

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025
OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-38386



CARDLYTICS, INC.

(Exact Name of Registrant as Specified in its Charter)

26-3039436

(I.R.S. Employer Identification No.)

Delaware

(State or other jurisdiction of incorporation or organization)

675 Ponce de Leon Ave. NE, Suite 4100

Atlanta

Georgia

(Address of principal executive offices, including zip code)

30308

(888)

798-5802

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Trading Symbol(s)

CDLX

Name of each exchange on which registered

NASDAQ

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated Filer	☒
Non-accelerated filer	☐	Smaller reporting company	☒
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of June 30, 2025, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the voting stock held by non-affiliates of the registrant was \$85.8 million based upon the closing sale price of our common stock on that date.

As of February 28, 2026, there were 55,054,268 shares outstanding of the registrant's common stock, par value \$0.0001 per share.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement, to be filed pursuant to Regulation 14A under the Securities Exchange Act of 1934, for its 2026 Annual Meeting of Stockholders are incorporated by reference in Part III of the Form 10-K. Such definitive proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2025.

CARDLYTICS, INC.
ANNUAL REPORT ON FORM 10-K
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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K ("Annual Report") contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended ("Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act"), that reflect our current expectations regarding future events, our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management. Forward-looking statements include any statement that does not directly relate to a current or historical fact. In some cases, you can identify forward-looking statements by the words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "objective," "ongoing," "plan," "predict," "project," "potential," "should," "will," or "would," or the negative of these terms, or other comparable terminology intended to identify statements about the future. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. The forward-looking statements and opinions contained in this Annual Report are based upon information available to us as of the date of this Annual Report and, while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. Forward-looking statements include statements about:

- our ability to continue to add new financial institution partners ("FI partners"), merchant data partners and marketers and maintain our relationships with existing FI partners, merchant data partners and marketers;
- with respect to the Cardlytics platform, our ability to maintain or increase FI partner customer engagement from new and existing FI partners;
- our ability to maintain or increase revenue from new and existing marketers in both new and existing industries;
- the effects of increased competition as well as innovations by new and existing competitors in our market;
- our ability to adapt to technological change and effectively enhance, innovate and scale our solutions;
- our ability to effectively achieve or sustain growth and profitability;
- potential acquisitions and integration of complementary businesses;
- our ability to capture synergies with acquired companies;
- our ability to maintain or strengthen awareness of our brand;
- perceived or actual integrity, reliability, quality or compatibility problems with our products or solutions, including related to unscheduled downtime or outages;
- future revenue, hiring plans, expenses, capital expenditures, capital requirements and stock performance;
- our ability to attract and retain qualified employees and key personnel;
- our ability to grow our business;
- our ability to stay abreast of new or modified laws and regulations that currently apply or become applicable to our business both in the United States and internationally;
- our ability to maintain, protect and enhance our intellectual property;
- costs associated with defending intellectual property infringement and other claims;
- the future trading prices of our common stock and the impact of securities analysts' reports on these prices;
- our ability to consummate the closing of the Bridg sale and receipt of the proceeds therefrom;
- the impact of macroeconomic developments on our business and operations as well as the business or operations of our FI partners and other third parties with whom we conduct business; and
- other risks detailed below in Item 1A. "Risk Factors."

You should refer to Item 1A. "Risk Factors" section of this Annual Report for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking statements in this Annual Report will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame or at all. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this Annual Report.

Except as otherwise indicated herein or as the context otherwise requires, references in this Annual Report to "Cardlytics," the "company," "we," "us," "our" and similar references refer to Cardlytics, Inc. and, unless the context otherwise requires, its consolidated subsidiaries.

RISK FACTORS SUMMARY

Our business is subject to a number of risks and uncertainties, including those risks discussed at-length in the section below titled "Risk Factors." These risks include, among others, the following:

Risks Related to our Business and Industry

- Unfavorable conditions, including, but not limited to, inflationary pressure or tariffs and other trade protection measures, in the global economy or the industries we serve could limit our ability to grow our business and negatively affect our operating results.
- Our quarterly operating results have fluctuated and may continue to vary from period to period, which could result in our failure to meet expectations with respect to operating results and cause the trading price of our stock to decline.
- We may not be able to grow or sustain our revenue or billings in the future.
- We are dependent upon the Cardlytics platform.
- If we fail to identify and respond effectively to rapidly changing technology and industry needs, our solutions may become less competitive or obsolete.
- We are substantially dependent on Chase, Wells Fargo and a limited number of other FI partners.
- The market in which we participate is competitive, and we may not be able to compete successfully with our current or future competitors.

Risks Related to our Outstanding Convertible Senior Notes

- Servicing our debt may require a significant amount of cash. We may not have sufficient cash flow from our business to pay our indebtedness, and we may not have the ability to raise the funds necessary to settle for cash conversions of the 2024 Convertible Senior Notes or to repurchase the 2024 Convertible Senior Notes for cash upon a fundamental change, which could adversely affect our business and results of operations.

Risks Related to Regulatory and Intellectual Property Matters

- We and our FI partners are subject to stringent and changing privacy and data security laws, rules, contractual obligations, self-regulatory schemes, government regulation, policies and other obligations related to data privacy and security. The actual or perceived failure by us, our customers, our partners, or other third parties whom we rely upon to comply with such obligations could lead to regulatory investigations or actions, litigation, disruptions of our business operations, loss of customers or sales, harm our reputation, result in significant expense, loss of revenue or profits, subject us to significant fines and liability or otherwise adversely affect our business.
- Failure to protect our proprietary technology and intellectual property rights could substantially harm our business, financial condition and operating results.

Risks Related to Ownership of our Common Stock

- The market price of our common stock has been, and is likely to continue to be, volatile.
- Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

PART I.

ITEM 1. BUSINESS

Overview

We operate a commerce media platform that is designed to make commerce smarter and rewarding for everyone. At the core of our commerce media platform is the financial media network that we run within our partners' digital channels, which includes online and mobile applications (the "Cardlytics platform"). Additionally, we operate an identity resolution platform that utilizes point-of-sale ("POS") data, including product-level purchase data, to enable marketers to perform analytics and targeted loyalty marketing and also measure the impact of their marketing ("Bridg platform"). The partners for the Cardlytics platform are predominantly financial institutions ("FI partners") that provide us with access to their anonymized purchase data and digital banking customers. The partners for the Bridg platform are predominantly merchants ("merchant data partners") that provide us with access to their POS data, including product-level purchase data. By applying advanced analytics to the purchase data we receive, we make it actionable, helping marketers reach potential buyers at scale and measure the true sales impact of their marketing spend. We have strong relationships with leading marketers across a variety of industries, including everyday spend, specialty retail, restaurant, travel and entertainment.

Our data capabilities, coupled with our access to customers using our partners' digital channels, enable us to help solve fundamental problems for marketers. Marketers increasingly have access to data on the purchase behavior of their customers in their own stores, websites and loyalty programs. However, they lack insight into their customers' purchase behavior outside of their stores and websites, as well as the purchase behavior of individuals who are not yet their customers. The reality is, no matter how robust their own customer data, marketers only see a small portion of their customers' overall spending patterns. As a result, it is difficult for businesses to focus their marketing investments on the most valuable customers. With the Cardlytics platform, we enable marketers to reach potential customers across our network of FI partners through their digital banking accounts and present them relevant offers to save money when they are thinking about their finances. With the Bridg platform, we enable marketers to leverage their own POS data and reach their customers across a variety of digital advertising channels, while also providing measurement of marketing performance based on actual customer purchases. Marketers are also challenged to measure the performance of their marketing, and our financial media network addresses these challenges by enabling marketers to precisely measure how marketing drives both in-store and online sales through "closed loop-measurement."

In January 2026, we entered into a definitive agreement to sell substantially all of the assets primarily related to, or primarily used in, our Bridg platform to an affiliate of PAR Technology Corporation. The transaction is subject to customary closing conditions and has not yet closed. Until the closing of the transaction, the Bridg platform continues to operate as part of our business.

Solutions

The Cardlytics Platform

Through the Cardlytics platform, our financial media network, marketers can deliver advertising content to customers that allows them to earn rewards, which are funded with a portion of the fees we collect from marketers. Additionally, the Cardlytics platform benefits customers and enhances their overall experience by showing them relevant advertisements tailored to their spending patterns and specific interests. We maintain the Cardlytics platform in both the United States ("U.S.") and United Kingdom ("U.K.).

The Cardlytics platform helps marketers find potential new customers that are active in their category but not currently shopping with them, or to grow their business with existing customers. Our marketing is targeted and measured based on actual purchase data at a customer and account level. Unlike many other measurement solutions on which the marketing industry has historically relied, our measurements are not probabilistic or based on models, but are based on actual in-store and online purchases.

The breadth of our network of FI partners means that we are able to offer marketers the ability to optimize their marketing efforts to reach a large number of consumers through a single point of contact. The Cardlytics platform also provides our marketers a scalable solution for driving customer loyalty and engagement whereby Cardlytics handles everything from contracting with marketers and creating, managing and reporting performance of their campaigns to attributing incentives to each of our partners' customers.

The Cardlytics platform helps solve fundamental problems for our FI partners. Leveraging our powerful predictive analytics, we create compelling rewards that have the potential to drive deeper and more sustained use of the FI's digital channels, which we believe reduces customer attrition and increases use of the FI partners' credit and debit cards. Today, our FI partners include JPMorgan Chase Bank, National Association ("Chase"), Wells Fargo Bank, National Association ("Wells Fargo"), and American Express Travel Related Services Company, Inc. ("American Express"), as well as many other national and regional financial

institutions, financial technology companies and virtual-only banks. We also partner with multiple bank processors and digital banking providers to help us reach customers of small and mid-sized FI partners.

The Bridg Platform

The Bridg platform is a customer data platform that utilizes POS data from our merchant data partners, including product-level purchase data to enable marketers to perform analytics and targeted loyalty marketing. Bridg also enables marketers to measure the impact of their marketing. In 2023, we launched an additional product offered through the Bridg platform, Rippl. This product provides retail media capabilities for regional grocers, brands, and consumer packaged goods companies by leveraging customer data to support targeting capability for retail media purposes.

Data and Analytics

Purchase Data from our FI Partners

Purchase data from our FI partners provides a secure view into where and when consumers are spending their money. Our financial media network aggregates and analyzes purchase data without any personal data leaving the FI partners or otherwise being made available to us. The data provided by the FI partner is anonymized so that it cannot be associated with any one individual. In the U.S., the Cardlytics platform ingests approximately one in every two debit and credit card transactions. This data allows us to serve relevant advertisements to our FI partners' customers through our financial media network. We also leverage the power of our data to provide marketers utilizing our financial media network with valuable insights into the preferences of their actual or potential customers wherever they shop.

Point-of-Sale Data from our Merchant Data Partners

Using POS data from our merchant data partners and identity information, the Bridg platform associates customer transactions with anonymized identifiers. We then build anonymized profiles that include product-level purchase history and customer attributes to enable marketing and analytics.

Advanced Analytics Capabilities

We use sophisticated quantitative methods to quickly access our massive volumes of data and make sense of past customer spend—and, importantly, predict future customer spend. Our analytics make our data actionable, enabling us to develop insights that marketers and partners rely on to make more informed business decisions and create more meaningful customer connections.

Since we are able to measure the impact marketing campaigns have on in-store and online sales, marketers can use our data capabilities to optimize their advertising efforts with new or increased investment in the Cardlytics platform. Given our granular view into consumer spending across all categories, we can also help marketers identify share shift against their competition and learn more about where else their customers spend their money.

For our FI partners, we use our analytics to optimize the offers we display to customers within our Cardlytics platform. By assigning relevancy scores to each offer based on what customers are most likely to buy, our Cardlytics platform can present the most relevant offers more prominently in customers' mobile and online banking experiences. This increases the likelihood that customers activate, redeem, and earn more cash back on the things they care about most. At the same time, marketers gain more opportunities to get valuable content in front of the right audience.

Privacy and Security

Cardlytics Platform

We take privacy and security into account in the development and implementation of our systems and services. A critical part of our strategy involves a design focused on gathering data without collecting, maintaining or using sensitive personal data, such as social security numbers, credit card numbers, financial account information or medical records. Our platforms are designed so that we do not receive or have access to any personal data from our FI partners. We only target marketing against anonymized data or data that has undergone processing such that it is only linked to anonymized identifiers. Our privacy and security standards have also been designed to meet the requirements, and safeguard the reputations, of our partners and marketers, many of which are large, multinational corporations. These customers frequently audit our practices and engage in detailed assessments of our infrastructure.

Our Ad Server and Ads Manager form the core of the Cardlytics platform. The Ad Server is responsible for targeting and presenting offers, which are developed and designed within the Ads Manager. Each FI partner's Ad Server is either hosted at the FI partner's data center behind the FI partner's firewall or hosted by us on behalf of the FI partner. The Ad Server interfaces with our FI partners' systems to receive anonymized purchase data, assign a unique consumer ID to each FI partners' customer, and aggregate this purchase data. The unique consumer ID is then used to assign offers, measure redemptions, and in limited cases, validate certain online purchases. The Ad Server also receives engagement data, such as impressions and activations, related to each unique consumer ID.

Ads Manager is hosted in cloud data centers behind our firewall and is used to create, manage and publish marketing campaigns to each FI partner's Ad Server. Ads Manager also provides a majority of the functionality for managing configuration settings within each Ad Server and transferring data between Cardlytics and our FI partners.

We have implemented a number of security controls. Certain of our environments and systems have been certified as SOC 1 Type II or SOC 2 Type II compliant by third parties. Sensitive data is subject to encryption, anonymization, or de-identification depending on the use case and risk profile. We enhance our network security through measures such as network segmentation, firewalls and network and host-based intrusion detection at critical network aggregation and ingress/egress points.

Bridg Platform

The Bridg platform was designed to comply with applicable privacy laws and regulations. The Bridg platform also has built-in privacy protections to ensure that data provided by clients is never sold or shared without their consent, and personal data relating to newly identified consumers is never shared with the clients.

Competitive Strengths

We have the ability to reach and influence real buyers at scale and measure the true impact of our campaigns on in-store and online sales. We believe that the following strengths provide us with competitive advantages:

- **Significant Scale with FI Partners and Deeply Embedded Solution.** We are the primary provider of native bank channel digital advertising to many of our FI partners. Our ability to connect and support multiple banks as a single vendor provides network scale that would otherwise be impossible for a single bank to achieve. Further, advertising within FI Partners' digital channels requires deep technological integrations, which we believe increases the cost of switching or supporting multiple vendors and therefore increases partner loyalty to us.
- **Valuable Touchpoints with Customers of our FI Partners.** The Cardlytics platform enables marketers to reach consumers in a secure, brand-safe, and digitally engaging environment, at a time when they are thinking about their finances. We have access to consumers through both online and mobile channels and are increasingly reaching them through various other channels, including emails and real-time notifications.
- **Massive Data Set and Reach.** During 2025, the Cardlytics platform analyzed approximately \$5.7 trillion in purchases across all categories and geographies, both online and in-store. We have access to purchase data on the Cardlytics platform in the form of credit, debit, ACH and bill pay transactions. We provide marketers with the opportunity to leverage this unique data set to precisely reach millions of consumers.
- **Significant Scale with Marketers due to Consumer Insights and Compelling Return on Advertising Spend.** We provide compelling return on advertising spend due to our ability to influence likely buyers, which we demonstrate through our insights into consumer purchase data. This allows us to serve marketers at scale across a variety of industries, including everyday spend, specialty retail, restaurant, travel and entertainment. By serving these marketers at scale, we have developed deep insight into consumer behavior, which has allowed us to optimize how we reach and influence likely buyers.
- **Powerful, Self-Reinforcing Network Effects.** We see significant network effects within the Cardlytics platform. Adding new marketers and increasing the potential incentives provided to our FI partners' customers increases engagement within our FI partners' digital channels. This, in turn, attracts more FI partners to our platforms, adding to our scale, and making our platforms more valuable to marketers.

- **Ability to Improve Marketing.** Consumers spend a vast majority of their money in physical stores, and marketers have long sought efficient and effective ways to understand online-to-offline attribution. Likewise, although marketers may have access to data on the purchase behavior of their customers in their stores and on their websites, they lack visibility about these customers' overall spending patterns and the purchasing behavior of other likely buyers. Through the Cardlytics platform, we reach and influence real buyers at scale and measure the true, incremental impact marketing campaigns have on in-store and online sales. Our targeting capabilities allow marketers to tailor their campaigns to align with their marketing strategies.
- **Proprietary Technology Architecture and Advanced Analytics Capabilities.** We have designed the Cardlytics platform to protect our data. Our proprietary, distributed architecture helps facilitate both the effective delivery of our solution and the protection of our FI partners' customers' personal data. No personal data is shared by FI partners with Cardlytics and the data received from FI partners is anonymized and cannot be associated with any known individual. Our technologies leverage proprietary algorithms to process raw purchase data into normalized purchase history useful for marketing and analytics. The Cardlytics platform also supports integration of data from third-party sources to enrich the intelligence that we provide. Further, we apply advanced analytics to continuously increase our intelligence capabilities and identify actionable behavior patterns for our marketers. We use sophisticated quantitative methods to quickly access our massive volumes of data and make sense of what has happened—and, importantly, what is likely to happen. Our analytics make our data actionable, enabling us to develop insights that marketers and partners rely on to make more informed business decisions and create more meaningful customer connections.
- **World-Class Management Team with Unique Combination of Backgrounds and Experiences.** Our team's extensive experience across banking, technology and marketing is invaluable for our ability to forge relationships with FI partners and marketers and understand the technical complexities inherent in building platforms to transform and disrupt the marketing industry.

Growth Strategies

The principal components of our strategy include the following:

- **Grow our Business with Marketers.** While we already work with many large marketers, we currently capture only a small portion of their overall marketing spend. We intend to continue expanding our sales and marketing efforts to grow our share of advertising budgets from existing marketers and attract new brands, merchants and service providers, both directly and through advertising agencies.
- **Drive Growth through Existing FI Partners.** We intend to increase customer adoption by improving the effectiveness of our FI partners' digital channels. We continually work with our FI partners to improve their customers' user experience, increase customer awareness and leverage additional customer outreach channels like email and alerts. We believe this organic increase in our monthly active users will drive growth.
- **Expand the Network of Partners.** We will continue to focus on growing our network of partners by integrating with new FI partners, non-bank partners, and merchant data partners. Each new partner increases the size of our data asset and addressable audience, increasing the value of the Cardlytics platform to both marketers and our existing partners, which we believe will drive growth.
- **Grow the Platform Through Integrations with Partners.** We intend to continue to partner with other media platforms, marketing technology providers, merchant data providers and agencies that can utilize our platforms to serve a broad array of customers. We intend to focus on continued technological integration of our platforms with those of other complementary market participants.

Partners

We define a partner as a separate contracting entity from which we access data to empower our platforms either directly or through a third-party intermediary, such as a bank processor, digital banking provider or payment network operator. The partners for the Cardlytics platform are predominantly FI partners that provide us with access to their anonymized purchase data and digital banking customers. We generally pay our partners on the Cardlytics platform a Partner Share, which is a negotiated and fixed percentage of our billings to marketers less any Consumer Incentives that we pay to the partners' customers and certain third-party data providers. Our agreements with our FI partners generally include an automatic renewal feature. The partners for the Bridge platform are merchant data partners that provide us with access to their POS data, including product-level purchase data.

