



Publisher Customized  
Campaigns Program T&Cs

**PUBLISHER CUSTOMIZED CAMPAIGNS PROGRAM TERMS & CONDITIONS**  
**Version Dated: October 27, 2022**

THIS PUBLISHER CUSTOMIZED CAMPAIGNS PROGRAM TERMS & CONDITIONS ("**Program**") is incorporated by reference into a Form signed by and between you (the "**Publisher**") and the applicable Anzu entity as detailed therein and will be dated as of the Starting Date (together, the "**Agreement**") (each of Anzu and Publisher a "**Party**" and together the "**Parties**").

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. BY EXECUTING THE FORM, OR OTHERWISE BY ENTERING OR PARTICIPATING IN THIS PROGRAM, YOU ON YOUR OWN BEHALF AND/OR ON BEHALF OF THE PUBLISHER YOU REPRESENT, ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS PROGRAM TERMS (THE DATE OF SUCH OCCURRENCE BEING THE "Starting Date").

**WHEREAS**, Publisher is a software program developer and owns (or is the exclusive licensee of) a Game (as defined below); and

**WHEREAS**, Anzu provides services for its Brands (as defined below) pursuant to agreements between Anzu and its Brands; and

**WHEREAS**, The Brands have agreed to participate through Anzu in advance advertisement campaigns (each, a "**Campaign**") which involve a unique concept of assimilating products, logos and trademarks of Brands inside a game environment ("**Campaign Brand Concept**"); and

**WHEREAS**, Publisher wishes to be part of the Program, where Game(s) will be offered, through Anzu, to Brands interested in promoting a Campaign Brand Concept.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements of the Parties, it is agreed as follows:

**1. Definitions**

- 1.1. "**Anzu Material**" means any material supplied or made available by Anzu to Publisher hereunder, other than Brand Material.
- 1.2. "**Applicable Laws**" means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
- 1.3. "**Background Publisher Material**" any and all products or materials included in the Deliverables which either (i) existed prior to the Starting Date; (ii) existed prior to the Commencement Date, or (iii) were created independently pursuant with the Agreement or the SOW (as the case may be) and do not contain Anzu Material and/or Bran Material.
- 1.4. "**Brand**" means advertisers or agencies representing an advertiser.
- 1.5. "**Brand Material**" means any material supplied or made available by Anzu (including on behalf of a Brand) to Publisher hereunder.
- 1.6. "**Campaign Offer**" means the offer provided to Publisher with the Right of First Refusal.
- 1.7. "**Deliverables**" means all products and materials developed by Publisher or its agents, subcontractors, consultants and employees pursuant to this Agreement or an SOW, in any form, including without limitation, graphics, icons, music, videos, designs, software, data and reports (including drafts and any modifications to such items).
- 1.8. "**Game**" means the applicable Publisher games, as specified in the applicable SOW.
- 1.9. "**Intellectual Property Rights**" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to any intellectual property and/or other property rights, and includes without limitation patents, copyright and similar authorship rights, personal rights (such as moral rights, rights of privacy, and publicity rights), location (and similar geography-based) rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals,

extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights.

- 1.10. **"Services"** means the services to be provided by Publisher under this Agreement, including without limitation the development of the Deliverables, and as specified in the applicable SOW, together with any reasonably necessary services which are ancillary to such services.
- 1.11. **"SOW"** means the statement of work signed by Publisher and Anzu with regard to the applicable Campaign Offer, substantially in the form of Exhibit A, as such may be varied by negotiation between the Parties.

