

PUBLISHER TERMS AND CONDITIONS

Welcome to "Primis". Primis is an online Video Discovery Platform (the "**Platform**"), that intends for promoting, disseminating, managing and optimizing Advertising Campaigns through video content owned by or licensed to Publisher or video content owned by third parties and licensed to Publisher.

The Platform is owned and operated by McCann Disciplines Ltd. ("**McCann**", "**we**", "**us**" and "**our**"). Please carefully read these Publisher Terms and Conditions (the "**Agreement**" or the "**Terms**"), which together with a signed Insertion Order (the "**IO**") form a legally binding contract between McCann and the company, corporation, or other legal entity whose information is detailed in the IO (the "**Publisher**", "**you**" and "**your**"). The Publisher and McCann will each be referred to as a "**Party**", and both collectively, the "**Parties**".

1. DEFINITIONS

In this Agreement and in addition to the above definitions, the following definitions shall mean –

- 1.1. "**Advertising Campaigns**" means our advertisers' ads and any other advertising materials and commercial content that McCann shall provide you from time to time;
- 1.2. "**CPM**" means Cost Per Mille or the Payment for each one thousand (1,000) impressions of Advertising Campaigns on your Online Assets.
- 1.3. "**Content**" means any and all content, materials and proprietary information made available through the Platform and through the Primis Player, which includes without limitation: videos, graphics, images, URL links, texts, audio, animations, logos, trademarks, copyright protected content, software scripts and code as well as the visualization produced by any of the foregoing.
- 1.4. "**Dashboard**" means the Platform's reporting platform (www.Primis.com);
- 1.5. "**Effective Date**" means the day of acceptance of the IO by both Parties;
- 1.6. "**McCann's Confidential Information**" means the terms of this Agreement and the IO, all details and information regarding the Platform which the Publisher may be exposed to during the performance of this Agreement and McCann's business practices, documentation, presentations and technical support material;
- 1.7. "**Online Assets**" means online spaces detailed on the IO, or as otherwise agreed between the Parties, which are all owned, operated, controlled, managed or represented directly by the Publisher;
- 1.8. "**Primis Player**" or the "**Player**" means a designated player developed and designed by McCann placed on Publisher's Online Assets, for broadcasting and dissemination Content.
- 1.9. "**Publisher Content**" or "**Your Content**" means Content owned or licensed by Publisher to McCann;
- 1.10. "**Primis Content**" means original Content created and owned by McCann and licensed to Publisher;
- 1.11. "**Revenue**" means income, as documented in our internal systems, logs and records that we have actually received from Advertisers with regard to Advertising Campaigns published on and through your Online Assets.
- 1.12. "**Third Party Content**" means Content owned or licensed by third-parties and licensed to Publisher by McCann;

2. THE SERVICE

- 2.1. We offer through our Platform three monetization services: (i) Promotion service which allows you to upload Your Content to the Platform ("**Promotion Service**"); (ii) Content creator service in which we will create Content for you based on existing content in your website or app or based on original Content owned by McCann ("**Content-Creator Service**"); (iii) Syndication service in

which we will provide you with access to Third Party Content licensed to McCann ("**Syndication Service**", and together with the Promotion Service and the Content Creator Service, the "**Services**").

- 2.2. During the Term and subject to the terms and conditions of this Agreement and the IO, we grant you a right to place and incorporate Primis Player on your Online Assets, and use our Platform and Services for the purpose of promoting, disseminating, managing and optimizing the performance of Content and Advertising Campaigns.
- 2.3. Publisher will publish and make available the Content and Advertising Campaigns on and through the Player. For the avoidance of doubt, Publisher's Online Assets will not include any ad spaces that are not owned, operated, controlled, managed or represented directly by the Publisher, such as ad spaces purchased by the Publisher from third party vendors, unless otherwise agreed between the Parties in the IO.
- 2.4. Publisher will provide McCann with all the necessary access to its Online Assets, for the purpose of managing and optimizing the performance of the Advertising Campaigns and the Content. McCann doesn't guarantee to provide the Publisher with any minimum scope of Advertising Campaigns or Payment.
- 2.5. We may, from time to time, establish and advise you of further guidelines and instructions regarding the Content, the Player, the Advertising Campaigns and their publication through your Online Assets, or any other aspect related to the Services. Such guidelines and instructions are binding and you must strictly follow them. If you object to any such guidelines and instructions, you may terminate this Agreement as set forth herein.
- 2.6. You acknowledge and agree that we may adapt, adjust or modify Primis Content and/or the Advertising Campaigns and their publication through your Online Assets, as we may deem necessary for the proper performance of this Agreement and the provision of the Services.
- 2.7. We may, at our sole discretion, engage and utilize Advertisers and other third parties, as we deem appropriate or desirable, in connection with the performance of this Agreement and the provision of the Services.
- 2.8. We may employ various measures to detect and prevent fraudulent and abusive exposure to our Content and/or Advertising Campaigns. You will not, and will not encourage, permit or authorize any third party to generate false or fraudulent impressions of, or fraudulent clicks or any other non-human traffic (NHT) – related to any Advertising Campaign disseminated by or through the Platform, including but not limited to repeated manual clicks, participation in any pay-per-click programs, use of robots or other automated query tools or computer generated search requests, or the fraudulent use of masked domains.
- 2.9. You assume sole and full responsibility and liability for any and all financial and legal risks and implications resulting from Your Content and from any activity in your Online Assets and the use of your Online Assets for publication of Advertising Campaigns as contemplated in the Agreement, including the design, location, interface of the Player. You acknowledge and agree that McCann will not, and is under no obligation to, review every detail, aspect, page or section of the Online Assets, for their content, suitability, appropriateness, lawfulness, compatibility with technical or industry standards or conventions or in any other respect. You assume sole and full responsibility and liability if you performed any activity with respect to the Player and/or the Content that was not in accordance with McCann's guidelines or was not agreed between McCann and Publisher.
- 2.10. In the event the Publisher will participate in McCann's Partner Program, any and all provisions set forth in such program shall apply to Publisher, including the following terms: <https://www.primis.tech/publishing-agreement-general-tc-partners-program> ("**Partner Program**"). It shall be clarified that McCann may change the provisions and terms of the Partner Program from time to time, at his sole and exclusive discretion.