Agreements with Bank of America

Our relationship with Bank of America is governed by a General Services Agreement pursuant to which we provide Bank of America with access to the Cardlytics platform and certain other related services, and a related Statement of Work (collectively, the "GSA"), which grants Bank of America the right to use the software underlying the Cardlytics platform. The GSA extends through July 31, 2025, and Bank of America may terminate the GSA at any time upon 90 days' written notice.

Pursuant to the GSA with Bank of America, we provide the Cardlytics platform to Bank of America customers, and as part of our services we form relationships with participating marketers and obtain and publish marketer offers to Bank of America customers. Bank of America has the right to approve all offers to be presented to Bank of America customers on the Cardlytics platform. Bank of America may terminate the GSA at any time upon 90 days' written notice. The GSA will automatically renew on a monthly basis, unless terminated by either party upon 90 days' written notice. Under the GSA, we share the revenue that we generate from the sale of advertising within the Bank of America channel with Bank of America, subject to certain exceptions.

On April 22, 2025, we received a written non-renewal notice from Bank of America related to our agreements, which each were scheduled to expire pursuant to their terms effective as of July 31, 2025. Pursuant to the agreements, Bank of America requested that we continue to provide uninterrupted operations under the agreements for a period through January 27, 2026, which period was extended through February 16, 2026, at which point our relationship with Bank of America ended.

Agreements with Chase

In May 2018, we entered into a Master Agreement and Schedule #1 to the Master Agreement (collectively, the "Master Agreement") with Chase, pursuant to which we agreed to provide Chase with access to the Cardlytics platform. Under the Master Agreement, we agreed to provide Chase with access to the Cardlytics platform. Chase may terminate the Master Agreement at any time upon 90 days' written notice. The Master Agreement will automatically renew for 12-month periods thereafter, unless terminated earlier in accordance with the terms of the Master Agreement.

Under the Master Agreement, we share billings that we generate from the sale of advertising within the Chase channel with Chase, subject to certain exceptions. The amounts that we pay to Chase in excess of Consumer Incentives are reflected as Partner Share. The specific billing share percentage that we pay is based on marketer- and transaction-specific factors. In June 2023, we entered into an amendment that increased the portion of advertiser billings that is retained by the Company. In July 2025, we further amended the Schedule to extend its term through November 18, 2028 and update certain billing share, incentive and reporting provisions.

Sales and Marketing

Our sales teams are focused on growing our share of advertising budgets from existing marketers and attracting new brands, merchants and service providers, both directly and through advertising agencies. Our marketing efforts are focused on increasing brand awareness for Cardlytics through partnerships, public relations, industry events and publications.

We have dedicated sales teams responsible for establishing relationships with marketers and their agencies. Our sales teams are organized by industry, which include everyday spend, specialty retail, restaurant, travel and entertainment. Each industry team is led by an experienced sales manager and staffed with sales, sales support and service specialists who have deep domain knowledge and industry operating experience. We also have account managers that manage our customer relationships within each industry and focus on deepening relationships with existing partners and expanding our network.

We also have a dedicated FI partner sales team focused on expanding our network by both nurturing our existing relationships and cultivating new relationships with FI partners. Our FI partner sales team helps drive adoption of our solution offerings and partners with FIs to develop curated content and enhancements to the user experience for FI partners' customers to drive increased engagement with the Cardlytics Platform.

Competition

The market for utilizing purchase data to power marketing decisions is still emerging, and we believe we are one of the only companies that can utilize purchase data with the scale and the level of granularity that is equivalent to ours. We believe that we are the only company that leverages purchase data to enable marketing through FI partner channels at scale, although we believe we currently have competition from other companies that deliver similar solutions on a smaller scale. In the future, we may face greater competition from other bank service providers, online retailers, credit card companies, digital publishers, mobile pay providers with access to a substantial amount of consumer purchase data, and our FI partners that have introduced, or may in the future introduce, competitive solutions. There also may be companies with access to FI data that do not enable marketing through FI partner channels at scale today that may be able to do so in the future. While we may successfully partner with a wide range of companies that are only moderately competitive to us, these companies may become more competitive to us in the future. As we introduce new solutions, as our existing solutions evolve and as other companies introduce new products and services, we are likely to face additional competition.

We believe the principal competitive factors in our industry include the following:

- ability to leverage purchase data to inform marketing;
- depth and breadth of relationships with partners, marketers and their agencies;
- depth and breadth of, and access to, purchase data;
- effectiveness in increasing return on advertising spend for marketers;
- effectiveness in increasing marketing campaign performance for marketers and their agencies;
- effectiveness in increasing partner customer engagement;
- ability to maintain confidentiality and security of partner transaction data;
- transparency into and measurement of marketing performance;
- multi-channel capabilities;
- pricing;
- brand awareness and reputation;
- ability to continue to innovate; and
- ability to attract, retain and develop leading-edge sales, account management, analytical and technical talent.

We believe that we compete favorably with respect to these factors and that we are well positioned as a leading provider and innovator in our industry.

The Bridg platform competes with other companies that operate enterprise customer data platforms.

Intellectual Property

Our future success and competitive position depend in part on our ability to protect our intellectual property and proprietary technologies. To safeguard these rights, we rely on a combination of patent, trademark, copyright and trade secret laws and contractual protections in the U.S. and other jurisdictions.

As of December 31, 2025, we had eighteen issued patents relating to our software. We cannot assure you that our patents will give us the protection that we seek or that any such patents will not be challenged, invalidated, or circumvented. Our patents may not provide sufficiently broad protection and may not be enforceable in actions against alleged infringements.

We have registered, or are registering, the "Cardlytics," "Bridg" and "Rippl" names and logos in the U.S. and certain other countries. We have registrations or pending applications for additional marks in the U.S. and other countries; however, we cannot assure you that any future trademark registrations will be issued for pending or future applications or that any registered trademarks will be enforceable or provide adequate protection of our proprietary rights.

We also license software from third parties for integration into our offerings, including open-source software and other software made available on commercially reasonable terms. We cannot assure you that such third parties will maintain such software or continue to make it available.

We are the registered holder of a variety of domestic and international domain names that include cardlytics.com, bridg.com, and similar variations on those names.

In order to protect our unpatented proprietary technologies and processes, we rely on trade secret laws and confidentiality agreements with our employees, consultants, financial institution partners, marketers, vendors and others. Despite our efforts to protect our proprietary technology and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer or otherwise obtain and use them. In addition, others may independently discover our trade secrets, which would prevent us from being able to assert trade secret rights or develop similar technologies and processes. Further, the contractual provisions that we enter into may not prevent unauthorized use or disclosure of our proprietary technology or intellectual property rights and may not provide an adequate remedy in the event of unauthorized use or disclosure of our proprietary technology or intellectual property rights. If we become more successful, we believe that competitors will be more likely to try to develop solutions and services that are similar to ours and that may infringe our proprietary rights. It may also be more likely that competitors or other third parties will claim that our platforms infringe their proprietary rights.

Patent and other intellectual property disputes are common in our industry and we have been involved in such disputes in the past in the ordinary course of our business. Some companies, including some of our competitors, own large numbers of patents, copyrights and trademarks, which they may use to assert claims against us. Third parties may in the future assert claims of infringement, misappropriation or other violations of intellectual property rights against us. They may also assert such claims against our partners, and we typically indemnify against such claims. As the numbers of products and competitors in our market increase and overlaps occur, claims of infringement, misappropriation and other violations of intellectual property rights may increase. Any claim of infringement, misappropriation or other violation of intellectual property rights by a third party, even those without merit, could cause us to incur substantial costs defending against the claim and could distract our management from our business.

Seasonality

Our cash flows from operations vary from quarter to quarter, largely due to the seasonal nature of our marketers' advertising spending. Many marketers tend to devote a significant portion of their marketing budgets to the fourth quarter of the calendar year to coincide with consumer holiday spending and reduce their marketing budgets in the first quarter of the calendar year.

Employees

As of December 31, 2025, we had 275 full-time employees, including 29 in delivery, 105 in sales and marketing, 95 in research and development and 46 in general and administrative. None of our employees are covered by collective bargaining agreements. We believe our employee relations are good, and we have not experienced any work stoppages.

Human Capital Resources and Management

Our company's mission is to make commerce smarter and rewarding for everyone, and we know this starts with investing in each of our employees. Headquartered in Atlanta, GA with additional offices in Los Angeles, CA; Champaign, IL; London, U.K.; and Taipei, Taiwan, our employees are an essential part of all of our successes, with many working remotely, providing the flexibility to contribute from wherever they are most productive.

As of December 31, 2025, our global workforce is made up of approximately 46% women and 47% people of color.

Our use of equity compensation allows our employees to operate as owners and is an important component of our total rewards strategy to retain, motivate and attract the best talent. We encourage our employees to think and act like shareholders, and they are invested in our success. Additionally, we offer comprehensive medical benefits, a positive work/life ratio, flexible paid time off, health and wellness programs, and learning and development opportunities. Each year, with the help of outside experts, we evaluate each aspect of compensation and benefits to ensure they are in alignment with the market and our peers.

As a purpose-driven company, we are focused on creating undeniable impact for partners while delivering real value to people, and our values reflect what drives our success. Our people and culture are our most valuable assets and greatest differentiators. We prioritize growth over comfort, place our customers and partners first, act with urgency and focus, ensure integrity with our partners and data, hold ourselves accountable even when challenged, and value empowerment over hierarchy.

Corporate Information

Cardlytics, Inc. was initially incorporated under the laws of the State of Delaware in June 2008. Our principal executive offices are located at 675 Ponce de Leon Avenue NE, Suite 4100, Atlanta, Georgia 30308. Our telephone number is (888) 798-5802. Our website address is www.cardlytics.com. Our common stock is listed on the Nasdaq Global Market under the symbol "CDLX." "Cardlytics," the Cardlytics logo and other trademarks or service marks of Cardlytics, Inc. or its subsidiaries appearing in this Annual Report on Form 10-K are the property of Cardlytics, Inc. This Annual Report on Form 10-K contains additional trade names, trademarks and service marks of others, which are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this Annual Report may appear without the ® or TM symbols.

Available Information

Our website address is www.cardlytics.com and our investor relations website is located at <http://ir.cardlytics.com/>. Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Exchange Act are available free of charge on our investor relations website as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission ("SEC"). Additionally, the SEC maintains an internet site that contains reports, proxy and information statements and other information. The SEC's website address is www.sec.gov.

The contents of our websites are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

ITEM 1A. RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information contained in this report, and in our other public filings in evaluating our business. Our business, financial condition, operating results, cash flow, and prospects could be materially and adversely affected by any of these risks or uncertainties. In that event, the market price of our common stock could decline, and you could lose part or all of your investment.

Risks Related to our Business and Industry

Unfavorable conditions, including inflationary pressure, or tariffs and other trade protection measures, in the global economy or the industries we serve could limit our ability to grow our business and negatively affect our operating results.

Our operating results may vary based on the impact of unfavorable changes in our industry or the global economy on us or our customers and potential customers. Negative or unstable conditions in the general economy, including conditions resulting from a global or domestic recession or the fear thereof, the imposition of tariffs in the United States and abroad, fluctuations in inflation and interest rates, changes in gross domestic product growth, financial and credit market fluctuations, political turmoil and regulatory changes, natural catastrophes, lower corporate earnings, reduction in business confidence and activity, warfare, including the Russia-Ukraine war and conflict in the Middle East, and terrorist attacks on the United States, Europe, the Asia-Pacific region, or elsewhere could cause a decrease in business and consumer spending, result in reduced committed marketing budgets from our marketers, and negatively affect the growth of our business and our results of operations. For example, in April 2025, the U.S. government announced a new universal baseline tariff of 10%, plus additional country-specific tariffs for select trading partners, on all U.S. imports. The ultimate impact of any tariffs will depend on various factors, including how long such tariffs remain in place, the ultimate levels and application of such tariffs and the extent to which other countries impose retaliatory tariffs. These conditions make it extremely difficult for marketers and us to accurately forecast and plan future business activities and could cause marketers to begin or continue to reduce or delay their marketing spending. Historically, economic downturns have resulted in overall reductions in marketing spending. If macroeconomic conditions deteriorate or are characterized by uncertainty or volatility, marketers may curtail or freeze spending on marketing in general and for services such as ours specifically, which could have a material and adverse impact on our business, financial condition and operating results.

In addition, our business may be materially and adversely affected by weak economic conditions in the industries that we serve. We have historically generated a substantial majority of our revenue from marketers in the restaurant, brick and mortar retail, telecommunications and cable industries, and have expanded into new industries such as everyday spend, specialty retail, restaurant, travel and entertainment. All of these industries have been negatively impacted by the imposition of tariffs, inflationary pressure and certain precautions taken to control inflationary pressure. We cannot predict the timing, strength or duration of any economic slowdown or recovery. In addition, even if the overall economy is robust, we cannot assure you that the market for services such as ours will experience growth or that we will experience growth.

Our quarterly operating results have fluctuated and may continue to vary from period to period, which could result in our failure to meet expectations with respect to operating results and cause the trading price of our stock to decline.

Our operating results have historically fluctuated, and our future operating results may vary significantly from quarter to quarter due to a variety of factors, many of which are beyond our control. Period-to-period comparisons of our operating results should not be relied upon as an indication of our future performance. Given our relatively short operating history and the rapidly evolving nature of our industry, our historical operating results may not be useful in predicting our future operating results.

Factors that may impact our quarterly operating results include the factors set forth in this "Risk Factors" section, as well as the following:

- our ability to attract and retain marketers and partners;
- the amount and timing of revenue, operating costs and capital expenditures related to the operations and expansion of our business, particularly with respect to our efforts to attract new marketers and partners to our network;
- the revenue mix generated from our operations in the U.S. and U.K.;
- the revenue mix generated from the operations of Cardlytics and its subsidiaries;
- decisions made by our FI partners to increase Consumer Incentives or use their Partner Share to fund their Consumer Incentives;
- decisions made by our FI partners to not allow certain offers to appear in some or all of their channels;
- changes in the economic prospects of marketers, the industries that we primarily serve, or the economy generally, which could alter marketers' spending priorities or budgets;
- the termination or alteration of relationships with our partners in a manner that impacts ongoing or future marketing campaigns;
- reputational harm;
- the amount and timing of expenses required to grow our business, including the timing of our payments of Partner Share and Partner Share commitments as compared to the timing of our receipt of payments from our marketers;
- changes in demand for our solutions or similar solutions;
- seasonal trends in the marketing industry;
- competitive market position, including changes in the pricing policies of our competitors;
- exposure related to our international operations and foreign currency exchange rates, including as a result of the impact of tariffs imposed by the U.S. government;
- quarantine, private travel limitation, or business disruption in regions affecting our operations, stemming from actual, imminent or perceived outbreak of contagious disease;
- other events or factors, including those resulting from war, such as hostilities between Russia and Ukraine, and the current armed conflict in the Middle East, and incidents of terrorism;
- expenses associated with items such as litigation, regulatory changes, cyberattacks or security breaches;
- the introduction of new technologies, products or solution offerings by competitors; and
- costs related to acquisitions of other businesses or technologies.

Fluctuations in our quarterly operating results, non-GAAP and other metrics and the price of our common stock may be particularly pronounced in the current economic environment. Each factor above or discussed elsewhere in this "Risk Factors" section or the cumulative effect of some of these factors may result in fluctuations in our operating results. This variability and unpredictability could result in our failure to meet expectations with respect to operating results, or those of securities analysts or investors, for a particular period. If we fail to meet or exceed expectations for our operating results for these or any other reasons,

the market price of our stock could fall and we could face costly lawsuits, including securities class action suits.

We may not achieve or sustain revenue and billings growth in the future.

Our revenue decreased 16.2% to \$233.3 million in 2025 from \$278.3 million in 2024. Our billings decreased 13.3% to \$385.0 million in 2025 from \$443.8 million in 2024. We may not be able to achieve or maintain year-over-year billings growth and may not see revenue growth in the near term or at all, and you should not consider our revenue and billings growth in any specific historical periods as indicative of our future performance. Our revenue and billings may be negatively impacted in future periods due to a number of factors, including, but not limited to, slowing demand for our solutions, increasing competition, decreasing growth of our overall market, inflationary pressure, our inability to engage and retain a sufficient number of marketers or partners, or our failure, for any reason, to capitalize on growth opportunities. If we are unable to maintain consistent revenue or achieve or maintain revenue growth or billings growth, our stock price could be volatile, and it may be difficult for us to achieve and maintain profitability.

We are dependent upon the Cardlytics platform.

The majority of our revenue and billings during 2025 and 2024 were derived from sales of advertising via the Cardlytics platform. Following the closing of our sale of the Bridg business, our revenue and billings will be solely derived from the Cardlytics platform. Accordingly, our operating results could suffer due to:

- lack of continued participation by FI partners in our network, in whole or in part, or our failure to attract new FI partners;
- any decline in demand for the Cardlytics platform by marketers or their agencies;
- failure by our FI partners to increase engagement with our solutions within their customer bases, adopt our new technology and products, improve their customers' user experience, increase customer awareness, leverage additional customer outreach channels like email or otherwise promote our incentive programs on their websites and mobile applications, including by making the programs difficult to access or otherwise diminishing their prominence;
- our failure to offer compelling incentives to our FI partners' customers;
- FI partners may elect to use their Partner Share to fund their Consumer Incentives;
- the introduction by competitors of products and technologies that serve as a replacement or substitute for, or represent an improvement over, the Cardlytics platform, or an FI partner's decision to implement any existing or future product or technology of a competitor alongside, or in lieu, of the Cardlytics platform;
- FI partners developing, or acquiring, their own products, technology, or lines of business to support transaction-based marketing or other incentive programs;
- decisions made by our FI partners to restrict us from pursuing certain marketers for their channels;
- technological innovations or new standards that the Cardlytics platform does not address; and
- sensitivity to current or future prices offered by us or competing solutions.

In addition, we are often required to pay Consumer Incentives before we receive payment from the applicable marketer. Accordingly, if we encounter any significant failure to ultimately collect payment, our business, financial condition and operating results could be adversely affected.

If we are unable to grow our revenue and billings from sales of the Cardlytics platform, our business and operating results would be harmed.

We are substantially dependent on Chase, Wells Fargo and a limited number of other FI partners.

We require participation from our FI partners in the Cardlytics platform and access to their purchase data in order to offer our solutions to marketers and their agencies. We must have FI partners with a sufficient number of customers and levels of customer engagement to ensure that we have robust purchase data and marketing space to support a broad array of incentive programs for marketers.

During the year ended December 31, 2025, our top three FI partners combined to account for over 80% of the total Partner Share we paid to all partners. During the years ended 2024 and 2023, our top three FI partners combined to account for over 85% in each year. During 2025, no FI partner represented over 50% and each represented over 15% of Partner Share. During 2024 and 2023, the top FI partner represented over 50% and the second and third largest FI partners each represented over 10% of Partner Share.

Our agreements with a substantial majority of our FI partners have three- to seven-year terms, but are generally terminable by the FI partner on 90 days or more prior notice. Additionally, our agreements with our FI partners generally do not require us to serve as their sole offer provider, or require our FI partners to publish any given offer on their channels, and they could therefore, reduce their reliance on our solutions during the term of the applicable agreement.

Our FI partners have the ability to restrict us from publishing offers for certain marketers on their channels. Our largest FI partner has recently substantially increased the number of marketers that are subject to such restrictions, and has further informed us that this list of restricted marketers will expand in the future. We expect that these restrictions will impact our ability to grow marketing budgets for these selected advertisers, and in many cases will cause the marketing budgets for these selected advertisers to decrease significantly. Other FI partners may implement similar restrictions.

