LoyaltyLion Unlock Merchant Addendum

This Unlock Merchant Addendum (this "**Addendum**") supplements and forms part of the Terms of Service between the Customer identified on the Order Form ("**you**" or the "**Merchant**") and LoyaltyLion Ltd ("**LoyaltyLion**"), a company incorporated in England and Wales (company number 08264116) with its registered office at Hubhub - LoyaltyLion, 20 Farringdon Street, London, England, EC4A 4EN (together with the Terms of Service, the "**Agreement**").

This Addendum applies if you enable the Service. By clicking "I accept", or otherwise activating the Service through your Account, you confirm that you have read and agree to be bound by this Addendum, and you confirm that you have authority to bind the Merchant to its terms.

1. DEFINITIONS

In this Addendum, defined terms have the meanings set out below. Capitalised terms not defined in this Addendum have the meanings given to them in the Terms of Service.

1.1. "**Activated Surfaces**" means the pages, applications, or email communications that you designate to LoyaltyLion in writing (which may be by email or through your Account settings) for enablement of the Service, and which LoyaltyLion confirms in writing (which may be by email) are eligible for the Service;

1.2. "**Disco**" means Disco Technology, Inc., a Delaware corporation with its principal place of business at 2261 Market St., San Francisco, CA, being the current supplier of the technology and advertising demand used to provide the Service;

1.3. "**Global Privacy Control**" means a browser-level or device-level signal, transmitted via an HTTP header or JavaScript API, that communicates an end user's choice to opt out of the sale or sharing of their personal information, as described in the Global Privacy Control specification (https://globalprivacycontrol.org) and as recognised under applicable law (including the California Consumer Privacy Act);

1.4. "**Merchant Revenue Share**" means the share of revenue payable by LoyaltyLion to you under clause 8.1 (Revenue Share);

1.5. "**Service**" means LoyaltyLion Unlock, a feature that allows sponsored content to be served on your Activated Surfaces, currently powered by DiscoBeat, a product of Disco, under the Supplier Agreement; and

1.6. "**Supplier Agreement**" means the agreement between LoyaltyLion and Disco (or any successor or additional supplier of the Service, as applicable) under which the Service is provided.

2. BACKGROUND AND PURPOSE

2.1. LoyaltyLion makes the Service available to enable sponsored advertising content to be served on digital surfaces designated by its merchants, using technology and advertising demand provided by a third-party supplier. This Addendum sets out the terms on which you may enable the Service on your Activated Surfaces, and the obligations you must meet in order to do so.

3. THE SERVICE AND ACTIVATED SURFACES

3.1. You may select and customise which of your surfaces are Activated Surfaces, and may add or remove Activated Surfaces from time to time by written notice to LoyaltyLion (which may be by email or through your Account settings), subject to LoyaltyLion's confirmation and to the eligibility requirements in clause 6 (Eligibility) below.

3.2. You grant LoyaltyLion, and LoyaltyLion may in turn permit Disco (or any successor or additional supplier), the right to enable, deploy, and operate sponsored content and advertising modules on your Activated Surfaces for the purposes of providing the Service, for so long as this Addendum remains in effect and that surface remains an Activated Surface.

3.3. The Service is currently offered only in respect of Merchants located in the United States. LoyaltyLion may extend the Service to other territories in the future, in which case this Addendum will be updated or supplemented accordingly.

3.4. You acknowledge that LoyaltyLion's ability to provide the Service to you is dependent on the Supplier Agreement remaining in effect and on the relevant supplier's continued agreement to serve advertisements on your Activated Surfaces. LoyaltyLion does not guarantee the continued availability of the Service, whether generally or in respect of any particular Activated Surface, and your rights under this Addendum are conditional on, and coterminous with, LoyaltyLion's corresponding rights under the Supplier Agreement.

4. YOUR AUTHORISATIONS AND WARRANTIES

4.1. You represent, warrant, and undertake to LoyaltyLion that:

4.1.1. you have all rights, consents, authorisations, and permissions necessary to permit LoyaltyLion to enable the Service on your Activated Surfaces, including to transmit the data described in clause 7 (Data Sharing and Rights) to Disco for the purposes described in this Addendum;

4.1.2. you are authorised to enable sponsored content and advertising modules on your Activated Surfaces, and enabling the Service will not breach any agreement to which you are a party or any applicable law;

4.1.3. the individual accepting this Addendum on your behalf has authority to bind you to its terms;

4.1.4. you will comply with all applicable laws and regulations with respect to your activities under this Addendum; and

4.1.5. you will promptly notify LoyaltyLion in writing if any authorisation, consent, or permission referred to in this 4.1 is revoked, modified, or expires, and will cooperate with LoyaltyLion to suspend the Service on the affected Activated Surface(s) with immediate effect.

4.2. You acknowledge that LoyaltyLion is required, under the Supplier Agreement, to verify certain of the matters referred to in clause 4.1 before activating the Service on any Activated Surface, and you agree to provide LoyaltyLion with such reasonable

evidence or confirmation of those matters as LoyaltyLion may request from time to time, including in connection with such verification.