## **2. Participation in the Program**

- 2.1. Publisher agrees to participate in the Program, and is hereby bound by all terms and conditions of this Agreement, unless otherwise specified in an applicable SOW.
- 2.2. Anzu may, at Anzu's sole discretion, send Publisher a Campaign Offer to explore the option of promoting a Campaign Brand Concept in one or more Games as set forth in Form.
- 2.3. Unless agreed otherwise in the applicable Form, SOW or in writing by the Parties, Publisher shall accept or reject the Campaign Offer within 7 calendar days following receipt of a Campaign Offer by Anzu. Failure of Publisher to accept the Campaign Offer within such period constitutes rejection of the Campaign Offer.
- 2.4. The Parties acknowledge that there is no guarantee that Anzu will issue any Campaign Offers, or that the Publisher, if it receives a Campaign Offer, will choose to enter into any SOWs.
- 2.5. Unless otherwise specified in the applicable SOW:
  - a. The Publisher shall deliver the Deliverables 14 calendar days prior to the launch of the Campaign.
  - b. Anzu will instruct the Brand to review the Deliverables and approve or reject them (in either event, providing "**Feedback**") within 7 calendar days of receipt of the Deliverables. If Anzu rejects the Deliverables on behalf of the Brand, it will provide Feedback what the Publisher needs to do in order to make the Deliverables acceptable. Publisher shall make such changes and deliver the modified Deliverables within 3 calendar days of receiving the Feedback and/or ask for any further clarification, upon which. Brand will use its commercially reasonable efforts to approve or reject the Deliverables and provide new Feedback within 3 days of receipt. For clarity, the aforementioned mechanism of providing Feedback and modifications shall continue until the Brand has granted its written acceptance to the Deliverables.
- 2.6. Publisher further acknowledges and agrees that the execution of a successful Campaign Offer is contingent on the cooperation of the Publisher, and it is required to address all queries related to the Campaign in an efficient and a good manner.

## **3. Publisher Obligations and Warranties**

- 3.1. Publisher represents and warrants that:
  - 3.1.1. it has, and covenants that it will have, during the Term, the ability, experience and resources to provide the Services and to develop and deliver the Deliverables, and will perform all of its obligations specified hereunder and in applicable SOWs in accordance with Applicable Laws, including any data protection laws. Publisher represents and warrants that it is the sole owner of or exclusive licensee of the Game; and
  - 3.1.2. there is no contractual, legal or other prohibition upon Publisher and/or anyone acting on its behalf (including, without limitation, its controlling shareholders, directors, officers and/or its ultimate beneficiary owners) to enter into the Agreement. Neither of Publisher and/or anyone of Publisher behalf appear in repositories which prohibit them directly or indirectly to conduct business with Anzu (or its affiliates) (and/or its technology and/or in the currencies of the United Kingdom, the EU and the United States of America) nor will expose Anzu (and its affiliates) to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the State of Israel, European Union, United Kingdom and United States of America. Further, you undertake not to allow and/or to make available the Anzu Services to any individuals and/or entities that are under any sanctions regime, including without limitation in the territories of Lebanon, Syria, Iran, Cuba, North Korea, the Crimean Peninsula and the Ukrainian areas of Luhansk, Donetsk, Kherson and Zaporizhzhia. If Anzu is deemed to furnish

payments and/or render services to the Publisher which constitute or may constitute and/or expose Anzu to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the State of Israel, the European Union, United Kingdom or United States of America, Anzu shall be entitled to immediately terminate this Agreement with no penalty, and shall not be liable to pay any claim or provide any benefit hereunder to the Publisher. For the sake of clarity, the abovementioned shall not limit Anzu's right to seek any other remedy or relief to which it may be entitled under law.

- 3.2. Publisher undertakes that during the Term and for 12 months thereafter, Publisher will not negotiate with or enter into any oral or written agreement similar for a Campaign Brand Concept within its Game(s), with any Brand, to the extent Anzu has submitted to Publisher a Campaign Offer for such Brand under this Agreement. Furthermore, the Publisher agrees not to circumvent Anzu and deal directly with the Brand in connection with any Campaign Offers.
- 3.3. The Publisher shall be fully responsible for any acts or omissions of any Publisher subcontractors, agents or personnel.
- 3.4. Time of performance under this Agreement is of the essence. Publisher acknowledges and understands that the delivery of Deliverables on time is required to ensure that all Deliverables shall be available and are live on the Game on or before the beginning of a Campaign. Publisher undertakes to inform Anzu in writing immediately via a notice of delay (a "**Delay Notice**"), if circumstances arise or if it reasonably realizes that it may not be possible to meet the milestone dates set forth in an SOW (a "**Delay**"). In each Delay Notice, Publisher shall specify the reasons for any such anticipated Delay, and provide written updates of such delay notices and the expected new time frame.

