

Section 8.09 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

(a) If to the Company, to it at:

Taboola.com Ltd.
2 Jabotinsky Street, 32 FL.,
Ramat Gan 5250501
Israel
Attention: General Counsel
Email: [*****]

with a copy (which shall not constitute notice) to:

Davis Polk & Wardell LLP
450 Lexington Avenue
New York, New York
Attention: Michael Kaplan
Lee Hochbaum
E-mail: [*****]
and

Meitar | Law Offices
16 Abba Hillel Road
Ramat Gan, 5250608, Israel
Attention: Alon Sahar, Adv
Shachar Hadar
E-mail: [*****]

(b) If to the Yahoo Parties, to it at:

c/o Yahoo Inc.
770 Broadway 4th Floor
New York, New York 10003
Attention: Deputy General Counsel, Transactions
Email: [*****]

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Taurie M. Zeitzer
Justin S. Rosenberg
E-mail: [*****]

and

Erdinast, Ben Nathan, Toledano & Co.
4 Berkowitz St.
Tel Aviv, 6423806, Israel
Attention: Doni Toledano
Nitzan Aberbach
E-mail: [*****]

or such other address or email address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 8.10 Severability. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law.

Section 8.11 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement, the Transactions and the transactions contemplated by the Commercial Agreement shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred. The Company shall be solely responsible for all expenses incurred in connection with the filing, printing and mailing of the Proxy Statement.

Section 8.12 Interpretation.

(a) When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "date hereof" when used in this Agreement shall refer to the date of this Agreement. The terms "or", "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "made available to the Yahoo Parties" and words of similar import refer to documents delivered in writing or electronically to a Yahoo Party or its Representatives at or prior to the execution of this Agreement. The words "ordinary course of business" shall be deemed to include any action taken or not taken by the Company acting in good faith in response to the actual or anticipated effects of COVID-19 on the Company or any of its Subsidiaries. All accounting terms used and not defined herein shall have the respective meanings given to them under GAAP. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. In the event that the Company Ordinary Shares is listed on a national securities exchange other than the NASDAQ, all references herein to the NASDAQ shall be deemed to be references to such other national securities exchange. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the United States. References to a Person are also to its permitted assigns and successors. When calculating the period of time between which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded (and unless if otherwise required by Law, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

Section 8.13 Adjustments in Share Numbers and Prices. In the event of any stock split, subdivision, dividend or distribution to all shareholders of the Company payable in Company Ordinary Shares or Company Non-Voting Ordinary Shares (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly Company Ordinary Shares or Company Non-Voting Ordinary Shares), combination or other similar recapitalization or event occurring after the date hereof and prior to the Closing, each reference in this Agreement or in any other Transaction Document to a number of shares or a price per share shall be deemed to be amended to appropriately account for such event.

Section 8.14 Non-Recourse. Each party hereto agrees, on behalf of itself and its respective Affiliates, that all Actions, claims, obligations, liabilities or causes of action (whether in Contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) that may be based upon, in respect of, arise under, out of or by reason of, be connected with, or relate in any manner to: (a) this Agreement, the other Transaction Documents, the Transactions or the transactions contemplated by the Commercial Agreement, (b) the negotiation, execution or performance of this Agreement, the other Transaction Documents or any other agreement referenced herein (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement, the other Transaction Documents or such other agreement), (c) any breach or violation of this Agreement, the other Transaction Documents, or any other agreement referenced herein, and (d) any failure of the transactions contemplated hereby or under any other agreement referenced herein to be consummated, in each case, may be made only against (and are those solely of) the Persons that are expressly identified as parties to this Agreement or, in the case of the other Transaction Documents and the other agreements referenced herein, the persons that are expressly named as parties thereof, and, in accordance with, and subject to the terms and conditions of, this Agreement, such other Transaction Document or such other agreement referenced herein, as applicable. In furtherance and not in limitation of the foregoing, each party hereto covenants, agrees and acknowledges, on behalf of itself and its respective Affiliates, that no recourse under this Agreement or in connection with any of the Transactions or the transactions contemplated by the Commercial Agreement shall be sought or had against any other Person, and no other Person shall have any liabilities or obligations (whether in Contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to the items in clauses (a) through (d) of the immediately preceding sentence, it being expressly agreed and acknowledged that no personal liability or losses whatsoever shall attach to, be imposed on or otherwise be incurred by any of the aforementioned, as such, arising under, out of, in connection with or related in any manner to the items in clauses (a) through (d) of the immediately preceding sentence. Notwithstanding anything to the contrary herein or otherwise, except as contemplated in the proviso of the first sentence of this Section 8.14, with respect to each party hereto, no past, present or future director, manager, officer, employee, incorporator, member, partner, shareholder, agent, attorney, advisor, lender or Representative or Affiliate of such named party (the "Related Parties") shall be responsible or liable for any multiple, consequential, indirect, special, statutory, exemplary or punitive damages which may be alleged as a result of this Agreement, the Transactions or the transactions contemplated by the Commercial Agreement, or the valid termination or abandonment of any of the foregoing.

Section 8.15 No Partnership Created. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the parties.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

TABOOLA.COM LTD.

By: /s/ Eldad Maniv
Name: Eldad Maniv
Title: President & COO

[*Signature Page to Omnibus Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

COLLEGE TOP HOLDINGS, INC.

By: /s/ Monica Mijaleski
Name: Monica Mijaleski
Title: Chief Financial Officer and Treasurer

YAHOO ADTECH JV, LLC

By: /s/ Monica Mijaleski
Name: Monica Mijaleski
Title: President and Treasurer

[*Signature Page to Omnibus Agreement*]

SCHEDULE I

REGULATORY APPROVALS

[Intentionally Omitted]

SCHEDULE II

KNOWLEDGE PARTIES

[Intentionally Omitted]

SCHEDULE III

IN-SCOPE EMPLOYEES

[Intentionally Omitted]

SCHEDULE IV

Mutual Tax Commitments

[Intentionally Omitted]

ANNEX I

FORM OF VOTING AND SUPPORT AGREEMENT

[Intentionally Omitted]

ANNEX II

FORM OF INVESTOR RIGHTS AGREEMENT

[Intentionally Omitted]

ANNEX III

FORM OF ARTICLES AMENDMENT

[Intentionally Omitted]

Exhibit 10.2

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. [*****] INDICATES THAT INFORMATION HAS BEEN REDACTED OR OMITTED.

FORM
OF
INVESTOR RIGHTS AGREEMENT
DATED AS OF JANUARY 17, 2023

TABLE OF CONTENTS

INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (this "Agreement"), dated as of January 17, 2023, is entered into by and between Taboola.com Ltd., a company organized under the Laws of the State of Israel (the "Company"), and College Top Holdings, Inc., a Delaware corporation ("Yahoo").

BACKGROUND:

WHEREAS, the Company, Yahoo and Yahoo AdTech JV, LLC entered into that certain Omnibus Agreement, dated as of November 27, 2022 (the "Omnibus Agreement"), pursuant to which, among other things, the Company and Yahoo (and/or their applicable Affiliates) have entered into the Commercial Agreement and, in connection therewith, the Company issued to Yahoo a specified number of Company Ordinary Shares and Company Non-Voting Ordinary Shares, in each case, as set forth in the Omnibus Agreement, subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Closing, the Company and Yahoo are entering into this Agreement to set forth certain understandings among such parties, regarding the ownership of the shares of the Company as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
INTRODUCTORY MATTERS

1.1 Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth below. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Omnibus Agreement.

"Affiliate" mean, with respect to any Person, any other Person that directly, or through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person; provided, that, (a) the Company and its Subsidiaries shall not be deemed to be Affiliates of any Yahoo Party or any of its Affiliates, and (b) except in the case of Section 2.3 and the definitions of "Permitted Transfer" and "Permitted Transferee", in no event shall (i) a Yahoo Party be considered an Affiliate of any other portfolio company or investment fund affiliated with or managed by affiliates of Apollo and (ii) any other portfolio company or investment fund affiliated with or managed by affiliates of Apollo, be considered to be an Affiliate of a Yahoo Party.

"Apollo" means Apollo Global Management, Inc.

"Apollo Entities" means Apollo and/or any of its Affiliates.

"Beneficially Own" (including its correlative meanings, "Beneficial Owner" and "Beneficial Ownership") has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the board of directors of the Company.

"CFC" has the meaning set forth in Section 2.5(b).

"Company" has the meaning set forth in the Preamble.

"Control" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise (and the terms "Controlled by," "Controls," "Controlling" and "under common Control with" shall have correlative meanings).

"Form S-3" means (i) for so long as the Company is a foreign private issuer, Form F-3 under the Securities Act, as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC after the date thereof and (ii) upon the Company ceasing to be a foreign private issuer, Form S-3 under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

"Fully Diluted Company Ordinary Shares" means a number of Company Ordinary Shares equal to the sum of (a) the then-outstanding Company Ordinary Shares, plus (b) the then-outstanding Company Non-Voting Ordinary Shares.

"Group" has the meaning assigned to it in Section 13(d)(3) of the Exchange Act and Rule 13d-5 thereunder.

"Holder" means Yahoo and any Permitted Transferee.

"Identified Person(s)" has the meaning set forth in Section 2.3(b).

"Permitted Loan" has the meaning set forth in Section 2.1(a)(vi).