In April 2025, we received a written non-renewal notice from Bank of America, one of our top three FI partners, with respect to our services agreements by which we publish offers to Bank of America's customers. As a result, these agreements expired pursuant to their terms as of July 31, 2025, provided that Bank of America requested that we continue to provide uninterrupted operations under the services agreements for 180 days thereafter, i.e., through January 27, 2026, which period was extended to February 16, 2026, at which point our relationship with Bank of America has ended.

If another FI partner does not renew its agreement or terminates its agreement with us, we would lose that FI partner as a source of purchase data and online banking customers. Our FI partners may elect to withhold from us or limit the use of their purchase data for many reasons, including:

- a change in the business strategy;
- if there is a competitive reason to do so;
- if new technical requirements arise;
- concern by our FI partners or their customers related to our use of purchase data;
- if they choose to develop and use in-house solutions or use a competitive solution in lieu of our solutions; and
- if legislation is passed restricting the dissemination, or our use, of the data that is currently provided to us, or if judicial interpretations result in similar limitations.

To the extent that we breach or are alleged to have breached the terms of our agreement with any FI partner, or a disagreement arises with an FI partner regarding the interpretation of our contractual arrangements, which has occurred in the past and may occur again in the future, such FI partner may be more likely to cease providing us data, reduce its reliance on us, or terminate its agreement with us. The loss of any of Chase, Wells Fargo or any other significant FI partner, or their reduced reliance on us or our solutions, could significantly harm our business, results of operations and financial conditions.

We may fail to meet our publicly announced guidance or other expectations about our business and future operating results, which would cause our stock price to decline.

We have provided and may continue to provide guidance about our business, future operating results and other business metrics. In developing this guidance, our management must make certain assumptions and judgments about our future performance. Some of those key assumptions relate to the impact of unfavorable macroeconomic conditions and the associated economic uncertainty on our business and the timing and scope of economic recovery globally, which are inherently difficult to predict. Furthermore, analysts and investors may develop and publish their own projections of our business, which may form a consensus about our future performance. Our business results may vary significantly from such guidance or that consensus due to a number of factors, many of which are outside of our control, which could adversely affect our operations and operating results. Furthermore, if we make downward revisions of any publicly announced guidance, or if our publicly announced guidance of future operating results fails to meet expectations of securities analysts, investors or other interested parties, the price of our common stock may decline.

If we fail to maintain our relationships with current FI partners or attract new FI partners or other supply partners, we may not be able to sufficiently grow our revenue, which could significantly harm our business, results of operations and financial condition.

Our ability to grow our revenue depends on our ability to maintain our relationships with current FI partners, both holistically and at the current level of service we provide them, and attract new FI partners. A significant percentage of consumer credit and debit card spending is concentrated with the 10 largest financial institutions in the U.S., five of which are currently part of our network, while the balance of card spending is spread across thousands of smaller financial institutions. Accordingly, our ability to efficiently grow our revenue will specifically depend on our ability to maintain our relationships with the large financial institutions that are currently part of our network and establish relationships with the large financial institutions and other potential supply partners that are not currently part of our network. We have in the past and may in the future be unsuccessful in attempts to establish and maintain relationships with large financial institutions and other supply partners. If we are unable to maintain our relationships with current FI partners and attract new FI partners and other supply partners, our business, results of operations and financial condition would be significantly harmed, and we may fail to capture a material portion of the native bank advertising market opportunity.

The failure to consummate the sale of Bridg may materially and adversely affect our business, financial condition and results of operations.

In January 2026, we entered into a definitive agreement to sell substantially all of the assets primarily related to, or primarily used in, our Bridg platform to an affiliate of PAR Technology Corporation. While the sale of Bridg is pending, it creates unknown impacts on our future. Therefore, our current or potential business partners may decide to delay, defer or cancel entering into new business arrangements with us pending consummation of the transaction. The occurrence of these events individually or in combination could materially and adversely affect our business, financial condition and results of operations.

The Bridg transaction is subject to various closing conditions. We cannot control these conditions and cannot assure you that they will be satisfied. If the transaction is not consummated, we may be subject to a number of risks, including the following:

- we may not be able to identify an alternate transaction, or if an alternate transaction is identified, such alternate transaction may not result in equivalent terms as compared to what is proposed in the pending transaction;
- the trading price of our common stock may decline to the extent that the current market price reflects a market assumption that the sale of Bridg will be consummated;
- doubt as to our ability to effectively implement its current and future business strategies;
- our costs related to the Bridg transaction, such as legal, accounting and financial advisory fees, must be paid even if the transactions is not completed; and
- our relationships with our customers and employees may be damaged and our business may be harmed.

The occurrence of any of these events individually or in combination could materially and adversely affect our business, financial condition and results of operations, which could cause the market value of our common stock to decline.

Our future success will depend, in part, on our ability to expand into new industries.

We have historically generated a substantial majority of our revenue from marketers in the restaurant, brick and mortar retail, telecommunications and cable industries, and have expanded into the gas, grocery, travel and entertainment industries, and believe that our future success will depend, in part, on our ability to expand adoption of our solutions in new industries. As we market to a wider group of potential marketers and their agencies, we will need to adapt our marketing strategies to meet the concerns and expectations of customers in these new industries. Our success in expanding sales of our solutions to marketers in new industries will depend on a variety of factors, including our ability to:

- tailor our solutions so that they that are attractive to businesses in such industries;
- hire personnel with relevant industry experience to lead sales and services teams; and
- develop sufficient expertise in such industries so that we can provide effective and meaningful marketing programs and analytics.

If we are unable to successfully market our solutions to appeal to marketers and their agencies in new industries, we may not be able to achieve our growth or business objectives.

An actual or perceived breach of the security of our systems, or those of third parties with whom we work, could result in adverse consequences resulting from such breach, including but not limited to a disruption of our operations, reputational harm, loss of revenue or profits, loss of customers, regulatory investigations or actions, litigation, fines and penalties and other adverse consequences.

We leverage our F1 partners' purchase data and infrastructures to deliver our Cardlytics platform. We do not currently receive or have access to any personal data from our F1 partners, although we may obtain or have access to personal data from our F1 partners in the future as our business evolves. Additionally, we receive, collect, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, share and have access to personal data and other sensitive or confidential information as a result of other aspects of our business. As such, we may be a more visible target for cyberattacks or physical breaches of our systems, databases or data centers, and we have in the past and we may in the future suffer from such attacks or breaches. There is a risk that actors may attempt to gain access to our systems, for the purpose of stealing personal data, sensitive or proprietary data, accessing sensitive information on our network, or disrupting our or their respective operations. Cyberattacks, malicious internet-based activity and online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information systems, and those of the third parties with whom we work. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors.

Some actors now engage and are expected to continue to engage in cyberattacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties with whom we work, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyberattacks, that could materially disrupt our systems and operations, and ability to provide our services.

In addition to traditional computer "hackers," we and the third parties with whom we work are subject to a variety of evolving threats, including but not limited to social-engineering attacks (including deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), threat actors, software bugs, malicious code (such as viruses and worms), malware (including as a result of advanced persistent threat intrusions), employee theft or misuse, denial-of-service attacks, credential attacks, credential harvesting, and ransomware attacks. We also may be the subject of viruses, malware installation, server malfunction, software or hardware failures, loss of data or other computer assets, adware, malicious or unintentional actions or inactions by employees or others with authorized access to our network that create or expose vulnerabilities, attacks enhanced or facilitated by artificial intelligence ("AI"), and other similar threats or other similar issues. In particular, severe ransomware attacks are becoming increasingly prevalent and can lead to significant interruptions in our operations, ability to provide our products or services, loss of sensitive data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments.

Current or future threat actor capabilities, discovery of existing or new vulnerabilities in our systems and attempts to exploit those vulnerabilities or other developments may compromise the technology protecting our systems. Due to a variety of both internal and external factors, including defects or misconfigurations of our technology, our services have in the past and may in the future become vulnerable to security incidents (both from intentional attacks and accidental causes) that cause them to fail to secure networks and detect and block attacks. It may be difficult and/or costly to detect, investigate, mitigate, contain, and remediate a security incident. Our efforts to do so may not be successful. Actions taken by us or the third parties with whom we work to detect, investigate, mitigate, contain, and remediate a security incident could result in outages, data losses, and disruptions of our business. Threat actors may also gain access to other networks and systems after a compromise of our networks and systems. For example, threat actors may use an initial compromise of one part of our environment to gain access to other parts of our environment, or leverage a compromise of our networks or systems to gain access to the networks or systems of third parties with whom we work, including our FI partners' systems, such as through phishing or supply chain attacks.

Remote work presents risks to our systems and data, as more of our personnel utilize network connections, computers and devices outside our premises or network, including working at home, while in transit and in public locations. A security breach could result in operational or administrative disruptions, or impair our ability to meet our markets' requirements, which could result in decreased revenue. Also, our reputation could suffer irreparable harm, causing our current and prospective marketers and FI partners to decline to use our solutions in the future.

Future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program. Additionally, sensitive information of the Company could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies.

We utilize third parties to operate critical business systems and to process sensitive information in a variety of contexts, including, without limitation, cloud-based infrastructure, data center facilities, encryption and authentication technology, employee email, and other functions. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If the third parties with whom we work experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if the third parties fail to satisfy their data privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award. In addition, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties' infrastructure in our supply chain or our third-party partners' supply chains have not been compromised.

It is difficult, costly and resource intensive to maintain efforts designed to prevent, detect, investigate, contain and remediate security incidents. While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We take steps designed to detect, mitigate, and remediate vulnerabilities in our systems (such as our hardware and software, including that of third parties upon which we rely). We may not, however, detect and remediate all such vulnerabilities, at all or on a timely basis. Further, we may experience delays in developing and deploying remedial measures and patches designed to address identified vulnerabilities. Even if we have issued or otherwise made patches for vulnerabilities in our software applications, products or services, our customers may be unwilling or unable to deploy such patches and use such information effectively and in a timely manner. Vulnerabilities could be exploited and result in a security incident.

Certain of the previously identified or similar threats have in the past and may in the future cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our sensitive information or our information technology systems, or those of the third

parties with whom we work. A security incident or other interruption could disrupt our ability (and that of third parties with whom we work) to provide our platform.

Further, we could expend significant financial and operational resources to protect against or in response to a security incident, including repairing system damage, increasing cybersecurity protection costs by deploying additional personnel and protection technologies, dealing with regulatory scrutiny, and litigating and resolving legal claims, all of which could divert resources and the attention of our management and key personnel away from our business operations. Applicable data privacy and security obligations may require us, or we may voluntarily choose, to notify relevant stakeholders, including affected individuals, customers, regulators, and investors, of security incidents, or to take other actions, such as providing credit monitoring and identity theft protection services. Such disclosures and related actions are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences.

In any event, an actual or perceived breach of the security of our, or the third parties with whom we work, systems or data could materially harm our business, financial condition and operating results. Such adverse consequences may take the form of government enforcement actions (for example, investigations, fines, penalties, audits and inspections); additional reporting requirements and oversight; restrictions on processing of sensitive information; litigation (including class claims); indemnification obligations; reputational harm; monetary fund diversions; diversion of management attention; interruptions in our operations (including data availability); financial loss; and other similar harms. Security incidents and associated consequences may prevent or cause customers to stop using our platform, deter new customers from using our platform, and negatively impact our ability to grow and operate our business. In particular, our product and service offering involves access to our customers' information and systems, a security incident could heighten the impact of these material adverse consequences because of the nature of our business and expectations of our customers.

We cannot assure you that any relevant limitations of liability provisions in our contracts would be enforceable or adequate or would otherwise protect us from any liabilities or damages with respect to any particular claim relating to a security lapse or breach. While we maintain cybersecurity insurance, our insurance may be insufficient or may not cover all liabilities incurred by such attacks. We also cannot be certain that our insurance coverage will be adequate for data handling or data security liabilities actually incurred, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceeds available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, including our financial condition, operating results and reputation.

Our business could be adversely affected if marketers or their agencies are not satisfied with our solutions or our systems and infrastructure fail to meet their needs.

We derive nearly all of our revenue from marketers and their agencies. Accordingly, our business depends on our ability to satisfy marketers and their agencies with respect to their marketing needs. We are in the process of updating our platforms. Any failure or delays in the performance of our systems could cause service interruptions or impaired system performance. Such failures in our systems could cause us to fail to maximize our earning potential with respect to any given marketing campaign. Such failures in our systems could also cause us to over-run on campaigns, thus committing us to higher redemptions, which may negatively affect the profitability of the affected campaigns. If sustained or repeated, these performance issues could adversely affect our business, financial condition or operating results, and further reduce the attractiveness of our solutions to new and existing marketers and cause existing marketers to reduce or cease using our solutions, which could also adversely affect our business, financial condition or operating results. In addition, negative publicity resulting from issues related to our marketer relationships, regardless of accuracy, may damage our business by adversely affecting our ability to attract new marketers or marketing agencies and maintain and expand our relationships with existing marketers.

If the use of our solutions increases, or if marketers or partners demand more advanced features from our solutions, we will need to devote additional resources to improving our solutions, and we also may need to expand our technical infrastructure at a more rapid pace than we have in the past. This may involve purchasing equipment, additional data storage and maintenance solutions, upgrading our technology and infrastructure and introducing new or enhanced solutions. It may take a significant amount of time to plan, develop and test changes to our infrastructure, and we may not be able to accurately forecast demand or predict the results we will realize from such improvements. There are inherent risks associated with changing, upgrading, improving and expanding our technical infrastructure. Any failure of our solutions to operate effectively with future infrastructure and technologies could reduce the demand for our solutions, resulting in marketer or partner dissatisfaction and harm to our business. Also, any expansion of our infrastructure would likely require that we appropriately scale our internal business systems and services organization, including without limitation implementation and support services, to serve our growing marketer base. If we are unable to respond to these changes or fully and effectively implement them in a cost-effective and timely manner, our solutions may become ineffective, we may lose marketers and/or partners, and our business, financial condition and operating results may be negatively impacted.

We derive a material portion of our revenue from a limited number of marketers, and the loss of one or more of these marketers could adversely impact our business, results of operations and financial conditions.

Our revenue and accounts receivable are diversified among a large number of marketers segregated by both geography and industry. During the years ended December 31, 2025, 2024 and 2023, our top five marketers accounted for 20%, 16% and 15% of our revenue, respectively, with no marketer accounting for over 10% during each period. As of December 31, 2025 and 2024, our top five marketers accounted for 30% and 17% of our accounts receivable, respectively, with no individual marketer representing over 10% as of the end of each period.

We do not have material long-term commitments from most of these marketers. If we were to lose one or more of our significant marketers, our revenue may significantly decline. In addition, revenue from significant marketers may vary from period-to-period depending on the timing or volume of marketing spend. Further, our credit risk is concentrated among a limited number of marketers. The loss of one or more of our significant marketers could adversely affect our business, results of operations and financial conditions.

We have a relatively short operating history, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.

We have a relatively short operating history, which limits our ability to forecast our future operating results and subjects us to a number of uncertainties, including with respect to our ability to plan for and model future growth. We have encountered and will continue to encounter risks and uncertainties frequently experienced by growing companies in developing industries. If our assumptions regarding these uncertainties, which we use to manage our business, are incorrect or change in response to changes in our markets, or if we do not address these risks successfully, our operating and financial results could differ materially from our expectations, our business could suffer and our stock price could decline. Any success that we may experience in the future will depend in large part on our ability to, among other things:

- maintain and expand our network of partners;
- build and maintain long-term relationships with marketers and their agencies;
- develop and offer competitive solutions that meet the evolving needs of marketers;
- expand our relationships with partners to enable us to use their purchase data for new solutions;
- improve the performance and capabilities of our solutions;
- successfully expand our business;
- successfully compete with other companies that are currently in, or may in the future enter, the markets for our solutions;
- increase market awareness of our solutions and enhance our brand;
- manage increased operating expenses as we continue to invest in our infrastructure to scale our business; and
- attract, hire, train, integrate and retain qualified and motivated employees.

Any failure of our partners to effectively deliver and promote the online incentive programs that comprise the Cardlytics platform could materially and adversely affect our business.

We have spent the last several years and significant resources building out technology integrations with our partners to facilitate the delivery of incentive programs to our partners' customers and measure those customers subsequent in-store or digital spending. We are also reliant on our network of partners to promote their digital incentive programs and our offers that appear on these programs, increase customer awareness and leverage additional customer outreach channels like email, all of which can increase customer engagement. We believe that key factors in the success and effectiveness of our incentive program include the level of accessibility and prominence of the program on the partners' website and mobile applications and the accessibility and prominence of our offers within these programs, as well as the user interface through which a customer is presented with marketing content. In certain cases, we have little control over the prominence of the incentive program and design of the user interface that our partners choose to use. To the extent that our partners de-emphasize incentive programs or our offers that appear on these programs, make incentive programs difficult to locate on their website or mobile applications or fail to provide a user interface that is appealing to partners' customers, partners' customers may be less likely to engage with the incentive programs or our offers that appear on these programs, which could negatively impact the amount of fees that we are able to charge our marketer customers in connection with marketing campaigns, and, therefore, our revenue. In addition, a failure by our partners to properly deliver or sufficiently promote marketing campaigns may reduce the efficacy of our solutions and impair our ability to attract and retain marketers and their agencies. As a result, the revenue we generate from our Cardlytics platform may be adversely affected, which would materially and adversely affect our business, financial condition and results of operations.

If we do not effectively grow and train our sales team, we may be unable to add new marketers or increase sales to our existing marketers and our business will be adversely affected.

We continue to be substantially dependent on our sales team to obtain new marketers and to drive sales with respect to our existing marketers. We believe that the characteristics and skills of the best salespeople for our solutions are still being defined, as our market is relatively new. Further, we believe that there is, and will continue to be, significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training, integrating and retaining sufficient numbers of sales personnel to support our revenue goals. New hires require significant training, and it may take significant time before they achieve full productivity. Our recent hires and planned hires may not become productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. In addition, as we continue to grow, a large percentage of our sales team will be new to our company and our solutions. If we are unable to hire and train sufficient numbers of effective sales personnel, or the sales personnel are not successful in obtaining new marketers or increasing sales to our existing marketers, our business will be adversely affected.

We generally do not have long-term commitments from marketers, and if we are unable to retain and increase sales of our solutions to marketers and their agencies or attract new marketers and their agencies, our business, financial condition and operating results would be adversely affected.

Most marketers do business with us by placing insertion orders for particular marketing campaigns, either directly or through marketing agencies that act on their behalf. We often do not have any commitment from a marketer beyond the campaigns governed by a particular insertion order, and we frequently must compete to win further business from a marketer. In most circumstances, our insertion orders may be canceled by marketers or their marketing agencies prior to the completion of all the campaigns contemplated in the insertion orders; provided that marketers or their agencies are required to pay us for services performed prior to cancellation. As a result, our success is dependent upon our ability to outperform our competitors and win repeat business from existing marketers, while continually expanding the number of marketers for which we provide services. To maintain and increase our revenue, we must encourage existing marketers and their agencies to increase their use of our solutions and add new marketers.

