

Anvara, Inc.

Terms and Conditions

Last Updated: October 1, 2026

These Terms and Conditions (these “Terms and Conditions”) govern the accessing and use of Anvara, Inc.’s (“Anvara”) website and the services (the “Services”) available through such website (together, the “Platform”), as well as the rights, obligations and remedies of Anvara and each supplier entity (a “Supplier”) and advertiser entity (an “Advertiser”) identified in a purchase order between Supplier and Advertiser that refers to, is issued in connection with, or incorporates these Terms and Conditions (“Purchase Order”). These Terms and Conditions form a legally binding contract between Supplier, Advertiser and Anvara, so please read them carefully. By accessing Anvara’s Platform in any manner, including, but not limited to, making a purchase, visiting or browsing Anvara’s Platform, registering an account or registering for marketing communications, participating in Anvara’s Platform or contributing content or other materials to the Platform, Supplier and Advertiser expressly understand, acknowledge and agree to be bound by these Terms and Conditions without modification. These Terms and Conditions, together with the Purchase Order, form the “Agreement” between Anvara, Advertiser and Supplier for the Services. If any Supplier or Advertiser does not agree with these Terms and Conditions, then such party should immediately cease using the Platform. In the event of any conflict between the terms of these Terms and Conditions and the terms set forth in a Purchase Order, the terms of these Terms and Conditions shall supersede and control. The individual completing the Platform registration hereby represents and warrants that he/she has the power and authority to legally bind the company referenced in such registration to these Terms and Conditions as a Supplier or Advertiser (as the case may be) hereunder.

If Supplier and Advertiser enter into a separate agreement in lieu of Purchase Order in the form provided by Anvara through the Platform (each, a “Separate Agreement”), the Separate Agreement will govern the provision of PO Products/Services (as defined below) as the Purchase Order as between Supplier and Advertiser, however, these Terms and Conditions will supersede and control with respect to the relationship, rights and obligations between Anvara, on the one hand, and Supplier and Advertiser, on the other hand, and such Separate Agreement shall not contradict or supersede any of these Terms and Conditions. Supplier and Advertiser acknowledge and agree that any Separate Agreement between them must be uploaded to the Platform and approved by Anvara (in its sole and absolute discretion) prior to such Separate Agreement becoming legally binding with respect to the PO Products/Services applicable to the Platform Transaction (as defined below) to which such Separate Agreement relates. Any failure by Advertiser or Supplier to comply with the foregoing requirement to obtain Anvara’s approval of a Separate Agreement shall, among other things, provide Anvara the right to exercise its remedies set forth in Section 1(e) in respect of the applicable transaction(s). References herein to the term “Purchase Order” shall, where applicable, include the term “Separate Agreement.”

Anvara, Supplier and Advertiser, intending to be legally bound, hereby agree as follows:

1. Scope of Agreement.

- a. Each Advertiser and Supplier shall be required to create an account for the company and each individual within the company who will have access to the Anvara platform must use a company email which Anvara can verify. Upon verification by Anvara, each Advertiser and Supplier shall complete the remaining steps to create its account, including designation of each company registrant as either an “Administrator” or a “Member”. “Members” shall only be permitted to send messages to Advertisers/Suppliers (as applicable) and make inquiries as

to potential transactions. “Administrators” shall have the same rights as Members, but also the right to consummate transactions, execute Purchase Orders, make payments, and collect and transfer cash proceeds. In order to access and use the Platform, you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the state and/or country you are established in and able to enter into legally binding contracts.