"Permitted Transfer" has the meaning set forth in Section 2.1(a).

"Permitted Transferee" means the transferee of any Yahoo Issued Securities in a Permitted Transfer.

"PFIC" has the meaning set forth in Section 2.5(b).

"Prior IRA" has the meaning set forth in Section 3.1.

"Register", "registered" and "registration" refer to a registration effected by filing a Registration Statement in compliance with the Securities Act and the declaration or ordering by the SEC of effectiveness of such Registration Statement, or the equivalent actions under the laws of another jurisdiction.

"Registrable Securities" means all Company Ordinary Shares owned by a Holder, whether now held or hereinafter acquired, including, for the avoidance of doubt, any Company Ordinary Shares issuable or issued upon conversion or exchange of other securities of the Company or any of its Subsidiaries, including the Company Non-Voting Ordinary Shares; provided, that such Company Ordinary Shares shall cease to be Registrable Securities on the later to occur of (x) the Holder or Holders and their Affiliates cease collectively to own at least 5.0% of the then outstanding Company Ordinary Shares and all of such Company Ordinary Shares may be sold without restriction under Rule 144 (without the need for any manner of sale requirement or volume limitation) (or any similar provisions then in force) and (y) all of the Company Ordinary Shares have been sold pursuant to Rule 144 or a Registration Statement.

"Registration Statement" shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Restricted Persons" means (i) any of the Persons listed on Exhibit B, which list may be updated in writing from time to time by the Board with respect to additional bona fide competitors of the Company, or any Affiliate of any such Persons, or (ii) any of the Persons listed on the then most recently published "SharkWatch 50" list (or, if publication of such list has been discontinued, such other list of significant activist investors selected by the Board to replace such list unless and until such time as the publication of such replacement list is discontinued).

"Shelf Registration" shall mean a registration of securities pursuant to a Registration Statement filed with the SEC in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"Standstill Period" means the period commencing on the date of this Agreement and ending on the date that is thirty (30) days after the later of (i) the date on which (i) the Yahoo Parties cease to Beneficially Own at least ten percent (10%) of the outstanding Company Ordinary Shares and (ii) no Yahoo Board Designee serves on the Board.

"Transaction Documents" means this Agreement, the schedules and exhibits attached hereto, the Irrevocable Transfer Agent Instructions and any other documents or agreements explicitly contemplated hereunder.

"Transfer" (including the terms "Transferred" and "Transferring") means any direct or indirect transfer, sale, assignment, exchange, gift, conveyance or other disposition, pledge or grant of a security interest, in each case, whether voluntary, by operation of law or otherwise, and "Transferor" and "Transferee" shall have correlative meanings; provided, that in no event shall (a) any transfer of equity interests in any direct or indirect shareholder of the Company constitute a "Transfer" if there is no Transfer of the Control of such Person or (b) any Transfer of equity interests of any publicly listed direct or indirect parent entity of Yahoo constitute a "Transfer".

"Transfer Restricted Period" means with respect to the Yahoo Issued Securities, the period commencing on the date of this Agreement and ending on the day that is twelve (12) months from the date of this Agreement.

"Yahoo" has the meaning set forth in the Preamble.

"Yahoo Board Designee" means the Yahoo Board Nominee or any other person nominated by any Yahoo Party or its respective Affiliates and serving as a director on the Board.

"Yahoo Holders" has the meaning set forth in Section 2.5(b).

"Yahoo Issued Securities" means, collectively, the Company Ordinary Shares and the Company Non-Voting Ordinary Shares, in each case, issued to Yahoo and/or its applicable Affiliates at the Closing.

"Yahoo Observer" has the meaning set forth in Section 2.8.

"Yahoo Party" or "Yahoo Parties" means Yahoo and each Permitted Transferee that becomes a party to this Agreement by executing a joinder agreement substantially in the form attached as Exhibit A.

1.2 Construction. For the purposes of this Agreement: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement, unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (iv) references to "$" shall mean U.S. dollars, and any amounts that are denominated in a foreign currency shall be deemed to be converted into U.S. dollars at the applicable exchange rate in effect at 9:00 a.m., New York City time (as reported by Bloomberg L.P.) on the date for which such U.S. dollar amount is to be calculated; (v) the word "including" and words of similar import when used in this Agreement and the Ancillary Agreements shall mean "including without limitation," unless otherwise specified; (vi) the word "or" need not be exclusive; (vii) references to "written" or "in writing" include in electronic form; (viii) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement; (ix) references to any statute shall be deemed to refer to such statute as amended through the date hereof and to any rules or regulations promulgated thereunder as amended through the date hereof (provided that for purposes of any representations and warranties contained in this Agreement that are made as of a specific date, references to any statute shall be deemed to refer to such statute and any rules or regulations promulgated thereunder as amended through such specific date); (x) references to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; (xi) a reference to any Person includes such Person's successors and assigns permitted by this Agreement; (xii) any reference to "days" shall mean calendar days unless Business Days are expressly specified; (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; and (xiv) amounts used in any calculations for purposes of this Agreement may be either positive or negative, it being understood that the addition of a negative number shall mean the subtraction of the absolute value of such negative number and the subtraction of a negative number shall mean the addition of the absolute value of such negative number.

ARTICLE II
ADDITIONAL COVENANTS AND RIGHTS

2.1 Transfer Restrictions

(a) During the Transfer Restricted Period, no Yahoo Party shall Transfer any of the Yahoo Issued Securities, other than under the following circumstances (each a "Permitted Transfer"):

(i) a Transfer to an Affiliate of Yahoo that becomes a party to this Agreement by executing a joinder agreement substantially in the form attached as Exhibit A;

(ii) a Transfer (via a distribution in kind) to the equityholders of Yahoo that become a party to this Agreement by executing a joinder agreement substantially in the form attached as Exhibit A;

(iii) a Transfer that has previously been approved in writing by the Board or a duly authorized committee thereof;

(iv) a Transfer to a third party pursuant to a tender offer, exchange offer, merger, consolidation, business combination or other similar transaction that is recommended by the Board and that results in all holders of the applicable Company Security having the right to exchange their applicable Company Security for cash, securities or other property (including, for the avoidance of doubt, any tender offer or exchange offer that is for less than all of the outstanding number of applicable Company Securities);

(v) a Transfer after commencement by the Company or one of its significant Subsidiary (as such term is defined in Rule 12b-2 under the Exchange Act) of the Company of bankruptcy, insolvency or other similar proceedings; and

(vi) a Transfer in connection with (x) a total return swap or (y) a *bona fide* loan or other financing arrangement, including pledging, hypothecating or otherwise granting a security interest in Company Securities to one or more lending institutions as collateral or security for any loan, advance or extension of credit and any Transfer upon foreclosure (or in lieu of foreclosure) upon such Company Security, so long as, in each case, the counterparty to any such transaction is not reasonably known to be a Restricted Person (each, a "Permitted Loan"), in each case of the foregoing clauses (x) and (y), with a counterparty that is one or more nationally recognized financial institutions. Nothing contained in this Agreement shall prohibit or otherwise restrict the ability of any lender or other creditor or collateral agent under a Permitted Loan transaction (including any agent or trustee on their behalf) or any Affiliate of the foregoing to foreclose upon, or accept a Transfer in lieu of foreclosure, and sell, dispose of or otherwise Transfer the applicable Company Security mortgaged, hypothecated and/or pledged to secure the obligations of the borrower following an event of default (any of the foregoing, collectively, a "Foreclosure") under a Permitted Loan. In the event that any lender or other creditor or collateral agent under a Permitted Loan transaction (including any agent or trustee on their behalf) or any Affiliate of the foregoing exercises any rights or remedies in respect of the applicable Company Securities or any other collateral for any Permitted Loan, no lender, creditor, agent or trustee on their behalf or Affiliate of any of the foregoing (other than, for the avoidance of doubt, Yahoo or its Affiliates) shall be entitled to any rights or have any obligations or be subject to any Transfer restrictions or limitations hereunder. Each Yahoo Party shall provide the Company with prompt written notice of any Transfer pursuant to this Section 2.1(a)(vi).

(b) Following the expiration of the Transfer Restricted Period, the Yahoo Parties shall not at any time, without the prior written consent of the Company, directly or knowingly indirectly:

(i) Transfer any Yahoo Issued Securities to a Person who is known to be a Restricted Person (and, in the case of any underwritten offering or registered block trade, the Yahoo Parties shall have requested that any block sale purchasers, brokers or "qualified institutional buyers" not resell such Yahoo Issued Securities to a person or entity who is reasonably known to be a Restricted Person);

(ii) Transfer (including by means of a block trade) any Yahoo Issued Securities to a Person or Group that, after giving effect to a proposed Transfer, would beneficially own greater than ten percent (10%) of the outstanding Company Ordinary Shares; or

(iii) Transfer pursuant to Rule 144 or any registered offering (other than an underwritten offering) on any trading day a number of Yahoo Issued Securities that, in the aggregate with all other Yahoo Issued Securities that are subject to a Transfer under this Section 2.1(b)(iii) during the same trading day, represents in excess of twenty percent (20%) of the daily average trading volume of the Company Ordinary Shares during the preceding twenty trading days; provided that, notwithstanding the foregoing, the Yahoo Parties shall be permitted to undertake twelve (12) Transfers in any twelve-month period by means of a block trade (even if the number of Yahoo Issued Securities in any such block trade exceeds the foregoing limitation) so long as the Yahoo Issued Securities Transferred in each such block trade are the only Yahoo Issued Shares Transferred by the Yahoo Parties on the relevant trading day.