Many marketers and marketing agencies, however, have only just begun using our solutions for a limited number of marketing campaigns, and our future revenue growth will depend heavily on these marketers and marketing agencies expanding their use of our solutions across campaigns and otherwise increasing their spending with us. Even if we are successful in convincing marketers and their agencies to use our solutions, it may take several months or years for them to meaningfully increase the amount that they spend with us. Further, larger marketers with multiple brands typically have individual marketing budgets and marketing decision makers for each of their brands, and we may not be able to leverage our success in securing a portion of the marketing budget of one or more of a marketer's brands into additional business with other brands. Moreover, marketers may place internal limits on the allocation of their marketing budgets to digital marketing, to particular campaigns, to a particular provider or for other reasons. In addition, we are reliant on our FI partner network to have sufficient marketing inventory within the Cardlytics platform to place the full volume of advertisements contracted for by our marketers and their agencies. Any failure to meet these demands may hamper the growth of our business and the attractiveness of our solutions.

Our ability to retain and increase sales of our solutions and attract new marketers and their agencies may be adversely affected by competitive offerings, marketing methods that are lower priced or perceived as more effective than our solutions, or a general continued reduction or decline in spending by marketers due to the global economic uncertainty and financial market conditions. Larger marketers may themselves have a substantial amount of purchase data and they may also seek to augment their own purchase data with additional purchase, impression or demographic data acquired from third-party data providers, which may allow them to develop, individually or with partners, internal targeting and measurement capabilities.

Because many of our agreements with our marketers or their agencies are not long-term, we may not be able to accurately predict future revenue streams, and we cannot guarantee that our current marketers will continue to use our solutions, or that we will be able to replace departing marketers with new marketers that provide us with comparable revenue. If we are unable to retain and increase sales of our solutions to existing marketers and their agencies or attract new marketers and their agencies for any of the reasons above or for other reasons, our business, financial condition and operating results would be adversely affected.

We have a history of losses and may not achieve net income in the future.

We have incurred annual net losses since inception and expect to incur net losses in certain periods in the future. During 2025 and 2024, our net loss was \$103.5 million and \$189.3 million, respectively. We had an accumulated deficit of \$1.4 billion as of December 31, 2025. We have never achieved net income on an annual basis, and we do not know if we will be able to achieve or sustain net income. We plan to continue to invest in our research and development and sales and marketing efforts, and we anticipate that our operating expenses will continue to increase as we scale our business and expand our operations. Our general and administrative expenses may increase as a result of our growth as well. Our ability to achieve and sustain net income is based on numerous factors, many of which are beyond our control. We may never be able to generate sufficient revenue to achieve or sustain net income.

We operate in an emerging industry and future demand and market acceptance for our solutions is uncertain.

We believe that our future success will depend in large part on the growth, if any, of the market for transaction-based marketing solutions. Utilization of consumer purchase data to inform marketing is an emerging industry and future demand and market acceptance for this type of marketing is uncertain. If the market in which we participate does not continue to develop or develops more slowly than we expect, our business, financial condition and operating results could be harmed.

The market in which we participate is competitive and we may not be able to compete successfully with our current or future competitors.

The market for transaction-based marketing and analytics is nascent and we believe that there is no one company with which we compete directly across our range of solutions. With respect to the Cardlytics platform, we believe that we are the only company that enables marketing through FI channels at scale, although we believe we currently have competition from other companies that deliver similar solutions on a smaller scale. In the future, we may face competition from online retailers, credit card companies, established enterprise software companies, advertising and marketing companies and agencies, digital publishers and mobile pay providers with access to a substantial amount of consumer purchase data or our own FI partners that have introduced, or may in the future introduce, competitive solutions. While we may successfully partner with a wide range of companies that are only moderately competitive to us, these companies may become more competitive to us in the future. As we introduce new solutions, as our existing solutions evolve and as other companies introduce new products and solutions, we are likely to face additional competition.

Some of our actual and potential competitors may have advantages over us, such as longer operating histories, significantly greater financial, technical, marketing or other resources, stronger brand and recognition, larger intellectual property portfolios and broader global distribution and presence. In addition, our industry is evolving rapidly and is becoming increasingly

competitive. Larger and more established companies may focus on transaction-based marketing and could directly compete with us. Smaller companies could also launch new products and services that we do not offer and that could gain market acceptance quickly.

Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. Larger competitors are also often in a better position to withstand any significant reduction in capital spending and will therefore not be as susceptible to economic downturns and inflationary pressure. In addition, current or potential competitors may be acquired by third parties with greater available resources. As a result of such relationships and acquisitions, our current or potential competitors might be able to adapt more quickly to new technologies and customer needs, devote greater resources to the promotion or sale of their products and services, initiate or withstand substantial price competition, take advantage of other opportunities more readily or develop and expand their product and service offerings more quickly than we can. For all of these reasons, we may not be able to compete successfully against our current or future competitors.

If we fail to identify and respond effectively to rapidly changing technology and industry needs, our solutions may become less competitive or obsolete.

Our future success depends on our ability to adapt and innovate. To attract, retain and increase new marketers and partners, we will need to expand and enhance our solutions to meet changing needs, add functionality and address technological advancements. If we are unable to adapt our solutions to evolving trends in the marketing industry, if we are unable to properly identify and prioritize appropriate solution development projects or if we fail to develop and effectively market new solutions or enhance existing solutions to address the needs of existing and new marketers and partners, we may not be able to achieve or maintain adequate market acceptance and penetration of our solutions, or our solutions may become less competitive or obsolete.

In addition, new, more effective or less costly technologies may emerge that use data sources that we do not have access to, that use entirely different analytical methodologies than we do or that use other indicators of purchases by consumers. If existing and new marketers and their agencies perceive greater value in alternative technologies or data sources, our ability to compete for marketers and their agencies could be materially and adversely affected.

A number of factors could impair our ability to collect the significant amounts of data that we use to deliver our solutions.

Our ability to collect and use data may be restricted or prevented by a number of other factors, including:

- the failure of our network or software systems, or the network or software systems of our partners;
- decisions by our partners to restrict our ability to collect data from them (which decision they may be able to make at their discretion) or to refuse to implement the mechanisms that we request to ensure compliance with our technical requirements or legal obligations;
- decisions by our partners to limit our ability to use their purchase data outside of the applicable banking channel;
- decisions by our partners' customers to opt out of the incentive program or to use technology that reduces our ability to deliver relevant advertisements;
- interruptions, failures or defects in our or our partners' data collection, mining, analysis and storage systems;
- changes in regulations impacting the collection and use of data;
- changes in browser or device functionality and settings, and other new technologies, which impact our partners' ability to collect and/or share data about their customers; and
- changes in international laws, rules, regulations and industry standards or increased enforcement of international laws, rules, regulations, and industry standards.

Any of the above-described limitations on our ability to successfully collect, utilize and leverage data could also materially impair the optimal performance of our solutions and severely limit our ability to target consumers or bill marketers for our services, which would harm our business, financial condition and operating results.

The efficacy of some of our solutions depends upon third-party data providers.

We rely on several third parties to assist us in matching our anonymized identifiers with third-party identifiers. This matching process enables us to, among other things, use transaction data to measure in-store and online campaign sales impact or provide marketers with valuable visibility into the behaviors of current or prospective customers both within and outside the context of their marketing efforts. If any of these key data providers were to withdraw or withhold their identifiers from us, or if we fail to renew the agreements governing the relationships with such providers, our ability to provide our solutions could be adversely affected, and certain marketers may severely limit their spending on our solutions or stop spending with us entirely. Replacements for any of these third-party identifiers may not fit the needs of certain marketers or be available in a timely manner or under economically beneficial terms.

Defects, errors or delays in our solutions could harm our reputation, which would harm our operating results.

The technology underlying our solutions may contain material defects or errors that could adversely affect our ability to operate our business and cause significant harm to our reputation. This risk is compounded by the complexity of the technology underlying our solutions and the large amounts of data that we leverage and process. In addition, with regard to the Cardlytics platform, if we are unable to attribute Consumer Incentives to our partners' customers in a timely manner, our FI partners may limit or discontinue their use of our solutions. Any such error, failure, malfunction, disruption or delay could result in damage to our reputation and could harm our business, financial condition and operating results.

Significant system disruptions, loss of data center capacity, or changes to our data hosting solutions could adversely affect our business, financial condition and operating results.

Our business is heavily dependent upon highly complex data processing capabilities. We currently contract with Amazon Web Services for our cloud-hosting solutions. We have largely migrated our data storage capabilities to Amazon Web Services' cloud-hosting solution. If we do not complete the migration in a seamless fashion or fail to administer the cloud-hosting solution in a well-managed, secure and effective manner, we may experience unplanned service disruptions or unforeseen costs. If for any reason our arrangements with our data-hosting solutions are terminated, or if we are unable to renew our agreements on commercially reasonable terms, we may be required to transfer that portion of our operations to new data-hosting solutions, and we may incur significant costs and possible service interruption in connection with doing so. Further, protection of our data-hosting solutions against damage or interruption from cyber-attacks, fire, flood, tornadoes, power loss, telecommunications or equipment failure or other disasters and events beyond our control is important to our continued success. Any damage to, or failure of, the systems of the data-hosting solutions that we utilize could result in interruptions to the availability or functionality of our solutions. In addition, the failure of the data-hosting solutions that we utilize to meet our capacity requirements could result in interruptions in the availability or functionality of our solutions or impede our ability to scale our operations. Any damage to the data-hosting solutions that we utilize that causes loss of capacity or otherwise causes interruptions in our operations could materially adversely affect our ability to quickly and effectively respond to our marketers' or partners' requirements, which could result in loss of their confidence, adversely impact our ability to attract new marketers or partners and force us to expend significant resources. The occurrence of any such events could adversely affect our business, financial condition and operating results.

Seasonal fluctuations in marketing activity could adversely affect our cash flows.

We expect our revenue, operating results, cash flows from operations and other key performance metrics to vary from quarter to quarter in part due to the seasonal nature of our marketers' spending on digital marketing campaigns. For example, many marketers tend to devote a significant portion of their budgets to the fourth quarter of the calendar year to coincide with consumer holiday spending and to reduce spend in the first quarter of the calendar year. Seasonality could have a material impact on our revenue, operating results, cash flow from operations and other key performance metrics from period to period.

Our corporate culture has contributed to our success, and if we cannot maintain it, we could lose the innovation, creativity and teamwork fostered by our culture, and our business may be harmed.

As of December 31, 2025, we had 275 full-time employees. We may further expand our overall headcount and operations, with no assurance that we will be able to do so while effectively maintaining our corporate culture. We believe our corporate culture is one of our fundamental strengths as it enables us to attract and retain top talent and deliver superior results for our customers. As we grow, change and integrate acquired businesses and their employees, we may find it difficult to preserve our corporate culture, which could reduce our ability to innovate and operate effectively. In turn, the failure to preserve our culture could negatively affect our ability to attract, recruit, integrate and retain employees, continue to perform at current levels and effectively execute our business strategy. Additionally, available share count, at current market price, may limit our ability to attract and retain key talent as a part of our equity compensation.

If we are unable to attract, integrate and retain additional qualified personnel, including top technical talent, our business could be adversely affected.

Our future success depends in part on our ability to identify, attract, integrate and retain highly skilled technical, managerial, sales and other personnel, including top technical talent from the industry. We face intense competition for qualified individuals from numerous other companies, including other software and technology companies, many of whom have greater financial and other resources than we do. These companies also may provide more diverse opportunities and better chances for career advancement. Some of these characteristics may be more appealing to high-quality candidates than those we have to offer. In addition, new hires often require significant training and, in many cases, take significant time before they achieve full productivity. We may incur significant costs to attract and retain qualified personnel, including significant expenditures related to salaries and benefits and compensation expenses related to equity awards, and we may lose new employees to our competitors or other companies before we realize the benefit of our investment in recruiting and training them. Additionally, available share count, at current market price, may limit our ability to attract and retain key talent as a part of our equity compensation. Moreover, new employees may not be or become as productive as we expect, as we may face challenges in adequately or appropriately integrating them into our workforce and culture. In addition, as we move into new geographies, we will need to attract and recruit skilled personnel in those areas. We have little experience with recruiting in geographies outside of the U.S. and the U.K., and may face additional challenges in attracting, integrating and retaining international employees. If we are unable to attract, integrate and retain suitably qualified individuals who are capable of meeting our growing technical, operational and managerial requirements, on a timely basis or at all, our business may be adversely affected.

We are dependent on the continued services and performance of our senior management and other key personnel, the loss of any of whom could adversely affect our business.

Our future success depends in large part on the continued contributions of our senior management and other key personnel. In particular, the leadership of key management personnel is critical to the successful management of our company, the development of our solutions and our strategic direction. We do not maintain "key person" insurance for any member of our senior management team or any of our other key employees. Our U.S.-based senior management and key personnel are all employed on an at-will basis, which means that they could terminate their employment with us at any time, for any reason and without notice. The loss of any of our key management personnel could significantly delay or prevent the achievement of our development and strategic objectives and adversely affect our business.

Our international sales and operations subject us to additional risks that can adversely affect our business, operating results and financial condition.

During 2025 and 2024, we derived 13.0% and 8.7%, respectively, of our revenue from outside the U.S. While substantially all of our operations are located in the U.S., we have offices in the U.K. and Taiwan and may continue to expand our international operations as part of our growth strategy. Our ability to convince marketers to expand their use of our solutions or renew their agreements with us is directly correlated to our direct engagement with such marketers or their agencies. To the extent that we are unable to engage with non-U.S. marketers and agencies effectively with our limited sales force capacity, we may be unable to grow sales to existing marketers to the same degree we have experienced in the U.S.

Our international operations subject us to a variety of risks and challenges, including:

- localization of our solutions, including adaptation for local practices;
- increased management, travel, infrastructure and legal and compliance costs associated with having international operations;

- fluctuations in currency exchange rates and related effects on our operating results;
- longer payment cycles and difficulties in collecting accounts receivable or satisfying revenue recognition criteria;
- increased financial accounting and reporting burdens and complexities;
- general economic conditions in each country or region, including inflationary pressure;
- the global economic uncertainty and financial market conditions;
- reduction in billings associated with the U.K. as well as issues related to foreign currency exchange rates and trade with foreign jurisdictions;
- contractual and legislative restrictions or changes;
- economic uncertainty around the world;
- compliance with foreign laws and regulations and the risks and costs of non-compliance with such laws and regulations;
- compliance with applicable laws and regulations for foreign operations, including the Foreign Corrupt Practices Act, the U.K. Bribery Act, import and export control laws, tariffs, trade barriers, economic sanctions and other regulatory or contractual limitations on our ability to sell our products in certain foreign markets, and the risks and costs of non-compliance;
- potential changes in a specific country's or region's political or economic climate, including ongoing international tension and conflict;
- heightened risks of unfair or corrupt business practices in certain geographies and of improper or fraudulent sales arrangements that may impact financial results, which may also result in restatements of financial statements or irregularities in financial statements;
- difficulties in repatriating or transferring funds from or converting currencies in certain countries;
- cultural differences inhibiting foreign employees from adopting our corporate culture;
- reduced protection for intellectual property rights in some countries and practical difficulties of enforcing rights abroad; and
- compliance with the laws of foreign taxing jurisdictions and overlap of different tax regimes.

Any of these risks could adversely affect our international operations, reduce our international revenues or increase our operating costs, adversely affecting our business, financial condition and operating results.

If we do not manage our growth effectively, the quality of our solutions may suffer, and our business, financial condition and operating results may be negatively affected.

The growth in our business has placed, and is expected to continue to place, a significant strain on our managerial, administrative, operational and financial resources, as well as our infrastructure. We rely heavily on information technology ("IT") systems to manage critical functions such as data storage, data processing, matching and retrieval, revenue recognition, budgeting, forecasting and financial reporting. To manage our growth effectively, we must continue to improve and expand our infrastructure, including our IT, financial and administrative systems and controls. In particular, we may need to significantly expand our IT infrastructure as the amount of data we store and transmit increases over time, which will require that we both utilize existing IT products and adopt new technologies. If we are not able to scale our IT infrastructure in a cost-effective and secure manner, our ability to offer competitive solutions will be harmed and our business, financial condition and operating results may suffer.

We must also continue to manage our employees, operations, finances, research and development and capital investments efficiently as a remote-first company where the majority of our employees are working from home. Our productivity and the quality of our solutions may be adversely affected if we do not integrate and train our new employees quickly and effectively or if we fail to appropriately coordinate across our executive, research and development, technology, service development, analytics, finance, human resources, marketing, sales, operations and customer support teams. If we continue our rapid growth, we will incur additional expenses, and our growth may continue to place a strain on our resources, infrastructure and ability to maintain the quality of our solutions. If we do not adapt to meet these evolving challenges, or if the current and future members of our management team do not effectively manage our growth, the quality of our solutions may suffer and our corporate culture may be harmed. Failure to manage our future growth effectively could cause our business to suffer, which, in turn, could have an adverse impact on our business, financial condition and operating results.

If currency exchange rates fluctuate substantially in the future, the results of our operations could be adversely affected.

Due to our international operations, we may be exposed to the effects of fluctuations in currency exchange rates, including inflationary pressure. We generate revenue and incur expenses for employee compensation and other operating expenses at our foreign offices in the local currency. Fluctuations in the exchange rates between the U.S. dollar and foreign currencies could result in the dollar equivalent of such revenue and expenses being lower, which could have a negative net impact on our reported operating results. Although we may in the future decide to undertake foreign exchange hedging transactions to cover a portion of our foreign currency exchange exposure, we currently do not hedge our exposure to foreign currency exchange risks.

Our ability to use net operating losses and certain other tax attributes to offset future taxable income may be limited.

Portions of our net operating loss ("NOL") carry-forwards could expire unused and be unavailable to offset future tax liabilities because of their limited duration or because of restrictions under U.S. tax law. As of December 31, 2025 and 2024, we had U.S. federal and state NOLs of \$990.7 million and \$900.7 million, respectively. Our federal NOLs generated in tax years beginning before January 1, 2018, are permitted to be carried forward for only 20 years under applicable U.S. tax law. Our federal NOLs generated in tax years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal NOL carry-forwards in a taxable year is limited to 80% of taxable income in such year.

In addition, under Section 382 and Section 383 of the Internal Revenue Code of 1986, as amended (the "Code"), if a corporation undergoes an "ownership change," which is generally defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation's ability to use its pre-change NOL carry-forwards and other pre-change tax attributes to offset its post-change taxable income or taxes may be limited. We have experienced "ownership changes" under Code Section 382 in the past, and future changes in ownership of our stock, including by reason of future offerings, as well as other changes that may be outside of our control, could result in future ownership changes under Code Section 382. If we are or become subject to limitations on our use of federal NOL carry-forwards under Code Section 382, some of our federal NOL carry-forwards could expire unutilized or underutilized, even if we earn taxable income against which our federal NOL carry-forwards could otherwise be offset. Similar provisions of state tax law may also apply to limit our use of accumulated state tax attributes. In addition, at the state level, there may be periods during which the use of NOL carry-forwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

Changes in tax laws or regulations could materially adversely affect our company.

New tax laws or regulations could be enacted at any time, and existing tax laws or regulations could be interpreted, modified or applied in a manner that is adverse to us, which could adversely affect our business and financial condition. The U.S. government recently enacted legislation, commonly referred to as the One Big Beautiful Bill Act, that along with other recent U.S. federal tax reform, has resulted in significant changes to the taxation of business entities including, among other changes, the imposition of minimum taxes and excise taxes, changes to the taxation of income derived from international operations, changes in the deduction and amortization of research and development expenditures, and limitations on the deductibility of business interest. The Inflation Reduction Act, which was passed in the U.S. in 2022, provides for a minimum tax equal to 15% of the adjusted financial statement income of certain large corporations, as well as a 1% excise tax on certain share buybacks by public corporations, which would be imposed on such corporations. It is uncertain if and to what extent various states will conform to federal tax legislation. The impact of such changes or any future legislation could affect our U.S. tax expense and could have a material adverse impact on our business and financial condition.