5. COMPLIANCE OBLIGATIONS

5.1. You must, before enabling the Service on any Activated Surface and for so long as the Service remains enabled on that Activated Surface, ensure that:

5.1.1. your privacy policy is updated to disclose the sharing of purchase and browsing data with advertising partners for the purposes of the Service, the purposes of that sharing, and the categories of recipients;

5.1.2. a clear and conspicuous mechanism is provided to end users, consistent with applicable law, to opt out of the sale or sharing of their personal data, and any such opt-out is honoured with respect to the Service without requiring end users to create an account or take any step beyond exercising the opt-out;

5.1.3. your cookie banner or privacy notice discloses the use of third-party advertising trackers associated with the Service, and no non-essential cookies or similar technologies associated with the Service are set before any required consent is obtained; and

5.1.4. where required by applicable law, a separate and standalone notice is provided to end users describing the material terms on which their personal data is used in connection with any loyalty, rewards, or similar programme operated on the Activated Surface, including where that use relates to the Service.

5.2. You must comply, and must ensure your personnel and agents comply, with the policies of Disco (or any successor or additional supplier) applicable to merchants using the Service, as notified to you by LoyaltyLion from time to time. LoyaltyLion will use reasonable endeavours to notify you of any material change to those policies that affects your obligations under this Addendum.

5.3. You must cooperate with LoyaltyLion's testing and verification of the geo-filtering measures applicable to the Service on your Activated Surfaces before those surfaces go live, and on an ongoing basis thereafter, including by ensuring that your own systems and configurations support such measures.

6. ELIGIBILITY

6.1. The Service is not available in respect of Activated Surfaces primarily directed at, or a business that primarily serves, the health, wellness, intimate, or minors' products or services sectors, or in respect of any audience that LoyaltyLion reasonably believes includes a material proportion of individuals under the age of sixteen, unless LoyaltyLion has first agreed appropriate age-verification or age-gating measures with you in writing.

6.2. LoyaltyLion may decline to enable, or may suspend, the Service on any Activated Surface if LoyaltyLion reasonably considers that the Merchant, or the relevant Activated Surface, does not meet the eligibility requirements in clause 6.1, or if LoyaltyLion reasonably considers it necessary to do so to comply with the Supplier Agreement or applicable law.

7. DATA SHARING AND RIGHTS

7.1. You acknowledge and agree that, in respect of personal data processed in connection with the Service, you are the controller and LoyaltyLion acts as your processor, in accordance with clause 9 (Data Protection) of the Terms of Service.

7.2. By enabling the Service, you authorise LoyaltyLion to appoint Disco (or any successor or additional supplier of the Service) as a sub-processor for the limited purposes of providing the Service. This authorisation constitutes your prior approval of Disco as a sub-processor for the purposes of clause 9.15 of the Terms of Service, and LoyaltyLion will notify you of any change of sub-processor in accordance with clause 9.16 of the Terms of Service. In doing so, you acknowledge that LoyaltyLion will transmit to Disco such data relating to your Activated Surfaces and end users as is reasonably necessary for Disco to provide ad serving, attribution, measurement, fraud prevention, reporting, optimisation, and monetisation in connection with the Service, including page-type signals, order or session identifiers, hashed user identifiers, timestamps of ad exposure and clicks, and basket or order attributes that you are authorised to share, in each case as further described in LoyaltyLion's technical documentation for the Service.

7.3. You acknowledge that you are responsible for establishing the lawful basis for processing, for providing all required notices to your end users, and you warrant that you have obtained all necessary consents and permissions required to transfer personal data to Disco in accordance with clause 7.1.

7.4. You must ensure that consent preferences and privacy signals from end users on your Activated Surfaces, including opt-out preferences and Global Privacy Control signals, are surfaced and made available to LoyaltyLion in a technically reasonable manner, so that such preferences can be honoured with respect to the Service.

8. REVENUE SHARE

8.1. Where LoyaltyLion receives revenue attributable to advertising served on your Activated Surfaces through the Service, LoyaltyLion will pay you a share of that revenue (the "**Merchant Revenue Share**"). The percentage rate of the Merchant Revenue Share applicable to you will be as notified to you by LoyaltyLion at the time you enable the Service (including as displayed on the acceptance form), and may vary by Activated Surface or Merchant category. LoyaltyLion may change the applicable percentage rate at any time by giving you reasonable prior written notice (which may be by email or through your Account).

8.2. LoyaltyLion will provide you with a statement setting out the amounts received that are attributable to your Activated Surfaces and the resulting Merchant Revenue Share payable to you, on a quarterly basis in arrears.

8.3. LoyaltyLion will pay you the Merchant Revenue Share shown in each statement within 30 days of the date of that statement.

8.4. The Merchant Revenue Share is payable only in respect of amounts actually received by LoyaltyLion that are attributable to your Activated Surfaces. LoyaltyLion is not obliged to pay any amount to you that LoyaltyLion has not itself received, or that has been written off, disputed, reversed, or otherwise not paid to LoyaltyLion, and any adjustment made under the Supplier Agreement to amounts payable to LoyaltyLion (including for uncollectible advertiser amounts, refunds, credits,

chargebacks, or invalid traffic) will be reflected in the Merchant Revenue Share payable to you.