(c) Any Transfer or attempted Transfer of Yahoo Issued Securities in violation of this Section 2.1 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the books of the Company.

(d) Any certificates for Yahoo Issued Securities held by a Yahoo Party shall bear a legend or legends (and appropriate comparable notations or other arrangements will be made with respect to shares maintained in the form of book entries) referencing restrictions on transfer of such shares under the Securities Act and under this Agreement which legend shall state in substance:

> THESE SECURITIES AND THE SECURITIES ISSUABLE UPON THE EXCHANGE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT RELATING TO SUCH SECURITIES UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS.
>
> THESE SECURITIES ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS SET FORTH IN THE INVESTOR RIGHTS AGREEMENT, DATED AS OF JANUARY 17, 2023 BY AND BETWEEN TABOOLA.COM LTD. AND COLLEGE TOP HOLDINGS, INC., AS IT MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME.

Notwithstanding the foregoing, upon the request of the applicable Yahoo Party, (i) in connection with any Transfer of Yahoo Issued Securities in accordance with the terms of this Agreement, the Company shall promptly cause the second paragraph of the legend (or notation) to be removed upon such Transfer if such restrictions would not be applicable following such Transfer (including in connection with a Permitted Loan transaction), and (ii) following receipt by the Company of an opinion from legal counsel reasonably satisfactory to the Company to the effect that such legend (or notation) is no longer required under the Securities Act and applicable state securities Laws, the Company shall promptly cause the first paragraph of the legend (or notation) to be removed from any Yahoo Issued Securities to be Transferred in accordance with the terms of this Agreement.

2.2 Standstill. During the Standstill Period, the Yahoo Parties shall not, and shall direct their Affiliates not to, directly or indirectly, without the prior written consent of the Company:

(a) acquire, offer to acquire or agree to acquire, by purchase or otherwise, Beneficial Ownership of any Company Securities (including any rights, options or other derivative securities or contracts or instruments to acquire such ownership that derives its value from (in whole or in part) such Company Securities (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combinations of the foregoing)) other than: (A) as a result of any stock split, stock dividend or distribution, subdivision, reorganization, reclassification or similar capital transaction involving Company Securities or (B) pursuant to or in connection with a Permitted Transfer or a Permitted Loan; provided, that no Yahoo Party shall be in breach of this Section 2.2(a) as a result of the acquisition by any Yahoo Board Designee, or such Yahoo Board Designee's designated recipient, of any Company Securities pursuant to (x) the grant or vesting of any equity compensation awards granted by the Company to any Yahoo Board Designee, or (y) the exercise of any stock options, restricted stock units, or similar awards relating to any Company Securities granted by the Company to any Yahoo Board Designee;

(b) make any public announcement or public offer with respect to any acquisition, merger, business combination, recapitalization, reorganization or other similar extraordinary transaction involving the Company or any of its Subsidiaries (unless such transaction is approved or affirmatively recommended by the Board);

(c) make, knowingly encourage, or in any way participate in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC promulgated pursuant to Section 14 of the Exchange Act) to vote any Company Ordinary Shares, or seek to advise or influence any Person with respect to the voting of, any Company Ordinary Shares;

(d) seek election to, or seek to place a representative on, the Board, or seek the removal of any member of the Board, or otherwise act, alone or in concert with others, to seek representation or to control or influence the management, the Board or policies of the Company;

(e) call, or seek to call, a meeting of the shareholders of the Company or initiate any shareholder proposal for action by shareholders of the Company;

(f) form, join or in any way participate in a Group with respect to Company Securities (other than a Group consisting solely of Yahoo Parties);

(g) otherwise act, alone or in concert with others, to seek to control or influence the management or the policies of the Company (for the avoidance of doubt, excluding any such act in their capacity as a commercial counterparty, customer, supplier or the like);

(h) advise or knowingly assist or encourage or enter into any discussions, negotiations, agreements or arrangements with any other Persons in connection with any of the foregoing activities;

(i) publicly disclose any intention, plan or arrangement inconsistent with any of the foregoing activities, or knowingly take any action that a Yahoo Party knows would require the Company to make a public announcement regarding any of the foregoing activities; or

(j) contest the validity of this Section 2.2;

it being understood and agreed that (x) this Section 2.2 shall not limit (A) the ability of a Yahoo Board Designee to exercise his or her legal duties in his or her capacity as a director or a member of a committee of the Board, (B) the ability of a Yahoo Party to vote (including by written consent) or Transfer its Yahoo Issued Securities as permitted under the terms of this Agreement, to participate in rights offerings made by the Company to all holders of the applicable Company Security, or receive any dividends or similar distributions with respect to any Company Security that it holds, or (C) a Yahoo Party or any of its Affiliates from making to the Board or the Chief Executive Officer of the Company any proposal regarding a strategic transaction involving the Company, which proposal is made in a confidential manner and is not reasonably expected to require the Company to make any public disclosure, and (y) this Section 2.2 shall immediately terminate in the event that any person or Group shall have acquired or entered into a definitive agreement to acquire (regardless of the form of such transaction), or the Company Board has approved (or, in the case of a tender or exchange offer, failed to recommend against such tender or exchange offer within ten (10) Business Days of the commencement thereof) an acquisition of, more than 50% of any class of the equity securities of the Company or its Subsidiaries, or assets of the Company or its Subsidiaries representing more than 50% of the consolidated earning power of the Company and its Subsidiaries, taken as a whole. Notwithstanding the foregoing, in the event that either (x) no Yahoo Board Designee serves on the Board or (y) a Yahoo Board Designee is up for reelection and is not included in the slate of nominees proposed by the Board, then Sections 2.2(c) through 2.2(f), 2.2(h) and 2.2(i) shall automatically be deemed waived solely to allow the Yahoo Parties to seek to place one representative on the Board (including soliciting proxies in support of the election of such representative and calling or seeking to call a meeting of shareholders of the Company to elect such representative to the Board).

2.3 Corporate Opportunities. To the fullest extent permitted by applicable Law and subject to any restrictions and limitations by any applicable Law:

(a) In recognition and anticipation that (i) certain directors, principals, officers, employees, members, partners and/or other representatives of Yahoo, any Yahoo Party or Apollo Entity, or of investment funds or vehicles affiliated with an Apollo Entity or any of its respective Affiliates may be Yahoo Board Designees and, accordingly, serve as Directors, and (ii) each of Apollo or investment funds or vehicles affiliated with Apollo may now engage, may continue to engage, and/or may, in the future, decide to engage, in the same or similar activities or related lines of business as those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage and/or other business activities that overlap with, are complementary to or compete with those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage, the provisions of this Section 2.3 are set forth to regulate and define the conduct of certain affairs of the Company and its Subsidiaries with respect to certain classes or categories of business opportunities as they may involve any Yahoo Party or its Affiliates and the powers, rights, duties and liabilities of the Company, its Subsidiaries, and their respective directors, officers and shareholders in connection therewith.

(b) The Company, on behalf of itself and each of its Subsidiaries, hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate (or analogous) or business opportunity for any Yahoo Party, any of its Affiliates, or any Yahoo Board Designee (collectively, "Identified Persons" and, individually, an "Identified Person") and the Company or any of its Affiliates. In the event that any Identified Person acquires knowledge of a potential transaction or other corporate (or analogous) or business opportunity which may be a corporate (or analogous) or business opportunity for itself, herself or himself and the Company or any of its Affiliates, unless such opportunity was specifically made known to such Identified Person in his or her capacity as the Yahoo Board Designee, such Identified Person shall have no duty to communicate, offer or otherwise make available such transaction or other corporate (or analogous) or business opportunity to the Company or any of its Affiliates and shall not be liable to the Company or its shareholders or to any Affiliate of the Company for breach of any purported fiduciary duty solely by reason of the fact that such Identified Person pursues or acquires such corporate (or analogous) or business opportunity for itself, herself or himself, or offers or directs such corporate (or analogous) or business opportunity to another Person (including any Affiliate of such Identified Person).

(c) The Company, on behalf of itself and each of its Subsidiaries, (i) acknowledges that the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other entities (each such entity, a "Related Company" and all such entities, collectively, "Related Companies") that are direct competitors of, or that otherwise may have interests that do or could conflict with those of, the Company, any of its Subsidiaries, any of the Company's shareholders or any of their respective Affiliates, and (ii) agree that (A) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Agreement shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Agreement (if any) shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (x) the ownership by an Identified Person of any interest in any Related Company, (y) the affiliation of any Related Company with an Identified Person or (z) any action taken or omitted by any Related Company or an Identified Person in respect of any Related Company, (B) no Identified Person shall, by reason of such ownership, affiliation or action, become subject to any fiduciary duty to the Company, any of its Subsidiaries, any of the Company's shareholders or any of their respective Affiliates, (C) none of the duties imposed on an Identified Person, whether by contract or law, do or shall limit or impair the right of any Identified Person lawfully to compete with the Company, any of its Subsidiaries, any of the Company's shareholders or any of their respective Affiliates as if the Identified Persons were not a party to this Agreement, and (D) the Identified Persons are not and shall not be obligated to disclose to the Company, any of its Subsidiaries, any of the Company's shareholders or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, or to refrain from or in any respect to be restricted in competing against the Company, any of its Subsidiaries, any of the Company's shareholders or any of their respective Affiliates in any such business or as to any such opportunities. In this sub-section (c), the term Identified Persons shall exclude any Person solely in his or her capacity as an individual serving as a Yahoo Board Designee, and not in such Person's capacity as a Representative of a Yahoo Party or any of its Affiliates.