3. MCCANN'S DASHBOARD AND PUBLISHER'S ACCOUNT

- 3.1. As part of the Services, you will be given online access to the Platform's Dashboard. The Dashboard provides analytical data regarding generated traffic related to the Publisher's Online Assets and additional information regarding any Payment you are entitled to in accordance with the terms of this Agreement. We may from time to time, add, omit or change the character and extent of information presented through the Dashboard. We will provide you with the necessary login information to access your Publisher Dashboard account.
- 3.2. You may not transfer your Publisher Dashboard account or its login information to any third party, in any manner whatsoever. You must maintain the confidentiality of your Publisher Dashboard account login details and may not provide or disclose them to anyone else or otherwise allow or permit others to view the content accessible through your account. We may change your Publisher Dashboard account's password periodically. You are solely responsible and liable for all activities performed with or through your Publisher Dashboard account.

4. UNDERTAKINGS AND RESTRICTIONS

- 4.1. You must comply with all applicable laws, regulations and rules, including tax laws, consumer protection laws, unfair competition laws, spam laws, intellectual property laws, as they pertain to your use of the Platform and the Services or the Online Assets you provide and make available while using the Services.
- 4.2. You further undertake to comply with all applicable privacy and data protection laws, including, if applicable, the GDPR, all as further detailed in our Data Processing Notice attached hereto as **Exhibit A** ("**Data Processing Notice**"), including any provisions and obligations in connection with the processing of personal data which may be restricted or prohibited under applicable laws, or may be conditioned upon the explicit prior consent of the data subjects, and Publisher undertakes not to engage in any such activities except as lawful under applicable law.
- 4.3. You are solely responsible for all acts or omissions associated with your access and use of the Platform and/or the Services and the access and use of the Platform and the Services by anyone on your behalf.
- 4.4. Throughout your use of the Platform, you must refrain from:
 - 4.4.1. using, posting or promoting through the Platform Content which may be reasonably considered as offensive or illegal, unlawful or infringing third-party's rights under any applicable laws;
 - 4.4.2. breaching the Agreement or any other applicable guidelines or instructions that we may convey with respect to the Platform;
 - 4.4.3. interfering with, burdening or disrupting the functionality of the Platform;
 - 4.4.4. attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Platform;
 - 4.4.5. modify, change or bypass any feature or aspect of the Player or the Platform;
 - 4.4.6. sending automated or machine generated queries;
 - 4.4.7. breaching the security of the Platform or trying to actively identify any security vulnerabilities in it;
 - 4.4.8. Performing any auto refreshing activity without the prior written consent of McCann;
 - 4.4.9. Making available false, inaccurate, unlawful, deceptive or misleading information or representations regarding your Online Assets;
 - 4.4.10. transferring your Dashboard account or disclosing the details of your account on the Platform to another party without our explicit prior written consent;
 - 4.4.11. using robots, crawlers and similar applications to collect, compile or submit content of any kind to or from the Platform;

4.4.12. impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity.

