

TERMS AND CONDITIONS OF PLACEMENT MONETIZATION

1. GENERAL PROVISIONS

The Agreement comes into force and is binding the Parties from the date of acceptance (the “**Effective Date**”) by Foreshop Holdings Ltd. (“**Foreshop**”) of the registration process of the Publisher via an interactive form available at the Foreshop website (the “**Registration Process**”). The technical solutions applied by Foreshop provide the Publisher with the possibility of detection and correction of errors in the data introduced to the form as well as convenient access to the Terms and Conditions.

These Terms and Conditions shall apply to all Publishers who are in cooperation with Foreshop, unless Parties agreed otherwise by separate agreement. Any other terms and conditions or other regulations or price sheets used by the Publisher shall not be applicable to Publisher’s cooperation with Foreshop.

The technical condition necessary to commence the cooperation of the Parties under the Agreement in the optimum scope and quality is the Publisher’s unlimited access to the Internet network and to a user’s telecommunications device compatible with the latest version of a popular Internet browser.

2. DEFINITIONS

Unless otherwise explicitly reserved, the terms hereinafter have the meaning, as follows:

Ban: Banning the Website from the possibility of Advertisement broadcast under the Agreement.

eCPM: The factor which measures Foreshop action effectiveness in Placements, i.e. the rate obtained by Foreshop for the sale of 1000 Advertisement views.

Number of Advertisement Views: The number of single broadcasts of the Advertisement within Placement(s) on the user’s devices.

Incorrect Traffic: Each form of Internet traffic within the framework of the Website that is invoked in an artificial manner, such as: (i) performed with any technique, artificial increase in the Number of Advertisement Views including, among others, the use of browsers with automatic respawn, the practice of automatic redirecting of users, the use of blind text links, misleading links, forced clicks, placement of network tags (website designation in the Internet) on blank Internet pages, etc.; or (ii) actions of spam nature, actions contrary to the regulations, and other principles applied by RTB Platform operators.

Settlement Period: A calendar month or another period set by the Parties.

Publisher’s Panel: An online application rendered available by Foreshop to the Publisher, used for the settlement and invoicing of Placement monetization results.

Insights: An online application rendered available by Foreshop to the Publisher, used for the Placement monetization reporting.

Partners: Entities other than RTB Platforms that commission Foreshop to broadcast Advertisements on the Website.

Placements: Advertising areas on the Website which are operated by Foreshop under the provisions of the Agreement.

RTB Platforms: Technological platforms, managed by third parties (Google and others), intended for the optimization and automated sale as well as for broadcast Advertisements.

Privacy Policy: A set of provisions defining the methods of collection, processing, and securing of data used by Foreshop in connection with provisions under the Agreement.

Revenue: Net value of provisions due to the issue of Advertisements within Placements, achieved in the Settlement Period as a result of Foreshop's management in relation to cooperation with Platform RTB operators or with Partners after deduction of technological costs.

Terms and Conditions: A set of provisions falling under this document, which settle the Parties' rights and obligations in connection with the Agreement.

Advertisements: Any graphic, text, or multimedia units of advertising or promotional nature intended for broadcast on the Website in any format adjusted to technological requirements of Placements.

Website: An Internet and/or mobile website (or websites) of the Publisher, run at the URL address (or addresses) indicated by Publisher through Registration Process.

Parties: The Publisher and Foreshop considered jointly as Parties to the Agreement or as entities mutually or jointly obliged under the Terms and Conditions.

Agreement: Entire of the provisions set forth in the Terms and Conditions and any additional document defining the rights and obligations of the Parties.

Publisher: the Party to the Agreement who provides the Placement(s) for monetization.

Foreshop: "FORESHOP HOLDINGS LTD." of Raoul Wallenberg Street No._____, Tel Aviv-Yafo, Israel.

3. SUBJECT OF THE AGREEMENT

Subject to the terms and conditions set forth in the Agreement, the Publisher undertakes, in exchange for the payment of agreed remuneration, to lease the Placement(s) to Foreshop exclusively within the programmatic advertising model in order to its/theirs monetization.

The number, type and localization of the Placements provided by the Publisher to Foreshop will be determined by the Parties in the working mode.

4. FORESHOP OBLIGATIONS

Foreshop undertakes and agrees to:

- 1) act in accordance with its best knowledge and to the extent of the competences held in order to maximize Revenues obtained on account of Placement's management on the Website;
- 2) provide the Publisher with access to Insights;
- 3) generate in Insights information concerning the Placement(s) managed by Foreshop, including information:
 - a) on the Number of Advertisement Views;
 - b) on the eCPM amount – collectively and by division into particular Placements;
 - c) on the amount of the remuneration due to the Publisher;
- 4) settle in timely manner with the Publisher for provided Placements;
- 5) remove immediately technical errors attributable to Foreshop precluding the provisions under the Agreement.