(d) Notwithstanding anything to the contrary in this Agreement, any current Yahoo Board Designee and any Person who has served as a Yahoo Board Designee within the preceding twelve (12) months shall not serve on the board of directors of any Restricted Person under clause (i) of the definition thereof, or serve on the board of directors of any Yahoo Party that owns any Controlling interest in a Person that qualifies as a Restricted Person under clause (i) of the definition thereof.

2.4 Information Sharing. Individuals associated with the Yahoo Parties may from time to time serve, or sit as an observer, on the Board or the equivalent governing body of the Company's Subsidiaries. The Company, on its behalf and on behalf of its Subsidiaries, recognizes that such individuals (i) will from time to time receive non-public information concerning the Company and its Subsidiaries, and (ii) may (subject to the obligation to maintain the confidentiality of such information in accordance with Section 2.7) share such information with other individuals associated with the Yahoo Parties who have a need to know such information for the purpose of facilitating support to such individuals in their capacity as members of the Board or such equivalent governing body or enabling the Yahoo Parties, as equityholders, to better evaluate the Company's performance and prospects; provided, that such other individuals are informed about the confidential nature of such information and agree in writing to maintain the confidentiality of such information consistent with the confidentiality obligations of such member of the Board; provided, further, that no Yahoo Board Designee or Yahoo Observer (as defined below) may disclose confidential information if the Board reasonably determines in good faith and upon the advice of counsel to the Company (which may be in-house counsel) that such disclosure could reasonably be expected to result in the loss of the attorney-client privilege between the Company and its counsel; and provided further, that the Company reserves the right to withhold any information and to exclude a Yahoo Board Designee or Yahoo Observer from any meeting or portion thereof if (1) with respect to any Yahoo Observer, the Board reasonably determines in good faith and upon the advice of counsel to the Company (which may be in-house counsel) that access to such information or attendance at such meeting could reasonably be expected to result in the loss of the attorney-client privilege between the Company and its counsel or (2) such information or meeting or portion thereof relates to (x) a transaction with a Yahoo Party, Apollo Entity or any of their respective Affiliates, or (y) any competitively sensitive matter of which the disclosure to the Yahoo Parties, the Apollo Entities or any of their respective Affiliates could reasonably be expected to cause competitive harm, as determined in good faith by the Board or as otherwise required by applicable Law.

2.5 Tax Matters Cooperation.

(a) Each of the Company and the Yahoo Parties shall (and shall cause their respective Affiliates to), cooperate to the extent reasonably requested by the other party in connection with the preparation and filing of relevant Tax Returns, or any audit, examination, contest or other Tax proceeding, in each case relating to the transactions contemplated by the Omnibus Agreement, a Yahoo Party's (or the Yahoo Holders') interest in the Company, or the Commercial Agreement.

(b) The Company shall use commercially reasonable efforts on an annual basis to timely (i) determine, based on information reasonably available to the Company, whether the Company is a "passive foreign investment company" within the meaning of Section 1297(a) of the Code and the Treasury Regulations thereunder (a "PFIC") or a "controlled foreign corporation" within the meaning of Section 957(a) of the Code and the Treasury Regulations thereunder (any such entity, a "CFC') with respect to any Yahoo Party and notify the Yahoo Parties of such determination and the basis therefor and (ii) make available to the Yahoo Parties information reasonably available to the Company as may be necessary to compute any income of any Yahoo Party (or its direct or indirect owners) (collectively, the "Yahoo Holders") arising as a result of the Company's status as a PFIC or a CFC (if applicable), including by providing, as applicable, based on information reasonably available to the Company (x) a PFIC Annual Information Statement to enable such Yahoo Holders to make a "Qualifying Electing Fund" election under Section 1295 of the Code for such taxable period or a protective statement under Treasury Regulation Section 1.1295-3, and (y) such information as may be necessary to enable all applicable Yahoo Holders to report their allocable income inclusions, if any, under Sections 951(a) and 951A of the Code for any applicable taxable period; provided, however, that (A) nothing in this Section 2.5(b) shall require the Company to incur any third-party expense (other than an expense that the Company would incur even if this Section 2.5(b) were not applicable) unless the Yahoo Parties agree to reimburse the Company for reasonable and documented third-party expenses incurred pursuant to this Section 2.5(b) and (B) this Section 2.5(b) shall cease to apply once the Holders and their Affiliates cease collectively to Beneficially Own at least 5.0% of the then-outstanding Company Ordinary Shares and Company Non-Voting Ordinary Shares.

(c) Notwithstanding anything to the contrary in this Agreement, in no event shall any of the Yahoo Parties or the Company (or any of their respective Affiliates or any other party hereunder) be required to provide another party to this Agreement or any other Person with any of its own Tax Returns, or any Tax Return of any consolidated, combined, unitary, affiliated, aggregate or similar group of which it is or was a part.

2.6 Financing Cooperation. If requested by a Yahoo Party, the Company will provide cooperation (with, in each case, all reasonable, documented out-of-pocket expenses, including legal expenses, incurred by the Company in connection with the foregoing, being borne by such Yahoo Party) in connection with such Yahoo Party obtaining any Permitted Loan, including with respect to the following: (i) entering into an issuer agreement (an "Issuer Agreement") with each lender in connection with such transactions (which agreement may include agreements and obligations of the Company relating to procedures and specified time periods for effecting transfers and/or conversions upon foreclosure, agreements to not hinder or delay exercises of remedies on foreclosure, acknowledgments regarding Organizational Documents and corporate policy, if applicable, and certain acknowledgments regarding the pledged Company Securities and securities law status of the pledge arrangements) in form reasonably acceptable to the Company, (ii) using commercially reasonable efforts to (A) following receipt by the Company of an opinion of external counsel reasonably satisfactory to the Company that such restrictive legend or notation may be removed, remove any restrictive legends on certificates representing pledged Company Securities and depositing any pledged Company Securities in book entry form on the books of The Depository Trust Company, in each case when eligible to do so or otherwise as agreed with the transfer agent (and providing any necessary indemnities to the transfer agent in connection therewith) or (B) without limiting the generality of clause (A), if such Company Securities are eligible for resale under Rule 144A, depositing such pledged Company Securities in book entry form on the books of The Depository Trust Company or other depository with customary representations and warranties from the applicable Yahoo Party or its applicable Affiliates regarding compliance with securities Laws, (iii) if so requested by such lender or counterparty, as applicable, re-registering the pledged Company Securities in the name of the relevant lender, agent, counterparty, custodian or similar party to a Permitted Loan, with respect to Permitted Loans solely as securities intermediary and only to the extent Yahoo or its Permitted Transferees (or its or their Affiliates) continue to Beneficially Own such pledged Company Securities, (iv) entering into customary triparty agreements with each lender and Yahoo (and its Permitted Transferees and its and their Affiliates) relating to the delivery of the Company Securities to the relevant lender for crediting to the relevant collateral accounts upon funding of the loan and payment of the purchase price including a right for such lender as a third party beneficiary of the Company's obligations hereunder and (v) such other cooperation and assistance as Yahoo and its Permitted Transferees may reasonably request in writing (which cooperation and assistance, for the avoidance of doubt, shall not include any requirements that the Company deliver information, compliance certificates or any other materials typically provided by borrowers to lenders) that will not unreasonably disrupt the operation of the Company's business. Anything in the preceding sentence to the contrary notwithstanding, the Company's obligation to deliver an Issuer Agreement is conditioned on the applicable Yahoo Party representing to the Company in writing that (i) the loan agreement with respect to which the Issuer Agreement is being delivered constitutes a Permitted Loan being entered into in accordance with this Agreement, such Yahoo Party has pledged Yahoo Issued Securities as collateral to the lenders under such Permitted Loan and that the execution of such Permitted Loan and the terms thereof do not violate the terms of this Agreement and (ii) such Yahoo Party acknowledges and agrees that the Company will be relying on such representations when entering into the Issuer Agreement and any inaccuracy in such representations will be deemed a breach of this Agreement. The Yahoo Parties acknowledge and agree that the statements and agreements of the Company in an Issuer Agreement are solely for the benefit of the applicable lenders party thereto.