#### **4. Intellectual Property**

- 4.1. Except as specified in Section 4.2 below, upon the creation of the Deliverables, such Deliverables ("**Work Product**") shall be owned by Anzu as "works for hire". It is further acknowledged that Anzu has the irrevocable, unconditional right to assign any and all of Anzu's rights in the Work Product to an applicable Brand (in this Section the "**Assignee**"). Publisher hereby waives all moral rights to the extent as permitted by Applicable Laws and regulation in and to the Work Product, and agrees not to bring any claims for breach of its moral rights. To the extent any Work Product does not constitute a work made for hire, and is not owned already owned by Anzu, Publisher hereby assigns to Anzu, and Anzu may assign to the Assignee all right, title, and interest that Anzu may have or may hereafter acquire in all such Work Product, including all Intellectual Property Rights therein. Without derogating from the above, Publisher undertakes to sign and execute any applicable document required by Applicable Laws as requested by Anzu in order to transfer the rights aforementioned to an applicable Assignee and to register such right if needed (to the extent required by Applicable Laws). Infringement of this Section shall be deemed to be a material breach of this Agreement by Publisher.
- 4.2. Publisher retains full ownership of the Background Publisher Material (for clarity, with the exception of Anzu Material or Brand Material or either a Brand's or Anzu's preexisting Intellectual Property, which are and shall exclusively remain with Anzu or the Brand (as applicable) and Publisher will have no rights herein, including those which are incorporated in the Work Product). Publisher grants to Anzu a perpetual, royalty-free, worldwide, irrevocable and non-exclusive license to use, transmit and display the Background Publisher Material so that Anzu can reasonably use the relevant Deliverables as a whole, except that Background Publisher Material in no case may be used separately, unless such use is authorized in writing by Publisher.
- 4.3. Publisher warrants that the Services and Deliverables do not and will not knowingly infringe the Intellectual Property Rights or other rights of any third party or otherwise be in breach of Applicable Laws.
- 4.4. Unless otherwise agreed in the applicable SOW, during the duration of the Campaign, each of Anzu and/or the Brand, will grant Publisher with a non-exclusive, non-transferable, non-sub-licensable and non-assignable right, solely to use the Work Product within the Game. For clarity, following the end of the Campaign, unless otherwise agreed in writing, Publisher may no longer use, and may not permit any third party to use, any of the Deliverables and shall, at Anzu's discretion, delete or return to Anzu all Deliverables and confirm in writing to Anzu that it has done so.
- 4.5. If Anzu approves in writing the use of Anzu Material within the Game, Anzu hereby grants the Publisher a non-exclusive, non-transferable, non-sub-licensable and non-assignable, license, on an "AS IS" basis, to use such Anzu Material within the Game; the foregoing right may only be used as permitted herein, and only during the duration of the applicable Campaign. Except as provided herein, no other warranties, representations or undertakings are given by Anzu regarding such use of Anzu Material. For clarity, following the end of the Campaign, unless otherwise agreed in writing, Publisher may no

longer use, and may not permit any third party to use, any of the Anzu Material and shall delete all Anzu Material and confirm in writing to Anzu that it has done so.

## **5. Consideration**

- 5.1. Subject to the terms and conditions of the Program, Anzu shall, upon receipt of payment from the Brand, pay the Publisher the amounts set forth in the applicable SOW, in accordance with any milestone payment schedules (the "**Fee**"), subject to remitting applicable invoice prior to such any payment.
- 5.2. The Fee shall be deemed to be the full and complete compensation to Publisher for the performance of its obligations hereunder. The Publisher shall not be entitled to receive any further compensation in connection with the Services and/or the Deliverables, including any reimbursement of expenses or royalties for sale of the Deliverables.
- 5.3. Unless expressly stated otherwise in the applicable SOW, all payments to Publisher shall be net plus sixty (60) days from receipt of an applicable invoice by Anzu, which may be issued to Anzu only following the applicable Brand's written acceptance of the Deliverables.
- 5.4. The Publisher shall be liable to pay all taxes and payments required by law relating to the performance of the Services and its undertakings under this Agreement.
- 5.5. For clarity, if Anzu has not paid Publisher as set forth herein due to it not having received the Fee from the Brand, the Publisher shall have a direct claim against the Brand for the Fee.