5. PUBLISHER'S OBLIGATIONS

The Publisher undertakes and agrees to:

- 1) provide Foreshop with continued and uninterrupted access to Placement(s) throughout the entire term of the Agreement;
- 2) provide Foreshop place on the Website within three working days from the Effective Date Advertisement induction codes that count the Number of Advertisement Views and remain the codes unremoved or unchanged;
- 3) remain Placements unchanged or unremoved, including its specific localization on the Website, its visibility and uncovered by other advertising forms;
- 4) withhold from Incorrect Traffic practices and prevent from such practices on the Website resulting from acts or omissions of third parties;
- 5) withhold from practices which may result in imposing a Ban on the Website and, while operating the Website, comply with the provisions set forth in regulations and principles of RTB Platform functioning, in particular the principles of "Google Policy";
- 6) inform Foreshop – at least three days in advance – of each change on the Website, which may impact on the performance of the Agreement in particular about the change to the Website layout and technological changes, including the changes implemented to the HTML documents containing Advertisements, and impact on the localization and functionality of Placements;
- 7) inform Foreshop of undertaking with other entities the cooperation in relation of the Website advertising space management, including broadcast of Advertisements on the Website;
- 8) inform Foreshop – at least three days in advance – of acts which may impact on significant – i.e. more than 30% – change of the Number of Advertisement Views;

- 9) refrain from using any other tools offered by Google for monetization in relation to the Placements leased by Foreshop;
- 10) refrain from refreshing Advertisements displayed as a result of management of the Placements by Foreshop without Foreshop's explicit permission.
- 11) remove the codes referred to in point 2) above at the request of Foreshop, within three business days of the submission of such request by Foreshop through communication in Insights or via e-mail used by the Publisher to communicate with Foreshop. The Publisher acknowledges that failure to remove the codes within the specified time limit may result in damage to Foreshop.

6. AFFILIATE PROGRAM.

Foreshop may, at its sole and absolute discretion, run referrals/affiliate programs ("**Affiliate Programs**") for select partners and publishers ("**Affiliates**"). Foreshop reserves the right to select and extend the Affiliate Program to publishers and/or partners based on its sole discretion. The Affiliate Programs may be time bound and Foreshop shall have the sole discretion to withdraw any Affiliate Programs at any time without any prior notice.

6.1 The following guidelines will be applicable for all Affiliate Programs:

- Foreshop reserves the right to deny, refuse, or revoke participation of any Affiliate or the inclusion of any site referred to by an Affiliate, in the Program at any time in Foreshop's sole discretion.
- It is the Affiliate's responsibility to ensure that the referrals sign up with Foreshop using/clicking on their unique tracking URL provided by Foreshop. Attribution of the referrals to an Affiliate shall be based solely on Foreshop's tracking systems.
- Affiliates shall not refer sites that they own in full or in part.
- Affiliates shall not promote the "tagged" referral links via certain forms of indiscriminate advertising, commonly referred to as "spamming". Affiliates shall not obligate, or pressurize any third party (including End Users) to visit or sign up on the Foreshop website.

Foreshop reserves the right at its sole discretion to modify the foregoing rules with respect to the Affiliate Program at any time. Foreshop reserves the right to take action against any person or entity that does not conform to these rules.

6.2 **Payment Policies.** All payments due to Publishers and/or Affiliates on our program will be made on a net 45 basis for accounts that have accrued at least \$100 or more in earnings. For example, if the Publisher's unpaid earnings exceed \$100 in March, the Publisher will receive the payment by the 15th in May. Payments are made via PayPal or Wire Transfer. Foreshop reserves the right to withhold any payments due to the Publisher and/or seek a refund of monies already paid to the Publisher as a result of any non-compliance of any of our policies.

Foreshop will only process payments of Publishers that have provided complete payment details by the 15th of the month where a payment is due. Payments of

Publishers that have not provided complete payment details by the 15th shall be processed in the next applicable payout cycle.

ForeShop shares 80% of the revenue we receive from our advertisers with our Publishers.

The revenue displayed on the dashboard is the net income for the Publisher, after ForeShop's 20% share is being cleared, and before invalid traffic deduction or any taxes which may accrue on Publisher's income depending on their location.

6.3 Affiliate Program Payments

- 6.3.1 Affiliates understand and acknowledge that all reports and records contained in the reporting dashboard are for reference purposes only and that all data contained therein may not be current or accurate at the time of Affiliate's review. The data contained in the reporting dashboard is subject to adjustments at any time by Foreshop at its sole discretion.
- 6.3.2 Foreshop reserves the right to change or modify the methodology for calculating the affiliate payments due to Affiliate at any time at their sole discretion and/or correct any reporting errors.
- 6.3.3 Foreshop shall not be liable for any payment to Affiliate for any Site that is found to generate fraudulent impressions by any person, bot, automated program or similar device or for fraudulent clicks similarly generated on Foreshop's ads, as determined by Foreshop. Foreshop reserves the right to suspend any Publisher referred to Foreshop by an Affiliate and consequently, withhold payment or seek a refund of any affiliate payment to be made to Affiliate in the event the Publisher referred to by the Affiliate is found to be fraudulent or violating any of Foreshop's Terms and Conditions.

7. PARTIES COOPERATION

The Publisher undertakes and agrees to use best endeavours to maintain or increase the starting Number of Advertisement Views made via the RTB Platform, as declared in the Registration Process, throughout the entire term of the Agreement.

In the event of the report of breach of applicable legal regulations referred to the Advertisement, Foreshop shall be obliged to take immediate and reasonable measures, upon substantive analysis of the report, in order to block or change the Advertisement.

The Publisher is entitled to request from Foreshop via e-mail for termination of broadcast of any Advertisement placed on the Website which is properly identified. In such case Foreshop shall be obliged to prevent the access of the indicated Advertisement to the Website within three working days after receipt of the

request. The request hereinabove may only relate to Advertisements which breach applicable legal regulations or the terms of “Google Policy” or equivalent.

Foreshop undertakes and agrees withhold from broadcast Advertisements referring to entities of who the Publisher raised an explicit objection against their Advertisements on the Website. The list of entities shall be served upon Foreshop during the Registration Process by the Publisher. Any amendments to the list of entities hereinabove requires the Foreshop consent granted in working mode. The provisions of item 3 of this clause shall be applied respectively.

8. REPORTING AND SETTLEMENTS

The amount of the remuneration due to the Publisher for the lease of Placement(s) paid by Foreshop under the Agreement will be established through the Registration Process.

The Revenue shall be settled in accordance with the information related to each Settlement Period that is generated automatically by Publisher’s Panel and further verified and authorized by Foreshop. The information hereinabove will be presented to the Publisher by Foreshop within five working days upon the completion of the Settlement Period. Foreshop shall provide the Publisher with information via Publisher’s Panel and – upon the Publisher’s request –serve the information upon

the Publisher on the e-mail address indicated through the Registration Process. The information hereinabove constitutes the grounds for the issue of the invoice for Foreshop by the Publisher for the remuneration due for a given Settlement Period.

Foreshop declares that reported Revenues shall be in compliance with the actual status presented in the information reported to Foreshop by the RTB Platforms and Partners.

Foreshop shall be entitled to make the adjustment of the settlement of the Revenue amount due for the Settlement Period and, as a consequence, the adjustment of the amount of remuneration due to the Publisher, in case of making a relevant adjustment of the settlements between the entity managing and RTB Platform or the Partner with Foreshop for such a Settlement Period.

Foreshop explicit consent for the issue and delivery of invoices via e-mail to the address indicated through the Registration Processor by means of making it available at Publisher's Panel.

In case of the Publisher's breach of obligations set forth in the Terms and Conditions, the Publisher shall not be entitled to remuneration, in relation to the Advertisements under the breach hereinabove. In addition, in each case of such a breach, the Publisher will be required to pay Foreshop a compensation in the amount of the entire benefits that Foreshop would receive from Placement monetization, if the breach had not occurred.

The currency of remuneration shall be defined through the Registration Process. The payment term in relation to the Publisher's remuneration determined on the basis of the Revenue earned on the basis of cooperation with: (i) RTB platforms managed by Google shall be 45 days; (ii) Partners and RTB platforms managed by entities other than Google shall be 45 days. The payment term shall commence from the date of service of the invoice upon the Foreshop's e-mail address indicated to Publisher.

The Publisher is obligated to deliver to Foreshop a valid Publisher's tax residence certificate together with the first invoice issued by the Publisher at the latest. In case the tax residence certificate expires, the Publisher undertakes to deliver to Foreshop another valid tax residence certificate together with the first invoice issued after the expiration of the previous tax residence certificate.

In the event that Foreshop, in accordance with the applicable principles of cooperation, does not receive from the entity managing the RTB Platform or the Partner the Revenue within 60 days from the date when it becomes due;

- 1) Foreshop may require the Publisher to return such part of the remuneration which the Publisher has obtained on the basis of the Revenue settlements and which Foreshop did not receive, if the Publisher's remuneration has been paid by Foreshop in advance;
- 2) Foreshop may retain that part of the Publisher's remuneration, which should be paid to the Publisher in respect of the Revenue that Foreshop has not received, if the Publisher's remuneration has not been paid by Foreshop in advance;

- 3) Foreshop may require the Publisher to pay the amount of remuneration Foreshop should receive in relation to the Revenue that Foreshop has not received;
- 4) Foreshop is entitled to set off claims against the Publisher indicated in points 1) – 3) above with the Publisher's claims against Foreshop regarding remuneration under this Agreement.
- 5) The Publisher shall be entitled, to the extent that Foreshop exercised the rights indicated in points 1) – 4) above, to directly seek claims against a given managing entity of the RTB Platform or Partner in relation to the benefits not obtained by the Publisher in respect of the Revenue that has not been received by Foreshop, and the Publisher's claims against Foreshop in this regard expire.

9. LIABILITY TERMS AND CONDITIONS

Foreshop shall not be held liable for the breach of any third parties' rights and for the breach of applicable legal regulations in connection with the Publisher's activity – including in connection with the content of the Website.

Foreshop shall not be held liable for interruptions in broadcast of Advertisements caused by reasons not attributable to Foreshop, in particular such as: strikes, natural disasters, telecommunications network failures, third parties' deviations having impact on the performance of the Placement monetization.

Foreshop shall be entitled to suspend temporarily the broadcast of Advertisements for technical reasons. Foreshop shall use reasonable endeavours to exercise such suspensions..

In case of questions, suggestions, and possible comments regarding the Placement monetization availability or quality, the Publisher may contact the Foreshop representative via e-mail, sending a complaint to the following e-mail address: Support@foremedia.net.

The Parties' liability of statutory warranty and loss of profits shall be excluded.

In the event of the breach of applicable legal regulations or provisions of the Agreement by the Publisher, the Publisher undertakes and agrees to satisfy, at its own cost, any claims of third parties on account of the breach of such persons' rights as a result of the breach of applicable legal regulations or the provisions of the Agreement, and if as a result of the foregoing, Foreshop or a third party is obliged to pay a compensation or a financial penalty, under a legally binding judgement or decisions of a competent authority, in the event of satisfaction of such claims by Foreshop or adjudicating from Foreshop or imposing a financial penalty on Foreshop

– the Publisher undertakes and agrees to immediately reimburse, on recourse basis, upon the Foreshop request, the amount of all the claims, penalties, or compensations covered, and any related expenses, including the costs of court, administration, arbitration, or reconciliation proceedings. The Publisher, moreover, undertakes and agrees to enter, at its own cost and at the request of Foreshop or any

competent authority, any court, administration, or out-of-court proceedings pending with the participation of Foreshop and resulting from circumstances mentioned in the preceding sentence. Furthermore, the Publisher undertakes and agrees to provide Foreshop with any necessary documents aimed at the defense of Foreshop rights in negotiations or in court, administration, or out-of-court proceedings pending with the participation of Foreshop.

The Publisher is obligated to pay Foreshop a contractual penalty of 1% of remuneration due to the Publisher, determined for the Settlement Period preceding the submission of Foreshop's request for the performance of the Publisher's for each day of delay in its performance. Foreshop is entitled to seek compensation from the Publisher in excess of the reserved contractual penalty.

10. **EXCLUSIVITY**

During the term of the Agreement, Foreshop is entitled to manage exclusively of Placements in the field of advertising in the programmatic model. In relation to the above, the Publisher undertakes, during the term of the Agreement, withhold from granting access the Website advertising space to third parties on the basis of any legal title in order to manage the broadcast of Advertisements on the Website in the programmatic model, unless the Parties agreed otherwise in the working mode.

In the event of a breach by the Publisher of the obligations set out above, the Publisher shall pay Foreshop liquidated damages of 30 % (in words: thirty percent) Revenue obtained in the Settlement Period preceding the breach. The payment of liquidated damages will not exclude claims for damages exceeding the liquidated damages.

11. **CONFIDENTIALITY**

Each Party undertakes and agrees not to disclose any information rendered available, transferred or obtained otherwise, in connection with negotiations, execution, and implementation of the Agreement, in particular organizational and technological information concerning the other Party as well as commercial conditions on which the Parties concluded the Agreement ("**Confidential Information**"). The confidentiality obligation remains for a period of 3 years from obtaining given Confidential Information, irrespective of dissolution (i.e. termination, expiration) of the Agreement.