2.7 Confidentiality. Each Holder (and, with respect to Section 2.5, the Company) agrees that any information obtained pursuant to this Agreement (including pursuant to Section 2.4 and Section 2.5 and any information about any proposed registration or offering pursuant to Article III) will not be disclosed or used for any purpose other than (x) the purpose of facilitating support to such individuals in their capacity as members of the Board, or enabling the Yahoo Parties, as equityholders, to better evaluate the Company's performance and prospects, (y) the exercise of rights under this Agreement or (z) filing any Tax Return or conducting any Tax audit, examination, contest or other Tax proceeding, in each case without the prior written consent of the Company (or, with respect to information provided by a Yahoo Party under Section 2.5, the prior written consent of the applicable Holder); provided, however, that the restrictions in this Section 2.7 will not apply to information that (a) was or becomes available to the public other than as a result of a disclosure by a Holder or any of its Affiliates or representatives in violation of this Agreement or any Company confidentiality policy, (b) was or becomes available to a Holder or any of its Affiliates or representatives from a source other than the Company, any of its Affiliates or any of their respective representatives, provided that such source is believed by the Holder not to be disclosing such information in violation of an obligation of confidentiality (whether by agreement or otherwise) to the Company or any of its Affiliates, (c) was independently developed by a Holder or any of its Affiliates or representatives without use of any applicable confidential information obtained pursuant to this Agreement, and (d) is requested or required by applicable Law, Judgment or by a Governmental Authority (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, summons or similar process) to disclose any applicable confidential information obtained pursuant to this Agreement (in which case, the Holder shall provide notice to the Company sufficiently in advance of any such disclosure so that the Company shall have a reasonable opportunity, at is sole expense, to timely seek to limit, condition or quash such disclosure.

2.8 Observer Rights. Subject to Section 2.4, at any time that both (x) no Yahoo Board Designee serves on the Board and (y) the Yahoo Parties Beneficially Own at least thirty percent (30%) of the aggregate number of Company Ordinary Shares and Company Non-Voting Ordinary Shares, in each case that they received at the Closing, the Company shall invite up to one (1) representative of the Yahoo Parties to attend all meetings of the Board of Directors, in a non-voting observer capacity (the "Yahoo Observer") and, in this respect, shall give such Yahoo Observer copies of all notices (including notices of the time and place of board and committee meetings), minutes, consents, and other materials that it provides to its directors and committee members at the same time and in the same manner as provided to such directors or committee members. The Yahoo Observer shall comply with all policies of the Company applicable to the Board. Solely for the purposes of this Section 2.7, "Beneficial Ownership" of Company Ordinary Shares shall not include any Company Ordinary Shares that are subject to a total return swap or other similar transaction such that the holder no longer bears the economic risk of ownership.

ARTICLE III
REGISTRATION RIGHTS

3.1 Piggy-back Registration. If the Company at any time, beginning upon (but excluding) the date hereof proposes to register any of its Company Ordinary Shares (other than in connection with (x) a registration on Form S-8 or (y) pursuant to Form F-4 or S-4 in connection with a business combination or exchange offer or pursuant to exercise or conversion of outstanding securities) or to undertake an underwritten public offering of its securities pursuant to an effective Registration Statement (a "Shelf Takedown"), it shall give written notice to the Holder of such intention not less than ten (10) days before the anticipated filing date of the applicable Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing underwriter or underwriters, if any, in such offering, and (B) offer to the Holder the opportunity to register the sale of such number of Registrable Securities as the Holder may request in writing. Upon the written request of the Holder given within seven (7) days after receipt of any such notice, the Company shall include in such registration or Shelf Takedown all of the Registrable Securities indicated in such request, so as to permit the disposition of the shares so registered in the manner as contemplated by such registration statement; provided that no Holder who is subject to a lockup with respect to such Holder's Registrable Securities shall have any right to have such Registrable Securities participate in such registration or offering except to the extent such lockup has expired or been waived. The Company shall, in good faith, cause such Registrable Securities to be included in such registration or offering and, if applicable, shall use its commercially reasonable efforts to cause the managing underwriter(s) of such registration to permit the Registrable Securities requested by the Holder pursuant to this Section 3.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. Notwithstanding any other provision of this Section 3.1, if the managing underwriter advises the Company in writing that marketing factors require a limitation of the number of shares to be underwritten, then shares will be included in such registration or Shelf Takedown up to such limitation in the following order or priority: (i) first, all Company Ordinary Shares that were being registered by the Company for its own account or pursuant to the exercise of demand rights by holders not party to this Agreement, (ii) second, Ordinary Shares included pursuant to the exercise of piggyback rights by the holders party to the Amended and Restated Investors' Rights Agreement, dated as of January 25, 2021 by and among the Company and the holders as set forth therein (the "Prior IRA"), (iii) third, all Registrable Securities held by the Holder must be included in such registration and (iv) fourth, any other shares of the Company to be offered by any other holders (excluding the Holder) will be included in such registration. The piggyback rights of the Holder under this Section 3.1 may be exercised an unlimited number of times. The Holder may elect to withdraw its request for inclusion of Registrable Securities in any Registration Statement pursuant to this Section 3.1 by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. For the avoidance of doubt, during the Transfer Restricted Period, the Holder is not entitled to participate in any registration or offering under this Article III.

3.2 Demand Registration**.** At any time following the date hereof and expiration or waiver of any lockup applicable to such Holders party hereto, the Holder may request in writing that all or part of the Registrable Securities held by them shall be registered under the Securities Act (a "Demand Registration"). The Company shall effect the registration of all such or such part of Registrable Securities as soon as practicable; provided that (i) the Company shall not be required to effect any registration under this Section 3.2 within a period of ninety (90) days following the effective date of a previous registration for which the Holder had an opportunity to participate, and (ii) this provision shall not apply if a shelf registration on Form S-3, as applicable, has been filed pursuant to Section 3.3 and is effective and available for use. The Company shall not be required to effect (x) more than three (3) registrations in any 12 month period under this Section 3.2 requested by the Holder; or (y) any offering where the reasonably expected gross proceeds to the Holder from such offering is less than $35.0 million. If the Company shall furnish to the Holder a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board it would be seriously detrimental to the Company or its shareholders for a registration under this Section 3.2 to be effected at such time, the Company shall have the right to defer such registration for a period of not more than sixty (60) days after receipt of the request of the Holder under this Section 3.2, provided that the Company shall not utilize this right more than twice in any twelve (12) month period (which can be, for the avoidance of doubt, run consecutively), and provided, further, that the Company shall not provide the Holder with the reason for the deferral unless the Holder has agreed to receive such information. The Holder may elect to withdraw from any offering pursuant to this Section 3.2 by giving written notice to the Company and the underwriter(s) of its request to withdraw prior to the effectiveness of the Registration Statement filed with the SEC with respect to such Demand Registration. If the Holder withdraws from a proposed offering relating to a Demand Registration then either the Holder shall reimburse the Company for the costs associated with the withdrawn Demand Registration (in which case such registration shall not count as a Demand Registration provided for in this Section 3.2) or such withdrawn registration shall count as a Demand Registration provided for in this Section 3.2. Notwithstanding any other provision of this Section 3.2, if the managing underwriter advises the Holder in writing that marketing factors require a limitation on the dollar amount or the number of shares to be underwritten, then the amount of Registrable Securities proposed to be registered shall be reduced appropriately; provided that in any event all Registrable Securities held by the Holder and which are requested to be included must be included in such registration prior to any other shares of the Company, including shares held by persons other than the Holder. The Company shall not register securities for sale for its own account in any registration requested pursuant to this Section 3.2 unless permitted to do so by the written consent of the Holder.

3.3 Shelf Registration. In the event that the Company shall receive from the Holder a written request that the Company effect a shelf registration on Form S-3, with respect to Registrable Securities (if no Form S-3 is then on file and available for use by the Holder pursuant to this Section 3.3) for the purpose of conducting delayed or continuous offerings by the Holder, the Company will within ten (10) days after receipt of such request file a shelf registration on Form S-3 include in such registration all Registrable Securities held by the Holder. Thereupon, the Company shall use its commercially reasonable efforts to effect such registration as soon as practicable and all such qualifications and compliances as may be reasonably so requested and as would permit or facilitate the sale and distribution of all or such portion of the Holder's Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other holder joining in such request; provided that the Company shall not be obligated to effect any such registration, qualification, compliance or offering pursuant to this Section 3.3, (i) if Form S-3 is not available for such registration or offering; (ii) if the Company shall furnish to the Holder a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board it would be seriously detrimental to the Company or its shareholders for such Form S-3 registration statement or Shelf Takedown pursuant thereto to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement or Shelf Takedown for a period of not more than sixty (60) days after receipt of the request of the Holder under this Section 3.3; provided that the Company shall not utilize this right more than once in any twelve (12) month period; or (ii) during the period starting with the date sixty (60) days prior to the Company's estimated date of filing of any registration statement pertaining to securities of the Company (other than a registration of securities in a Rule 145 transaction or with respect to an employee benefit plan) and ending on the date that is the earliest of (x) the date that is 90 days following the day that notice received by the Holder of the company's intention to file the registration statement if the registration statement has not been filed, (y) the date the Company has notified the Holder it has abandoned its proposed offering and (z) ninety (90) days immediately following the effective date of such registration statement; provided that the Company is actively employing in good faith reasonable efforts to cause such registration statement to become effective and that the Company's estimate of the date of filing such registration statement is made in good faith; or (iii) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance. The Holder may use such Form S-3 to dispose of its Registrable Securities on a non-underwritten or underwritten basis. If the Holder requests to utilize such Form S-3 on an underwritten basis, then any such request will be deemed to be a demand pursuant to Section 3.2 and subject to the limits and rules set forth therein, mutatis mutandis. If requested by the Holder, the Company shall promptly file with the SEC such post-effective amendments or supplements to any such Form S-3 as may be necessary to name the Holder therein as a selling shareholder and otherwise permit the Holder to sell Registrable Securities thereunder from time to time as may be requested by the Holder pursuant to this Section 3.3.