Future acquisitions could disrupt our business and adversely affect our business, financial condition and operating results.

We may choose to expand by making acquisitions that could be material to our business, financial condition or operating results. Acquisitions involve many risks, including the following:

- an acquisition may negatively affect our business, financial condition, operating results or cash flows because it may require us to incur charges or assume substantial debt or other liabilities, may cause adverse tax consequences or unfavorable accounting treatment, may expose us to claims and disputes by third parties, including intellectual property claims and disputes, or may not generate sufficient financial return to offset additional costs and expenses related to the acquisition;
- we may encounter difficulties or unforeseen expenditures in integrating the business, technologies, products, personnel or operations of any company that we acquire, particularly if key personnel of the acquired company decide not to work for us;
- an acquisition, whether or not consummated, may disrupt our ongoing business, divert resources, increase our expenses and distract our management;

- an acquisition may result in a delay or reduction of purchases for both us and the company that we acquired due to uncertainty about continuity and effectiveness of solution from either company;
- we may encounter difficulties in, or may be unable to, successfully sell any acquired products or solutions;
- an acquisition may involve the entry into geographic or business markets in which we have little or no prior experience or where competitors have stronger market positions;
- challenges inherent in effectively managing an increased number of employees in diverse locations;
- potential strain on our financial and managerial controls and reporting systems and procedures;
- potential known and unknown liabilities associated with an acquired company;
- our use of cash to pay for acquisitions would limit other potential uses for our cash;
- if we incur debt to fund such acquisitions, such debt may subject us to material restrictions on our ability to conduct our business as well as financial maintenance covenants;
- the risk of impairment charges related to potential write-downs of acquired assets or goodwill in future acquisitions; and
- to the extent that we issue a significant amount of equity or convertible debt securities in connection with future acquisitions, existing stockholders may be diluted and earnings (loss) per share may decrease (increase).

We may not succeed in addressing these or other risks or any other problems encountered in connection with the integration of any acquired business. The inability to successfully integrate the business, technologies, products, personnel or operations of any acquired business, or any significant delay in achieving integration, could have a material adverse effect on our business, financial condition and operating results.

Charges to earnings resulting from our acquisitions may cause our operating results to suffer.

Under accounting principles, we have allocated the total purchase price of Bridg's net tangible assets and intangible assets based on its fair value as of the date of the acquisition, and we have recorded the excess of the purchase price over that fair value as goodwill. Our management's estimates of fair value will be based upon assumptions that they believe to be reasonable but that are inherently uncertain. The following factors, among others, could result in material charges that would cause our financial results to be negatively impacted:

- impairment of other long-term assets;
- charges for the amortization of identifiable intangible assets and for stock-based compensation; and
- accrual of newly identified pre-acquisition contingent liabilities that are identified subsequent to the finalization of the purchase price allocation.

Additional costs may include costs of employee redeployment, relocation and retention, including salary increases or bonuses, taxes and termination of contracts that provide redundant or conflicting services. Some of these costs may have to be accounted for as expenses that would negatively impact our results of operations.

We may require additional capital to support growth, and such capital might not be available on terms acceptable to us, if at all, which may in turn hamper our growth and adversely affect our business.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new solutions or enhance our solutions, improve our operating infrastructure or acquire complementary businesses and technologies. Accordingly, we may need to engage in equity, equity-linked or debt financings to secure additional funds. If we raise additional funds through future issuances of equity or equity-linked securities, including convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities that we issue could have rights, preferences and privileges superior to those of holders of our common stock. Any debt financing that we secure in the future could involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, including the ability to pay dividends or repurchase shares of our capital stock. This may make it more difficult for us to obtain additional capital, to pursue business opportunities, including potential acquisitions, or to return capital to our stockholders. We also may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth, service our indebtedness and respond to business challenges could be significantly impaired, and our business may be adversely affected.

Bringing new FI partners into our network may require considerable time and expense and can be long and unpredictable.

Our FI partners and FI partner prospects engage in highly regulated businesses, are often slow to adopt technological innovation and have rigorous standards with respect to providing third parties, like us, with access to their data. Our operating results depend in part on expanding our FI partner network to maintain and enhance the scale of our solutions. The length of time that it takes to add an FI partner to our network, from initial evaluation to integration into our network, varies substantially from FI to FI and may take several years. Our sales and integration cycle with respect to our FI partners is long and unpredictable, requires considerable time and expense and may not ultimately be successful. It is difficult to predict exactly when, or even if, a new FI partner will join our network and we may not generate revenue from a new FI partner in the same period as we incurred the costs associated with acquiring such FI partner, or at all. Once an FI partner has agreed to work with us, it may take a lengthy period of time for the implementation of our solutions to be prioritized and integrated into the FI partner's infrastructure. Because a substantial portion of our expenses are relatively fixed in the short term, our operating results will suffer if revenue falls below our expectations in a particular quarter, which could cause the price of our stock to decline. Ultimately, if additions to our FI partner's network are not realized in the time period expected or not realized at all, or if an FI partner terminates its agreement with us, our business, financial condition and operating results could be adversely affected.

Bringing new FI partners into our network, or changes made by our existing FI partners, may impede our ability to accurately forecast the performance of our network.

Bringing new FI partners into our network, or changes made by our existing FI partners, may impede our ability to accurately predict how certain marketing campaigns will perform, and thus may impede our ability to accurately forecast the performance of our network. Such inaccurate predictions could result in marketing campaigns underperforming, which impacts the total fees we can collect from marketers, or over performing, which may result in us paying certain Consumer Incentives to consumers without adequate compensation from the marketers. The amount of time it will take us to be able to understand the impact of a new FI partner on our network or changes made by an existing FI partner is uncertain and difficult to predict. Additionally, our understanding of the impact of any given FI partner is subject to change at any time, as such understanding can be impacted by factors such as changes to an FI partner's business strategy, changes to an FI partner's user interface, or changes in the behavior or makeup of an FI partner's consumer base.

If we are not able to maintain and enhance our brand, our business, financial condition and operating results may be adversely affected.

We believe that developing and maintaining awareness of the Cardlytics brand in a cost-effective manner is critical to achieving widespread acceptance of our existing solutions and future solutions and is an important element in attracting new marketers and partners. Furthermore, we believe that the importance of brand recognition will increase as competition in our market increases. Successful promotion of our brand will depend largely on the effectiveness of our marketing efforts and on our ability to deliver valuable solutions for our marketers, their agencies and our partners. In the past, our efforts to build our brand have involved significant expense. Brand promotion activities may not yield increased revenue and billings, and even if they do, any increased revenue and billings may not offset the expenses that we incurred in building our brand. If we fail to successfully promote and maintain our brand or incur substantial expenses in an unsuccessful attempt to promote and maintain our brand, we may fail to attract enough new marketers or partners or retain our existing marketers or partners and our business could suffer.

Risks Related to our Indebtedness

Servicing our debt may require a significant amount of cash. We may not have sufficient cash flow from our business to pay our indebtedness, and we may not have the ability to raise the funds necessary to settle for cash conversions of the 2024 Convertible Senior Notes or to repurchase the 2024 Convertible Senior Notes for cash upon a fundamental change, which could adversely affect our business and results of operations.

In April 2024, we issued \$172.5 million principal amount of our 4.25% Convertible Senior Notes due in 2029 (the "2024 Convertible Senior Notes"). The interest rate for the 2024 Convertible Senior Notes is fixed at 4.25% per annum and is payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2024. Additionally, as of December 31, 2025, we had \$40.1 million of outstanding borrowings under our 2018 Line of Credit. Borrowings under our 2018 Line of Credit bear an interest rate equal to the prime rate plus 0.125%.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the 2024 Convertible Senior Notes and any borrowings under our 2018 Line of Credit, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not generate cash flows from operations in the future that are sufficient to service our debt. If we are unable to generate such cash flows, we may be required to

adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional debt financing or equity capital on terms that may be onerous or highly dilutive. Our ability to refinance any existing or future indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations. In addition, our 2018 Line of Credit contains and our future debt agreements may contain restrictive covenants that may limit our ability to or prohibit us from adopting any of these alternatives. Our failure to comply with these covenants could result in an event of default which, if not cured or waived, could result in the acceleration of our debt.

Holders of the 2024 Convertible Senior Notes have the right to require us to repurchase their 2024 Convertible Senior Notes upon the occurrence of a fundamental change (as defined in the indenture governing the 2024 Convertible Senior Notes) at a repurchase price equal to 100% of the principal amount of the 2024 Convertible Senior Notes to be repurchased, as applicable, plus accrued and unpaid interest, if any. Upon conversion, unless we elect to deliver solely shares of our common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the 2024 Convertible Senior Notes being converted. We may not have enough available cash or be able to obtain financing at the time we are required to make repurchases in connection with such conversion and our ability to pay may additionally be limited by law, by regulatory authority or by agreements governing our existing and future indebtedness. Our failure to repurchase the 2024 Convertible Senior Notes at a time when the repurchase is required by the indentures governing the 2024 Convertible Senior Notes, as applicable, or to pay any cash payable on future conversions as required by such indenture would constitute a default under such indenture. A default under an indenture or the fundamental change itself could also lead to a default under agreements governing our existing and future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase the 2024 Convertible Senior Notes or make cash payments upon conversions thereof.

In addition, our indebtedness, combined with our other financial obligations and contractual commitments, could have other important consequences. For example, it could:

- make us more vulnerable to adverse changes in the U.S. and worldwide economic climate;
- negatively expose us to competitive conditions and adverse changes in government regulation;
- limit our flexibility in planning for, or reacting to, changes in our business and our industry;
- place us at a disadvantage compared to our competitors who have less debt;
- limit our ability to borrow additional amounts for working capital, funding future acquisitions, and other general corporate purposes; and
- make an acquisition of our company less attractive or more difficult.

Any of these factors could harm our business, results of operations, and financial condition. In addition, if we incur additional indebtedness, the risks related to our business and our ability to service or repay our indebtedness would increase.

The conditional conversion feature of either series of 2024 Convertible Senior Notes, if triggered, may adversely affect our financial condition and results of operations.

In the event the conditional conversion feature of either series of 2024 Convertible Senior Notes is triggered, holders of such 2024 Convertible Senior Notes will be entitled to convert their 2024 Convertible Senior Notes at any time during specified periods at their option. If one or more holders elect to convert their 2024 Convertible Senior Notes, as applicable, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their 2024 Convertible Senior Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the applicable series of 2024 Convertible Senior Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

Transactions relating to our 2024 Convertible Senior Notes may affect the value of our common stock.

The conversion of some or all of the 2024 Convertible Senior Notes would dilute the ownership interests of existing stockholders to the extent we satisfy our conversion obligation by delivering shares of our common stock upon any conversion of such 2024 Convertible Senior Notes. Our 2024 Convertible Senior Notes may become in the future convertible at the option of their holders under certain circumstances. If holders of our 2024 Convertible Senior Notes elect to convert their 2024 Convertible Senior Notes, we may settle our conversion obligation by delivering to them a significant number of shares of our common stock, which would cause dilution to our existing stockholders.

We do not make any representation or prediction as to the direction or magnitude of any potential effect that the transactions described above may have on the price of the 2024 Convertible Senior Notes or our common stock.

Risks Related to Regulatory and Intellectual Property Matters

We and our FI partners are subject to stringent and evolving U.S. and foreign privacy and data security laws, rules, contractual obligations, regulation, industry standards, policies and other obligations related to data privacy and security. The actual or perceived failure by us, our partners, or other third parties with whom we work to comply with such obligations could lead to regulatory investigations or actions, litigation (including class action claims), mass arbitration demands, disruptions of our business operations, or loss of customers or sales, harm our reputation, result in significant expense or loss of revenue or profits, subject us to significant fines and liability or otherwise adversely affect our business.

In the ordinary course of business, we collect, receive, store, process, use, generate, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share personal data and other sensitive information including proprietary and confidential business data, trade secrets, and intellectual property ("process") necessary to operate our business, for legal and marketing purposes, and for other business-related purposes. We, our FI partners, our marketers and other third parties with whom we work are subject to a number of data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy policies, contractual requirements, and other obligations relating to data privacy and security as well as laws and regulations regarding online services and the Internet generally. We rely on our FI partners not to provide us any "personal data" as defined under relevant data protection regimes; however, to the extent such FI partners fail to do so, we may have exposure to data protection obligations and the failure of which to comply with such obligations could lead to material adverse consequences.

In the U.S., the rules and regulations to which we, directly or contractually through our partners, or our marketers are or may be subject, include but are not limited to those promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the Gramm-Leach-Bliley Act and state cybersecurity, privacy and breach notification laws.

The regulatory framework for online services and data privacy and security issues worldwide can vary substantially from jurisdiction to jurisdiction, is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many of these obligations conflict with each other, and interpretation of these laws, rules and regulations and their application to our solutions in the U.S. and foreign jurisdictions is ongoing and cannot be fully determined at this time.

Numerous U.S. states have enacted comprehensive privacy laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal data. As applicable, such rights may include the right to access, correct, or delete certain personal data, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making. The exercise of these rights may impact our business and ability to provide our products and services. Certain states also impose stricter requirements for processing certain personal data, including sensitive information, such as conducting data privacy impact assessments. These state laws allow for statutory fines for noncompliance. For example, the California Consumer Privacy Act of 2018 ("CCPA") applies to personal data of consumers, business representatives, and employees who are California residents, and requires businesses subject to the CCPA to provide specific disclosures in privacy notices and respond to requests of such individuals to exercise certain privacy rights. The CCPA provides for fines and allows private litigants affected by certain data breaches to recover significant statutory damages.

Similar laws are being considered in several other states, as well as at the federal and local levels. These developments may further complicate compliance efforts, and may increase legal risk and compliance costs for us and the third parties with whom we work.

Outside of the U.S., an increasing number of laws, regulations, and industry standards govern data privacy and security. For example, the European Union's General Data Protection Regulation ("EU GDPR") and the United Kingdom's GDPR ("U.K. GDPR") impose strict requirements for processing personal data. For example, under the EU GDPR, companies may face temporary or definitive bans on data processing and other corrective actions, fines of up to 20 million euros or 4% of annual global revenue (whichever is greater), or private litigation related to processing of personal data brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests. An example of the type of international regulation to which we may be subject is the U.K.'s Privacy and Electronic Communications Regulations 2011 ("PECR"), which implements the requirements of Directive 2009/136/EC (which amended Directive 2002/58/EC), which is known as the ePrivacy Directive. The PECR regulates various types of electronic direct marketing that use cookies and similar

technologies. The PECR also imposes sector-specific breach reporting requirements, but these requirements only apply to providers of certain public electronic communications services. Additional European Union member state laws of this type may follow.

In the ordinary course of business, we transfer personal data from Europe and other jurisdictions to the U.S. or other countries. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the European Economic Area ("EEA") and the U.K. have significantly restricted the transfer of personal data to the U.S. and other countries whose privacy laws it believes are inadequate. Other jurisdictions may adopt, or have already adopted, similarly stringent data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal data from the EEA and U.K. to the U.S. in compliance with law, such as the EEA standard contractual clauses and U.K.'s International Data Transfer Agreement, and the EU-U.S. Data Privacy Framework and the U.K. extension thereto (which allows for transfers to relevant U.S.-based organizations who self-certify compliance and participate in the framework), these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal data to the U.S. If there is no lawful manner for us to transfer personal data from the EEA, the U.K., or other jurisdictions to the U.S., or if the requirements for a legally compliant transfer are too onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or all of our business or data processing activities to other jurisdictions at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business. Additionally, companies that transfer personal data out of the EEA and U.K. to other jurisdictions, particularly to the U.S., are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers out of the EEA for allegedly violating GDPR's cross-border data transfer limitations.

Additionally, the U.S. Department of Justice issued a rule entitled the Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons, which places additional restriction on certain data transactions involving countries of concern (e.g., China, Russia, Iran) and covered persons (i.e., individuals and entities who are designated as such by the U.S. Attorney General or considered "foreign persons" and are majority owned by, organized under the laws of, a primary resident in, or a contractor of, a covered person or country of concern, as applicable) that impacts certain of our business activities such as vendor engagements, sale or sharing of data, employment of certain individuals, and investor agreements. The rule applies regardless of whether data is anonymized, key-coded, pseudonymized, de-identified or encrypted which presents particular challenges for companies like ours. Violations of the rule could lead to significant civil and criminal fines and penalties.

Our Bridg business relies on the acquisition and sale of personal data, including data obtained from third-party data suppliers. The acquisition and sale of personal data from or to third parties has become subject to increased regulatory scrutiny. For example, some data suppliers are required to register as data brokers under various laws which exposes them to increased scrutiny. As an example, California's Delete Act requires data brokers to honor single, verifiable requests from California consumers to delete all of their personal information held by all registered data brokers and their service providers. These laws also require additional compliance efforts (such as providing notices, obtaining consents, or establishing a valid legal basis for the relevant data processing activity). Moreover, third-party data suppliers have recently been subject to increased litigation under various claims of violating certain state privacy laws. Obtaining and selling personal data carries risk to us. These challenges may make it so difficult for us and our suppliers to provide the data and the costs associated with the data materially increase or may materially decrease the availability of data that we or our data suppliers can provide.

Our employees and personnel use generative AI technologies to perform their work, and the disclosure and use of personal data in generative AI technologies is subject to various privacy laws and other privacy obligations. Governments have passed and are likely to pass additional laws regulating generative AI. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits. If we are unable to use generative AI, it could make our business less efficient and result in competitive disadvantages. Such AI related laws may also impact our ability to build AI into our offerings, or may result in increased compliance costs and risks.

In addition to data privacy and security laws, we are also bound by contractual obligations related to data privacy and security, and our efforts to comply with such obligations may not be successful. We publish privacy policies, marketing materials, white papers and other statements, such as statements related to compliance with certain certifications or self-regulatory principles concerning data privacy and security. Regulators are increasingly scrutinizing these statements, and if these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresent our practices, we may be subject

to investigation, enforcement actions by regulators or other adverse consequences.

Our business is materially reliant on revenue from behavioral, interest-based, or tailored advertising (collectively, "targeted advertising"), but delivering targeted advertisements is becoming increasingly difficult due to changes to our ability to gather information about user behavior through third-party platforms, new laws and regulations, and consumer resistance. Major technology platforms on which we rely to gather information about consumers have adopted or proposed measures to provide consumers with additional control over the collection, use, and sharing of their personal data for targeted advertising purposes. In addition, legislative proposals and present laws and regulations regulate the use of cookies and other tracking technologies, electronic communications, and marketing. Partially as a result of these developments, individuals are becoming increasingly resistant to the collection, use, and sharing of personal data to deliver targeted advertising. Individuals are now more aware of options related to consent, "do not track" mechanisms (such as browser signals from the Global Privacy Control), and "ad-blocking" software to prevent the collection of their personal data for targeted advertising purposes. As a result, we may be required to change the way we market our products, and any of these developments or changes could materially impair our ability to reach new or existing customers or otherwise negatively affect our operations.

