

Memorandum of Understanding (MOU)

April 4th, 2019

The Parties	1) An SPV held by Rainmaker Investments GmbH (hereinafter: " Rainmaker ") (alone, or together with a partner at the discretion of Rainmaker (hereinafter: " Purchaser "). Attached as an annex to this MOU is a letter by the German Private Equity investor Maxburg regarding this MOU. 2) Matomy Media Group Ltd. (hereinafter: " Matomy Israel "), Matomy UK Ltd., and Matomy Germany GmbH & Co. KG (all three jointly hereinafter: " Matomy ").
Transaction	The purchaser shall purchase all of the holdings and rights of any kind of Matomy in Team Internet AG (Hereinafter: " TI ") (all together, hereinafter: " Purchased Assets "), such that upon the execution of the envisaged transaction - effective as of January 1, 2019 - the Purchaser will be the holder of 100% of the shares of TI and the holder of all of the rights of Matomy vis-à-vis TI, including all of Matomy's rights to receive funds from TI (such as the repayment of shareholder loans (if any) and the distribution of dividend) (hereinafter: the " Purchase Transaction ").
Consideration	Upon the execution of the Purchase Transaction, the Purchaser will pay cash consideration in the amount of USD 36 million (hereinafter: the " Transaction Consideration "). The Transaction Consideration, excluding taxes (if applicable), will be first used for the full payment of the debt of Matomy Israel to its Bond holders, and the balance will be transferred to Matomy. For the avoidance of doubt, funds that Matomy has published that it is entitled to receive as a tax refund in Germany will remain attributable to Matomy.
Waiver of claims	As part of the Purchase Transaction a full and mutual waiver and exemption will be granted, including by the Bond holders to Matomy and its shareholders.
Condition Precedent	The Purchase Transaction is subject to all of the following conditions: a. Approval by Matomy and approval of the Bond holders meeting as to this MOU (including the Purchase Transaction), by and no later than April 11, 2019 (hereinafter: the " Approvals Deadline "). b. Approval of the relevant district court in Israel as to this MOU (including the Purchase Transaction), by and no later than May 1, 2019. The Purchaser shall have the right to waive this condition precedent and in such case the Purchase transaction shall not be subject to the condition in this sub-section (b). c. The performance of a due diligence regarding TI, the outcome of which must be to the full satisfaction of the Purchaser, during

	<p>one (1) month as of the Approvals Deadline (hereinafter: the “DD Deadline”).</p> <p>d. Customary approval by antitrust authority (pure formality).</p> <p>The Purchaser will have the right to extend the DD Deadline for an additional period of no more than 30 days.</p>
Comprehensive agreement	The parties will negotiate and then sign a comprehensive agreement between the parties in relation to the transaction described in this MOU, to the full satisfaction of each of the parties, until the DD Deadline (the " Comprehensive Agreement ").
Representations	The Comprehensive Agreement shall include only few representations by Matomy, including regarding the title of the Purchased Assets and comparable fundamental warranties.
Exclusivity	To remove any doubt, Matomy and the bond holders of Matomy Israel shall, except for the Negotiations with Rainmaker, refrain from conducting any kind of negotiation in connection with any disposition (including selling) of the Purchased Assets (in whole or in part), nor shall they undertake to perform any such disposition.
Negotiations Between Matomy Israel and its creditors	This MOU will not stop or delay the continued negotiations (the " Negotiations ") recently held between Matomy Israel and its creditors in an attempt to reach (1) an agreed arrangement between Matomy Israel and its bond holders; and (2) an agreement between Matomy and Rainmaker in connection with the violation of contractual undertakings by Matomy vis-à-vis Rainmaker, and in connection with a substantial financial debt of Matomy vis-à-vis Rainmaker regarding shares of TI which are held by Rainmaker. Such Negotiations will progress continuously and intensively (unless the conditions precedent abovementioned are fully satisfied).
Applicable law and jurisdiction	This MOU shall be governed by and construed in accordance with German law, provided however that the applicability of the UN Convention on Contracts for the International Sale of Goods (UN Commercial Law) is hereby excluded. The Parties hereby submit to the exclusive jurisdiction of the courts of Munich, Germany, for the determination of any disputes, differences of opinions or complaints arising from or in connection with this MOU or the implementation thereof.
Rights Reservation	Nothing contained or not contained in this MOU or in the Negotiations shall detract from or constitute a waiver of any of the rights, claims, demands, arguments or remedies of Rainmaker on any issue or matter, including but not limited to in connection with the violations of Matomy’s undertakings and for its financial debt to Rainmaker.



Rainmaker Investments GmbH

Matomy Germany GmbH & Co.KG

MATOMY UK LIMITED

MATOMY MEDIA GROUP LIMITED