Each Party undertakes and agrees that any Confidential Information transferred and disclosed by the other Party shall be used exclusively for purposes connected with the implementation of the Agreement and that it shall not be transferred or disclosed to any third party without explicit, prior consent of the other Party expressed in the written form.

The confidentiality obligation shall not comprise: (i) information which is commonly known; (ii) information which was known to the Party prior to the disclosure thereof

by the other Party, whereas the fact of knowing it before disclosure should be demonstrated; or (iii) information obtained from authorized third parties without the confidentiality obligation.

Each Party shall be exempt from the confidentiality obligation relating to Confidential Information in the event if the obligation to disclose thereof results from absolutely applicable legal regulations. In each case the disclosing Party shall be obliged to, if possible due to absolutely applicable legal regulations: (i) immediately inform the other Party about the obligation to disclose Confidential Information to persons with respect to whom the disclosure is to occur or occurred; (ii) disclose only such a part of Confidential Information which is required under the law; and (iii) take up any possible actions in order to ensure that the Confidential Information disclosed is treated in a confidential manner and used only for purposes substantiated with the objective of disclosure.

12. OWNERSHIP

Foreshop is the sole owner of any and all intellectual property rights associated with the Services herein. Foreshop retains all rights, title and interest, including any and all intellectual property rights in and to any materials created, developed or provided by Foreshop in relation to Publisher's campaign. Foreshop reserves all rights not expressly granted herein.

13. TERM OF THE AGREEMENT

The Agreement will be in force for an indefinite period of unless the Parties will determine a definite period of time through the registration process online.

The Agreement in force for an indefinite period may be terminated by each Party with immediate effect. The statement on termination should be made in the electronic or written form to remain valid.

Foreshop shall have the right to terminate the Agreement with immediate effect and without a separate notice in case of material breach of the Agreement's provisions by the Publisher, in particular in case of occurrence of Incorrect Traffic or a Ban at the Website or the failure to comply with the provisions indicated in Section XIII of the Terms and Conditions.

In the event of occurrence of Incorrect Traffic or a Ban, and the failure to comply with the provisions indicated under the Terms and Conditions, Foreshop shall have the right to limit or block the broadcast of Advertisements on the Website and such action shall not constitute the grounds for raising any claims against Foreshop by the Publisher.

The Agreement may be terminated by either Party with immediate effect in the case of a material or repeated breach of the Agreement, Regulation or other applicable law in the field of personal data protection by other Party, subject to prior notice of non-breaching Party for providing remedy for the breach by the breaching Party

within additional period, not shorter than 7 days, and unsuccessful expiration of that period.

14. **RIGHT OF PUBLICITY**

Publisher hereby grants to Foreshop the express right to use Publisher's company name, logo and/or trademark as well as statistical information regarding cooperation such as number of Advertisement impressions, number of Advertisement Requests and Viewability in marketing, sales, and public relations materials solely to identify Publisher as a Foreshop customer and to present Website as a case study of Placement monetization. Foreshop hereby grants to Publisher the express right to use Foreshop's company name, logo and/or trademark solely to identify Foreshop as a performer of Placement monetization.

15. **FINAL PROVISIONS**

Privacy Policy constitutes an integral part of the Terms and Conditions and it is available on: <https://Foremedia.net>.

In case of the lack of information on the change of the address or other data, any correspondence sent to the address indicated through the Registration Process shall be considered served upon effectively.

Invalidity or ineffectiveness of any provision of the Contract shall not result in the invalidity or ineffectiveness of the remaining provisions.

Foreshop is entitled to amend unilaterally the content of the Terms and Conditions. Any amendments thereto shall be placed at Foremedia.net website and they shall come into force on the date of publication thereof. In the event of the amendment thereto, Foreshop shall notify the Publisher about that fact via Insights or via e-mail used by the Publisher for communication with Foreshop, and the Publisher shall have the right to raise an objection to the Foreshop e-mail address used to communicate the amendment thereto, within 10 days from the date of service the information of the amendment thereto. Raising an objection by the Publisher shall result in immediate termination of the Agreement, as of the date of raising the objection. The failure to raise the objection within the time limit set shall mean the Publisher's consent to the amendment thereto.

Disputes which may arise in connection with the performance of the Agreement shall be settled by the courts of law of Tel-Aviv, Israel.

The Agreement shall be governed by Israeli law, excluding any no-prejudice clauses which could impose the application of regulations of different law.

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