

SUBMISSION AGREEMENT

Thank you for your interest in being a part of Aniboom. Any submission of material to Aniboom Ltd. ("**Aniboom**") is subject to the terms and conditions of the agreement set forth below. Before submitting your original material described above (the "**Content**") to Aniboom, you are required to carefully read through the following Agreement in its entirety.

Acceptance of Terms

- a. Any submission of material to Aniboom will be considered full and complete acceptance of this agreement.
- b. If you accept and agree with all of the provisions of this Agreement, please initialize each page of this Agreement and confirm by signature your acceptance at its conclusion.

Copyrights and Content

1. I represent and warrant that I have all rights and title in and to Content, that (i) the Content is not copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights (ii) the Content does not contain falsehoods or misrepresentations that could damage Aniboom or any third party; (iii) the Content is not unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, or violates any law; (iv) the Content does not impersonate another person ;(v) The Content contains no virus or other coder or material that will, upon the occurrence of an event, the passage of time or otherwise, delete or alter any data or impair the operation of any computer system or any equipment or software thereon, or permit any unauthorized access to any such system, equipment or software.

2. I also represent and warrant that any use and/or exploitation thereof by Aniboom, or any third party pursuant to an engagement with Aniboom, shall not (i) be improperly derived from any copyrighted material, (ii) defame any person or violate any third party's rights, (iii) otherwise be subject to or infringe upon or misappropriate any proprietary right of any third party, or (iv) require any payment obligation or royalty of any kind to a third party.

Indemnity

4. I agree to indemnify Aniboom from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against Aniboom or incurred by Aniboom at any time in connection with Content, or any use thereof, including without limitation those arising from any breach of the warranties and representation given by me herein.

Rights

5. I retain all ownership rights to my User Submission(s), however I hereby grant Aniboom a non-exclusive, worldwide, sublicenseable and transferable license to use, copy, distribute, modify, reproduce, store, encode, create derivative works, transmit and sub-license the content in connection with the Aniboom website and Aniboom's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Aniboom website (and derivative works thereof) in any media formats and through any cross-platform media channels. I also hereby grant each user of the Aniboom website and users of websites that link to or cooperate with the Aniboom website a non-exclusive license to access the Content through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content as permitted through the functionality of the Website.

Removal of Content

6. I shall be entitled to remove the Content from the Aniboom website, at my sole discretion at any time with the exception that if the Content is submitted pursuant to a competition, I shall not be entitled to remove the Content for a period of 6 months after the termination of such competition. Without derogating from the license granted under section 5 above Aniboom will use commercially reasonable efforts to remove my Content from the Aniboom website, within a reasonable period, upon receiving my written notice of revocation, provided however that such removal and notice of revocation shall not apply to existing obligations and/or agreements to which Aniboom is a party to, which shall survive such notice of revocation and removal under the terms thereof.

Revenue Share

7. I understand and agree that I shall only be entitled to compensation by way of royalties as set forth in this section 7:

- 7.1 Aniboom shall pay me a share of Net Aniboom Revenue as follows: 30% of the Net Aniboom Revenues, if any, in connection with advertisements specifically in conjunction with the display of the Content and 15% of the Net Aniboom Revenue, if any, from licensing of the Content. Net Aniboom Revenues means Aniboom revenues less Aniboom operating costs.
- 7.2 For internet advertising revenue, where there is no conjunction with the Content, Aniboom shall pay me an amount which will be calculated by multiplying thirty percent (30%) of total advertising revenue by the fraction of: number of views of my Content divided by the total number of views of Aniboom content.
- 7.3 Reports and Timing: Royalties shall be paid on a semi-annual period basis within ninety () days from the end of each respective semi annual period and shall be calculated on a cash receipts basis and shall be converted and paid in US dollars. In the event any semi-annual payment is less than fifty US dollars (\$50), Aniboom may withhold such payment until the following semi annual payment is due. Aniboom makes no representation as to the amount of royalties that I may earn, if any. Royalties shall be payable by checks to be sent by Aniboom to the mailing address provided by me in this upon uploading the Content to the website.
- 7.4 All payments made are exclusive of taxes imposed by governmental entities of whatever kind and imposed with respect to the transactions under this Submission Agreement. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. I agree to pay all applicable taxes or charges imposed by any government entity in connection with my rights and obligations under this Submission Agreement.

Liability

8. I have retained at least one copy of content, and I release Aniboom from any and all liability for loss or other damage to the copies of content submitted to Aniboom hereunder.

9. I understand and agree that this agreement does not constitute an obligation of Aniboom to include or publish the content in their portal and/or website.

10. Without derogating from the aforesaid I hereby agree and undertake that Aniboom shall not be responsible for any reactions and/or talkbacks and/or other methods of response to be posted with regards to the content.

11. I acknowledge that I am submitting the content voluntarily and not in confidence or in trust, and that the submission of the content does not create any confidential or fiduciary relationship between me and Aniboom. The use of any part of the content by any member of the public shall not impose on Aniboom any liability to me or any other entity claiming rights from or through me.

12. I acknowledge, however, that due to the fact that Aniboom is, among other things, operating in the business of internet content and entertainment, Aniboom may have been or will be submitted with material from third parties (including its own employees) which is similar or identical to the content submitted by me and/or independently create such material and further that Aniboom may have the legal right to use such material.

Third Parties

13. Either party to this agreement may assign or license its or their rights hereunder, but such assignment or license shall not relieve such party of its or their obligations hereunder. This agreement shall come into use to the benefit of the parties hereto and their heirs, successors, representatives, assigns and licensees, and any such heir, successor, representative, assign or licensee shall be deemed a third party beneficiary under this agreement.

Termination of Agreement

14. This submission agreement cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by both parties. This submission agreement constitutes the entire agreement between Aniboom and the undersigned relating to the subject matter contained herein and terminates and supersedes all prior discussions, negotiations, and agreements between the parties.

Terminology

15. I understand that whenever the word " I" or " my" is used above, it refers to (i) me, (ii) any company affiliated with me by way of common ownership or otherwise and any company controlling me or under common control, (iii) my subsidiaries, (iv) subsidiaries of such affiliated companies, (v) any firm, person or corporation to whom I am leasing production facilities, (vi) clients of any subsidiary or affiliated company of mine, and (vii) the officers, agents, servants, employees, stockholders, clients, successors and assigns of mine, and of all such person, corporations referred to in (i) through (vi) hereof. If content is submitted by more than one person, the word "I" shall be deemed changed to "we," and this agreement will be binding jointly and severally upon all the persons so submitting Content.

16. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted shall remain in full force and effect.

Arbitration

17. This Submission Release shall be governed construed and interpreted by the laws of the state of Israel without regard to the conflicts of laws provisions therein. Any dispute arising under or in relation to this Agreement shall be resolved exclusively in the competent court for Tel Aviv-Jaffa district, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.