

AFFILIATE TERMS AND CONDITIONS

These Affiliate's Terms and Conditions ("Terms") are entered on the Effective Date (as defined in the Affiliate Insertion Order) ("IO") by and between Velis Media Ltd., a company duly registered and incorporated under the laws of the state of Israel ("Velis"), and the Affiliate detailed in the IO (the "Affiliate").

WHEREAS, Velis is the owner and operator of the Websites; and WHEREAS Affiliate has the skills, capacity and capability to generate web traffic to websites; and WHEREAS the Parties wish to engage in a business relationship under which Affiliate will drive web traffic to the Websites;

NOW THEREFORE, in consideration of the mutual rights and obligations set forth herein, the Parties hereby agree to the terms set forth in this Agreement;

1. DEFINITIONS; in addition to any term defined under the IO, the following terms shall have their respective definition:

1.1. "Advertising Materials" means any creative, tag, link, URL or other content, including but not limited to, image, text, graphics, animations, video, GIF's, codes, features and functionalities used by Affiliate in order to generate web traffic to the Approved Content (defined below), including ads, links, offers and recommendations.

1.2. "Approved Content" means any of the Websites' content to which Affiliate will drive web traffic, as approved by Velis, and will be available to Affiliate via its account on Velis' Platform or via email or Skype communication between the parties. Approved Content may include articles, text, features, polls, quiz, images, GIF's, ads, offers, promotions, video, animations.

1.3. "Fraudulent Traffic" means any web traffic which is based upon or otherwise hosting, redirecting, linking, involving or facilitating any of the following: (a) Prohibited Material; (b) virus, malware, trap doors, back doors, Easter eggs, worms, time bombs, unwanted program, Trojan horses, spyware or adware or any other malware or malicious code intended to create or exploit security vulnerability in end user's system or web browsers or otherwise has the potential to damage, interfere with, intercept or expropriate any system data or personal information; (c) any form of downloadable traffic which does not directly engage with the Website or Advertising Material; (d) any incentive traffic; (e) hacking or pricking; (f) any Traffic source that is explicitly prohibited by Velis and listed in the IO or any other black list; (g) as otherwise determined by Velis at its sole discretion.

1.4. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law and any and all other proprietary rights, as well as any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

1.5. “Velis’ Platform” means Velis’ dedicated dashboard to which Affiliate will get access and track performance and analytics. The Approved Content list will be made available to Affiliate via the Velis’ Platform.

1.6. “Net Revenue” means revenue that was actually generated and received by Velis, as a result of Qualified Referrals, excluding any applicable VAT, taxes, serving fees, commissions, charge backs.

1.7. “Qualified Referral” means any referral of web traffic to the Approved Content attributed directly to Affiliate to Velis’ Websites, which is not: (a) Fraudulent Traffic; (b) from geo location which was not explicitly defined under the IO.

1.8. “Prohibited Material” means any material or content created or otherwise used by Affiliate, including Advertising Material, that is or includes, involves, facilitates, advocates, incorporates or promotes one or more of the following: (a) false, misleading, deceptive, violent, discriminating on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability; (b) libelous, defamatory, obscene, pornographic, adult, sexually explicit or abusive activities; (c) illegal gambling; (d) illegal activities; (e) any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate applicable law; (f) a conflict or violation of any applicable law, policies, guidelines (including a Traffic Source’s own guidelines) or Intellectual property or other rights of any person or entity.

1.9. “Web Traffic” means a human end user, viewer or a visitor referred by Affiliate to the Websites.

1.10. “Website/s” shall have its meaning under the IO.

2. PERMISSIONS; Subject to the terms and conditions of this agreement, Velis hereby grants Affiliate a non-exclusive, non-assignable, non-transferrable, royalty free and fully revocable right, during the Term, to (i) access the Velis’ Platform only through a dedicated account that will be allocated to Affiliate by Velis; (ii) promote,

market and drive Web Traffic to the Approved Content . Any right that is not explicitly provided herein, is reserved by Velis.

Velis reserves the right, but under no obligation, to monitor, screen and audit Affiliate’s Traffic Sources and Web Traffic, at any time during the Term, and may, at its sole discretion, require Affiliate to remove, change or modify immediately any Advertising Material used by Affiliate.

3. RESTRICTIONS; Except as expressly set forth herein, Affiliate shall not, and shall not permit any third party, to (a) interfere with or materially modify the Approved Content; (b) reverse engineer, decompile or attempt to find the underlying code of the Website or the Velis’ Platform; (c) use the Velis’ Platform or Approved Content or to store or transmit any viruses, worms, time bombs, Trojan horses, or any other harmful or malicious code, files, scripts, agents or programs; (d) sublicense, distribute, or provide any third party with access to Velis’ Platform or Approved Content; or (e) use Velis’ Platform or Approved Content in any manner not permitted under the

terms of this Agreement; (f) not in any way be concerned, directly or indirectly, in generating Fraudulent Traffic. Affiliate is solely responsible for ensuring that any use of the Velis' Platform and Approved Content by it or by a Traffic Source (if any) is in compliance with any applicable laws, rules, regulations, policies and does not violate any third-party rights.

4. CONSIDERATIONS AND REPORTING; Velis will pay Affiliate a revenue-share out of Velis' Net Revenue (as those terms defined herein), according to the rates and conditions agreed upon and stipulated in the IO.