5. FEES AND PAYMENTS.

- 5.1. In return for your publication of the Advertising Campaigns through your Online Assets, we will pay you a share of our Revenue (the Revenue share percentages – as stated in the IO) from Advertising Campaigns published on and through your Online Assets, or the fixed CPM rate for such Advertising Campaigns, as such CPM and Revenue are documented in our systems, logs and records and all in accordance with the terms of the IO (the “**Payment**”). Subject to section 5.2 below, the information documented in our systems, logs and records is decisive final, and non-contestable. Publisher will only use this documented information for its billing process and to provide us with Payment invoices as provided herein.
- 5.2. In the event of discrepancies between our calculation of the applicable Fees and Publisher's calculation of the applicable Fees that exceeds fifteen percent (15%) between each Party's applicable Fees, Publisher may reject such invoice by providing McCann with a written notice up to five (5) days after receiving the Payment. The Parties agree to work together in good faith and use its best effort to settle and agree on the calculation method of the applicable Fees for the respective invoice. Notwithstanding the above, Publisher shall pay the undisputed portion of such invoice in accordance with the payment terms as set forth in this section 5.
- 5.3. For the use of the Services and the Platform, you will pay us such fees and amounts as set forth in the IO. We reserve the right to offset any such fees from your Payments.
- 5.4. Once a month, on the first week of each calendar month during the term of this Agreement, the Publisher will provide McCann with a proper tax invoice with regard to the Payment it is entitled to for the previous month, as documented and displayed in our Dashboard. We shall remit to Publisher the full amounts indicated in such invoices, by the due date specified in the IO.
- 5.5. Payment, in US Dollars, or a different currency, based on the Publisher's profile in our Platform, or as detailed in the IO, shall be affected by a wire transfer to Publisher's bank account, as specified in the IO, or by any other means of payment we determine from time to time. Payments for less than \$50 will not be transferred. In case a Publisher did not reach \$50 of Revenues in one payment period (one month), the Revenues will be passed to the next payment period until the Publisher reaches \$50 of revenues.
- 5.6. All sums (e.g. Revenues, CPM's etc.) in the Dashboard do not include VAT.
- 5.7. Publisher bears the sole and exclusive responsibility for verifying the accuracy of all Payment details that it provides to McCann, and for all consequences of any erroneous or inaccurate payment details it provides us. You will have no plea, claim or demand against us regarding any Payment not being remitted to your account, arising from or in connection with any erroneous or inaccurate Payment account details you provided us. We will not be responsible for any delay in furnishing Payments to you resulting from any reason beyond our control, including for reasons of force majeure.
- 5.8. To the extent we are legally mandated under the applicable tax laws, we will deduct the applicable taxes from any Payment that we remit to you and you will receive the remaining net amount after such deductions. You are solely responsible for reporting any Payment you receive from McCann, and paying all taxes applicable to such Payments, as required by the applicable tax laws. Upon our first request, you will promptly provide us all tax forms, certificates or authorizations as may be necessary under the applicable tax laws.
- 5.9. You acknowledge and agree that the fees and amounts set forth in the IO constitutes the entire, complete and full Payment that you are entitled to receive from us, in connection with the Platform and/or the Services.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. McCann represents and warrants that it is the owner of all intellectual property rights (including copyrights, patents and trademarks) in the Platform and the Dashboard and that it is lawfully and sufficiently licensed or authorized to allow the use, publication and making available of the Advertising Campaigns, the Primis Content and Third Party Content, and to provide you Content for publication, for the purposes contemplated by this Agreement.
- 6.2. The Content may contain links to websites and online sources of third parties. We do not operate, or monitor such third party websites and online sources. You may find them or the information and content posted therein not compatible with your requirements, or you may object to their content, or find it to be annoying, improper, unlawful or immoral. By linking to such third party websites and online sources, we do not endorse, or sponsor their content, or confirm their accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third party websites and online sources, or their availability.
- 6.3. You represent and warrant that the Online Assets that you designate in connection with the use of the Platform, and any content you provided us or through the Platform or the Services: (a) comply with all applicable local and international laws, regulations and rules; (b) do not breach and have not breached any duty toward or infringed any rights of any person or entity including, without limitation, intellectual property rights (including copyrights, patents and trademarks), the right of publicity, the right to privacy, or rights or duties under consumer protection laws, unfair competition laws and spam laws; and (c) do not include and do not present any unlawful content or unlawful speech, including software viruses, Trojan Horses, Worms, Vandals, Spyware and any other malicious applications; any content encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under any applicable law; and any content which may be considered threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene, pornographic, drug related or racially, ethnically or otherwise objectionable.
- 6.4. Upon McCann's request, Publisher shall immediately remove the Player or any Content and Advertising Campaigns, as well as any code McCann provided to Publisher to integrate with its Online Assets, if McCann deems it to be non-compliant with Publisher's representations and warranties in the clause above, at McCann's sole and absolute discretion. McCann may use any measures it deems necessary to enforce the Publisher to promptly comply with such requests.

7. CONFIDENTIALITY

- 7.1. You undertake to safeguard McCann's Confidential Information against unauthorized access, use or disclosure, using the highest degree of care and security measures. You will not disclose McCann's Confidential Information, except to your staff, agents, consultants and subcontractors, on a 'need to know' basis, provided they are bound by sufficient confidentiality obligations substantially similar to this section, and in any event, you will only disclose McCann's Confidential Information to the extent required to utilize the Platform and/or the Services as permitted under this Agreement.
- 7.2. You acknowledge and agree that we may use and share the data that we or the Platform collect during the performance of this Agreement, for the following purposes (and as further details in the Data Processing Notice):
 - 7.2.1. To provide you with the Platform and the Services, improve, enhance, and customize the Platform and/or the Services, develop additional services, provide you with support and bug fixes, handle your inquiries, send you Platform related recommendations and suggestions;
 - 7.2.2. To collect and pay fees, to conduct administrative activities necessary to maintain and provide the Platform and the Services, enforce this Agreement, take any action in any case of dispute, or legal proceeding of any kind involving you, with respect to the Platform and/or the Services, and prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Platform and/or Primis Content and/or Third-Party Content; and

7.2.3. If we are required, or reasonably believe that we are required, by law, to share or disclose the data that we or the Platform collect during the performance of this Agreement other than as specified above, or if you are required, or reasonably believe that you are required by law, to share or disclose McCann's Confidential Information, then the legally required Party (you or us, as the case may be) may share such data or Confidential Information to the extent legally required, provided that, if legally permitted, the disclosing Party will give prior written notice of the requirement to the other Party, to allow the other Party, at its exclusive cost and expense, to intervene and protect its interests in such data or Confidential Information, should it desire.