- b. Should Advertiser wish to enter into a Purchase Order with a given Supplier, Advertiser will provide a proposal to Supplier through the Platform stating the terms of the prospective Purchase Order. Following submission of a proposal, Advertiser shall have the right to rescind such proposal unless and until the terms are accepted by Supplier and a Purchase Order is entered into.
- c. Should Advertiser and Supplier enter into a Purchase Order, Advertiser agrees that it shall provide the Advertising Materials (as defined below) to Supplier in a timely manner such that Supplier can provide the products and/or services required by the Purchase Order (the “PO Products/Services”), and within the time-frame(s) contemplated by the Purchase Order.
- d. Should Advertiser and Supplier enter into a Purchase Order, Supplier agrees that it will provide the PO Products/Services as stated in the Purchase Order, and within the timeframe(s) contemplated by the Purchase Order. Supplier shall not provide the PO Products/Services to Advertiser unless and until the applicable Purchase Order has been executed by the parties thereto. Unless otherwise agreed in a Purchase Order (including any Separate Agreement): (i) Supplier will provide the equipment, tools, and other items required to provide the PO Products/Services at its own expense; and (ii) Supplier is providing the PO Products/Services to Advertiser on a non-exclusive basis, and Supplier may provide the same or similar services to other customers during the Term.
- e. Each: (i) potential transaction, including any proposed or executed Purchase Order, that has been made available through or initiated on the Platform (each, a “Platform Transaction”); and (ii) future transaction of the types that are or can be made available through the Platform (including, without limitation, any transaction involving advertising agreements, sponsorship agreements, media partnerships, social media promotion agreements, product placement agreements, naming rights agreements, activation agreements, signage agreements, endorsement agreements, or other agreements customary in the advertising industry, in each case regardless of how such transaction is characterized or structured) and are entered into by an Advertiser and a Supplier during the Restricted Period (as defined below), must in each case be completed and managed exclusively through the Platform (a “Platform-Initiated Relationship”). Accordingly, except as may be otherwise expressly permitted herein, you shall not enter into any agreement outside of the Platform with respect to any Platform Transaction or any Platform-Initiated Relationship during the Restricted Period. Notwithstanding the foregoing, the restrictions set forth in this Section (including the Restricted Period) shall not apply to transactions between an Advertiser and a Supplier (other than Platform Transactions) if such Advertiser and Supplier can demonstrate that they had a bona fide pre-existing relationship prior to the action that would otherwise give rise to the Restricted Period; provided, that such pre-existing relationship is evidenced by Advertiser’s and Supplier’s contemporaneous written records demonstrating either: (A) the completion of a transaction, or (B) material substantive discussions regarding such a transaction, in each case occurring within the one (1) year period immediately preceding such action and relating to one or more transactions of the type or nature referenced in clause (ii) above. If you enter into, or attempt to enter into, an agreement outside of the Platform in violation of this Section

1(e), you may be immediately barred from all further use of the Platform, and you hereby grant Anvara the right to immediately receive an amount equal to the aggregate fees, commissions and other costs that would otherwise be due and owing to Anvara if such transaction(s) had been completed via the Platform, all as determined by Anvara in its sole and absolute discretion. You will also reimburse Anvara for its costs and expenses of enforcing this Section 1(e), including, without limitation, in respect of its reasonable attorneys' fees. Each of Advertiser and Supplier further agrees to promptly notify Anvara in writing if it becomes aware of any party completing, or attempting to complete, off-Platform transaction(s) if such transaction(s) would otherwise be required to be completed on the Platform in accordance with these Terms and Conditions. For purposes hereof,

- i. "Restricted Period" shall mean, with respect to: (x) Supplier, the two (2) year period following the date of completion of the last completed Platform Transaction with the applicable Advertiser; and (y) Advertiser, the two (2) year period following the latest date on which Advertiser (A) navigated to and viewed a full listing page for a Platform Transaction posting by Supplier; (B) sent or received a message to or from Supplier through the Platform; or (C) initiated a proposal to or received a proposal from Supplier through the Platform;
- ii. The terms "Advertiser" and "Supplier" shall, as used in this Section 1(e), include each of their respective Affiliates;
- iii. "Affiliates" shall mean, with respect to any person or entity, any other person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such person or entity; and
- iv. "Control" (and its correlative terms "Controlled by" and "under common Control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through ownership of voting securities, by contract, or otherwise.

- f. Notwithstanding anything in these Terms and Conditions to the contrary, in the event Anvara is engaged by Supplier or Advertiser to assist with, and makes an Introduction (as defined below) to Advertiser or Supplier (as the case may be) in respect of, a potential transaction not involving use of the Platform (each, a "Non-Platform Transaction"), such Non-Platform Transaction shall nevertheless be treated as a Platform Transaction for purposes of these Terms and Conditions, including, without limitation, with respect to: (i) the restrictions set forth in Section 1(e) relating to future transactions between Advertiser/Supplier and such introduced party, and (ii) the "Financial Terms" set forth in Section 3 hereof. For purposes hereof, an "Introduction" means the disclosure by Anvara of the name or contact information of the introduced party or Anvara's facilitation of contact between the Supplier or Advertiser, on the one hand, and an introduced party, on the other hand, whether by phone, e-mail, text, in-person meeting, or any other means of communication.