Obligations related to data privacy and security (and individuals' data privacy expectations) are quickly changing, becoming increasingly stringent, and creating regulatory uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or conflict among jurisdictions. Our business model depends on our ability to process data so we are particularly exposed to the rapidly changing legal landscape. Preparing for and complying with these obligations requires us to devote significant resources, which may necessitate changes to our services, information technologies, systems, and practices and to the services, information, technologies, systems and practices of any third parties that process personal data on our behalf. In addition, these obligations may require us to change our business model. We may, for example, be required to, or otherwise may determine that it is advisable to, develop or obtain additional tools and technologies for validation of certain of our limited sales related to purchases to compensate for a potential lack of other data. Even if we are able to do so, such additional tools may be subject to further regulation, time consuming to develop or costly to obtain, and less effective than our current use of data.

We may at times fail (or be perceived to have failed) in our efforts to comply with our data privacy and security obligations. Moreover, despite our efforts, our personnel or third with whom we work may fail to comply with such obligations, which could negatively impact our business operations. If we or the third parties with whom we work fail, or are perceived to have failed, to address or comply with applicable data privacy and security obligations, we could face significant consequences, including, but not limited to: government enforcement actions (which could result in investigations, fines, penalties, audits and inspections), litigation (including class-action claims), additional reporting requirements and/or oversight, bans on processing personal data and orders to destroy or not use personal data. In particular, plaintiffs have become increasingly more active in bringing privacy-related claims against companies, including class action litigation and mass arbitration demands. Some of these claims allow for the recovery of statutory damages on a per violation basis, and, if viable, carry the potential for monumental statutory damages, depending on the volume of data and the number of violations. Any of these events could have a material adverse effect on our reputation, business or financial condition, potentially resulting in negative consequences including, but not limited to loss of customers, interruptions or stoppages in our business operations, inability to process personal data or to operate in certain jurisdictions, limited ability to develop or commercialize our products, expenditure of time and resources to defend any claim or inquiry, adverse publicity or substantial changes to our business model or operations.

Failure to protect our proprietary technology and intellectual property rights could substantially harm our business, financial condition and operating results.

Our future success and competitive position depend in part on our ability to protect our intellectual property and proprietary technologies. To safeguard these rights, we rely on a combination of patent, trademark, copyright and trade secret laws and contractual protections in the U.S. and other jurisdictions, all of which provide only limited protection and may not now or in the future provide us with a competitive advantage.

As of the date of filing, we had seventeen issued patents relating to our software. We cannot assure you that any patents will issue from any patent applications, that patents that issue from such applications will give us the protection that we seek or that any such patents will not be challenged, invalidated or circumvented. Any patents that may issue in the future from our pending or future patent applications may not provide sufficiently broad protection and may not be enforceable in actions against alleged infringements. We have registered the "Cardlytics," "Bridge" and "Ripple" names and logos in the U.S. and certain other countries. We have registrations and/or pending applications for additional marks in the U.S. and other countries; however, we cannot assure you that any future trademark registrations will be issued for pending or future applications or that any registered trademarks will be enforceable or provide adequate protection of our proprietary rights. We also license software from third parties for integration into our products, including open-source software and other software available on commercially reasonable terms. We cannot assure you that such third parties will maintain such software or continue to make it available.

In order to protect our unpatented proprietary technologies and processes, we rely on trade secret laws and confidentiality agreements with our employees, consultants, vendors and others. We may not have obtained valid and enforceable assignment agreements, waivers of moral rights, or invention-assignment acknowledgments from all current and former employees, contractors, and consultants, and any gaps or defects in chain of title could impair our ability to assert or defend our intellectual property rights or require costly remediation. Despite our efforts to protect our proprietary technology and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer or otherwise obtain and use them. Additionally, certain FIs have a right to obtain the source code underlying Cardlytics Ad Server through the release of source code held in escrow upon the occurrence of specified events, which could compromise the proprietary nature of the Cardlytics platform and/or allow these FIs to discontinue the use of our solutions.

In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights or develop similar technologies and processes. Further, the contractual provisions that we enter into may not prevent unauthorized use or disclosure of our proprietary technology or intellectual property rights and may not provide an adequate remedy in the event of unauthorized use or disclosure of our proprietary technology or intellectual property rights. Moreover, policing unauthorized use of our technologies, trade secrets and intellectual property is difficult, expensive and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the U.S. and where mechanisms for enforcement of intellectual property rights may be weak. We may be unable to determine the extent of any unauthorized use or infringement of our solutions, technologies or intellectual property rights.

From time to time, legal action by us may be necessary to enforce our patents and other intellectual property rights, protect our trade secrets, determine the validity and scope of the intellectual property rights of others or defend against claims of infringement or invalidity. Such legal action could result in substantial costs and diversion of resources and could negatively affect our business, financial condition and operating results.

Assertions by third parties of infringement or other violations by us of their intellectual property rights, whether or not correct, could result in significant costs and harm our business, financial condition and operating results.

Patent and other intellectual property disputes are common in our industry. We have in the past and may in the future be subject to claims alleging that we have misappropriated, misused, or infringed other parties' intellectual property rights. Some companies, including certain of our competitors, own larger numbers of patents, copyrights and trademarks than we do, which they may use to assert claims against us. Third parties may also assert claims of intellectual property rights infringement against our partners, whom we are typically required to indemnify. As the numbers of solutions and competitors in our market increases and overlap occurs, claims of infringement, misappropriation and other violations of intellectual property rights may increase. Any claim of infringement, misappropriation or other violation of intellectual property rights by a third party, even those without merit, could cause us to incur substantial costs defending against the claim and could distract our management from our business.

The patent portfolios of our most significant competitors are larger than ours. This disparity may increase the risk that they may sue us for patent infringement and may limit our ability to counterclaim for patent infringement or settle through patent cross-licenses. In addition, future assertions of patent rights by third parties, and any resulting litigation, may involve patent holding companies or other adverse patent owners who have no relevant product revenues and against whom our own patents may therefore provide little or no deterrence or protection. There can be no assurance that we will not be found to infringe or otherwise violate any third-party intellectual property rights or to have done so in the past.

An adverse outcome of a dispute may require us to:

- pay substantial damages, including treble damages, if we are found to have willfully infringed a third party's patents or copyrights;

- cease developing or selling solutions that rely on technology that is alleged to infringe or misappropriate the intellectual property of others;
- expend additional development resources to attempt to redesign our solutions or otherwise develop non-infringing technology, which may not be successful;
- enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies or intellectual property rights; and
- indemnify our partners and other third parties.

In addition, royalty or licensing agreements, if required or desirable, may be unavailable on terms acceptable to us, or at all, and may require significant royalty payments and other expenditures. Some licenses may also be non-exclusive, and therefore our competitors may have access to the same technology licensed to us. Any of the foregoing events could seriously harm our business, financial condition and operating results.

Our use of open-source software could negatively affect our ability to sell our solutions and subject us to possible litigation.

We use open-source software to deliver our solutions and expect to continue to use open-source software in the future. Some of these open-source licenses may require that source code subject to the license be made available to the public and that any modifications or derivative works to open-source software continue to be licensed under open-source licenses. This may require that we make certain proprietary code available under an open-source license. We may face claims from others claiming ownership of, or seeking to enforce the license terms applicable to, such open-source software, including by demanding release of the open-source software, derivative works or our proprietary source code that was developed using such software. Few of the licenses applicable to open-source software have been interpreted by courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our products. These claims could also result in litigation, require us to purchase costly licenses or require us to devote additional research and development resources to change the software underlying our solutions, any of which would have a negative effect on our business, financial condition and operating results and may not be possible in a timely manner. We and our customers may also be subject to suits by parties claiming infringement due to the reliance by our solutions on certain open-source software, and such litigation could be costly for us to defend or subject us to an injunction. In addition, if the license terms for the open-source code change, we may be forced to re-engineer our software or incur additional costs. Finally, we cannot assure you that we have not incorporated open-source software into the software underlying our solutions in a manner that may subject our proprietary software to an open-source license that requires disclosure, to customers or the public, of the source code to such proprietary software. In the event that portions of our proprietary technology are determined to be subject to an open-source license, we could be required to publicly release portions of our source code, re-engineer all or a portion of our technologies, or otherwise be limited in the licensing of our technologies, each of which could reduce or eliminate the value of our solutions and technologies and materially and adversely affect our ability to sustain and grow our business. Many open-source licenses also limit our ability to bring patent infringement lawsuits against open-source software that we use without losing our right to use such open-source software. Therefore, the use of open-source software may limit our ability to bring patent infringement lawsuits, to the extent we ever have any patents that cover open-source software that we use.

Risks related to our development, deployment, or use of AI and machine learning technologies could adversely affect our business, financial condition, results of operations, and reputation.

We have integrated, and may continue to integrate, AI and machine learning ("ML") technologies into our products, services, and internal operations. The development, adoption, and use of AI and ML technologies present significant risks and challenges that could adversely affect our business.

AI and ML technologies are complex, rapidly evolving, and may produce inaccurate, biased, or otherwise flawed outputs. If AI systems we develop or deploy generate errors, biased results, or harmful content, we could face reputational harm, loss of customer confidence, competitive harm, and legal liability. Additionally, our use of AI may result in outputs that infringe or misappropriate intellectual property rights of third parties, which could expose us to claims and litigation. There is also uncertainty regarding whether and to what extent intellectual property protections apply to content generated by AI systems.

AI-generated outputs may contain errors, biases, or hallucinations, may be insufficiently explainable for financial-institution compliance review, and may require human-in-the-loop oversight, which could reduce efficiency, increase costs, or lead to campaign rejection or remediation.

Our competitors and other third parties may incorporate AI into their products and services more quickly or effectively than we do, which could impair our ability to compete effectively and adversely affect our business. Conversely, our reliance on AI technologies may create dependencies on third-party AI providers, whose services may become unavailable, experience disruptions, or become subject to unfavorable terms.

The use of AI and ML may also create cybersecurity and data privacy risks, including through adversarial attacks designed to manipulate AI outputs, unauthorized access to training data, or unintended disclosure of personal or confidential information. Adversaries also continue to incorporate AI in their tactics and procedures thereby operating at unprecedented scale. We may face challenges in ensuring that our use of AI complies with applicable data protection laws, particularly with respect to the collection and use of data for AI training purposes.

Any of the foregoing risks could have a material adverse effect on our business, financial condition, results of operations, cash flows, and reputation.

We are subject to government regulation, including import, export, economic sanctions and anti-corruption laws and regulations that may expose us to liability and increase our costs.

Various of our products are subject to U.S. export controls, including the U.S. Department of Commerce's Export Administration Regulations and economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls. These regulations may limit the export of our products and provision of our solutions outside of the U.S., or may require export authorizations, including by license, a license exception or other appropriate government authorizations, including annual or semi-annual reporting. Export control and economic sanctions laws may also include prohibitions on the sale or supply of certain of our products to embargoed or sanctioned countries, regions, governments, persons and entities. In addition, various countries regulate the importation of certain products, through import permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products. The exportation, reexportation, and importation of our products and the provision of solutions, including by our partners, must comply with these laws or else we may be adversely affected, through reputational harm, government investigations, penalties and a denial or curtailment of our ability to export our products or provide solutions. Complying with export control and sanctions laws may be time consuming and may result in the delay or loss of sales opportunities. Although we take precautions to prevent our products from being provided in violation of such laws, our products may have previously been, and could in the future be, provided inadvertently in violation of such laws, despite the precautions we take. If we are found to be in violation of U.S. sanctions or export control laws, it could result in substantial fines and penalties for us and for the individuals working for us. Changes in export or import laws or corresponding sanctions may delay the introduction and sale of our products in international markets, or, in some cases, prevent the export or import of our products to certain countries, regions, governments, persons or entities altogether, which could adversely affect our business, financial condition and results of operations.

We are also subject to various domestic and international anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, as well as other similar anti-bribery and anti-kickback laws and regulations. These laws and regulations generally prohibit companies and their employees and intermediaries from directly or indirectly authorizing, offering or providing improper payments or benefits to officials and other recipients for improper purposes. We rely on certain third parties to support our sales and regulatory compliance efforts and can be held liable for their corrupt or other illegal activities, even if we do not explicitly authorize or have actual knowledge of such activities. Although we take precautions to prevent violations of these laws, our exposure for violating these laws increases as our international presence expands and as we increase sales and operations in foreign jurisdictions.

Risks Related to Ownership of Our Common Stock

The market price of our common stock has been and is likely to continue to be volatile.

The market price of our common stock may be highly volatile and may fluctuate substantially as a result of a variety of factors, some of which are related in complex ways. Since shares of our common stock were sold in our initial public offering in February 2018 at a price of \$13.00 per share, our stock price has ranged from an intraday low of \$0.79 to an intraday high of \$161.47 through March 4, 2026. Factors that may affect the market price of our common stock include:

- actual or anticipated fluctuations in our financial condition and operating results;
- variance in our financial performance from expectations of securities analysts or investors;
- changes in the prices of our solutions;

- changes in laws or regulations applicable to our solutions;
- announcements by us or our competitors of significant business developments, acquisitions or new offerings;
- our involvement in litigation;
- our sale of our common stock or other securities in the future;
- changes in senior management or key personnel;
- trading volume of our common stock;
- changes in the anticipated future size and growth rate of our market; and
- general economic, regulatory and market conditions.

The stock markets have experienced extreme price and volume fluctuations in recent periods that have affected and continue to affect the market prices of equity securities of many companies, including our own, due to, among other factors, the actions of market participants or other actions outside of our control, including general market volatility caused by expected interest rate changes and inflation. These fluctuations have often been unrelated or disproportionate to the operating performance of those companies. Broad market and industry fluctuations, as well as general economic, political, regulatory and market conditions, may negatively impact the market price of our common stock. In the past, companies that have experienced volatility in the market price of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future, which could result in substantial costs and divert our management's attention.

We do not intend to pay dividends for the foreseeable future and, as a result, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We have never declared or paid any cash dividends on our common stock and do not intend to pay any cash dividends in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our Board of Directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of delaying or preventing a change in control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that:

- authorize our Board of Directors to issue preferred stock without further stockholder action and with voting liquidation, dividend and other rights superior to our common stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent, and limit the ability of our stockholders to call special meetings;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for director nominees;
- establish that our Board of Directors is divided into three classes, with directors in each class serving three-year staggered terms;
- require the approval of holders of two-thirds of the shares entitled to vote at an election of directors to adopt, amend or repeal our amended and restated bylaws or amend or repeal the provisions of our amended and restated certificate of incorporation regarding the election and removal of directors and the ability of stockholders to take action by written consent or call a special meeting;
- prohibit cumulative voting in the election of directors; and
- provide that vacancies on our Board of Directors may be filled only by a majority of directors then in office, even though less than a quorum.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our Board of Directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder. Any of the foregoing provisions could limit the price that investors might be willing to pay in the future for shares of our common stock, and they could deter potential acquirers of our company, thereby reducing the likelihood that you would receive a premium for your shares of our common stock in an acquisition.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the exclusive forum for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

Pursuant to our amended and restated certificate of incorporation, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or (4) any action asserting a claim governed by the internal affairs doctrine. However, this exclusive forum provision would not apply to suits brought to enforce a duty or liability created by the Securities Act or the Exchange Act. The forum selection clause in our amended and restated certificate of incorporation may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

General Risk Factors

Natural or man-made disasters, pandemics and other similar events may significantly disrupt our business, and negatively impact our business, financial condition and operating results.

A significant public health crisis, epidemic or pandemic, or a natural disaster, such as an earthquake, fire or flood, or a significant power outage could have a material adverse impact on our business, operating results and financial condition. A significant portion of our employee base, operating facilities and infrastructure are centralized in Atlanta, GA; Menlo Park, CA and New York, NY. Any of our facilities may be harmed or rendered inoperable by natural or man-made disasters, including earthquakes, tornadoes, hurricanes, wildfires, floods, nuclear disasters, acts of terrorism or other criminal activities, infectious disease outbreaks and power outages, which may render it difficult or impossible for us to operate our business for some period of time. Our facilities would likely be costly to repair or replace, and any such efforts would likely require substantial time. Any disruptions in our operations could negatively impact our business, financial condition and operating results, and harm our reputation. In addition, we may not carry business insurance or may not carry sufficient business insurance to compensate for losses that may occur. Any such losses or damages could have a material adverse effect on our business, financial condition and operating results. In addition, the facilities of significant marketers, partners or third-party data providers may be harmed or rendered inoperable by such natural or man-made disasters, which may cause disruptions, difficulties or material adverse effects on our business.

An active trading market for our common stock may not be sustained.

Although our common stock is listed on the Nasdaq Global Market, we cannot assure you that an active trading market for our shares will be sustained. If an active market for our common stock is not sustained, it may be difficult for investors in our common stock to sell shares without depressing the market price for the shares or to sell the shares at all.

Future sales of our common stock in the public market could cause our share price to decline.

Sales of a substantial number of shares of our common stock in the public market, or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that sales, particularly sales by our directors, executive officers, and significant stockholders, may have on the prevailing market price of our common stock. All of our outstanding shares of common stock are available for sale in the public market, subject only to the restrictions of Rule 144 under the Securities Act in the case of our affiliates. In addition, the shares of common stock subject to outstanding options under our equity incentive plans and the shares reserved for future issuance under our equity incentive plans, as well as shares issuable upon vesting of restricted stock unit awards, will become eligible for sale in the public market in the future, subject to certain legal and contractual limitations. In addition, certain holders of our common stock have the right, subject to various conditions and limitations, to request we include their shares of our common stock in registration statements we may file relating to our securities.

We may issue common stock or other securities if we need to raise additional capital. The number of new shares of our common stock issued in connection with raising additional capital could constitute a material portion of our then-outstanding shares of our common stock.

If securities or industry analysts do not publish research or reports about our business, or publish negative reports about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend, in part, on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If our financial performance fails to meet analyst estimates or one or more of the analysts who cover us downgrade our stock or change their opinion of our business or market value, our share price would likely decline. If one or more of these analysts cease providing coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the U.S.

Generally accepted accounting principles in the U.S. are subject to interpretation by the Financial Accounting Standards Board ("FASB"), the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results and could affect the reporting of transactions completed before the announcement of a change.

Our business and operations could be negatively affected if we become subject to any securities litigation or stockholder activism.

Our business and operations could be negatively affected if we become subject to any securities litigation or stockholder activism, which could cause us to incur significant expenses, hinder the execution of our business and growth strategy and impact the price of our common stock. We have been the subject of a putative securities class action lawsuit and stockholder activism in the past and may again in the future.

In the past, securities class action litigation often has been brought against companies following a decline in the market price of such companies' securities. In addition, stockholder activism, which could take many forms and arise in a variety of situations, has been increasing recently, and new universal proxy rules could significantly lower the cost and further increase the ease and likelihood of stockholder activism. This risk is especially relevant for us as a result of the significant stock price volatility experienced by technology companies in recent years. Volatility in our stock price or other reasons may in the future cause us to become the target of securities litigation or stockholder activism. Securities litigation and stockholder activism, including potential proxy contests, could result in substantial costs, including significant legal fees and other expenses, and divert our management and Board of Directors' attention and resources from our business. Additionally, securities litigation and stockholder activism could give rise to perceived uncertainties as to our future, adversely affect our relationships with customers and business partners, adversely affect our reputation, and make it more difficult to attract and retain qualified personnel. Our stock price could also be subject to significant fluctuation or otherwise be adversely affected by the events, risks and uncertainties of any securities litigation and stockholder activism.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk management and strategy

We rely on information technology and data to operate our business and develop, market and deliver our products and services to our customers. A critical part of our strategy involves focusing on gathering data without collecting, maintaining or using sensitive personal data such as social security numbers, credit card numbers, financial account information or medical records. The Cardlytics platform is designed so that we do not receive or have access to any personal data from our FI partners. We only perform targeted marketing using data that has undergone processing such that it is only linked to anonymized identifiers.