8. TERM AND TERMINATION

- 8.1. This Agreement commences on the Effective Date and shall continue until terminated by either party, through a twenty-four (24) hours prior written notice to the other party, unless otherwise agreed between the Parties in the IO.
- 8.2. We may suspend your use of, and block your access to, the Platform, immediately upon notification to you, if we believe that you have breached any clause of this Agreement. If you do not remedy the breach within twelve (12) hours of our notification, we may immediately terminate these Terms without liability to you.
- 8.3. Notwithstanding any remedies that may be available to us under any applicable law, we may terminate these Terms immediately upon notification, without liability to you, in each of the following circumstances –
 - 8.3.1. We believe that you have materially breached this Agreement, abused your rights to use the Services and the Platform or became involved in legal proceedings that in our discretion interfere with the performance of this Agreement;
 - 8.3.2. We are so required by law, regulation, order, or request of a competent governmental authority or agency;
 - 8.3.3. We believe or assume that the Services and the Platform is likely to be held to infringe (directly or indirectly), any third party right (including intellectual property rights or privacy rights);
 - 8.3.4. Legal or business circumstances, unknown to us upon the Effective Date, are introduced by third parties (including courts or governmental authorities) after the Effective Date, and such circumstances materially and adversely affect our costs or potential liability associated with our provision of the Services and the Platform; or
 - 8.3.5. We have decided to discontinue our business with respect to the Services and the Platform.
- 8.4. McCann will send you a prior notice by email (or any other contact details you provided us) regarding the termination of this Agreement.
- 8.5. Upon termination of this Agreement, you must promptly cease to use the Platform or any Content we provided you in the framework of the Services. Without derogating from the foregoing, upon termination of these Terms we will block your access to the Dashboard and the Platform. Termination of this Agreement or the suspension of your use of the Platform will not prevent McCann from taking any other actions or measures available to it under the applicable law.
- 8.6. In case this Agreement is terminated, whether by you or us, you will not be entitled to any further Payments for any publication of Advertising Campaigns after the date of termination and you must refrain from further publishing the Advertising Campaigns through your Online Assets.
- 8.7. All provisions of this Agreement which by their nature should survive termination, will survive termination, including the following sections: Fees and Payments, Confidentiality, Non-Solicitation, Term and Termination, Intellectual property, Disclaimer of warranty, Limitation of liability, Indemnification and Governing law and jurisdiction.

9. INTELLECTUAL PROPERTY

- 9.1. All rights, title and interest, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Platform, the Player and the Services or any part thereof, including computer code, graphic design, layout and the user interfaces of the Platform, and all derivatives, improvements and variations thereof, are and will remain at all times, owned by, or licensed, to us. Other than what is expressly granted by this Agreement, this Agreement does not grant you any other rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses, or content with respect to, or in connection with, the Platform and/or the Services.
- 9.2. You grant us unlimited, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to use, copy, distribute, display publicly, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, sub-license, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with or incorporate into other content, modify and create derivative works any Content you provided us for the purpose of providing you the Services. Subject to the terms of this Agreement, you provide us an unlimited, non-exclusive, royalty-free and perpetual license to use, display, sell and commercially distribute to third parties Your Content solely as a part of Primis Content, in order to allow us to provide our Services to third parties.
- 9.3. We grant you limited, non-exclusive, non-transferable and non-sublicensable license to you our Content (including Primis Content) during the Term of this Agreement and only in the framework of the Services and the Platform. For the avoidance of doubt, you may not use any Content originates in the Platform in any other website, app, web page without McCann prior written consent.
- 9.4. McCann retains all trademark and service mark rights in the Service. You may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to any of these marks and logos.
- 9.5. Publisher hereby consents and grants McCann the right to display and use Publisher's name and logo on its marketing and promotional materials, press releases or otherwise disclose that Publisher has entered into an agreement with McCann.
- 9.6. You must avoid any action or omission which may dilute, or tarnish the goodwill of McCann.

10. FORCE MAJEURE

If a party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure (i.e. acts, events, omissions or accidents beyond the commercially reasonable control of the party obligated to perform, including, without limitation: strikes (local and national) or lock-outs; civil commotion, riot, invasion, war, war threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; inability to use railways, shipping, aircraft, motor transport or other means of public or private transport), and if the party so prevented gives written notice thereof, to the other party, specifying the matters constituting force majeure, at the earliest time it has become aware of the existence of such circumstances, such notice to sufficiently detail the force majeure event and specify the period for which the party estimates that such prevention or delay will continue, then said party will be excused the performance or the punctual performance, as the case may be, from the date of such notice for so long as such cause of prevention or delay continues.

11. CHANGES IN THE SERVICE; DISCONTINUATION

- 11.1. We may, but are not obligated to, maintain the Platform with periodic releases of bug fixes, code updates or upgrades. We will determine, at our discretion, the frequency and scope of such releases and you will have no plea, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors and assignees (collectively, our “Staff”), for any of these releases or the lack thereof.

- 11.2. We may also, at any time and without prior notice, change the layout, design, scope, features or availability of the Platform and/or the Player. Such changes, by their nature, may cause inconvenience or even malfunctions. You agree and acknowledge that we do not assume any responsibility with respect to, or in connection with the introduction of such changes or from any malfunctions or failures that may result therefrom.
- 11.3. We may suspend the provision of the Platform and/or the Services, in whole, or in part, for all publishers, or for certain publishers, for periodic maintenance or similar purposes, without any liability to you. We will make efforts to provide you prior notice of any planned down-time of the Service due to maintenance.

12. SERVICE SUPPORT

We may, but are not obligated to, offer technical support in connection with your use of the Platform, in the format, frequency, scope and scheme that we, at our sole discretion, determine from time to time. You will have no plea, claim or demand against us or our Staff in any matter related to our provision of technical support, or for the lack thereof.