3.4 Designation of Underwriter**.** In the case of any registration initiated by the Holder and effected pursuant to Section 3.2 (or deemed to be a demand pursuant to Section 3.2), the Holder shall have the right to designate the managing underwriters in any underwritten offering, subject to the prior written approval of the Company, which shall not be unreasonably withheld, delayed or conditioned. In the case of any registration initiated by the Company, the Company shall have the right to designate the managing underwriter in any underwritten offering.

3.5 Expenses**.** All expenses, including the reasonable fees and expenses of one counsel for the selling shareholders, selected by (i) the Holder in connection with any registration pursuant to Section 3.2 or (ii) the selling shareholders of a majority of the Registrable Securities to be registered pursuant to Section 3.1 or Section 3.3 shall be borne by the Company; provided that the Holder participating in such registration shall pay its pro rata portion of discounts or commissions payable to any underwriter.

3.6 Indemnities**.** In the event of any registered offering of Registrable Securities pursuant to this Article III:

(a) The Company will indemnify and hold harmless, to the fullest extent permitted by law, the Holder, any underwriter of the Holder, each person, if any, who controls the Holder or such underwriter and each of the foregoing person's respective officers, directors, employees, partners, members, attorneys, advisors, agents or other representatives (a "Holder Indemnified Party"), from and against any and all losses, damages, claims, liabilities, joint or several, costs and expenses (including any amounts paid in any settlement effected with the Company's consent) to which any such Holder Indemnified Party may become subject under applicable law or otherwise, insofar as such losses, damages, claims, liabilities (or actions or proceedings in respect thereof), costs or expenses arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or included in the prospectus, as amended or supplemented, (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they are made, not misleading and the Company will reimburse such Holder Indemnified Party promptly upon demand, for any reasonable documented, out-of-pocket legal or any other expenses incurred by them in connection with investigating, preparing to defend or defending against or appearing as a third-party witness in connection with such loss, claim, damage, liability, action or proceeding, or (iii) any violation of alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement; provided that the Company will not be liable to any Holder Indemnified Party in any such case to the extent that any such loss, damage, liability, cost or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by such Holder Indemnified Party claiming for indemnification in writing specifically for inclusion therein; provided, further, that the indemnity agreement contained in this Section 3.6(a) shall not apply to amounts paid in settlement of any such claim, loss, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Holder Indemnified Party and regardless of any sale in connection with such offering by the Holder Indemnified Party. Such indemnity shall survive the transfer of securities by a selling shareholder.

(b) The Holder will furnish to the Company in writing any information regarding the Holder and its intended method of distribution of Registrable Securities as the Company may reasonably request and will indemnify and hold harmless the Company, any underwriter for the Company, any other person participating in the distribution, each person, if any, who controls the Company, such underwriter or such other person and each of the foregoing person's respective officers, directors, employees, partners, members, attorneys, advisors, agents or other representatives (a "Company Indemnified Party") from and against any and all losses, damages, claims, liabilities, costs or expenses (including any amounts paid in any settlement effected with the selling shareholder's consent) to which any such Company Indemnified Party may become subject under applicable law or otherwise, insofar as such losses, damages, claims, liabilities (or actions or proceedings in respect thereof), costs or expenses arise out of or are based on (i) any untrue or alleged untrue statement of any material fact contained in the Registration Statement or included in the prospectus, as amended or supplemented, or (ii) the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading, but, in each case, only to the extent of such information relating to the Holder and provided in writing by the Holder, and the Holder will reimburse such Company Indemnified Party promptly upon demand, for any reasonable legal or other expenses incurred by them in connection with investigating, preparing to defend or defending against or appearing as a third-party witness in connection with such loss, claim, damage, liability, action or proceeding; in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was so made in strict conformity with written information furnished by the Holder specifically for inclusion therein. The indemnity agreement contained in this Section 3.6(b) shall not apply to amounts paid in settlement of any such claim, loss, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall the liability of the Holder exceed the net proceeds from the offering received by the Holder.

(c) Promptly after receipt by an indemnified party pursuant to the provisions of Sections 3.6(a) or 3.6(b) of notice of the commencement of any action involving the subject matter of the foregoing indemnity provisions, such indemnified party will, if a claim thereof is to be made against the indemnifying party pursuant to the provisions of said Section 3.6(a) or 3.6(b), promptly notify the indemnifying party of the commencement thereof; but the omission to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than hereunder. In case such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall have the right to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided that if the defendants in any action include both the indemnified party and the indemnifying party and the indemnified party reasonably believes that there is a conflict of interests which would prevent counsel for the indemnifying party from also representing the indemnified party, the indemnified party or parties shall have the right to select one separate counsel to participate in the defense of such action on behalf of such indemnified party or parties. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party pursuant to the provisions of said Section 3.6(a) or Section 3.6(b) for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof, unless (i) the indemnified party shall have employed counsel in accordance with the provision of the preceding sentence, (ii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after the notice of the commencement of the action and within 15 days after written notice of the indemnified party's intention to employ separate counsel pursuant to the previous sentence, or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party. No indemnifying party will consent to entry of any judgment or enter into any settlement if such settlement or judgment requires an admission of fault or culpability on the part of the indemnified party or does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(d) If recovery is not available under the foregoing indemnification provisions, for any reason other than as specified therein, the parties entitled to indemnification by the terms thereof shall be entitled to contribution to liabilities and expenses in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. In determining the amount of contribution to which the respective parties are entitled, there shall be considered the parties' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any other equitable considerations appropriate under the circumstances. In no event shall the liability of the Holder exceed the net proceeds from the offering received by the Holder.

(e) Notwithstanding anything to the contrary hereunder, no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 3.6(e) from any person or entity who was not guilty of such fraudulent misrepresentation.

3.7 Obligations of the Company. Whenever required under this Article III to effect the registration of any Registrable Securities, the Company shall, as expeditiously as possible:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use its reasonable commercial efforts to cause such Registration Statement to become effective, and, upon the request of the holders of a majority of the Registrable Securities registered thereunder, keep such Registration Statement effective for a period of up to twelve (12) months or, if sooner, until the distribution contemplated in the Registration Statement has been completed, and, in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such twelve (12) month period shall be extended for up to two (2) years, if necessary, to keep the Registration Statement effective until all such Registrable Securities are sold;

(b) subject to the suspension rights set forth in Section 3.2 and Section 3.3, prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection with such Registration Statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(c) use commercially reasonable efforts to furnish to the Holder such numbers of copies of a prospectus, including a preliminary prospectus, and any amendments or supplements to such a prospectus, without charge to the holders of Registrable Securities included in such registration and in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. The Holder shall also enter into and perform its obligations under such an agreement;

(e) enter into and execute, and use commercially reasonable efforts to cause all the Company's directors and officers and Affiliates to enter into and execute, a customary "lock-up" provision applicable to the Company and such officers, directors and shareholders reasonably requested by the underwriters;

(f) notify the Holder as promptly as reasonably practicable, but in any event within three (3) Business Days, of: (i) such Registration Statement becoming effective; (ii) such time as any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the SEC of any stop order; and (iv) any request by the SEC for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) cause all Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which Company Ordinary Shares are then listed;

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(i) furnish, at the request of the Holder at the Company's expense, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to Section 3.2 or Section 3.3, if such securities are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holder and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holder, and cause such authorized officers of the Company to execute customary certificates as may be requested by any underwriter of such Registrable Securities.

(j) in the case of an underwritten offering involving gross proceeds in excess of $50.0 million, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the underwriter; provided that senior executive of the Company shall not be required to participate in such presentations in connection with more than two (2) underwritten offerings in any 12 month period.

(k) promptly incorporate in a prospectus supplement or post-effective amendment to the applicable registration statement such information as any Holder requests (subject to the agreement of the lead underwriter or underwriters, if any) be included therein relating to the plan of distribution with respect to such Registrable Securities, which may include disposition of Registrable Securities by all lawful means and in compliance with Article II hereof, including firm-commitment underwritten public offerings, block trades, in-kind distributions, agented transactions, sales directly into the market, purchases or sales by brokers, derivative transactions, short sales, stock loan or stock pledge transactions and sales not involving a public offering; and make all required filings of such prospectus supplement or post-effective amendment as promptly as reasonably practicable after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and

(l) the Company shall enter into customary agreements and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities.

3.8 Obligations of the Holder. Without limiting the foregoing, the Holder may not participate in any underwritten offering hereunder unless the Holder (a) agrees to sell the Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Company (in the case of a piggyback offering) or the Holder (in the case of a demand registration offering) and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and the provisions of this Agreement in respect of registration rights.

3.9 Future Registration Rights. The Company shall not grant any shelf, demand, piggyback or incidental registration rights that are senior to, or pari passu with (with respect to priority on underwriting cutbacks) or otherwise conflict with the rights granted to the Holder hereunder to any other person without the prior written consent of the Holder. For the avoidance of doubt, the Company shall be permitted to join shareholders of the Company as parties to the Prior IRA, provided that such joining parties agree that, with respect to priority of piggyback rights, they will rank junior to the Holders' rights under Section 3.2 of this Agreement.