8.5. Where your Activated Surface is, or becomes, one in respect of which LoyaltyLion's own entitlement to revenue share is limited, excluded, or subject to different terms under the Supplier Agreement (including where you are, or become, a merchant with whom Disco has a pre-existing relationship), LoyaltyLion will notify you of the impact, if any, on the Merchant Revenue Share payable to you.

8.6. If you dispute any amount shown in a statement, you must notify LoyaltyLion in writing within 7 days of the date of that statement, setting out the basis for the dispute. LoyaltyLion will review any dispute raised within that period in good faith and, to the extent LoyaltyLion agrees an adjustment is due, will correct it in the next statement following resolution. A statement not disputed within the applicable period is final, save for any correction required to reflect an adjustment made under the Supplier Agreement after that period.

9. CONFIDENTIALITY

9.1. The confidentiality obligations in the Terms of Service apply to any information disclosed to you in connection with the Service, including any performance data, reporting, or other information relating to Disco or the Supplier Agreement that LoyaltyLion makes available to you (other than information about your own Activated Surfaces and revenue). For the avoidance of doubt, this clause 9.1 does not limit or reduce the confidentiality obligations that apply to you under the Terms of Service more generally.

10. LIABILITY

10.1. For the avoidance of doubt, clause 15 (LoyaltyLion's Liability) of the Terms of Service applies to LoyaltyLion's liability arising out of or in connection with this Addendum.

11. SUSPENSION AND TERMINATION

11.1. LoyaltyLion may suspend the Service on any Activated Surface immediately, without liability to you, if:

11.1.1. you fail to comply with clause 4, 5, or 6 of this Addendum, or LoyaltyLion reasonably suspects such a failure;

11.1.2. LoyaltyLion reasonably considers suspension necessary to comply with the Supplier Agreement or applicable law, or to exercise a right available to LoyaltyLion under the Supplier Agreement; or

11.1.3. the Service ceases to be available in respect of your Activated Surfaces for any reason.

11.2. LoyaltyLion will, where reasonably practicable and unless prevented by applicable law or the terms of the Supplier Agreement, give you notice of a suspension under clause 11.1 and the reason for it.

11.3. LoyaltyLion may terminate this Addendum, or your right to use the Service on any or all Activated Surfaces:

11.3.1. immediately upon written notice: (i) if required to do so by applicable law; or (ii) in the event of your material breach of any obligation under this Addendum; or

11.3.2. upon thirty (30) days' prior written notice, for any other reason.

11.4. You may terminate this Addendum by written notice to LoyaltyLion (which may be by email or through your Account) if you are materially and adversely affected by an update to this Addendum made under clause 13.2 and you notify LoyaltyLion of your objection within thirty (30) days of that update taking effect.

11.5. This Addendum terminates automatically, without notice, on the earlier of:

11.5.1. termination or expiry of the Terms of Service; or

11.5.2. termination or expiry of the Supplier Agreement to the extent it relates to the Service, save that any rights or remedies accrued as at termination will not be affected.

11.6. You may stop using the Service, and disable it on any or all of your Activated Surfaces, at any time by written notice to LoyaltyLion (which may be by email) or through the Service, without terminating this Addendum or the Agreement more generally.

11.7. On termination of this Addendum for any reason, LoyaltyLion will pay you any Merchant Revenue Share accrued and unpaid as at the date of termination, in accordance with clause 8, save that LoyaltyLion is not obliged to pay any amount attributable to a period in respect of which LoyaltyLion has not itself received the corresponding amount from the Supplier Agreement as at that date. Any amount subsequently received by LoyaltyLion that is attributable to Activated Surfaces operated by you before termination will be paid to you in accordance with clause 8, notwithstanding that termination.

12. INDEMNITY

12.1. You agree to indemnify LoyaltyLion against all costs, claims, damages, and expenses incurred by LoyaltyLion, or for which LoyaltyLion may become liable, arising out of or in connection with your failure to comply with this Addendum, including any claim by Disco, a regulator, or an end user arising from such failure. This indemnity is in addition to, and does not limit, any indemnity given by you under the Terms of Service.

13. GENERAL

13.1. This Addendum forms part of the Agreement between you and LoyaltyLion. In the event of any conflict between this Addendum and the Terms of Service in relation to the Service, this Addendum prevails.

13.2. LoyaltyLion may update this Addendum from time to time by written notice to you (which may be by email or through your Account), and your continued use of the Service following such notice constitutes your acceptance of the updated Addendum. If you do not agree to an update, you must stop using the Service.

13.3. LoyaltyLion may make the Service available using a different or additional supplier from time to time, in which case this Addendum will continue to apply to the Service and references to Disco, DiscoBeat, and the Supplier Agreement will be read as referring to the then-current supplier and its agreement with LoyaltyLion.

13.4. This Addendum, and any dispute or claim arising out of or in connection with it or its subject matter, formation, or validity (including non-contractual disputes or claims), is governed by and construed in accordance with the laws of England and Wales.

13.5. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Addendum or its subject matter, formation, or validity (including non-contractual disputes or claims).