13. DISCLAIMER OF WARRANTY

- 13.1. THE AVAILABILITY AND FUNCTIONALITY OF THE PLATFORM, THE PLAYER AND/OR THE SERVICES DEPEND ON VARIOUS FACTORS AND ELEMENTS, INCLUDING SOFTWARE, HARDWARE AND COMMUNICATION NETWORKS, PARTIALLY PROVIDED BY THIRD PARTIES. THESE FACTORS ARE NOT FAULT FREE. MCCANN DOES NOT WARRANT OR GUARANTEE THAT THE PLATFORM, THE PLAYER AND/OR THE SERVICES WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES, OR IMMUNE FROM UNAUTHORIZED ACCESS OR ERROR FREE.
- 13.2. YOU ACKNOWLEDGE THAT GIVEN THE MULTITUDE OF FACTORS THAT AFFECT THE EFFECTIVENESS OF ADVERTISING CAMPAIGNS, INCLUDING THE PROSPECTIVE USER'S BEHAVIOR, THE PRESENCE OF COMPETING ADVERTISERS AND TECHNOLOGICAL LIMITATIONS, THE PLATFORM AND/OR THE CONTENT WE PROVIDE YOU MAY NOT PRODUCE THE OUTCOME YOU DESIRED, ANTICIPATED OR EXPECTED. WE DO NO WARRANT THAT YOUR USE OF THE SERVICES AND/OR THE PLATFORM WILL RESULT IN ANY PARTICULAR OUTCOME, INCLUDING REVENUE.
- 13.3. THE PLATFORM AND THE SERVICES IS PROVIDED FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. MCCANN AND ITS STAFF DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, LIKELY-RESULT OR PERFORMANCE OF THE PLATFORM, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY MCCANN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

14. LIMITATION OF LIABILITY

- 14.1. MCCANN AND ITS STAFF WILL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT, BUSINESS EARNINGS, REVENUE, WEBSITE TRAFFIC, OR DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE

USE OF, OR THE INABILITY TO USE THE PLATFORM, THE SERVICES, THE CONTENT AND/OR THE PLAYER, ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE PLATFORM AND/OR THE PLAYER, ANY FAULT, OR ERROR MADE BY THE STAFF OR ANYONE ACTING ON ITS BEHALF, ANY COMMUNICATION WITH MCCANN, OR ANY DENIAL, CANCELANATION OR REVOCATION OF YOUR ACCOUNT.

14.2. IN ANY EVENT, OUR AND OUR STAFF'S TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO THE TOTAL FEES WE PAID YOU IN THE THREE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE.

14.3. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THE AGREEMENT, OR ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO THE PLATFORM AND/OR THE SERVICES, OR IF THROUGH YOUR USE OF THE PLATFORM AND/OR THE SERVICES, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

15. INDEMNIFICATION

15.1. Each party to this Agreement hereby agrees to indemnify, defend, hold harmless and compensate the other party including its officers, employees, and anyone acting on its behalf, for any direct expense, payment, loss, or any other direct damage, including reasonable legal fees, resulting from any third party allegation, complaint, claim, or demand, arising from, or in connection with any breach of this Agreement or any false representation by the other party.

15.2. The above indemnification is subject to the party requesting to receive indemnification: (i) promptly notifying the indemnifying party of any third party claim with respect to which it wishes to receive indemnification; (ii) cooperating with the indemnifying party and providing it with all applicable information in this regard; (iii) the indemnifying party being entitled to take over the defense against the claim, and (iv) not entering into any settlement without the indemnifying party's prior written consent.

16. GOVERNING LAW AND JURISDICTION

16.1. Regardless of your place of residence or where you access or use the the Platform and/or the Services from, this Agreement, your use of the Platform and/or the Services and any dispute arising therefrom, or in connection with you and McCann, will be governed by and construed exclusively in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of Israel.

16.2. The sole and exclusive jurisdiction and venue of any action, suit or legal proceedings, with respect to this Agreement or McCann, shall be in the Courts located in the district of Tel-Aviv. You hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and any objections related thereto, including objections on the grounds of improper venue, lack of personal jurisdiction or forum non-convenience.

17. GENERAL

17.1. The Agreement (including the IO) constitutes the entire agreement between you and McCann with respect to the Platform and/or the Services and supersedes any and all other prior or contemporaneous agreements or understandings.

17.2. No waiver, concession, extension, amendment, representation, alteration, addition or derogation from the Agreement, or pursuant to the Agreement, will be effective or binding unless consented to explicitly in writing by both Parties' authorized representative. For the avoidance of doubt, the Parties may make amendments to the provisions of this Agreement and/or the IO in email, SMS or any other agreed electronic form.

- 17.3. McCann may, at its discretion, make unliteral changes to the IO, commercial terms and this Agreement, provided that such changes are for the benefit of the Publisher.
- 17.4. Notwithstanding the foregoing, McCann may revise these Terms, in whole or in part, at any time by putting you on notice of the amended Terms. Your continued use of the Service and/or the Platform after the effective date of the amended Terms constitutes your consent to the amended Terms.
- 17.5. The Agreement does not, in any way, create a partnership, joint venture, employment relationship, franchise, agency or any other similar relationship between McCann and you, and nothing in the Agreement will be interpreted or construed as creating or establishing any such relationship.
- 17.6. Failure on the part of McCann to demand performance of any provision of the Agreement will not constitute a waiver of any right under the Agreement. You may not assign or delegate this Agreement or any of your rights and obligations hereunder, without our express prior written consent. Any purported assignment, in contravention of the above will be null and void. We may assign or delegate this Agreement in its entirety, or any of our rights and obligations hereunder, without the need for your specific consent, for example upon a merger, acquisition, change of control or the sale of all or substantially all of the equity or assets relating to McCann or the Platform and/or the Services.
- 17.7. With such assignment or delegation of the entire Agreement, we are fully released from all our duties, liabilities and obligations under this Agreement. The section headings in the Agreement are included for convenience only and will take no part in the interpretation of the Agreement. The term “Including”, as used throughout this Agreement, whether capitalized or not, means without limitation.