2. Performance. Supplier's and Advertiser's performance will be governed by the Purchase Order and, if applicable, the Separate Agreement. Supplier and Advertiser acknowledge and agree that Anvara shall not, under any circumstances, be liable for the performance (or non-performance) of Supplier or Advertiser of their respective obligations under these Terms and Conditions, any Purchase Order or any Separate Agreement.

3. Financial Terms.

- a. Payment. The payment terms (including timing and milestones) applicable to any Purchase Order or Separate Agreement shall be as mutually agreed in writing between Advertiser and Supplier in such Purchase Order or Separate Agreement. Notwithstanding the foregoing, for

each payment due from Advertiser to Supplier in connection with any Purchase Order or Separate Agreement, all payments shall be processed through Anvara's Stripe Connect platform ("Payment Platform"). Advertiser shall remit the full applicable payment amount through the Payment Platform, which will allocate and distribute it as follows: (i) to Anvara's connected Stripe account, the portion of Anvara's platform service fee under the Fee Schedule (the "Anvara Fee") that is due on such payment; and (ii) to Supplier's connected Stripe account (each party's connected Stripe account, a "Connected Account"), the remainder of the payment after deduction of the Anvara Fee and any Processing Costs. Stripe processing fees and transaction costs for each payment ("Processing Costs") are deducted from Supplier's share, up to a maximum of five dollars (\$5) per payment. Anvara bears any Processing Costs above that amount. All payments shall be processed in accordance with Stripe's terms of service and the payment instructions provided through the Payment Platform, without any deductions, offsets, or other reductions by Advertiser. Supplier acknowledges and agrees that receipt of payments is subject to Supplier's completion of Stripe's onboarding and identity verification requirements for Connected Accounts, including any applicable Know Your Customer (KYC) procedures. Payments shall be initiated no later than seven (7) business days after Advertiser's receipt of a valid invoice issued through the Platform (and, if applicable, Supplier's completed IRS Form W-9), unless otherwise specified in the applicable Purchase Order or Separate Agreement. Payout timing from the Payment Platform to Supplier's Connected Account shall be subject to Stripe's standard payout schedule. Except with respect to a mutually agreed upon cash refund between Supplier and Advertiser in respect of a Platform Transaction, in which case Anvara will refund the corresponding Anvara Fee amount to Advertiser (net of any payment or transaction fees associated therewith) promptly following Supplier's remittance of its refund amount to Advertiser, all Anvara Fees paid to Anvara are non-refundable. In the event a refund, chargeback, or payment dispute initiated through the Payment Platform results in any reduction, reversal, or offset applied to any Anvara Fee amounts previously credited to Anvara's Payment Platform account (other than in respect of a mutually agreed refund in accordance with the immediately preceding sentence), Anvara reserves the right to recover all such Anvara Fee amounts from Supplier's Connected Account or from future payments due to Supplier. Unless otherwise stated in the applicable Purchase Order or Separate Agreement, Supplier shall be responsible for all costs and expenses incurred in providing the PO Products/Services and shall not be entitled to reimbursement for any such costs or expenses. To the extent a Purchase Order or Separate Agreement provides for reimbursement of costs or expenses, Supplier must obtain Advertiser's prior written approval before incurring such costs or expenses and must comply with any applicable reimbursement guidelines and documentation requirements specified by Advertiser.

- b. Fee Schedule. The fees payable by Supplier to Anvara pursuant to these Terms and Conditions, in connection with Platform Transactions and as otherwise provided herein, are set out in a fee schedule posted in Supplier's account settings on the Platform (as amended from time to time in accordance herewith, the "Fee Schedule"). Supplier can also use the calculator on that page to estimate the Anvara Fee on any deal. Anvara may amend the Fee Schedule at any time and from time to time, in its sole discretion, upon not less than fifteen (15) days' prior written notice to Supplier (the "Notice Period"). Any such amended Fee Schedule shall become effective on the fifteenth (15th) day following the date of such notice (the "Effective Date"), and shall apply solely to transactions (including, without limitation, Platform Transactions) consummated on or after the Effective Date. The Anvara Fee is calculated separately for each Purchase Order or Separate Agreement, based on its total value over its full term (including all years, installments and milestones), and is applied to each payment at the resulting effective rate. Purchase Orders and Separate Agreements are not

combined, except for any such Purchase Order(s) and/or Separate Agreement(s) that are between the same Supplier and the same Advertiser and are for the same event, placement or program (which shall be combined), regardless of whether they run at the same time or one after another (for example, several games in one season, a series of events under one program, or the same annual event the following year). A subsequent Purchase Order or Separate Agreement is combined with earlier Purchase Orders or Separate Agreements only if it is executed within twelve (12) months after the last of the earlier Purchase Order or Subsequent Agreement ends. When combined, the Fee Schedule applies to the total value of the combined Purchase Orders or Separate Agreements, so the latter agreement picks up where the prior Purchase Order(s) or Separate Agreement(s) left off. Earlier Purchase Orders and Separate Agreements count toward that total even if they were executed under a prior Fee Schedule.

- c. Taxes. Each party shall be responsible for the payment of any and all taxes incurred as a result of the fees paid to such party pursuant to this Agreement.

4. Intellectual Property.

- a. Ownership. Each party shall retain ownership of all right, title and interest to its Intellectual Property, and no right to use such Intellectual Property of another party shall be sold, licensed, transferred or otherwise pass except as otherwise set forth in these Terms and Conditions or a Purchase Order (including, if applicable, a Separate Agreement). “Intellectual Property” means current and future rights in any registered or unregistered copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, right of privacy or publicity, moral rights, and any other intellectual property rights that may exist anywhere in the world
- b. Confidential Information; Platform Feedback. All information, data, content, materials and other information of any kind that is made available through, or accessed on or via the Platform or Anvara’s website (collectively, “Platform Information”), other than, with respect to a particular party, such party’s own information, shall be deemed confidential. Each of Advertiser and Supplier agrees that it shall, and shall ensure its personnel, (i) use Platform Information solely as necessary to access and use the Platform in accordance with these Terms and Conditions, and for no other purpose, and (ii) not, directly or indirectly, reproduce, distribute, disclose, publish, transmit, display, sell, license, transfer, or otherwise make available any Platform Information, in whole or in part, to any third party without Anvara’s prior written consent. Without limiting the generality of the foregoing, neither Advertiser nor Supplier shall, nor permit any of their personnel or any third party to, engage in any data mining, data scraping, crawling, harvesting, indexing, extraction, copying, or similar automated or manual processes designed to obtain, collect, or extract Platform Information or other data from Anvara’s website or the Platform. Platform users are advised not to share non-public confidential or proprietary information in any posting on the Platform as any such information will be viewable by the Platform’s users. Anvara will use reasonable efforts to maintain the confidentiality of non-public information of Advertiser or Supplier contained in a Purchase Order issued through the Platform. Please note that any feedback, suggestions, ideas, proposals, improvements or comments sent to Anvara or provided through the use of the Platform with respect to the design, functionality or any other aspect of the Platform (collectively, “Feedback”) will be deemed non-confidential and, by submitting any such Feedback through use of the Platform or otherwise communicating such Feedback to Anvara, you are hereby granting Anvara a perpetual, irrevocable, exclusive, royalty-free, fully-paid, worldwide, transferable, sublicensable, and unrestricted license to make, use, sell, offer to

sell, modify, reproduce, transmit, display and distribute such Feedback in any manner and for any purpose whatsoever. Anvara will not use your name in connection with any such Feedback unless we first obtain permission or are otherwise required by law to do so. For the avoidance of doubt, "Feedback" shall not include any confidential business information or proprietary data of Advertiser or Supplier, whether shared through the Platform or otherwise, including, without limitation, any Advertising Materials, sponsorship assets, transaction terms, campaign data, and similar content. Any confidentiality restrictions as between Supplier and Advertiser shall be set forth in the applicable Purchase Order (including any Separate Agreement).

- c. Publicity. Anvara may use and reference Supplier's and Advertiser's name, logos, marks and the customer relationship under these Terms and Conditions in its promotional and marketing materials and activities and on its Platform. Advertiser and Supplier each grant Anvara a perpetual, irrevocable, fully paid-up, non-exclusive, royalty-free, worldwide, transferable, sublicensable, and unrestricted license to use its Intellectual Property for such purposes.
5. Supplier Representations and Warranties. Supplier represents and warrants that: (i) Supplier has and will maintain all licenses required to perform the services and provide the PO Products/Services, (ii) Supplier has the right to grant the rights and licenses granted in these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)); (iii) Supplier possesses the full right, power, and authority to enter into these Terms and Conditions and to perform its obligations hereunder, (iv) Supplier will perform its obligations under these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)) in strict compliance with all applicable local, state, federal, and international laws, regulations, and ordinances, including but not limited to laws related to privacy, data protection, intellectual property, consumer protection, and the advertisement and sale of products or services, (v) Supplier's performance under these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)) will not cause Supplier to breach any other agreements; (vi) Supplier's performance of all obligations under the Purchase Orders (and, if applicable, the Separate Agreement(s)): (a) will be conducted with due care, skill and diligence, in a professional and competent manner, and in accordance with high industry standards and practices, and (b) will conform with the requirements in the Purchase Order (and, if applicable, the Separate Agreement(s)) and to high industry standards; (vii) Supplier will comply with all applicable laws and regulations in connection with its performance under these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)), including all applicable employment, labor, and human rights, data privacy, health and safety, tax, customs, import and export controls, trade sanctions regulations, campaign finance and anti-bribery laws, and environmental laws and regulations, and (viii) Supplier will comply, and will cause Supplier's personnel to comply, with all access, safety, security and information systems policies and requirements provided by Anvara (as set forth in these Terms and Conditions) and Advertiser (as set forth or incorporated in a Purchase Order or Separate Agreement between Supplier and Advertiser).
6. Advertiser Representations and Warranties. Advertiser represents and warrants that: (i) Advertiser has the right to grant the rights and licenses granted in these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)); (ii) Advertiser possesses the full right, power, and authority to enter into these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)) and to perform its obligations hereunder, (iii) Advertiser will perform its obligations under these Terms and Conditions and the Purchase Order (and, if applicable, the Separate Agreement(s)) in strict compliance with all applicable local, state, federal, and international laws, regulations, and ordinances, including but not limited to laws related to privacy, data protection, intellectual property, consumer protection, and the advertisement and sale of products or services (iv) Advertiser's performance under these Terms and Conditions and the Purchase Orders (and, if

applicable, the Separate Agreement(s)) will not cause Advertiser to breach any other agreements; (v) Advertiser will comply with all applicable laws and regulations in connection with its performance under these Terms and Conditions and the Purchase Order (and, if applicable, the Separate Agreement(s)), including all applicable employment, labor, and human rights, data privacy, health and safety, tax, customs, import and export controls, trade sanctions regulations, campaign finance and anti-bribery laws, and environmental laws and regulations, and (vi) Advertiser will comply with all access, safety, security and information systems policies and requirements provided by Anvara (as set forth in these Terms and Conditions) and Supplier (as set forth or incorporated in a Purchase Order or Separate Agreement between Supplier and Advertiser).