3.10 Market Stand-off**.** The Holder agrees that any Registrable Securities owned by it may be subject to a customary "lock-up" restricting sales, pledges or other dispositions for up to ninety (90) days from the date of the final prospectus used in connection with any underwritten offering pursuant to Article III above by the Company in which the Company complied with Section 3.1, and agrees to enter into and execute customary "lock-up" agreements (in each case on substantially the same terms and conditions as all other holders who have registration rights with respect to the Company Ordinary Shares, including customary waiver "mfn" provisions) with respect to all Company Ordinary Shares or securities convertible into, or exercisable for, Company Ordinary Shares, as applicable, (held immediately prior to the launch of such offering) and such Holder shall thereby be required to abide by such "lock-up" period of up to ninety (90) days as is required by the managing underwriter(s) in such registration; provided that such obligation shall only apply where (i) all officers, directors and other at least one percent (1%) shareholders of the Company party hereto or to other agreements with the Company containing corresponding requirements are similarly bound, (ii) the terms of the Holder's lock-up are no more restrictive than the terms of the lock-ups applicable to any other holder that has executed such a lockup (and, if the Company agrees to waive any such lockup for any such other holder, the Company shall also waive the Holder's lockup to the same extent) and (iii) shall only apply to a transaction in which the Holder was offered an opportunity to participate. The foregoing provisions of this Section 3.10 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement in connection with such offering or any shares of the Company acquired in such offering or acquired in open market transactions after such offering and shall not apply to any shares of the Company subject to a Permitted Loan.

3.11 Public Information**.** The Company shall make publicly available such information as is necessary to enable the Holder to make sales of Registrable Securities pursuant to Rule 144 to the extent such rule is available to Holder at such time. Without limiting the foregoing, in order to enable the Holder to sell the Company Ordinary Shares under Rule 144, the Company shall use its commercially reasonable efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act. Upon the request of any Holder for so long as such information is a necessary element of such person's ability to avail itself of Rule 144, the Company shall deliver to such person (i) a written statement as to whether it has complied with such requirements and (ii) a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such person may reasonably request in availing itself of any rule or regulation of the SEC allowing such person to sell any such securities without registration.

3.12 Form S-3 Eligibility. The Company shall, after becoming eligible to use Form S-3, use its reasonable best efforts to remain so eligible (it being understood that the Company will not be required to issue additional capital stock to maintain a minimum public float).

3.13 Removal of Legends.

(a) General. Upon Rule 144 becoming available for the resale of any Registrable Securities, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such securities and without volume or manner-of-sale restrictions, and expiration of any "lock-up" agreement applicable to such Company Ordinary Shares, the Company shall cause Company counsel to issue to a transfer agent the legal opinion referred to in the Irrevocable Transfer Agent Instructions. Any fees (with respect to the transfer agent, Company counsel or otherwise) associated with the issuance of such opinion or the removal of such legend shall be borne by the Company. At such time, the Company will no later than two (2) trading days (such second (2nd) trading day, the "Legend Removal Date"), deliver or cause to be delivered to the Holder a certificate representing such Company Ordinary Shares that is free from all restrictive and other legends. Certificates for Company Ordinary Shares subject to legend removal hereunder may be transmitted by a transfer agent to the Shareholders by crediting the account of the Holder's prime broker with Depository Trust Company as directed by the Holder.

(b) Irrevocable Transfer Agent Instructions. On the date of this Agreement, the Company shall issue irrevocable instructions to its transfer agent, and any subsequent transfer agent, in substantially the form of attached as Exhibit C (the "Irrevocable Transfer Agent Instructions"). The Company represents and warrants that no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 3.13(b) (or instructions that are consistent therewith) will be given by the Company to its transfer agent in connection with this Agreement, and that the Company Ordinary Shares shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this Agreement and the other Transaction Documents and applicable law. The Company acknowledges that a breach by it of its obligations under this Section 3.13(b) will cause irreparable harm to the Holder. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section 3.13(b) will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 3.13(b), that the Holder shall be entitled, in addition to all other available remedies, to an order and/or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required.

(c) Acknowledgement. The Holder acknowledges its primary responsibilities under the Securities Act and accordingly will not sell or otherwise transfer the Company Ordinary Shares or any interest therein without complying with the requirements of the Securities Act. Both the Company and its transfer agent, and their respective directors, officers, employees and agents, may rely on this Section 3.13(c) and the Holder hereunder will indemnify and hold harmless each of such persons from any breaches or violations of this Section 3.13(c).

ARTICLE IV
GENERAL PROVISIONS

4.1 Termination. This Agreement shall terminate automatically upon the dissolution of the Company (unless the Company (or its successor) continues to exist after such dissolution, whether organized in Israel or another jurisdiction). Any Yahoo Party who disposes of all of its Yahoo Issued Securities shall automatically cease to be a party to this Agreement and have no further rights or obligations hereunder as a Yahoo Party provided that such Yahoo Party shall remain liable for any breach of this Agreement by such Yahoo Party prior to ceasing to be a party and provided further that the confidentiality provisions set forth in Section 2.7 shall survive any termination hereof.

4.2 Notices. All notices and other communications to be given to any party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or by electronic mail ("e-mail") transmission (so long as a receipt of such e-mail is requested and received), and shall be directed to the address set forth below (or at such other address as such party shall designate by like notice):

if to the Company:

Taboola.com Ltd.
2 Jabotinsky Street, 32 FL.,
Ramat Gan 5250501
Israel
Attn: General Counsel
Email: [*****]

with a copy (not constituting notice) to:

Davis Polk & Wardell LLP
450 Lexington Avenue
New York, New York
Attention: Michael Kaplan
Lee Hochbaum
E-mail: [*****]
and

Meitar | Law Offices
16 Abba Hillel Road
Ramat Gan, 5250608, Israel
Attention: Alon Sahar, Adv
Shachar Hadar, Adv
Assaf Naveh, Adv
E-mail: [*****]

if to Yahoo:

c/o Yahoo Inc.
770 Broadway 4th Floor
New York, New York 10003
Attention: Deputy General Counsel, Transactions
Email: [*****]

with a copy (not constituting notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Taurie Zeitzer
Justin Rosenberg
Tracey A. Zaccone
E-mail: [*****]

and

Erdinast, Ben Nathan, Toledano & Co.
4 Berkowitz St.
Tel Aviv, 6423806, Israel
Attention: Doni Toledano
Nitzan Aberbach
E-mail: [*****]

4.3 Amendment; Waiver. This Agreement may not be modified or amended, except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party to this Agreement may, only by an instrument in writing, waive compliance by the other party to this Agreement with any term or provision of this Agreement on the part of such other party to this Agreement to be performed or complied with. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.4 Further Assurances. Each party hereto shall sign such further documents and do and perform and cause to be done such further acts and things as any other party hereto may reasonably request to the extent necessary to carry out the intent and accomplish the purposes of this Agreement.

4.5 Assignment. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, except by any Yahoo Party to any Permitted Transferee that has executed a joinder agreement substantially in the form attached as Exhibit A to this Agreement, without the express prior written consent of the other parties hereto, and any attempted assignment, without such consent, will be null and void.

4.6 Third Parties. Except for Section 2.3, which are intended to benefit, and to be enforceable by, the Persons specified therein, this Agreement and the Exhibits and Schedules hereto, are not intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof

4.7 Governing Law; Jurisdiction and Forum; Waiver of Jury Trial.

(a) This Agreement, and all proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York, without regard to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In addition, each of the parties hereto irrevocably (i) submits to the personal jurisdiction of the United States District Court for the Southern District of New York , or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any New York State court sitting in New York City, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) waives any objection to the laying of venue of any Action relating to this Agreement or the transactions contemplated hereby in such court, (iv) waives and agrees not to plead or claim in any such court that any Action relating to this Agreement or the transactions contemplated hereby brought in any such court has been brought in an inconvenient forum, and (v) agrees that it will not bring any Action relating to this Agreement or the transactions contemplated hereby in any court other than the United States District Court for the Southern District of New York , or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such Action, any New York State court sitting in New York City. Each party agrees that service of process upon such party in any such Action shall be effective if notice is given in accordance with Section 4.2.

(b) EACH PARTY TO THIS AGREEMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY AGREEMENTS, THE CONFIDENTIALITY AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THEREWITH OR THE ADMINISTRATION HEREOF OR THEREOF OR THE SALE OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ANCILLARY AGREEMENTS, THE CONFIDENTIALITY AGREEMENT OR RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 4.7. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 4.7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

4.8 Specific Performance. The parties hereto agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the parties hereto do not perform any provision of this Agreement in accordance with its specified terms or otherwise breach such provisions. Accordingly, the parties hereto acknowledge and agree that the parties hereto shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of actual damages, in addition to any other remedy to which they are entitled in Law or in equity. Each of the parties hereto agrees that it will not oppose, and irrevocably waives its right to object to, the granting of an injunction, specific performance or other equitable relief on the basis that the other party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity or otherwise. Any party hereto seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such injunction or enforcement.

4.9 Entire Agreement. This Agreement, together with the Exhibits and Schedules hereto and thereto, the Confidentiality Agreement, the Omnibus Agreement, and the Voting and Support Agreement (as defined in the Omnibus Agreement) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, whether oral or in writing.

4.10 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

4.11 Headings. The Section and Article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

4.12 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, pdf or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Agreement.