18. SEVERABILITY

- 18.1. If any provision of the Agreement is held to be illegal, invalid, or unenforceable by a competent court, then the provision will be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Agreement will continue to remain in full force and effect.

Last update: December 2018.

Exhibit A
Data Processing Notice

This Privacy and Data Protection Addendum (“**Addendum**”), as well as the provisions of the Agreement (as defined below) which is incorporated herein by reference, govern the transfer, collection and Processing of Personal Data (as such terms are defined below), pursuant to the engagement between McCann Disciplines Ltd. (“**McCann**”), and any Publisher using McCann's Services (as defined below) under the above Publishing Agreement (“**Agreement**”), (each of McCann and Publisher shall be referred to as a “**Party**” and collectively the “**Parties**”). The Parties hereby agree to the following terms and conditions, which will be in effect as of the Effective Date of the Agreement (“**Effective Date**”).

Any capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

1. DEFINITIONS

- 1.1. The terms “**Personal Data**”, “**Processor**”, “**Controller**”, and “**Processing**”, “**Special Categories of Personal Data**”, shall have the meaning ascribed to such terms in the GDPR.
- 1.2. “**Publisher's Users**” means any natural persons using the McCann Services on behalf or under authorization of the Publisher, including employees, clients, end-users, and consumers of the Publisher's products and/or services.
- 1.3. “**Data**” means Personal Data and Non-Personal Data.
- 1.4. “**Data Subject(s)**” means natural persons regarding whom Data is Processed by the Parties in connection with the McCann Services, or disclosed to McCann by Publisher pursuant to this Addendum and the Agreement, including without limitation, Publisher's Users.
- 1.5. “**McCann's Services**” means provision of the Services (as defined in the Agreements) by McCann to Publisher under the Agreement, including the use of the Dashboard (as defined in the Agreement).
- 1.6. “**GDPR**” means Regulation (EU) 2016/679, of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.7. “**New Instructions**” shall have the meaning set forth in Section 4.2 below.
- 1.8. “**Non-Personal Data**” means any data or information of any kind relating to Data Subjects which is not Personal Data.
- 1.9. “**Sub-Processors**” shall mean any Processor McCann has engaged in connection with the Processing of Personal Data on behalf of Publisher.

2. DATA PROCESSING

- 2.1. In rendering McCann's Services to Publisher, McCann may have access to certain Personal Data Publisher's Users.
- 2.2. Publisher shall only make available to McCann, transfer, Process or otherwise disclose Personal Data pursuant to the terms and conditions specified herein and as permitted under applicable law. In the event Publisher considers any upload, sharing Processing, transfer or disclosure of Personal Data to be inconsistent with the provisions herein, Publisher shall notify McCann and shall obtain McCann's prior written consent to such transfer, Processing or disclosure.
- 2.3. McCann will Process Personal Data for the following purposes:
 - 2.3.1. the Provision of McCann's Services to Publisher.
 - 2.3.2. to contact Publisher in connection with McCann's Services, notifications, programs or offerings.
 - 2.3.3. to send Publisher updates, promotional materials and newsletters that Publisher has registered for; Publisher may choose to opt-out and to not receive these communications by sending McCann a notice to: GDPR@PRIMIS.TECH.
 - 2.3.4. to identify and authenticate Publisher's or Publisher's Users' access to parts of the Services that Publisher or Publisher's Users' are authorized to access.
 - 2.3.5. to protect the security or integrity of McCann's databases or the McCann Services, to take precautions against legal liability, and to analyze and improve the McCann Service.
 - 2.3.6. as otherwise required and appropriate for the fulfilment of the Agreement and exercising McCann's rights and obligations thereunder, provided such

Processing is permitted under applicable laws.

3. REPRESENTATIONS AND UNDERTAKINGS OF THE PARTIES

3.1. In connection with the transfer, Processing or disclosure of Personal Data by the Parties, and any and all Processing of Personal Data regarding Publisher's Users by McCann, the Parties hereby agree and represent, that, as between the Parties:

3.1.1. Publisher shall be regarded as the Controller of all such Personal Data, and shall solely and fully assume any and all responsibilities, obligations and liabilities imposed on Publisher as a Controller of Personal Data under applicable law;

3.1.2. McCann shall be regarded as the Processor of such Personal Data, and shall solely and fully assume any and all responsibilities, obligations and liabilities imposed on McCann as a Processor of Personal Data under applicable law.

3.2. The Parties shall each implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

3.3. McCann represents and warrants that McCann's employees, authorized by McCann to Process Personal Data on behalf of Publisher, are committed to customary confidentiality undertakings, or are otherwise under appropriate statutory obligations of confidentiality.

3.4. McCann shall only Process Personal Data in connection with conducting the Advertising Campaigns and pursuant to the instructions as set forth herein, pursuant to the Agreement, or otherwise agreed to between the Parties.

3.5. Publisher undertakes that Publisher shall Process Personal Data only as lawful and compliant with applicable law, including if applicable the GDPR, and that Publisher shall be responsible to implement measures ensuring and demonstrating such compliance.

3.6. Publisher's use of the McCann Services must comply with all applicable laws, including laws relating to spam or unsolicited commercial emails, privacy, security, obscenity, defamation, child protection, and other applicable laws.

3.7. Without derogating from the generality of the above, Publisher acknowledges that such actions as, *inter alia*, the collection and Processing of Personal Data, the use of Personal Data in connection with profiling or tracking of Data Subjects, the use of cookies or similar technologies in connection with the above, and the sending of unsolicited commercial communications to Data Subjects, may be restricted or prohibited under applicable laws, or may be conditioned upon the explicit prior consent of the Data Subjects, and Publisher undertakes not to engage in any such activities except as lawful under applicable law. In the event Publisher uses the McCann Services in violation of applicable laws, Publisher shall be fully liable towards McCann for damages incurred by McCann as a result of such violations.

3.8. Publisher acknowledges that it is aware that McCann may not have any direct interaction with Publisher's Users, and therefore, is unable to inform Publisher's Users of relevant information in connection with the Processing of their Personal Data, or obtain Publisher's Users' consent to such Processing.

3.9. In light of the above, Publisher agrees that it is responsible to inform Publisher's Users, clearly and explicitly, of Processing of their Personal Data, including by McCann, pursuant to and in accordance with Publisher's engagement with McCann. Publisher further represents that Publisher has all required authorizations to disclose Personal Data to McCann pursuant to this Addendum and the Agreement.

4. PRINCIPLES OF PROCESSING PERSONAL DATA

4.1. The Parties agree and represent that Personal Data is required to be Processed in a manner which is lawful, fair and transparent, and that Personal Data must be;

4.1.1. collected for specified, explicit and legitimate purposes;

4.1.2. adequate, relevant and limited to what is necessary in relation to the purposes for which the Personal Data is Processed;

4.1.3. accurate and, where necessary, kept up to date;

4.1.4. kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is Processed.

4.2. Publisher shall not upload, Process, transfer, disclose or otherwise make available to McCann any Personal Data included in Special Categories of Personal Data. If Publisher, in contradiction to Publisher's undertaking herein, transfers or discloses to McCann any Personal Data included in Special Categories of Personal Data, Publisher hereby represents that Publisher has any and all required authorizations, including Data Subjects' explicit consent, for the transfer of such data to McCann.

4.3. At the choice of the Publisher, McCann will delete or return to the Publisher Personal Data which is Processed by McCann on behalf of the Publisher under this Addendum after the termination or expiration of the Agreement, and shall delete any existing copies unless permitted to retain such data under applicable law.

5. **INSTRUCTIONS**

5.1. McCann shall only Process Personal Data pursuant to Publisher's documented instructions, including as referenced herein.

5.2. Publisher hereby instructs McCann to Process, on behalf of Publisher, Personal Data, made available, transferred or disclosed to McCann by Publisher or otherwise in connection with the McCann Services to Publisher, for the purposes and in accordance with the terms specified herein and in the Agreement.

5.3. In the event Publisher wishes to instruct McCann to Process Personal Data other than as specified in this Addendum and the Agreement ("**New Instructions**"), Publisher shall provide McCann with prior written notification containing the New Instructions. New Instructions shall be in force after approved in writing by McCann.

5.4. Notwithstanding the above, McCann will not be obligated to perform any instruction or Processing, which in McCann's reasonable determination, is in violation of applicable law, and McCann shall notify Publisher without delay regarding such determination.

5.5. The provisions set forth in this Addendum, the Agreement, and as otherwise agreed to between the Parties shall constitute Publisher's documented instructions to McCann under the meaning of Article 28 of the GDPR.

6. **AUDITS**

6.1. Upon Publisher's reasonable request, McCann will provide Publisher with relevant documentation or records (which may be redacted to remove confidential commercial information) which will enable it to verify McCann's compliance with its data protection and security obligations under the terms of the GDPR, not less than thirty (30) days of receipt of such request in writing.

6.2. Where, in the reasonable opinion of Publisher, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, Publisher may, upon reasonable prior written notice to McCann and upon reasonable grounds, conduct, at Publisher's expense, an on-site audit of McCann's premises only as used in connection with the McCann Services provided to Publisher, solely to confirm compliance with McCann's data protection and security obligations under the GDPR.

6.3. Any audit carried out by Publisher will be conducted in a manner that does not disrupt, delay or interfere with McCann's performance of its business in any way. Publisher shall ensure that the individuals carrying out the audit are under appropriate confidentiality obligations as approved by McCann.

7. **DATA SUBJECTS' RIGHTS**

7.1. Publisher shall have sole liability to comply with obligations in connection with the rights and freedoms of Data Subjects pursuant to applicable laws.

7.2. In the event McCann receives direct requests from Data Subjects, McCann's sole responsibility shall be to communicate such requests or instructions to Publisher.

7.3. McCann shall make reasonable commercial efforts to assist the Publisher by appropriate technical and organizational measures, insofar as possible, for the fulfilment of the Publisher's obligations to respond to requests for exercising the Data Subjects' rights pursuant to applicable laws and the Agreement.

8. **DATA REGARDING PUBLISHER AND NON-PERSONAL DATA**

8.1. McCann only collects Personal Data regarding its Publishers and Publisher's Users which the Publisher has provided or made available to McCann voluntarily, by engaging with McCann for the provision of

the McCann Services. Publisher is not required by any law to provide McCann with any Personal Data regarding Publisher or the Data Subjects.

- 8.2. McCann also uses cookies, web beacons or similar technologies to gather Data. Publisher hereby explicitly authorizes McCann to use cookies and similar technologies in connection with the provision of the McCann Services, and represents that Publisher has all requisite rights to grant such authorization to McCann.
- 8.3. In respect of Non-Personal Data, Publisher agrees that McCann has unlimited rights to such information and that McCann may use such information without limitation. Such information shall be deemed to be non-confidential.
- 8.4. Non-Personal Data is collected and processed mainly for analysis in order to constantly improve and maintain the McCann Services, including among others, for ensuring the technical functioning of the McCann Services, to help prevent fraudulent use of the McCann Services and for developing new McCann Services.
- 8.5. McCann may share non-personal, aggregate data regarding McCann Services usage with McCann's affiliates, partners and advertisers. From time to time, McCann may release non-Personal Data in the aggregate, e.g., by publishing a report on trends in McCann Services usage.
- 8.6. Publisher is entitled to review its Personal Data, and may exercise such right by sending us a request to: GDPR@PRIMIS.TECH. In the event any Personal Data is incorrect or outdated, Publisher may update and correct such data by providing us with the appropriate information.
- 8.7. Publisher may also be entitled to request the erasure or the restriction of Personal Data, and McCann will comply with such requests, to the extent required under applicable law.
- 8.8. To the extent processing of Personal Data is conducted on the basis of Publisher's consent, Publisher may rescind such consent, by sending McCann an email to: GDPR@PRIMIS.TECH. In the event Publisher rescinds its consent to the processing of Personal Data, McCann may not be able to provide Publisher with some or all of the McCann Services.

8.9. To the extent applicable to Publisher and the McCann Services, Publisher may request the portability of its Personal Data.

8.10. McCann retains Personal Data for the duration necessary in order to: (i) fulfil the purposes of Processing described herein, and (ii) defend or assert legal claims and liability, or as otherwise permitted under applicable law.

9. SUBPROCESSING

Publisher hereby grants McCann express authorization to engage with Sub-Processors for the provision of the McCann Services, as determined by McCann in McCann's reasonable determination.

10. INTERNATIONAL TRANSFERS OF DATA

10.1. Publisher acknowledges that McCann is an international corporation, and that Personal Data may be transferred to a country other than the country where Data Subjects are located in connection with the provision of McCann Services to Publisher and Publisher's Users.

10.2. In the event McCann transfers Personal Data across international borders, McCann will use appropriate safeguards to ensure a level of security appropriate to the risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data transferred.

10.3. Publisher shall have sole responsibility to obtain and document all necessary consents from Data Subjects to the transfer of Personal Data if required under applicable law.

10.4. Unless Publisher notifies McCann in writing that the transfer of Personal Data is prohibited, any such transfer shall be regarded as permitted explicitly by Publisher.

11. REPORTS AND NOTIFICATIONS

11.1. McCann shall provide Publisher, upon Publisher's reasonable request, made pursuant to Publisher's obligations towards a competent supervisory authority, with information necessary to demonstrate compliance with obligations pursuant to applicable law.

11.2. McCann shall notify Publisher in writing upon an event of data breach that affected Publisher's Personal Data, and/or as otherwise required under applicable law.

11.3. McCann may disclose Data to law enforcement, regulatory or other government

agencies, or third parties, if McCann reasonably believes that such disclosure is necessary to comply with a judicial proceeding, court order, or a legal process, provided however that McCann shall notify Publisher in writing regarding any legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

12. LIABILITY AND INDEMNIFICATION

Publisher will defend, indemnify, and hold harmless McCann and its officers, directors, employees, successors, and agents, from all claims, damages, liabilities, assessments, losses, costs, administrative fines and other expenses (including, without limitation, reasonable attorneys' fees and legal expenses), arising out of or resulting from any claim, allegation, demand, suit, action, order or any other proceeding by a third party (including supervisory authorities) that arises out of or relates to a violation of the Publisher's representations and/or obligations under this Addendum.

13. TERM

The term of this Addendum shall start on the Effective Date and continue until termination or expiration of the Agreement.

14. GENERAL TERMS.

14.1. The above Sections 4, 5, 6, 7, 8.7-8.11, 10 and 11 shall be in force only in the event the GDPR applies to the Processing of Personal Data pursuant to this Addendum.

14.2. In the event of inconsistencies between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail with regard to the Parties' data protection and privacy protection obligations.

14.3. The waiver by either Party of a breach of any of the terms and conditions of this Addendum must be in writing and will not be construed as a waiver of any subsequent breach of such term or condition or the waiver of the provision itself. A Party's performance after the other Party's breach shall not be construed as a waiver of that breach.

14.4. Neither party shall assign this Addendum (or any part thereof) without the advance written consent of the other Party, except that McCann may assign this Addendum in

connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities.

14.5. If any provision of this Addendum shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Addendum shall otherwise remain in effect.

14.6. This Addendum shall be governed by and construed in accordance with the same laws as the Agreement. Any claim under this Addendum may be solely brought to the competent courts as specified in the Agreement.

14.7. McCann may amend this Addendum from time to time, and make the amended Addendum available to Publisher.