## **6. Liability**

- 6.1. The Publisher shall be liable for any damage, expense, loss, payment or any other harm incurred by Anzu and/or the applicable Brand, or any third party, in connection with the provision of the Services or the Deliverables.
- 6.2. The Publisher acknowledges and agrees that Anzu does not control, endorse or adopt any Deliverables and/or advertisements, nor will it be responsible or liable in any manner for any Services, Deliverables and/or advertisements (including any failures and/or errors in the display of advertisements) within a Campaign. Publisher further acknowledges that Anzu is not a representative of the Brand and cannot bind the Brand contractually, and is not liable for any act or omission of the Brand.
- 6.3. Except for indemnification obligations under Section 7, breach of confidentiality under Section 8 or breach of Intellectual Property Rights under Section 4: (a) neither Party nor any of its officers, employees, shareholders or directors shall be liable to the other Party for any punitive, special, indirect, exemplary, consequential or incidental damages, including but not limited to loss of profits, arising out of or related to this Agreement, and (b) neither Party's cumulative liability under this Agreement shall exceed the amount of Fees paid or payable to Publisher under this Agreement in the twelve (12) months immediately preceding the event giving rise to the liability under this Agreement.

## **7. Indemnification**

- 7.1. Publisher agrees to defend, indemnify and hold Anzu and the applicable Brands, and their respective directors, officers, employees and agents harmless against any and all damages, losses, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any gross negligent or intentionally wrongful act of Publisher, (ii) any breach by the Publisher of any of representations or warranties in this Agreement, (iii) any failure of the Publisher to perform the Services in accordance with all Applicable Laws, or (iv) any third party claim that the Deliverables violate its Intellectual Property Rights or Applicable Laws.

## **8. Confidential Information**

- 8.1. Each Party ("**Recipient**") may have access under or in connection with this Agreement to certain non-public or proprietary information and material of the other Party and/or Brands ("**Discloser**" and "**Confidential Information**", respectively). Confidential Information includes, without limitation: (a) each of Anzu Material, Brand Material and Background Publisher Material; (b) any information related to Discloser's business, such as cost data, pricing methodologies, price lists, business plans and opportunities, marketing plans, financial and accounting information, forecasts and valuations, market share data, sales volumes, discounts, and budgets; or actual or potential customers, suppliers, products and services; and (c) technical data, computer programs and software code, ideas, inventions, know-how, analyses, designs and drawings, and any other technology and intellectual property.

- 8.2. The term "Confidential Information" herein shall not include information that: (i) the Recipient can demonstrate is already in the public domain, or becomes available to the public through no breach by the Recipient of this Agreement; (ii) was in the Recipient's possession prior to receipt from the Discloser, and can be so proved by written records; (iii) is independently developed by the Recipient and can be so proved by written records; (iv) is approved for release by written agreement of the Discloser; or (v) becomes known or available to the Recipient from a source other than the Discloser (or anyone acting on the Discloser's behalf), without breach of confidentiality undertakings by such source.
- 8.3. Notwithstanding the above, Confidential Information may be disclosed if required to be disclosed by law or the binding rules of any governmental organization, provided, however, that Recipient gives Discloser prompt notice thereof so that Discloser may seek a protective order or other appropriate remedy, and further provided, that in the event that such protective order or other remedy is not obtained, Recipient shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all reasonable efforts required to obtain confidential treatment for such information, at Discloser's expense.
- 8.4. Recipient may use Confidential Information of Discloser solely for the purpose of performing its obligations under this Agreement, including all applicable SOWs, and shall not disclose or make available such Confidential Information to any third party. Recipient shall keep the Confidential Information of Discloser at all times in strict confidence and shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level), to protect Discloser's Confidential Information within its possession or control from disclosure to a third party or other unauthorized use. Recipient shall immediately notify Discloser in writing in the event of any actual or suspected unauthorized use or disclosure of Discloser's Confidential Information, and shall reasonably assist Discloser in mitigating the impact thereof, at Discloser's expense.
- 8.5. All right, title, and interest (including without limitation all Intellectual Property Rights) in and to Confidential Information, as well as (regardless of inventorship or authorship) any improvements, derivatives, and/or modifications thereof/to, shall be owned exclusively by Discloser (and/or its licensors, if applicable).

## **9. Term and Termination**

- 9.1. This Agreement shall be effective as of the Starting Date, and shall remain in full force and effect, unless terminated in accordance with the provisions of this Section 9 (the "**Term**").
- 9.2. This Agreement may be terminated by either Party by giving at least thirty (30) days prior written notice to the other Party ("**Notice Period**"). A termination of the Agreement does not terminate any SOWs, which shall remain in force until the termination or expiration of all obligations and the implementation of all Deliverables thereunder. During the Notice Period, the Publisher must continue to perform its duties and obligations under this Agreement.
- 9.3. In addition, each Party may terminate this Agreement upon notice upon the occurrence of any of the following events:
  - 9.3.1. The other Party commits a material breach of the Agreement, which is not cured within 14 days of the non-breaching Party's written notice to the breaching Party regarding such breach;
  - 9.3.2. In the event that either Party ceases to conduct its business in the ordinary course, is liquidated, dissolved, becomes bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared.
- 9.4. Anzu reserves the right to temporarily suspend (for up to 3 months) Publisher from its participation in the Publisher Program: (a) if Publisher rejects three or more consecutive Campaign Offers; (b) if Anzu reasonably determines suspension is necessary to avoid material harm to Anzu or a respective Brand; or (c) as required by law, regulation, or at the request of a governmental entity.