5. OBLIGATIONS; REPRESENTATIONS AND WARRANTIES;

5.1. Each Party represents and warrants to the other Party that: (a) it has the full corporate right, power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform the acts and obligations required of it under this Agreement without the approval or consent of any other party; (b) the execution of this Agreement and the performance thereof do not violate any other agreement to which it is a party or by which it is bound; (c) this Agreement constitutes the legal, valid and binding obligation of such party; and (d) any and all activities and obligations it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules, regulations and industry standards.

5.2. Affiliate hereby represents and warrants that: (a) Affiliate and any Traffic Source are and will remain compliant at all times with applicable laws, rules, regulations, policies and guidelines; (b) will not generate any Fraudulent Traffic to the Approved Content or the Websites nor will use any form of Prohibited Materials; (b) Affiliate's activity does not and will not infringe upon any third party rights, including Intellectual Property or privacy rights; (c) Affiliate will not access, use, misuse the Websites, Velis' Platform or Approved Content for any illegal purpose and will at all times. Affiliate acknowledges and agrees that violation of this Section may result in immediate cancellation of the applicable IO without liability by Velis, in addition to an immediate refund of any amounts paid for the portion of the campaign affected by such violation.

6. INTELLECTUAL PROPERTY AND OWNERSHIP; As between the parties, Velis shall have all right, title and interest in the Websites, Velis Platform and Approved Content, and all respective features, templates and content made available by Velis to Affiliate through those channels. As between the parties, Affiliate owns all rights in its Advertising Materials. Affiliate is solely responsible to and liable for any content or copyrighted materials used by Affiliate for the promotion of the Approved Content, including for any Advertising Materials. Affiliate agrees not to use Velis' proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays Velis in a negative manner.

7. DISCLAIMERS; LIMITATION OF LIABILITY; The Websites, Velis' Platform, the Approved content and any materials included therein (collectively, "Velis' Properties") are provided on an "as is" and "as available" basis with no warranty. To the maximum extent permitted by applicable law, Velis disclaims all representations and warranties of any kind, express or implied, with respect to the Velis' Properties, including but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement. In no

event shall Velis or any of its employees, officers, directors, shareholders, agents, affiliates (collectively, the “Velis’ Representatives”) be liable to Affiliate with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory, for any damages of any kind whatsoever occasioned with or suffered by Affiliate or Traffic Source, arising out of or related to the use, inability to use, misuse or unauthorized use of Velis Properties, including but not limited to special, direct, indirect, incidental, punitive and consequential damages, even if Velis has been advised of the possibility of such damages. Affiliate shall indemnify, defend and hold Velis and Velis Representatives harmless from and against any and all claims, actions, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) resulting from or relating to: (a) violation by Affiliate or anyone of its behalf of this Agreement; (b) use or misuse of the Velis Properties.

8. CONFIDENTIALITY; Except as necessary for the fulfillment of the rights and obligations under this agreement, none of Velis, Affiliate, or anyone on their behalf shall make any public announcement regarding the existence or content of this agreement (except to advisors, lawyers, accountants, finance advisors or any other service provider that may need to know about the terms of the foregoing). Notwithstanding anything to the contrary above, announcements including information which has entered into public domain by no breach of the announcing party may be carried out freely and without limitations. The parties undertake that during the term of this agreement and for a period of 3 years from the date of expiration or termination they will not, either directly or indirectly use, communicate, divulge or discuss with any person, firm or company any non-public information each of them received from the other party (the “Confidential Information”). Confidential Information includes, but is not limited to the Velis Deliverables, integration and delivery methods, advertisers list, technology, clients, corporate and business plans, financial details and projections, media policies, advertising and marketing plans, advertising charges, but excludes information that (i) was already in the other party’s possession without need to keep it under

confidentiality; (ii) is or becomes part of the public domain for causes not related to the other party, or (iii) is legally disclosed by a 3rd party who is not under confidentiality obligations, (iv) is independently developed by the other party.

9. TERM AND TERMINATION; Unless otherwise agreed in the applicable IO, this Agreement shall be effective as of the Effective Date and for a period of one year (“Initial Term”). Following the Initial Term, this Agreement shall be automatically renewed for successive 2 periods of one year each (each, the “Additional Term”), unless a Party notifies the other of non-renewal at least 21 days prior the end of each of the Initial Term or Additional Term. Velis reserves the right, at its sole and absolute discretion, to immediately terminate this Agreement and/or any campaign at any time for any reason, including upon a third-party requirement or in case of Affiliate’s violation of this Agreement (including for committing fraud).

10. MISCELLANEOUS; (a) The Parties acknowledge and agree that they are operating and doing business as independent contractors. Neither this agreement nor any IO may be construed as creating or constituting neither a partnership, joint venture nor any other association relationship. (b) If any provision herein is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions or

components of this agreement. (c) Velis may assign this agreement and any IO to any affiliate or business successor. Affiliate may not assign this agreement or any IO without the prior written consent of Velis.

(d) This agreement and all IOs shall be construed and governed by the law of Israel. Publisher expressly consents to the exclusive venue and personal jurisdiction of the courts of Tel Aviv-Jaffa, Israel. (e) This agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants.