

Appendix A Publisher/affiliate Terms and conditions

1. INTRODUCTION The parties to this Agreement hereinafter are TECHIDO LTD (“TECHIDO LTD”) and the Publisher/Affiliate (as defined hereinafter) Publisher may accept this Agreement by (i) taking any step to order or to request Service, or to otherwise use the Service or (ii) clicking “I agree to the terms and conditions” box at the end of this Agreement This Agreement reflects the entire agreement between Publisher or the Affiliate and TECHIDO LTD. You acknowledge and agree that you have reviewed and accept the relevant terms of use governing the applicable Additional Services prior to commencing any use thereof. If you do not accept the relevant terms of use governing the applicable Additional Services you should refrain from using any such Additional Services.

2. DEFINITIONS (a) Performance Marketing Offer – is where a Publisher or any other person, entity, or their agents, operate a Website(s) and/or other promotional methods in order to direct traffic from such Website(s) to the Advertiser’(s’) (as defined hereinafter) Website(s). The Publisher may earn financial compensation (“Payouts”) for Transactions (as defined hereinafter) referred by the Publisher via an action made by a Visitor (as defined hereinafter) through an Internet connection (“Link”) to a Website or Website content operated by an Advertiser (“Advertiser”). (b) Publisher – an individual or entity which allows its Website or Website content and/or other traffic sources to include banners, and/or other acceptable forms or links, to permit Traffic and or results between the Publisher and the offers offered by TECHIDO LTD pursuant to this Agreement. (c) Results – legitimate views, impressions and/or clicks including traffic that is generated by a third party on a Publisher’s Website(s) and/or network, so that such third party may view Advertiser’s ad creative or link to the Advertiser’s Websites or is otherwise considered a purchase of Advertiser’s products or services in accordance with the terms and conditions of the applicable Offer, as may be updated from time to time. (d) Legitimate Traffic – traffic generated by the accessing of a Publisher’s Website and/or network by a person who is not associated with, or related to the applicable Advertiser or the Publisher . Legitimate Traffic excludes all clicks and traffic that are artificially generated. (e) Advertiser’s Offer or Offer – an advertising offer, which is made available through the TECHIDO LTD system, setting out the applicable advertising offer, as may be updated from time to time. (f) Tracking Code – TECHIDO LTD’s code for tracking information. (g) Visitor – any person or entity that is not the Publisher or the Publisher’s agent. (h) Transactions – actions by Visitors under the applicable campaign. (i) Website(s) – internet domain, or a portion of a domain.

3. USE POLICY (a) Participation in Offers – during the term of this Agreement, the Publisher may apply to Advertiser Offers offered through TECHIDO LTD’s network to obtain the opportunity to earn Payouts by promoting the Advertiser in accordance with the Advertiser’s Offer terms and in compliance with this Agreement. (b) Transactions qualifying for a Payout are defined by the Advertiser pursuant to the rules of the applicable Offer. Advertisers may change any Payout rate or cancel the Offer, in whole or in part, at their sole discretion. The Publisher will be notified by email 24 hours in advance in the event of a rate change or cancellation. Publisher is responsible for monitoring Offer notices. Unless expressly agreed otherwise, Offer changes will enter into effect following the lapse of the said 24 hours advance notice period. (c) Prohibited Uses of Links – The Publisher may not place Links to an Advertiser Website, or Website content in newsgroups of any third party/parties, and/or message boards, and/or blogs, and/or unsolicited email and other types of spam (all email sent must be sent in compliance with all applicable laws and regulations including the most updated CANSPAM act), and/or link farms, and/or

counters, and/or chatrooms, and/or guestbooks. Publishers using any forms of chat, instant messages or similar Internet resources must designate their offer as special, requiring a manual review and acceptance by TECHIDO LTD and the Advertiser according to the limitations in the applicable Advertiser's Offer. The Publisher must promote Advertisers in a manner that does not mislead Visitors. The Publisher shall not enable any nonbona fide Transactions, including, usage of any device, offer, robot, Iframes, or hidden frames. Multiple leads from the same individual, entity or IP address will be considered nonbona fide transactions. Payouts are not due in connection with non-bona fide transactions. (d) Updating Links – If Links, and/or other promotional and/or marketing methods directing traffic to the Advertiser are not updated dynamically through the Marketing Service, the Publisher, on receipt of notification, is obligated to update an Advertiser's links in order to earn Payouts and not later than 24 hours since the notification was sent. (e) Incentive-Based Publishers – Publisher that provides incentive-based traffic must disclose his/her/its incentive based methods to TECHIDO LTD as a prerequisite for signing up. (f) Fraud – Publishers generating non Legitimate Traffic will be terminated without notice and any agreement entered into with them shall be terminated forthwith. TECHIDO LTD may withhold payment to any Publisher until clarification of Results that (1) have been produced by Publishers who have ONLY offers generating clicks with no indication by Web site traffic which cannot sustain the clicks reported; (2) have shown fraudulent leads as determined and proved by the Advertisers; (3) where justification for the click rates is not evident to the reasonable satisfaction of TECHIDO LTD; and/or (4) where Publisher uses fake redirects, automated software, or fraud to generate Events from the Offers; (5) generated results in a manner that breaches or contradicts the provisions of the Agreement or any applicable Advertiser's Offer. TECHIDO LTD may deny payment if the results of the aforesaid clarification support any of the aforesaid prohibited activities. TECHIDO LTD further reserves the right to modify or reverse any Publisher accrued statistics and sums attributed thereto at anytime, including in those instances in which the Advertiser determines the results are not Legitimate Traffic or are otherwise fraudulent.

4. TECHIDO LTD'S SERVICES (a) Tracking Transactions and Payouts – TECHIDO LTD shall determine, where possible, actual Payouts that should be credited to the Publisher's Account. TECHIDO LTD may, at TECHIDO LTD's sole discretion, apply an estimated amount of Payouts, if: (i) the Publisher is referring visitors to Advertiser as verified by clicks through links to Advertiser with TECHIDO LTD Tracking Code, (ii) in the case of an error in Advertiser's transmission of Tracking Code data to TECHIDO LTD, and (iii) in an instance in which TECHIDO LTD is able to utilize a historical analysis of the Publisher promotion of Advertiser in order to determine an equitable amount of estimated Payouts. (b) Access to Tracking and Reporting Tools – TECHIDO LTD shall provide the Publisher with access to tracking and reporting tools. Tracking detail regarding Visitor Transactions may not be available on a real-time basis for all Advertisers and there may be reporting delays regarding Transactions for some Advertisers.

5. PUBLISHER PAYMENTS (a) Subject to the other provisions of this Agreement, TECHIDO LTD shall credit the Publisher's account with a Payout for each qualifying Transaction on the basis of the Advertiser's Payout rate and the applicable Offer terms. TECHIDO LTD shall pay any amounts due to Publisher using Pay Pal (for payment in USD only), wire or check. (b) Notwithstanding the aforesaid, TECHIDO LTD reserves the right to change the Payout to Publishers according to any of the manners listed above at its sole discretion (the "Payment Change"). Except with respect to Payment Changes in cases of credit

risk management which shall be effected as detailed below, any such Payment Change shall enter into effect and become contractually binding in accordance with section 16 herein. In addition, TECHIDO LTD may make retroactive payment changes in cases of credit risk in accordance with the discretion of TECHIDO LTD's financial team. In this case and notwithstanding the aforesaid, the Payment Change will be applied and deemed valid 90 days backwards as of the decision of the relevant Payment Change for all qualifying transactions due to the Publisher. The Publisher acknowledges and agrees that such retroactive application is reasonable and required to protect TECHIDO LTD's financial interests and waives any claim or demand with respect to any retroactive payment changes applied pursuant to this section. (c) Notwithstanding the aforesaid, TECHIDO LTD reserves the right to reclassify any transactions and reduce any payments due to Publisher because of any claims, demands, offsets or the like made by Advertisers for invalid events, failure to make collections, technical errors, tracking discrepancies or similar events that produce invalid results, even if the applicable Transaction was originally approved. TECHIDO LTD shall compile, calculate and electronically deliver to Publisher the relevant data required to determine Publisher's billing and compensation. The Publisher acknowledges that payments are based upon the Results registered and counted through the TECHIDO LTD Tracking Code and hereby waives any claim and/or demand towards TECHIDO LTD as a result of discrepancy between the Results registered through the Tracking Code and any other similar tracking system. Minimum payment using PayPal is \$500. Minimum payment using wire transfer is \$1000.00. If Publisher does not earn the minimum amount in a month, the balance will be carried forward until such time as the minimum amount is earned or until this Agreement is terminated by either party. The Publisher acknowledges that the minimum amount may vary based upon the applicable currency being used and that the binding minimum amount shall be the amount listed in TECHIDO LTD's system as may be updated from time to time. Publishers are responsible for ensuring that their bank details, address and Pay Pal e-mail address are correct in their TECHIDO LTD account details in order to receive payment. (d) The Publisher may select to receive payment in any of the currencies that TECHIDO LTD supports (as may be amended by TECHIDO LTD). The currency exchange rates shall be determined in accordance with the rates of the buying trade prices (Bid) and the selling trade prices (Ask) of Tel Aviv Stock Exchange's Continues Trade. TECHIDO LTD shall determine the conversion rates based upon its operating standards according to the prevailing rates at the date that payment is formed to the Publisher, or upon the basis of historical conversion rates if rates are unavailable. The number or amount of Transactions, credits for Payouts, debits for Charge-backs, and conversion costs, as calculated by TECHIDO LTD, shall be final and binding on the Publisher. In the event it is required to pay transactions fees, such fees shall be covered by the Publisher and deducted by TECHIDO LTD from each applicable. (e) Charge-backs – an Advertiser or TECHIDO LTD may apply a debit to the Publisher's Account in circumstances of (i) duplicate entry or other clear error; (ii) non-bona fide transactions; (iii) non receipt of payment from, or refund of payment to the Visitor by the Advertiser; or (iv) Publisher failure to comply with Advertiser's Offer terms or other agreement with Advertiser ("Chargeback"). Charge-backs may be applied to the Publisher's account at any time, including previous payment cycles within 3 month from such a Charge Back event. 6. LIMITATIONS ON USE (a) Only individuals aged 18 years or over, partnerships comprised of such individuals, or other lawfully formed entities, may participate in this service. Publisher must

provide TECHIDO LTD with an up-to-date, complete and accurate contact information, including name, street address, telephone number and e-mail address. Publisher is exclusively responsible for approving and updating his /her/its contact details in TECHIDO LTD's system. All correspondence and notices sent according to the contact details in TECHIDO LTD's system shall be deemed to be duly sent. (b) As all notifications to Publisher will be sent electronically, it is the Publisher's responsibility to monitor and respond to such messages. (C) Publisher must use its own website and identity in the sign-up process and may not assume a false or another person's or entity's identity or place Advertiser paid links on a site without authorization. Publisher must use an e-mail/password combination to access its account, and it is Publisher's responsibility to keep this information confidential. Publisher may change this information inside the member account area if necessary. Publisher is solely responsible for any and all use of its TECHIDO LTD account, including authorization granted to any other person or entity that may use its account. (D) For information about TECHIDO LTD data protection practices, please read our privacy policy at TECHIDO LTD.com website. Publisher undertakes to comply with TECHIDO LTD's privacy policy, as may be amended from time to time with respect to any data provided by the Publisher. Applicable Codes and Code Maintenance – in order to enable TECHIDO LTD to track and record Visitors' transactions resulting from clicks on Links to Advertisers promoted by the Publisher, the Publisher must include and maintain the Tracking Code within the Advertiser's links. All Advertiser links and advertisements ("Ad Content") must be in a Marketing Service compatible format. E) The Publisher shall be responsible for all usage and activity on its account and for loss, theft or unauthorized disclosure of its password (other than through TECHIDO LTD's negligent or willful conduct or omission). The Publisher shall provide TECHIDO LTD with prompt written notification of any known or suspected unauthorized use of its account or breach of the security of its account. (F) Publisher shall be fully responsible for the acts of its agents, subcontractors and/or any other third party service providers which are engaged by it in connection with the Service. Without derogating from the aforesaid, Publisher undertakes that all such agents, subcontractors and/or any other third party service providers which are engaged by it in connection with the Service will be subject to obligations in content at least as protective as the provisions hereof.

7. PROPRIETARY RIGHTS (a) For each Advertiser's Offer for which the Publisher has been accepted, the Advertiser grants the Publisher the right to display and link to the Advertiser's website or website content in accordance with the Advertiser's Offer terms for the limited purposes of promoting the Advertiser's Offer, subject to the terms and conditions of this Agreement. It is agreed between TECHIDO LTD and Publisher that TECHIDO LTD owns all rights in and to all information regarding the visitors the Publisher refers to Advertisers through TECHIDO LTD. (b) The Publisher authorizes TECHIDO LTD to utilize the Publisher's trademarks, service marks, tradenames, and/or copyrighted material that the Publisher provides to TECHIDO LTD through the Publisher Account in order to promote the Publisher's participation in the Marketing Services. (c) The Publisher agrees that its use of any TECHIDO LTD websites (such as www.techidomedia.com), trademarks, service marks, tradenames, and/or URLs is subject to the license and terms of use that are available from such website ("Terms of Use"). The Publisher undertakes not to adopt or use in any manner any trademarks, service marks, tradenames, and/or URLs that are the same, confusingly similar to, or are combined with those of TECHIDO LTD. (d) All proprietary rights of Advertisers, the Publisher, and TECHIDO LTD, and all goodwill

arising as a result of such rights, inure to the benefit of their owner. The Publisher acknowledges that it obtains no proprietary rights in TECHIDO LTD's trademarks, service marks, tradenames, URLs, copyrighted material, patents, and patent applications as those shall remain the sole and exclusive property of TECHIDO LTD and its respective licensors. 8. CONFIDENTIALITY (a) The Publisher or TECHIDO LTD may provide the other with information that is confidential and to which that party or a third party has proprietary rights, as designated by the disclosing party or that may be reasonably understood to be subject to propriety rights and/or confidential ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, and an effort no less than it uses to protect its own confidential information, to maintain the confidentiality and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third party without restriction on use or disclosure, and without breach of this Agreement or any other agreement, and without knowledge by the receiving party of any breach of fiduciary duty, or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, the Publisher must destroy or return to TECHIDO LTD any Confidential Information provided by TECHIDO LTD to the Publisher under this Agreement. (b) The Publisher agrees that TECHIDO LTD may, provide its Advertisers and/or its partners and/or any other applicable third party Your email address(es) and basic Publisher Account details (including but not limited to the Publisher address, phone and fax number, website name, the date the website or subscription email first entered into operation, and visitor demographics) to Advertisers. TECHIDO LTD may provide its Advertisers and/or its partners and/or any other applicable third party any and all Visitor, Transaction and/or Tracking Code data to the Advertiser to which the Publisher referred such Visitor, and to any third party in TECHIDO LTD's sole discretion, including but not limited to all regulatory, legislative and judicial bodies, and pursuant to allegations and claims of proprietary rights infringement. TECHIDO LTD reserves the right to be able to utilize Tracking Code data provided to it, which may include information about the Publisher performance statistics, to analyze Marketing Service trends, monitor Marketing Service efficiencies, maintain the integrity of the tracking code, promote Marketing Service capabilities and efficiencies, and promote the Publisher and its Web performance to Advertisers. 9. TERM AND TERMINATION OF AGREEMENT (a) Term – This Agreement shall commence upon the Publisher's indication that it has accepted this Agreement in providing the required information and shall remain in force until terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon two (2) days advance notice. TECHIDO LTD reserves the right to terminate this Agreement and the Publisher's right to use or receive any services or benefits including residuals relating to Service and/or Offers forthwith if the Publisher breaches any term of the Agreement, as determined by TECHIDO LTD. The Publisher Account may be deactivated during investigation of breach of this Agreement. If this Agreement is terminated due to a breach on the part of the Publisher, the Publisher shall not be eligible to enter into Agreement with TECHIDO LTD, and any attempt to do so shall be null and void. (b) Termination by Advertiser – An Advertiser may suspend and/or terminate its engagement with the Publisher and/or any one of the Publisher websites and/or the Publisher's ability to use a promotional method with respect to any Advertiser's Offer for any

or no reason, upon two (2) days written notice with effect from the 3rd day. (c) Termination or deactivation by TECHIDO LTD – TECHIDO LTD may terminate its engagement with the Publisher, one of the Publisher websites, and/or Publisher’s use of a promotional method, with respect to any Advertiser’s Offer, at any time in TECHIDO LTD’s sole discretion. TECHIDO LTD may temporarily deactivate or terminate the Publisher Account if: (i) the Publisher or the Publisher’s agent are responsible for the improper functioning of Ad Content, or if the Publisher otherwise interferes with and/or fails to maintain the Tracking Code; (ii) the Publisher Account has not been logged into and/or there have not been any transactions credited to the Publisher Account for any 30 day period; (iii) a third party (including an TECHIDO LTD Advertiser) disputes the Publisher’s right to use any Link, domain name, trademark, service mark, trade dress, or right to offer any service or goods offered on the Publisher website, or any of the Publisher’s promotional means. Upon termination of this Agreement, or in case of deactivation of the Publisher’s account, the Publisher shall no longer accrue Payouts, including but not limited to subsequent sales and/or leads for click-throughs that occurred prior to termination. (d) Post-termination – Upon termination of this Agreement, except for termination due to a breach by the Publisher, any outstanding payments, based upon actual collection, shall be paid by TECHIDO LTD to the Publisher within the standard timeframe as mentioned in section (a)). Any outstanding debit balance shall be paid by the Publisher to TECHIDO LTD within thirty (30) days of termination of this agreement. Provisions of this Agreement that by their nature and context are intended to survive the termination of this agreement shall survive its termination to the extent, and as long as it is necessary to preserve a party’s rights under this Agreement that accrued prior to termination. All representations and warranties made by Publisher and all remedies available to TECHIDO LTD will survive the termination of this Agreement. 10. Publisher Representations and Warranties. (a) Accurate, up-to-date Information- Publisher agrees to provide TECHIDO LTD and Advertiser with accurate information about its promotional methods, and to maintain an up-to-date information (such as contact information, websites used, etc.). Publisher undertakes to accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary. Some promotional methods will be designated by the system as “special”. Special Offers are linked to promotional methods and practices that are considered unique and require manual approval and acceptance by the Advertiser. TECHIDO LTD reserves the right to define any offer as special. (b) Use of Links. Publisher represents and warrants that all promotional means used by it will not contain objectionable content (including but not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and that the Publisher will not mislead others. Publisher agrees to: (i) use ethical and legal business practices, (ii) comply with the applicable Offer terms, as may update from time to time and this Agreement, (iii) maintain a privacy policy on its website and for any non-website based promotional method made available to Visitors. Such privacy policy must comply with all laws and regulations regarding the privacy of Visitor information, be commercially reasonable, and fully and accurately disclose the Publisher’s collection and use of Visitors. TECHIDO LTD may deem certain promotional activities inappropriate and a decision regarding a material breach of this Agreement is in TECHIDO LTD’s sole discretion. TECHIDO LTD reserves the right to review Publisher’s conduct, and any suspected fraudulent, abusive or otherwise illegal content or activity by the Publisher through

promotional methods, or that is perpetrated through use of the Service. Any of the aforesaid actions constitute grounds for immediate termination of this Agreement or deactivation of the Publisher's account. (c) Promotional Methods. Publisher represents and warrants that it will not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial emails, or otherwise fail to comply with any applicable laws and/ or regulations that govern email marketing and/or communications including without limitation the most updated CAN-SPAM Act of 2003. (d) Personally Identifiable Information of Visitors. Publisher represents and warrants that it will not enable the Tracking Code to collect personally identifiable information of Visitors in violation of any applicable privacy protection laws and regulations. In the event that Publisher engages in any information collection from users it must represent and warrant that such information collection is conducted in accordance with all applicable laws and regulations, including, provision of all required user notifications, obtaining any necessary consents and approvals prior to such information collection. Any provision and/or disclosure of such information to TECHIDO LTD, to the extent applicable, shall be made only in accordance with the foregoing. (e) To the extent required pursuant to any applicable law and without derogating from Section 10(e) the Publisher undertakes to notify any user whose data is transferred about: (i) the identity of its data controller and of its representative, if any; (ii) the purposes of the processing for which the data is intended; (iii) the recipients or categories of recipients of the data; (iv) whether completing a form is obligatory or voluntary, as well as the possible consequences of failure to complete; (v) the existence of the right of access to and the right to rectify the data concerning such user; (vi) to whom the data will be transferred; (vii) the purposes of the transfer and that the data may be processed at various countries; (viii) that adequate level of data protection is safeguarded by contractual measures and a brief description of such measures; and (ix) the affirmative consent of the user to the transfer of such user's data. (f) Publisher represents and warrants that: (i) it has all appropriate authority to operate, and the authority to any and all content on the Publisher's website(s); (ii) it has all appropriate authority in any promotional method the Publisher may choose to use; (iii) Publisher's website(s) and Publisher's promotional methods do not and will not infringe a third party's proprietary rights; and (iv) it shall remain solely responsible for any and all websites owned and/or operated by the Publisher and all of the Publisher's promotional methods

11. NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES, AND TECHIDO LTD HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, LEGITIMACY OF TRAFFIC.

12. LIMITATION OF LIABILITY IN NO EVENT WILL TECHIDO LTD BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER TECHIDO LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED IN THE PARAGRAPH DESCRIBING

SERVICES PROVIDED TO ADVERTISERS, TECHIDO LTD'S LIABILITY TO PUBLISHERS OR ANY THIRD PARTIES IN ANY AND ALL CIRCUMSTANCE IS LIMITED TO THE OUTSTANDING BALANCE DEPOSITED OR ACCRUED AS AN ACTIVE TECHIDO LTD MEMBER MINUS TRANSACTION PAYOUTS (I.E. AMOUNTS PAID TO PUBLISHERS FOR TRAFFIC SENT TO AN ADVERTISER) AND TECHIDO LTD SERVICE CHARGE(S). THIS LIMITATION OF LIABILITY IS APPLICABLE TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. TECHIDO LTD does not endorse or approve or make any inquiry about any products or services offered by an Advertiser or Publisher. Further, TECHIDO LTD does not investigate or conduct any inquiry as to the legitimacy, financial ability, actual existence or any other matter concerning any Advertiser or Publisher.

13. INDEMNIFICATION AND REMEDIES

(a) Publisher agrees to indemnify, defend, and hold harmless TECHIDO LTD and its Advertisers directors, officers, employees and agents from, for and against any and all liability, claims, costs, expenses, injuries, and losses, including reasonable attorneys' fees and costs arising directly or indirectly out of any disputes between the Publisher and any other party relating to this Agreement or services provided by TECHIDO LTD. (b) Remedies for Violations. TECHIDO LTD reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including but not limited to the right to block and/or discontinue the Service.

14. MISCELLANEOUS (a) Applicability – This Agreement, including all attachments which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Applicable sections shall survive expiration or early termination of this Agreement. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. TECHIDO LTD reserves the right to make changes to this Agreement and/or amend the TECHIDO LTD Service as needed, at any time, and any such change or amendment shall take effect on the date specified in the amendment and any accompanying notification. The Publisher is responsible for checking back frequently for any revisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement. In addition to terms that are negotiated and documented separately from this Agreement, terms that are automatically generated through the interactive use of the TECHIDO LTD website Advertiser interface are explicitly bound by this Agreement.

(b) Notices – Except as provided elsewhere herein, both parties must send all notices relating to this Agreement in writing via overnight mail or facsimile: (i) to TECHIDO LTD at Yosef Karo 14 Tel Aviv, Israel and, (ii) to Publisher, at the address or facsimile number listed on the Publisher Account. Notices shall be effective upon a facsimile confirmation, the notified party's actual receipt (or refusal to accept to receipt, if applicable), or five (5) days after the date of mailing. (c) Relationship of the Parties – Publisher and TECHIDO LTD are independent

contractors, and nothing in this Agreement will create any joint venture, agency, franchise, sales representative, or employment relationship between the parties. Publisher has no authority to make or accept any offers or representations on behalf of TECHIDO LTD. Publisher will not make any statement, on its website or otherwise, that reasonably would contradict anything in this section. 15. Governing Law If any dispute arising in connection with the performance of this Agreement shall not be amicably resolved, such dispute shall be exclusively resolved in the competent court of Tel Aviv. 16. Service Modifications/Changes – TECHIDO LTD reserves the right to make changes to this Agreement and/or amend the TECHIDO LTD service as needed, at any time, and any such change or amendment shall take effect on the date specified in the amendment and any accompanying notification. You are responsible for keeping updated with any amendments to this Agreement. In the event a Publisher disagrees with the proposed modification, such Publisher may terminate its activity in accordance with the terms set forth herein. 16. TECHIDO LTD shall be entitled to freely assign any of its rights and obligations in connection with this Agreement or any subsequent business activity to any of its subsidiaries and/or affiliated companies.

Confidentiality

Except as otherwise provided in this Agreement or with the consent of TECHIDO LTD., you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

In the event that Publisher whether without anyone else's input or through its outsiders furnish TECHIDO. with any Personal Data as characterized under General Data Protection Regulation ("GDPR") for clients

situated in EEA, Publisher will as the Controller execute a significant information security understanding for setting out the terms of Processing (accordingly terms are characterized under GDPR) by TECHIDO. The distributor might guarantee that neither Publisher nor its outsiders including Advertisers should share any EEA client Personal Data with TECHIDO but to the degree, such an information security assertion has been executed.

If You are a GDPR compliant Demand Partner/Publisher, you agree to accept the terms of TECHIDO's Data Protection Segment as set out in "<http://techidomedia.com/terms-and-conditions.pdf>" where you are receiving EEA user Personal Data as defined under GDPR from TECHIDO. Where you intend to share any EEA user Personal Data as defined under GDPR with TECHIDO/Media Company, please share your data protection agreement with us for review. You agree not to share any EEA user Personal Data with TECHIDO except where such a data protection agreement has been executed.

Effective Date of Data Protection May 25, 2018

We refer to the Publisher Terms located at <http://techidomedia.com/terms-and-conditions.pdf> ("Agreement") which You have accepted to avail TECHIDO's advertising services as a publisher (referred as "You" or "Publisher").

Until 25 May 2018, the Data Protection Act 1998 (the "DPA") is the key piece of legislation governing data protection. The General Data Protection Regulation (the "GDPR"), is a new piece of legislation which will largely supersede the DPA on 25 May 2018. The GDPR will then apply to the processing that is carried out under the Agreement for any Personal Data related to Data Subjects in the European Union ("EU").

The GDPR requires data processing contracts – such as the Agreement – to contain additional provisions regulating the processing Personal Data of Data Subjects based on EU. Therefore, the parties agree to add the data protection Segment, set out below to the Agreement with effect from 25 May 2018 (the "Variation Date"). These terms of the data protection Segment shall be deemed to be incorporated within the Agreement.

This data protection Segment makes reference to the "Model Contract Clauses", produced by the European Commission, which are incorporated into this data protection Segment as if they had been set out in full. The full legal name for the Model Contract Clauses is: "The EU-controller to Non-EU/EEA processor model contractual clauses annexed to European Commission Decision C(2010)".