## **10. Consequences of Termination or Expiration**

On expiry or termination of this Agreement or any applicable SOW for any reason:

- 10.1. Unless otherwise required in accordance with Applicable Laws, each Party shall promptly return, or if requested by the other Party, erase all of the other Party's (and all Brands') Confidential Information from its computer systems (to the greatest extent possible);

- 10.2. To the extent an SOW is terminated, Publisher shall immediately deliver to Anzu all Deliverables whether or not then complete and, unless otherwise set out in the applicable SOW, cease work on the Deliverables, and return all Anzu Material and Brand Material;
- 10.3. Provisions (including in the SOWs) intended to survive the termination or expiration of the Agreement, including, but not limited to, Sections 3.2 (for 12 months thereafter) 3.3, 4, 5, 6, 7, 8, 10 to 12 shall so survive its termination or expiration.
- 10.4. The above obligations are in addition to any right or remedy available to a Party under any applicable law and under the terms of this Agreement.

## **11. Independent Contractors**

- 11.1. The relationship between the Publisher and Anzu is one of independent contractors. The Publisher must perform and continue to perform all actions legally required to establish and maintain its status as an independent Publisher with an independent business. The parties expressly declare that no employment relationship exists between Anzu and either the Publisher or any person acting on its behalf (including the Publisher's personnel), and that nothing in this Agreement is intended to create such relationship. In the event that the relationship between Anzu and the Publisher and/or the Publisher's personnel shall be claimed or determined by any third party, including any governmental and/or judicial and/or tax authority to be an employment relationship, the Publisher shall reimburse and indemnify Anzu for any expense and/or payment incurred by Anzu as a consequence (including any legal expenses and VAT), immediately upon Anzu's demand.

## **12. Miscellaneous**

- 12.1. The Publisher shall not assign any of its rights and obligations hereunder without the prior written consent Anzu, and any attempt to do so shall be null and void. Anzu may assign this Agreement to an affiliate or to any entity that acquires all or substantially all of the Anzu's assets or capital stock or results from one or more mergers or any other reorganization.
- 12.2. Any notice or report hereunder shall be in writing to the addresses set forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon acknowledgement of receipt if sent by email; (iii) upon receipt if sent by certified or registered mail (return receipt requested); or (iv) one day after it is sent if by next day delivery by a major commercial delivery service.
- 12.3. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable by and/or against a Party. To the extent any provision of this Agreement is adjudicated to be invalid or unenforceable because it is overly broad or overly restrictive, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. The Parties expressly acknowledge and agree that this paragraph is reasonable and necessary to assure that the intent of the Parties is carried out.
- 12.4. This Agreement, its exhibits and any SOWs currently attached hereto or as may later be so attached, represent the full and complete understanding of the agreement between the Parties related to the subject matter hereof, and supersedes all prior discussions, proposals and agreements, oral or written, and all other communications between the Parties. In the event of any conflict between the terms of this Agreement and an SOW, the terms of the SOW shall control. Any amendments to or modifications of this Agreement shall be effective only if reduced to writing and executed by both parties.
- 12.5. Section headings are for convenience only, and not to be used in the interpretation of this Agreement.
- 12.6. This Agreement shall be exclusively governed by and construed exclusively in accordance with the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any disputes arising under or in relation to this Agreement shall be resolved exclusively by the competent courts located in the competent courts in Tel-Aviv- Jaffa, Israel.

# Exhibit A

## Form of SOW

Game (in which the Deliverables are to appear)		
Brand		
Contact for each Party (if different from Exhibit A):		
Commencement Date:		
Delivery Date:		
Campaign Period:		
Description of Services:		
Fee:		
Special Terms		
Signed by and on behalf of Anzu Virtual Reality Ltd.  ..... Name: Date:		
Signed by and on behalf of Publisher  ..... Name: Date:		