4.13 Certain Adjustments of Company Ordinary Shares and Company Non-Voting Ordinary Shares. Notwithstanding anything contained herein, the parties hereto hereby agree that if, following the execution of this Agreement, the number of outstanding Company Ordinary Shares or Company Non-Voting Ordinary Shares is increased or decreased or changed into a greater or fewer number or a different class of shares, including by reason of any reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any other similar event that would have the effect of changing the Yahoo Parties' ownership of Company Ordinary Shares, Company Non-Voting Ordinary Shares or other Company Securities, then each provision herein that relates to or references a Yahoo Party's or any of their respective Affiliates' holding, ownership or Beneficial Ownership of Company Ordinary Shares or Company Non-Voting Ordinary Shares (including with respect to the Yahoo Issued Securities) shall be automatically adjusted without any further action by any Person to fully reflect the appropriate effect of such increase or decrease in the number of outstanding Company Ordinary Shares and/or Company Non-Voting Ordinary Shares, or such change into a greater or fewer number or a different class of shares, as applicable.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TABOOLA.COM LTD.

By: /s/ Eldad Maniv
Name: Eldad Maniv
Title: President & COO

COLLEGE TOP HOLDINGS, INC.

By: /s/ Monica Mijaleski
Name: Monica Mijaleski
Title: Chief Financial Officer and Treasurer

[Signature Page to Investor Rights Agreement]

EXHIBIT A

FORM OF JOINDER AGREEMENT

[Intentionally Omitted]

EXHIBIT B

COMPETITORS

[Intentionally Omitted]

EXHIBIT C

FORM OF IRREVOCABLE TRANSFER AGENT INSTRUCTIONS

[Intentionally Omitted]

Exhibit 99.1

Yahoo and Taboola Announce Closing of Deal; 30-Year Strategic Partnership, Taboola to Power Recommendations for Yahoo
Estimated $1 Billion in Annual Revenue; Monica Mijaleski, CFO at Yahoo Joins Taboola Board

NEW YORK, January 17, 2023 – Yahoo and Taboola (NASDAQ: TBLA), a global leader in powering recommendations for the open web, today announced they have closed their previously announced 30-year exclusive commercial agreement. This unique deal makes Taboola the exclusive native advertising partner for all of Yahoo's digital properties, strengthening Taboola's position as a leading native advertising offering for advertisers, publishers and merchants on the open web.

The partnership brings Taboola to Yahoo's iconic digital properties, which reach nearly 900 million monthly active users worldwide across mail, sports, finance and news. Coupled with Taboola's reach among 9,000+ publisher partners and 500M active users a day, this deal gives brands massive scale to reach consumers in Yahoo's trusted editorial environments, while also providing greater contextual data to reach consumers. Under the partnership, Yahoo also enhances its unified advertiser offerings, improves consumer experiences across its owned media properties, and benefits from shared value creation as Taboola's largest shareholder. As part of the deal, Monica Mijaleski, CFO at Yahoo, has joined Taboola's Board of Directors.

This partnership offers immense benefit for publishers working with Taboola in terms of revenue, engagement and audiences. Through combined demand of Yahoo and Taboola, publishers, including Yahoo's owned and operated properties. will get more premium advertisers bidding on the Taboola network, increasing quality and yields automatically. The collaboration will also develop new contextual segments for advertisers so that as they find it harder to buy in social networks, they can rely on Taboola to make them successful, which will also increase yield.

"We're excited to officially embark on this journey with Yahoo," said Adam Singolda, Founder and CEO of Taboola. "This is a pivotal moment in our mission to build an even larger open web company outside the walled gardens, using massive scale contextual segments from Taboola's reach of 500M people a day, and Yahoo reaching almost 900M people a month. As part of our combined journey with Yahoo, I'm excited to invest in big areas of focus for us such as eCommerce and Header Bidding. I am confident that every publisher and every advertiser working with Taboola around the world will feel the positive, meaningful impact of this partnership - more revenue, more engaged users, and more quality audiences. There is a wave of benefits coming our partners' way. I'm very excited to have Monica Mijaleski, Yahoo's CFO, joining our Board of Directors, and look forward to dreaming and executing together going forward. Today is just the beginning."

"I look forward to joining Taboola's board as we embark on this game-changing partnership," said Monica Mijaleski, CFO at Yahoo. "Together, we will leverage our strengths and resources to create new opportunities for the evolving digital advertising ecosystem. I am excited to work closely with Adam and the Taboola team to achieve our goals, and unlock the potential of premium, native advertising on the open web for brands, publishers and consumers."

Investor Event
Taboola and Yahoo will hold an Investor Event on March 1, 2023, to share additional information on the partnership and provide updates on strategy, market opportunities and financial model. A webcast of the event, along with supporting materials, will be accessible live through the Investor Relations section of Taboola's website at investors.taboola.com.

About Taboola
Taboola powers recommendations for the open web, helping people discover things they may like.

The Company's platform, powered by artificial intelligence, is used by digital properties, including websites, devices and mobile apps, to drive monetization and user engagement. Taboola has long-term partnerships with some of the top digital properties in the world, including CNBC, BBC, NBC News, Business Insider, The Independent and El Mundo.

More than 15,000 advertisers used Taboola to reach over 500 million daily active users in a brand-safe environment. Following the acquisition of Connexity in 2021, Taboola is a leader in powering e-commerce recommendations, driving more than 1 million monthly transactions each month. Leading brands, including Walmart, Macy's, Wayfair, Skechers and eBay are among key customers.

Learn more at www.taboola.com and follow @taboola on Twitter.

About Yahoo

Yahoo reaches nearly 900 million people around the world, bringing them closer to mail, finance, sports, and news—with the trusted products, content and tech that fuel their day. For partners, Yahoo provides a full-stack platform for businesses to amplify growth and drive more meaningful connections across advertising, search and media. To learn more, please visit yahooinc.com.

Note Regarding Forward-Looking Statements

Certain statements in this press release are forward-looking statements. Forward-looking statements generally relate to future events, including Taboola.com Ltd.'s (the "Company's") expectations for the partnership described in this press release and future financial or operating performance of the Company.

In some cases, you can identify forward-looking statements by terminology such as "may", "should", "expect", "intend", "will", "estimate", "anticipate", "believe", "predict", "potential" or "continue", or the negatives of these terms or variations of them or similar terminology. Such forward-looking statements are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward looking statements. Examples of such forward-looking statements include, but are not limited to, projections or estimates regarding the impact of the partnership on the Company's future financial or operating performance.

These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by the Company and its management, are inherently uncertain. Uncertainties and risk factors that could affect the Company's future performance and cause results to differ from the forward-looking statements in this press release include, but are not limited to: the Company's ability to transition to and fully launch the native advertising service for College Top Holdings, Inc., a Delaware corporation, and Yahoo AdTech JV, LLC, a Delaware limited liability company (the "Yahoo Parties") on the currently anticipated schedule or at all; market acceptance of the new service and the Company's ability to attract new or existing Yahoo advertisers to the new service; risks that existing Yahoo advertisers may terminate their contracts as a result of the partnership and not migrate to the Company's service; the ability to generate $1 billion in annual revenue from the partnership, which depends on, among other things, full ramp up of the partnership, improved yields for Yahoo due to the application of Taboola technology and data, improved yields for Taboola due to increased advertiser demand from Yahoo and additional data, and normal economic conditions; the ability to develop new contextual segments for advertisers to increase advertiser yield; the ability to get more premium advertisers bidding on the Company's network to increase publisher quality and yield; costs related to the introduction and operation of the new service; the timing and amount of any margin, profitability, cash flow or other financial contributions of the new service; the risk that the new service results in a decline in the Company's financial performance during the preparation and roll out of the new service and beyond; the 30-year term as an exclusive native publisher partner with the Yahoo Parties, which can be subject to early termination in accordance with the governing agreements and/or applicable law; ability to generate or achieve the increase in revenue to the levels assumed in this press release or at all; ability to transform the Company into an alternative to the walled gardens in the open web; ability to expand beyond traditional advertising to include additional value-added services to create future growth; ability to accelerate the Company and Yahoo Parties growth plans; ability to develop a leading offering for advertisers, publishers and merchants on the open web; ability to maximize reach and campaign performance for advertisers, enhance monetization opportunities for publishers, and drive improved, privacy-forward experiences for users; the intense competition in the digital advertising space, including with competitors who have significantly more resources; ability to grow and scale the Company's ad and content platform through new relationships with advertisers; ability to maintain relationships with current advertiser partners; ability to make continued investments in the Company's AI-powered technology platform; the need to attract, train and retain highly-skilled technical workforce to support the partnership; changes in the regulation of, or market practice with respect to, "third party cookies" and its impact on digital advertising; continued engagement by users who interact with the Company's platform on various digital properties; the impact of the COVID-19 or other possible future pandemics; changes in laws and regulations related to privacy, data protection, advertising regulation, competition and other areas related to digital advertising; ability to enforce, protect and maintain intellectual property rights; and risks related to the fact that the Company is incorporated in Israel and governed by Israeli law; and other risks and uncertainties set forth in the Company's Annual Report on Form 20-F for the year ended December 31, 2021 under Item 3.D. "Information About the Company - Risk Factors" and in the Company's subsequent filings with the Securities and Exchange Commission.

Nothing in this press release should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. You should not place undue reliance on these forward-looking statements, which speak only as of the date they were made. The Company undertakes no duty to update these forward-looking statements except as may be required by law.

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