7. Advertising Materials. Advertising should be honest and in good taste, claims should be substantiated and qualifying information about the attributes or use of a product should be disclosed whenever required to avoid misleading consumers. Advertisements will not:
 - a. Violate any rights of any person, firm or corporation;
 - b. Contain any false, unsubstantiated or unwarranted claims for any product or service, or testimonials that cannot be authenticated;
 - c. Be false or misleading;
 - d. Contain any material which is in whole or in part defamatory, violent, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment;
 - e. Contain false or ambiguous statements or representations that may be misleading;
 - f. Contain any element of unauthorized Intellectual Property;
 - g. Contain any disparagement or libel of third-parties;
 - h. Contain any content that is or may be injurious or prejudicial to the interests of the public, Anvara, Supplier or honest advertising and reputable business in general; or
 - i. Be construed as an endorsement or approval by Anvara or Supplier of the product or service being offered in the advertisement.
8. Insurance. At all times while maintaining a user account on the Platform and for a two (2) year period thereafter, each of Supplier and Advertiser shall maintain insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other persons.
9. Indemnification.
 - a. Supplier Indemnification. Supplier shall indemnify, defend and hold Anvara and Anvara's affiliates, and each of their respective stockholders, officers, directors, employees, agents and representatives (collectively, "Anvara Indemnitees") harmless from and against any action, suit, claim, investigation, liability, damage, cost and expense (including attorneys' fees) (collectively, "Losses") incurred by any Anvara Indemnitees that arises out of any of the following: (i) breach of this Agreement by Supplier or Supplier's personnel; (ii) Supplier's or Supplier's personnel's negligence, willful misconduct, or fraud, (iii) any allegation that the PO Products/Services, or the use thereof, infringe or misappropriate any third party's rights, including Intellectual Property-related rights; or (iv) any property damage, personal injury, or death related to Supplier's Purchase Orders or provision of PO Products/Services.
 - b. Advertiser Indemnification. Advertiser shall indemnify, defend and hold the Anvara Indemnitees harmless from and against any Losses incurred by any Anvara Indemnitees that arises out of any of the following: (i) breach of this Agreement by Advertiser or Advertiser's personnel; (ii) Advertiser's or Advertiser's personnel's negligence, willful misconduct, or fraud, (iii) any allegation that the Advertising Materials or the use thereof (by Supplier or

otherwise) infringe or misappropriate any third party's rights, including Intellectual Property-related rights; or (iv) any property damage, personal injury, or death related to Advertiser's receipt or use of any PO Products/Services.

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY, ANVARA SHALL NOT BE LIABLE TO SUPPLIER, ADVERTISER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR ANY PURCHASE ORDER, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, THE REMOVAL OF ANY PROMOTIONS, OR ANY DELAY IN DISPLAYING OR THE FAILURE TO DISPLAY PROMOTIONS, EVEN IF AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANVARA'S AGGREGATE LIABILITY FOR MONETARY DAMAGES UNDER THESE TERMS AND CONDITIONS AND ALL PURCHASE ORDER(S) INVOLVING SUPPLIER AND ADVERTISER EXCEED THE AMOUNT PAID TO ANVARA IN CONNECTION WITH THE PURCHASE ORDER(S) WHICH IS THE BASIS OF LIABILITY.
11. Trade and Anti-Bribery Laws. Anvara, Supplier and Advertiser shall each comply with all applicable international, federal, state, local laws and ordinances now or hereafter enacted, including (i) data protection and privacy laws, (ii) employment, tax, immigration, benefits, and workers compensation laws, (iii) import and export control laws and trade sanction regulations, and (iv) anti-bribery and anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws in the country where business or Services take place, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Neither Supplier nor Advertiser shall do, or fail to do, any act that would cause Anvara to breach any anti-bribery or anti-corruption laws and regulations. Neither Supplier nor Advertiser shall accept, and shall promptly send written notice to Anvara, any request for any undue financial or other advantage received by it in connection with these Terms and Conditions and/or the Purchase Order.
12. Records and Audit. Each of Supplier and Advertiser shall maintain all records, contracts, and accounts related to the PO Products/Services during the time it maintains a user account on the Platform and for five (5) years thereafter ("Audit Period"). During the Audit Period, Anvara or an independent certified public accountant reasonably acceptable to Supplier or Advertiser, as applicable, may, at any time upon reasonable advance written notice, audit Supplier's or Advertiser's applicable records and inspect Supplier's and/or Advertiser's applicable facilities to verify that Supplier and Advertiser have complied with their respective obligations under these Terms and Conditions and the applicable Purchase Order. Supplier and Advertiser shall promptly provide to Anvara or the auditor any information and documentation Anvara or the auditor reasonably requests in connection with such audit or inspection in the format reasonably requested. Audits will be conducted during normal business hours, and Anvara will take reasonable precautions to minimize disruption to Supplier's and Advertiser's normal business. If a government authority audits any portion of Supplier's or Advertiser's business related to the PO Products/Services, to the extent permitted by applicable law, Supplier and/or Advertiser will promptly notify Anvara and provide Anvara with reasonable information about the audit.
13. Independent Contractor. Each of Anvara and Supplier and Advertiser are independent contractors. These Terms and Conditions do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No party has the authority to act on behalf of, bind,

incur any liability, or make any representation on behalf of the other party. There are no third-party beneficiaries under these Terms and Conditions.

14. Governing Law. This Agreement shall be governed by the laws of New York, without reference to conflicts of law principles.

15. Dispute Resolution.

- a. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism.
- b. If the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the New York office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in New York County, New York before a single neutral arbitrator appointed in accordance with the Arbitration Rules.
- c. The arbitrator will provide a written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree, the neutral arbitrator and the members of any appeal panel shall be retired judges or justices of any New York state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in New York County. The party seeking enforcement of any arbitration award shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts located in New York County. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court (state or federal) of competent jurisdiction in New York County.
- d. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

16. General.

- a. Entire Agreement; Cumulative Remedies; Survival. These Terms and Conditions and the applicable Purchase Order are the entire understanding of the parties regarding its subject matter and supersedes all prior agreements between the parties regarding its subject matter. No remedy provided under these Terms and Conditions is intended to be exclusive of other

remedies available at law or equity. These Terms and Conditions will take precedence over conflicting terms in the Purchase Order. The provisions of these Terms and Conditions which by their nature should survive the termination or expiration of these Terms and Conditions or deletion of a party's account on the Platform, including, without limitation, those provisions set forth in Sections 1(e), 1(f), 3-12, 14 and 15, and this Section 16, shall so survive any such termination, expiration or deletion.

- b. Updates to the Terms and Conditions. Anvara reserves the right to modify these Terms and Conditions, at any time and from time to time, in its sole and absolute discretion, on not less than fifteen (15) days prior written notice via an e-mail distribution to the e-mail addresses associated with each Platform user's account. The updated Terms and Conditions take effect on the date stated in the notice, which will be at least fifteen (15) days after the notice is sent. If a party does not agree to the new Terms and Conditions, such party should stop using the Services, and if such party is a registered user, it may cancel its account with Anvara by contacting Anvara at info@anvara.com, and such party will not be bound by the *updated* Terms and Conditions following such termination. Otherwise, a party's continued use of the Services after that date is acceptance of the updated Terms and Conditions. An update does not change the Anvara Fee or payment terms of any Purchase Order or Separate Agreement executed before the update takes effect.
- c. Interpretation. The words "include," "includes" and "including" shall not limit the generality of the relevant statement and shall be deemed to be followed by the words "without limitation."
- d. Waiver. No waiver under these Terms and Conditions will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- e. Severability. If any provision of these Terms and Conditions or the application thereof to any party or circumstances is held invalid or unenforceable, the remainder of these Terms and Conditions and the application of such provision to other parties or circumstances shall not be affected thereby, and to this end, the provisions hereof are declared severable.
- f. Force Majeure. In no event shall Anvara be liable for any delay or failure to perform its obligations under these Terms and Conditions arising out of or caused by circumstances outside of its reasonable control, including, without limitation, fire, flood, earthquake, force of nature, explosion, or any other Act of God, pandemic, epidemic, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or government agency. ANVARA MAKES NO REPRESENTATION, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY ANVARA WEBSITE, THE PRODUCTS OR DELIVERABLES, THE SERVICES IT PROVIDES HEREUNDER, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANVARA DOES NOT WARRANT OR GUARANTEE THAT ANY ANVARA WEBSITE, THE PRODUCTS OR DELIVERABLES OR ANY SERVICES OR OPERATION THEREOF WILL BE UNINTERRUPTED OR WILL MEET SUPPLIER'S OR ADVERTISER'S REQUIREMENTS OR INTENDED USES.

- g. Assignment. Neither Supplier nor Advertiser may assign, transfer, or delegate any of its rights or obligations under these Terms and Conditions, whether by operation of law or otherwise, without the prior written consent of Anvara in each instance, which consent may be withheld in Anvara's sole discretion. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.
- h. Notices. All notices, demands and other communication hereunder must be in writing and shall be deemed to have been duly given upon receipt or refusal thereof if sent by: (i) certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight courier, (iii) by hand, or (iv) by electronic mail (with confirmation of receipt by the recipient (except with respect to a notice pursuant to Section 16(b), for which no confirmation shall be required)). Notices shall be sent to the address provided to each party.

* * * * *