We have implemented and maintain various information security risk assessment processes intended to identify cybersecurity threats, determine their likelihood of occurring, and assess potential material impact to our business. Based on our assessment, we implement and maintain risk management processes designed to protect the confidentiality, integrity and availability of our information assets and mitigate harm to our business.

Risks from cybersecurity threats are among those that we address in our enterprise risk management program, where we conduct investigations and take actions as required to assess risks to the organization and take mitigating actions designed to reduce, eliminate or manage risks. Risk assessments are performed quarterly as part of this program and the results are discussed and reviewed with management.

We maintain measures designed to identify such threats by, among other things, monitoring the threat environment using manual and automated tools, subscribing to reports and services that identify cybersecurity threats, analyzing reports of threats and actors, conducting scans of the threat environment, evaluating threats reported to us, logging and monitoring our IT environment, conducting threat assessments for internal and external threats, conducting vulnerability assessments to identify vulnerabilities and conducting tabletop incident response exercises.

We rely on a multidisciplinary team (including from our information security function, management, and third-party service providers) to assess how cybersecurity threats could impact our business. We assess the likelihood that such threats could result in a material impact to our information assets, operations, ability to provide our goods and services, our core business functions, customer acquisition and retention, personnel, reputation and identified critical business objectives.

Based on our assessment process, we implement and maintain various technical, physical and organizational measures designed to manage and mitigate such risks and potential material impacts. We implement measures designed to prevent, detect, respond to, mitigate and recover from identified and significant cybersecurity threats. We prioritize our efforts based on the threats that are more likely to lead to a material impact to our business, such as ransomware, theft of IP and interruption of services. The risk management and reduction measures we implement, depending on the computing environment or system, may include the following: policies and procedures designed to address cybersecurity threats, including an incident response plan, vulnerability management policy, disaster recovery/business continuity plans and clear desk policies; threat detection and incident response; internal and/or external audits to assess our exposure to cybersecurity threats, environment, compliance with risk mitigation procedures, and effectiveness of relevant controls; documented risk assessments; implementation of security standards and certifications; credit and background checks on our personnel and contractors; encryption of data; network security controls; threat modeling; data segregation; physical and electronic access controls; physical security; asset management, tracking and disposal; continuous monitoring for potential intrusions; vendor risk management program; employee security training; penetration testing; cyber insurance; and a dedicated cybersecurity staff and officer.

Cardlytics' information security control environment is designed to align with elements of the NIST Cybersecurity Framework (CSF) or other industry standards. Our controls are structured around the NIST core functions (Govern, Identify, Protect, Detect, Respond, and Recover) and are periodically reviewed to ensure they remain appropriate to the nature, scale, and complexity of our operations and risk profile.

We work with third parties from time to time that assist us to identify, assess and manage cybersecurity risks, including professional services firms to conduct SOC 2, Type II assessments, incident response consultants, cybersecurity software providers, managed cybersecurity service providers, penetration testing firms and other vendors that help to identify, assess, or manage cybersecurity risks.

To operate our business, we utilize certain third-party service providers to perform a variety of functions, such as professional services, SaaS platforms, managed services, cloud-based infrastructure, encryption and authentication technology and other functions. Depending on the nature of the services provided, the sensitivity and quantity of information processed, and the identity of the service provider, our vendor management process may include reviewing the cybersecurity practices of such provider, contractually imposing obligations on the provider related to the services they provide or the information they process, conducting security assessments, requiring their completion of written questionnaires regarding their services and data handling practices and conducting periodic re-assessments during their engagement.

For a description of the risks from cybersecurity threats that may materially affect the Company and how they may do so, refer to our risk factors under Part 1. Item 1.A. "Risk Factors" in this Annual Report, including "An actual or perceived breach of the security of our systems, or those of third parties with whom we work, could result in adverse consequences resulting from such breach, including but not limited to a disruption of our operations, reputational harm, loss of revenue or profits, loss of customers, regulatory investigations or actions, litigation, fines and penalties and other adverse consequences."

Governance

Our board of directors addresses the Company's cybersecurity risk management as part of its general oversight function. The board of directors along with the audit committee is responsible for overseeing Company's cybersecurity risk management processes, including oversight and mitigation of risks from cybersecurity threats.

Our cybersecurity risk management strategy relies on input from management, including the Chief Technology Officer, Chief Legal and Privacy Officer, and Chief Financial Officer, who report to the Chief Executive Officer, as well as the Chief Information Security Officer, to help us understand cybersecurity risks, establish priorities, determine the scope and details of our cybersecurity program and implement it. The Chief Technology Officer and Chief Information Security Officer in particular have decades of experience assessing and managing cybersecurity risk at various organizations with differentiated risk profiles.

Management is also responsible for hiring appropriate personnel, integrating cybersecurity considerations into our overall risk management strategy, and for communicating key priorities to employees. Our cybersecurity incident response and vulnerability management processes involve management, who participate in our disclosure controls and procedures.

On a regular basis, management discusses cybersecurity risk and reviews our cybersecurity program. Management is responsible for approving budgets, helping prepare for cybersecurity incidents, responding to cybersecurity incidents, approving cybersecurity policies and procedures, reviewing audit reports, and reporting to the board of directors regarding cybersecurity matters.

Management is involved with our efforts to prevent, detect, and mitigate cybersecurity incidents by overseeing and testing of incident response plans. Management participates in cybersecurity incident response efforts by being a member of the incident response team and helping direct our response to cybersecurity incidents.

Our board of directors oversees our risk management strategy with respect to cybersecurity risks and threats. The board, through its audit committee, holds regular meetings quarterly to discuss issues including our cybersecurity threats, and has a dedicated agenda during such meetings that are designed to assist the audit committee to exercise its oversight function. The meetings involve presentations and reports from the Chief Information Security Officer and management, including updates on contemporary cybersecurity threats faced by us and steps we are taking to address them.

ITEM 2. PROPERTIES

Our principal executive offices are located in Atlanta, Georgia, where we occupy a facility of approximately 17,000 square feet. Our lease expires on January 1, 2032, and we have the option to renew for an additional five-year period. We have additional offices in Los Angeles, CA; Champaign, IL; London, U.K.; and Taipei, Taiwan. A portion of our workforce operates remotely. We believe that our facilities are sufficient for our current needs and that, should it be needed, additional facilities will be available to accommodate the expansion of our business.

ITEM 3. LEGAL PROCEEDINGS

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business.

We are not presently a party to any other legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Our common stock is listed on the Nasdaq Global Market under the symbol "CDLX."

Holders of Record

As of February 28, 2026, there were approximately 119 stockholders of record of our common stock. Because many of our shares are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders.

Issuer Purchases of Equity Securities

None.

Stock Performance Graph

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required by Item 201(e) of Regulation S-K.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and the related notes and other financial information included elsewhere in this Annual Report. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review Item 1A. "Risk Factors" and "Special Note Regarding Forward-Looking Statements" in this Annual Report for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We operate a commerce media platform that is designed to make commerce smarter and rewarding for everyone. At the core of our commerce media platform is the financial media network that we run within our partners' digital channels, which includes online and mobile applications (the "Cardlytics platform"). Additionally we operate an identity resolution platform that utilizes point-of-sale ("POS") data, including product-level purchase data, to enable advertisers to perform analytics and targeted loyalty marketing and also measure the impact of their marketing (the "Bridg platform"). The partners for the Cardlytics platform are predominantly financial institutions ("FI partners") that provide us with access to their anonymized purchase data and digital banking customers. The partners for the Bridg platform are predominantly merchants ("merchant data partners") that provide us with access to their POS data, including product-level purchase data. By applying advanced analytics to the purchase data we receive, we make it actionable, helping marketers reach potential buyers at scale and measure the true sales impact of their marketing spend. We have strong relationships with leading marketers across a variety of industries, including everyday spend, specialty retail, restaurant, travel and entertainment.

Working with an advertiser, we design a campaign that targets consumers based on their purchase history. The consumer is offered an incentive to make a purchase from the brand within a specified period. We use a portion of the fees that we collect from advertisers to provide these Consumer Incentives to customers after they make qualifying purchases ("Consumer Incentives"). We report our Revenue on our consolidated statements of operations net of Consumer Incentives since we do not provide the goods or services that are purchased by customers from the advertisers to which the Consumer Incentives relate.

We pay certain partners a negotiated and fixed percentage of our Billings to advertisers less any Consumer Incentives that we pay to consumers and certain third-party data costs ("Partner Share"). We report our Revenue gross of Partner Share. Partner Share costs are included in Partner Share and other third-party costs in our consolidated statements of operations, rather than as a reduction of Revenue, because we and not our partners act as the principal in our arrangements with advertisers.

We run campaigns offering compelling Consumer Incentives to drive an expected rate of return on advertising spend for marketers. At times, we may collaborate with a partner to enhance the level of Consumer Incentives to their respective customers, funded by their Partner Share. We believe that these investments by our partners positively impact our platform by making their customers more highly engaged with our platforms. However, these investments negatively impact our GAAP Revenue, which is reported net of Consumer Incentives.

Sale of Bridg Business

On January 23, 2026 (the “Signing Date”), we, PAR Technology Corporation (“PAR”) and DB Sub, LLC, an indirectly wholly owned subsidiary of PAR (“Buyer”), entered into an asset purchase agreement (the “Purchase Agreement”), pursuant to which Buyer agreed to acquire all of our assets, properties and rights primarily related to, or primarily used in, the Bridg platform (the “Purchased Assets” and the sale thereof, the “Bridg Sale”), subject to certain exceptions. In connection with the Bridg Sale, Buyer also agreed to assume certain liabilities and obligations of Cardlytics arising out of the use, ownership, possession, operation or sale of the Purchased Assets. Other than the Purchased Assets, neither Buyer nor PAR will acquire any other assets of Cardlytics pursuant to the Bridg Sale.

Pursuant to the Purchase Agreement, and upon the terms and subject to the conditions thereof, as promptly as practicable after the closing of the Bridg Sale (the “Closing” and the date thereof, the “Closing Date”), but in any event on the Closing Date, PAR will deliver to us a number of shares of common stock of PAR (“PAR Common Stock”) equal to the quotient obtained by dividing (i) (A) \$27,500,000 plus (B) an adjustment amount for certain new customer contracts entered into by us prior to Closing less (C) an estimated closing net adjustment amount for revenue received by us for goods or services to be delivered or performed after the Closing pursuant to contracts assigned to Buyer in connection with the Bridg Sale (provided, that, the number pursuant to this (i) shall not exceed \$30,000,000) by (ii) the volume weighted average price of a share of PAR Common Stock on the New York Stock Exchange for the 15 consecutive trading days ending on the trading day immediately prior to (and excluding) the Closing Date as reported by Bloomberg, L.P. (“Purchase Consideration”). PAR has also agreed to use reasonable best efforts to promptly file a registration statement with the SEC covering the resale of the shares of PAR Common Stock comprising the Purchase Consideration within three business days following the Closing Date, or, if later, PAR’s receipt of a completed investor questionnaire. PAR has also agreed to use commercially reasonable efforts to keep such registration statement effective until the earlier of the date that all such shares of PAR Common Stock have been sold or otherwise disposed of or can be sold without restriction pursuant to Rule 144 (or any successor thereof) promulgated under the Securities Act.

The Closing is subject to the satisfaction or waiver of a number of customary closing conditions in the Purchase Agreement, including the absence of certain governmental restraints and the absence of a material adverse effect with respect to the Bridg platform or our ability to consummate the Bridg Sale.

CARES Act

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law. The CARES Act provides an employee retention credit (“ERC”), which is a refundable tax credit against certain payroll taxes. During the year ended December 31, 2025, we evaluated the conditions of the ERC and determined that we were eligible during the first and second quarter of 2021. As a result, we filed amended tax forms with the IRS claiming a tax credit of \$5.3 million. The amended tax form for the first quarter and second quarter of 2021 were approved and paid by the IRS, which resulted in a benefit of \$5.3 million in operating expense and \$0.8 million in interest income within the consolidated statement of operations during the year ended December 31, 2025. The benefit of \$5.3 million in operating expense is comprised of \$0.9 million in delivery costs, \$2.1 million in sales and marketing expense, \$1.7 million in research and development expense, and \$0.6 million in general and administrative expense.

Non-GAAP Measures and Other Performance Metrics

We regularly monitor a number of financial and operating metrics in order to measure our current performance and estimate our future performance. Our metrics may be calculated in a manner different than similar metrics used by other companies.

Key Performance Metrics

in thousands except ACPU amounts	Year Ended December 31,		
	2025	2024	2023
Cardlytics MQUs	224,159	190,482	187,234
Cardlytics ACPU	\$ 0.50	\$ 0.67	\$ 0.72

Cardlytics Monthly Qualified Users ("MQUs")

We define MQUs as targetable customers that have made a transaction using their account with an FI Partner or other partners in a given month, excluding pilot supply during the ramp up period, and whose transaction data was shared with Cardlytics. We then calculate a monthly average of these MQUs for the periods presented. We believe that the number of MQUs is an indicator of the Cardlytics platform's ability to drive engagement and is reflective of the consumer base and insights that we offer to marketers. As of January 1, 2025, we no longer report Cardlytics Monthly Active Users given we do not receive equivalent user data from our newer bank partners. We have applied this change to our reporting for current and prior periods in this Annual Report on Form 10-K.

in thousands	Year Ended December 31,		Change		Year Ended December 31,		Change	
	2025	2024	#	%	2024	2023	#	%
Cardlytics MQUs	224,159	190,482	33,677	18	190,482	187,234	3,248	2

Cardlytics MQUs increased by 33.7 million during 2025 compared to 2024, primarily driven by organic growth of the existing FI partners in the U.K. and U.S. and a new FI Partner in the U.K.

Cardlytics MQUs increased by 3.2 million during 2024 compared to 2023, primarily driven by organic growth of the existing FI partners in the U.K. and U.S. and a new FI Partner in the U.K.

Cardlytics Adjusted Contribution per User ("ACPU")

We define ACPU as the Cardlytics platform Adjusted Contribution generated in the applicable period, divided by Cardlytics average MQUs in the applicable period. We believe that Adjusted Contribution is the most relevant metric as it reflects the value Cardlytics keeps after subtracting out rewards, Partner Share and other third-party costs. We believe that ACPU measures the Cardlytics platform's efficiency in converting marketer budgets into the value generated by customer engagement. Beginning on January 1, 2025, we no longer report Cardlytics Average Revenue per User. We have applied this change to our reporting for current and prior periods in this Annual Report on Form 10-K.

	Year Ended December 31,		Change		Year Ended December 31,		Change	
	2025	2024	\$	%	2024	2023	\$	%
Cardlytics ACPU	\$ 0.50	\$ 0.67	(0.17)	(25)	\$ 0.67	\$ 0.72	(0.05)	(7)

Cardlytics ACPU decreased by \$0.17 during 2025 compared to 2024 primarily as a result of lower billings and the ramp up of our newest FI Partner.

Cardlytics ACPU decreased by \$0.05 during 2024 compared to 2023 primarily as a result of lower billings and the ramp up of our newest FI Partner.

Non-GAAP Metrics

in thousands	Year Ended December 31,			
	2025	2024	2023	
Revenue	\$ 233,273	\$ 278,298	\$ 309,204	
Billings	\$ 384,958	\$ 443,840	\$ 453,426	
Gross Profit	\$ 104,613	\$ 120,894	\$ 130,378	
Adjusted Contribution	\$ 130,324	\$ 150,537	\$ 158,626	
Net Loss	\$ (103,488)	\$ (189,304)	\$ (134,702)	
Adjusted EBITDA	\$ 10,057	\$ 2,523	\$ 3,771	
Adjusted Net Loss	\$ (17,288)	\$ (18,909)	\$ (31,921)	
Net cash provided by/(used in) operating activities	\$ 9,290	\$ (8,824)	\$ (185)	
Free Cash Flow	\$ (6,492)	\$ (28,122)	\$ (12,577)	

Definitions of Non-GAAP Measures

Billings

Billings represents the gross amount billed to customers and marketers for services in order to generate revenue. Cardlytics platform Billings is recognized gross of both Consumer Incentives and Partner Share. Cardlytics platform GAAP Revenue is recognized net of Consumer Incentives and gross of Partner Share. Bridg platform Billings is the same as Bridg platform GAAP Revenue.

We review Billings for internal management purposes. We believe Billings is an important indicator for the current health of the business because it directly represents our ability to bill customers for our services before any Consumer Incentives are paid. Nevertheless, our use of Billings has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Other companies, including companies in our industry that have similar business arrangements, may address the impact of Consumer Incentives differently. You should consider Billings alongside our other GAAP financial results.

Adjusted Contribution

Adjusted Contribution measures the degree by which revenue generated from our marketers exceeds the cost to obtain the purchase data and the digital advertising space from our partners. Adjusted Contribution demonstrates how incremental Revenue on our platforms generates incremental amounts to support our sales and marketing, research and development, general and administrative and other investments. Adjusted Contribution is calculated by taking our total Revenue less our Partner Share and other third-party costs. Adjusted Contribution does not take into account all costs associated with generating Revenue from advertising campaigns, including sales and marketing expenses, research and development expenses, general and administrative expenses and other expenses, which we do not take into consideration when making decisions on how to manage our advertising campaigns. Management views Adjusted Contribution as the most relevant metric to measure the financial performance as it reflects the dollars we keep after all of our partners are paid.

We use Adjusted Contribution extensively to measure the efficiency of our advertising platform, make decisions to manage advertising campaigns and evaluate our operational performance. We view Adjusted Contribution as an important operating measure of our financial results. We believe that Adjusted Contribution provides useful information to investors and others in understanding and evaluating our results of operations in the same manner as our management and Board of Directors. Adjusted Contribution should not be considered in isolation from, or as an alternative to, measures prepared in accordance with GAAP. Adjusted Contribution should be considered together with other operating and financial performance measures presented in accordance with GAAP. Also, Adjusted Contribution may not necessarily be comparable to similarly titled measures presented by other companies. Refer to Note 15—Segments to our consolidated financial statements for further details on our Adjusted Contribution by segment.

Adjusted EBITDA

Adjusted EBITDA represents our Net Loss before interest expense, net; depreciation and amortization; stock-based compensation expense; foreign currency (gain)/loss; gain on debt extinguishment; acquisition, integration and divestiture costs (benefits); change in contingent consideration; impairment of goodwill and intangible assets, (gain)/loss on divestiture; restructuring and reduction of force; income tax benefit and, in applicable periods, certain other income and expense items, such as deferred implementation costs. We do not consider these excluded items to be indicative of our core operating performance. Of these items depreciation and amortization expense, stock-based compensation expense, gain on debt extinguishment, impairment of goodwill and intangible assets and foreign currency (gain)/loss are non-cash impacting. Notably, any impacts related to minimum Partner Share commitments in connection with agreements with certain partners are not added back to net loss in order to calculate Adjusted EBITDA.

Adjusted EBITDA is a key measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans, make strategic decisions regarding the allocation of capital and invest in initiatives that are focused on cultivating new markets for our solution. In particular, the exclusion of certain expenses in calculating adjusted EBITDA facilitates comparisons of our operating performance on a period-to-period basis. Adjusted EBITDA is not a measure calculated in accordance with GAAP.

We believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and Board of Directors. Nevertheless, use of Adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are: (1) Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs; (2) Adjusted EBITDA does not reflect the potentially dilutive impact of stock-based compensation and equity instruments issued to our partners; (3) Adjusted EBITDA does not reflect tax payments or receipts that may represent a reduction or increase in cash available to us; and (4) other companies, including companies in our industry, may calculate adjusted EBITDA or similarly titled measures differently, which reduces the usefulness of the metric as a comparative measure. Because of these and other limitations, you should consider Adjusted EBITDA alongside our net loss and other GAAP financial results.

Adjusted Net Loss

We define Adjusted Net Loss as our Net Loss before stock-based compensation expense; foreign currency (gain)/loss; acquisition, integration and divestiture costs (benefits); amortization of acquired intangibles; change in contingent consideration; impairment of goodwill and intangible assets; gain on debt extinguishment; (gain)/loss on divestiture; restructuring and reduction of force; and income tax benefit, and in applicable periods, certain other income and expense items. We define Adjusted Net Loss per share as Adjusted Net Loss divided by our weighted-average common shares outstanding, diluted.

Free Cash Flow

We define Free Cash Flow as net cash provided by/(used in) operating activities, plus acquisition of property and equipment and capitalized software development costs. We believe Free Cash Flow is useful to measure the funds generated in a given period that are available for distribution or to sustain the business. We believe this supplemental information enhances stockholders' ability to evaluate our performance.

Results of Non-GAAP Measures

Billings

in thousands	Year Ended December 31,		Change		Year Ended December 31,		Change	
	2025	2024	\$	%	2024	2023	\$	%
Billings	\$ 384,958	\$ 443,840	(58,882)	(13)	\$ 443,840	\$ 453,426	(9,586)	(2)

Billings decreased by \$58.9 million during 2025 compared to 2024, primarily driven by a \$98.8 million net decrease in sales to existing marketers, partially offset by an increase of \$39.9 million in sales to new marketers.

Billings decreased by \$9.6 million during 2024 compared to 2023, primarily driven by a \$55.3 million decrease in sales to existing marketers, partially offset by an increase of \$45.7 million in sales to new marketers.

The following table presents a reconciliation of Billings to Revenue, the most directly comparable GAAP measure, for each of the periods indicated:

in thousands	Year Ended December 31,		
	2025	2024	2023
Consolidated			
Revenue	\$ 233,273	\$ 278,298	\$ 309,204
Plus:			
Consumer Incentives	151,685	165,542	144,222
Billings	<u>\$ 384,958</u>	<u>\$ 443,840</u>	<u>\$ 453,426</u>
Cardlytics platform			
Revenue	\$ 212,326	\$ 255,615	\$ 285,425
Plus:			
Consumer Incentives	151,685	165,542	144,222
Billings	<u>\$ 364,011</u>	<u>\$ 421,157</u>	<u>\$ 429,647</u>
Bridg platform			
Revenue	\$ 20,947	\$ 22,683	\$ 23,779
Plus:			
Consumer Incentives	—	—	—
Billings	<u>\$ 20,947</u>	<u>\$ 22,683</u>	<u>\$ 23,779</u>

Adjusted Contribution

The following table presents a reconciliation of Adjusted Contribution to Gross Profit, the most directly comparable GAAP measure, for each of the periods indicated:

in thousands	Year Ended December 31,		
	2025	2024	2023
Revenue	\$ 233,273	\$ 278,298	\$ 309,204
Minus:			
Partner Share and other third-party costs	102,949	127,761	150,578
Delivery costs ⁽¹⁾	25,711	29,643	28,248
Gross Profit	<u>104,613</u>	<u>120,894</u>	<u>130,378</u>
Plus:			
Delivery costs ⁽¹⁾	25,711	29,643	28,248
Adjusted Contribution	<u>\$ 130,324</u>	<u>\$ 150,537</u>	<u>\$ 158,626</u>

(1) Stock-based compensation expense recognized in delivery costs totaled \$1.7 million, \$2.7 million and \$2.4 million during 2025, 2024 and 2023, respectively.

Adjusted EBITDA

The following table presents a reconciliation of Adjusted EBITDA to Net Loss, the most directly comparable GAAP measure, for each of the periods indicated:

in thousands	Year Ended December 31,		
	2025	2024	2023
Net Loss	\$ (103,488)	\$ (189,304)	\$ (134,702)
Plus:			
Interest expense, net	7,919	5,553	2,336
Depreciation and amortization	25,244	25,689	26,460
Stock-based compensation expense	28,129	40,367	40,980
Acquisition, integration and divestiture costs (benefits)	561	161	(6,313)
Change in contingent consideration	102	210	1,246
Foreign currency (gain)/loss	(6,247)	1,269	(3,304)
Impairment of goodwill and intangible assets	58,843	131,595	70,518
Gain on debt extinguishment	—	(13,017)	—
(Gain)/loss on divestiture	(4,831)	—	6,550
Restructuring and reduction of force	3,825	—	—
Adjusted EBITDA	<u>\$ 10,057</u>	<u>\$ 2,523</u>	<u>\$ 3,771</u>

Adjusted Net Loss

The following table presents a reconciliation of Adjusted Net Loss to Net Loss, the most directly comparable GAAP measure, for each of the periods indicated:

in thousands	Year Ended December 31,		
	2025	2024	2023
Net Loss	\$ (103,488)	\$ (189,304)	\$ (134,702)
Plus:			
Stock-based compensation expense	28,129	40,367	40,980
Foreign currency (gain)/loss	(6,247)	1,269	(3,304)
Acquisition, integration and divestiture costs (benefits)	561	161	(6,313)
Amortization of acquired intangibles	5,818	9,810	(13,589)
Change in contingent consideration	102	210	1,246
Impairment of goodwill and intangible assets	58,843	131,595	70,518
Gain on debt extinguishment	—	(13,017)	—
(Gain)/loss on divestiture	(4,831)	—	6,550
Restructuring and reduction of force	3,825	—	8,139
Income tax benefit	—	—	(1,446)
Adjusted Net Loss	<u>\$ (17,288)</u>	<u>\$ (18,909)</u>	<u>\$ (31,921)</u>
Weighted-average number of shares of common stock used in computing Adjusted net loss per share:			
Weighted-average common shares outstanding, diluted	53,114	48,361	36,488
Adjusted Net Loss per share, diluted	<u>\$ (0.33)</u>	<u>\$ (0.39)</u>	<u>\$ (0.87)</u>

Free Cash Flow

The following is a reconciliation of Free Cash Flow to the most comparable GAAP measure, Net cash provided by/(used in) operating activities:

in thousands	Year Ended December 31,		
	2025	2024	2023
Net cash provided by/(used in) operating activities	\$ 9,290	\$ (8,824)	\$ (185)
Plus:			
Acquisition of property and equipment	(480)	(1,562)	(667)
Capitalized software development costs	(15,302)	(17,736)	(11,725)
Free Cash Flow	<u>\$ (6,492)</u>	<u>\$ (28,122)</u>	<u>\$ (12,577)</u>

Components of Results of Operations**Revenue**

We sell our Cardlytics platform solution by entering into agreements directly with marketers or their marketing agencies, generally through the execution of insertion orders. The insertion orders state the terms of the arrangement, the negotiated fee, payment terms and the fixed period of time of the campaign. We generally invoice marketers monthly based on the qualifying purchases of our partners' customers as reported by our partners during the month or based on the engagement of our partners' customers with our offers during the month. We report our Revenue net of Consumer Incentives and gross of Partner Share and other third-party costs. The Bridg platform generates Revenue through the sale of subscriptions to our cloud-based customer-data platform and the delivery of professional services, such as implementation, onboarding and technical support in connection with each subscription. We recognize subscription Revenue on a ratable basis over the contract term beginning on the date that our service is made available to the customer.

Cost and Expense

We classify our expenses into the following categories: Partner Share and other third-party costs; delivery costs; sales and marketing expense; research and development expense; general and administrative expense; and depreciation and amortization expense.

Partner Share and Other Third-Party Costs

Partner Share and other third-party costs consist primarily of the Partner Share that we pay our partners, media and data costs and deferred implementation costs incurred pursuant to our agreements with certain partners. To the extent that we use a specific partners' customer's anonymized purchase data in the delivery of our solutions, we generally pay the applicable partner a Partner Share calculated based on the relative contribution of the data provided by the partner to the overall delivery of the services. We expect that our Partner Share and other third-party costs will fluctuate over time in connection with changes in our revenue.

Delivery Costs

Delivery costs consist primarily of personnel costs of our campaign, data operations and production support teams, including salaries, benefits, bonuses, stock-based compensation and payroll taxes. Delivery costs also include hosting costs, purchased or licensed software costs, outsourcing costs and professional services costs. As we continue to migrate our technology to the cloud, we expect our delivery costs will increase in absolute dollars and if such anticipated Revenue growth does not occur, our delivery costs as a percentage of Revenue will be adversely affected. Over time, we expect delivery costs will decline as a percentage of Revenue.

Sales and Marketing Expense

Sales and marketing expense consists primarily of personnel costs of our sales, account management, marketing and analytics teams, including salaries, benefits, bonuses, commissions, stock-based compensation and payroll taxes. Sales and marketing expense also includes professional fees, marketing programs such as trade shows, marketing materials, public relations, sponsorships and other brand building expenses, as well as outsourcing costs, travel and entertainment expenses and company-funded consumer testing expenses for certain marketers that are not current customers. We expect that our sales and marketing expense will increase in absolute dollars over time as a result of hiring new sales representatives and as we invest to enhance our brand. Over time, we expect sales and marketing expenses will decline as a percentage of Revenue.

Research and Development Expense

Research and development expense consists primarily of personnel costs of our IT engineering, IT architecture and product development teams, including salaries, benefits, bonuses, stock-based compensation and payroll taxes. Research and development expense also includes outsourcing costs, software licensing costs, professional fees and travel expenses. We focus our research and development efforts on improving our solutions and developing new ones. We expect research and development expense to increase in absolute dollars as we continue to create new solutions and improve the functionality of our existing solutions.

General and Administrative Expense

General and administrative expense consists of personnel costs of our executive, finance, legal, compliance, IT support and human resources teams, including salaries, benefits, bonuses, stock-based compensation and payroll taxes. General and administrative expense also includes professional fees for external legal, accounting and consulting services, financing transaction costs, facilities costs such as rent and utilities, royalties, bad debt expense, travel expense, property taxes and franchise taxes. We expect that general and administrative expenses will decrease over time as a percentage of Revenue as we focus on processes, systems and controls to enable our internal support functions to scale with the growth of our business.

Acquisition, Integration and Divestiture Costs (Benefit)

Acquisition costs primarily represent diligence efforts, legal and advisory costs, broker fees and insurance premiums. Integration costs primarily represent integration-related employee compensation, advisory costs and travel costs. Divestiture costs primarily represent legal and other professional fees.

Change in Contingent Consideration

Our acquisition of Bridg included a component of contingent consideration to be paid to the sellers if certain performance levels were achieved by Bridg over a specific period of time. Contingent consideration is initially recorded at fair value on the acquisition date based, in part, on a range of estimated probabilities for achievement of these performance levels. The fair value is periodically adjusted as actual performance levels become known and updates are made to the estimated probabilities for future performance. A gain or loss is recognized in the income statement for fair value adjustments. If we make additional acquisitions, it is possible that we will incur gains or losses in the future due to the change in contingent consideration.

Impairment of Goodwill and Intangible Assets

Intangible assets are recorded at fair value on the date of acquisition and amortized over their estimated useful lives. We evaluate the recoverability of our finite-lived intangible assets and other long-lived assets whenever events or substantive changes in circumstances indicate that the carrying amount may not be recoverable. The impairment analysis involves determining whether the estimated fair value of each intangible asset exceeds its carrying amount. Our estimation of the fair value of definite lived intangible assets includes the use of discounted cash flow analyses, which reflected estimates of future revenue, customer attrition rates, royalty rates, cash flows and discount rates.

Goodwill represents the purchase consideration of an acquired business that exceeds the fair value of the net tangible and identifiable intangible assets. Goodwill is evaluated for impairment by reporting unit annually in the fourth quarter, specifically October 1, and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. Triggering events that may indicate impairment include, but are not limited to, a significant adverse change in customer demand or business climate or a significant decrease in expected cash flows.

(Gain) Loss on Divestiture

(Gain) Loss on divestiture of businesses consists of a gain on the dissolution of a business during the year ended December 31, 2025.

Depreciation and Amortization Expense

Depreciation and amortization expense includes depreciation of property and equipment over the estimated useful life of the applicable asset as well as amortization of acquired intangible assets, deferred patent costs and capitalized internal-use software development costs.

Interest Expense, Net

Interest expense, net consists of interest incurred on our debt facilities, as well as related discount amortization and financing costs, partially offset by interest income on our cash balances.

Foreign Currency Gain (Loss)

Foreign currency gain/(loss) consists primarily of gains and losses on foreign currency transactions.

Gain on Debt Extinguishment

Gain on debt extinguishment is associated with debt extinguishment including the write off of the unamortized debt issuance costs. These are primarily non-cash and are associated with debt payment transactions which are non-recurring.

Components Subject to Future Change - Sale of Bridg Business

Certain components of our results of operations, including revenue and operating expenses, may be impacted by the pending sale of our Bridg business. Until the closing of the transaction, Bridg results are included in our consolidated financial statements. Following the closing, we expect revenue, cost of revenue, and operating expenses associated with the Bridg platform to be excluded from our ongoing results of operations, and certain components may change as a result.

Results of Operations

The following table sets forth our consolidated statements of operations:

in thousands	Year Ended December 31,		
	2025	2024	2023
Revenue	\$ 233,273	\$ 278,298	\$ 309,204
Costs and expenses:			
Partner Share and other third-party costs	102,949	127,761	150,578
Delivery costs	25,711	29,643	28,248
Sales and marketing expense	39,478	52,649	57,425
Research and development expense	39,765	49,607	51,352
General and administrative expense	47,267	56,482	58,810
Acquisition, integration and divestiture costs (benefits)	561	161	(6,313)
Change in contingent consideration	102	210	1,246
Impairment of goodwill and intangible assets	58,843	131,595	70,518
(Gain)/Loss on divestiture	(4,831)	—	6,550
Depreciation and amortization expense	25,244	25,689	26,460
Total costs and expenses	335,089	473,797	444,874
Operating loss	(101,816)	(195,499)	(135,670)
Other (expense) income:			
Interest expense, net	(7,919)	(5,553)	(2,336)
Foreign currency gain/(loss)	6,247	(1,269)	3,304
Gain on debt extinguishment	—	13,017	—
Total other (expense) income	(1,672)	6,195	968
Loss before income taxes	(103,488)	(189,304)	(134,702)
Income tax benefit	—	—	—
Net Loss	(103,488)	(189,304)	(134,702)
Net loss per share, basic and diluted	\$ (1.95)	\$ (3.91)	\$ (3.69)
Weighted-average common shares outstanding, basic and diluted	53,114	48,361	36,488

Comparison of Years Ended December 31, 2025 and 2024

In this section, we discuss the results of our operations for the year ended December 31, 2025 compared to the year ended December 31, 2024. For a discussion of the year ended December 31, 2024 compared to the year ended December 31, 2023, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2024.

Revenue

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Billings	\$ 384,958	\$ 443,840	\$ (58,882)	(13)%
Consumer Incentives	151,685	165,542	(13,857)	(8)
Revenue	\$ 233,273	\$ 278,298	\$ (45,025)	(16)%
% of Billings	61 %	63 %		

The \$45.0 million decrease in Revenue during 2025 compared to 2024 was comprised of a \$58.9 million decrease in Billings, partially offset by a \$13.9 million decrease in Consumer Incentives. In 2025, Consumer Incentives decreased at a lower rate than Billings, primarily due to strategic decisions to drive incremental performance for our advertisers as well as optimization of our network.

Costs and Expenses

Partner Share and Other Third-Party Costs

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Total Partner Share and other third-party costs	\$ 102,949	\$ 127,761	\$ (24,812)	(19)%
% of Revenue	44 %	46 %		

Partner Share and other third-party costs decreased by \$24.8 million during 2025 compared to 2024, primarily driven by lower top line billings and changes in Partner mix.

Delivery Costs

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Delivery costs excluding stock-based compensation expense and reduction in force	\$ 23,322	\$ 26,963	\$ (3,641)	(14)%
Plus:				
Stock-based compensation expense	1,673	2,680	(1,007)	(38)
Reduction in force	716	—	716	n/a
Total delivery costs	\$ 25,711	\$ 29,643	\$ (3,932)	(13)%
% of Revenue	11 %	11 %		

Total delivery costs decreased by \$3.9 million during 2025 compared to 2024. Delivery costs excluding stock-based compensation and reduction in force decreased by \$3.6 million during 2025 compared to 2024, driven by a decrease of \$3.2 million in staff expense, \$0.2 million in data storage and data center expense, \$0.2 million in desktop software licenses. The decrease in staff expense includes a \$0.9 million benefit associated with the first and second quarter 2021 employee retention tax credit. The decrease in data storage includes a \$0.8 million expense resulting from a shortfall associated with a guaranteed minimum spend on our cloud hosting agreement. Refer to Note 13—Commitments and Contingencies to our consolidated financial statements for further details.

Sales and Marketing Expense

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Sales and marketing expense excluding stock-based compensation expense and reduction in force	\$ 33,922	\$ 42,632	\$ (8,710)	(20)%
Plus:				
Stock-based compensation expense	4,611	10,017	(5,406)	(54)
Reduction in force	945	—	945	n/a
Total sales and marketing expense	\$ 39,478	\$ 52,649	\$ (13,171)	(25)%
% of Revenue	19 %	19 %		

Total sales and marketing expenses decreased by \$13.2 million during 2025 compared to 2024. Sales and marketing expenses excluding stock-based compensation and reduction in force decreased by \$8.7 million during 2025 compared to 2024 primarily due to a decrease of \$7.2 million in staff expenses, \$0.9 million in marketing events, \$0.5 million in travel and entertainment and \$0.1 million in dues and subscriptions. The decrease in staff expense includes a \$2.1 million benefit associated with the first and second quarter 2021 employee retention tax credit.

Research and Development Expense

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Research and development expense excluding stock-based compensation expense and reduction in force	\$ 27,662	\$ 34,650	\$ (6,988)	(20)%
Plus:				
Stock-based compensation expense	10,431	14,957	(4,526)	(30)
Reduction in force	1,672	—	1,672	n/a
Total research and development expense	\$ 39,765	\$ 49,607	\$ (9,842)	(20)%
% of Revenue	17 %	18 %		

Total research and development expenses decreased by \$9.8 million in 2025 compared to 2024. Research and development expenses excluding stock-based compensation and reduction in force decreased by \$7.0 million during 2025 compared to 2024, primarily due to a decrease of \$4.8 million in staff expenses, \$1.3 million in data storage and data center expense, \$0.8 million in desktop software licenses and \$0.1 million in professional fees. The decrease in staff expense includes a \$1.7 million benefit associated with the first and second quarter 2021 employee retention tax credit.

General and Administrative Expense

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
General and administrative expense excluding stock-based compensation expense and reduction in force	\$ 35,362	\$ 43,769	\$ (8,407)	(19)%
Plus:				
Stock-based compensation expense	11,414	12,713	(1,299)	(10)
Reduction in force	491	—	491	n/a
Total general and administrative expense	\$ 47,267	\$ 56,482	\$ (9,215)	(16)%
% of Revenue	20 %	20 %		

Total general and administrative expenses decreased by \$9.2 million during 2025 compared to 2024. General and administrative expense excluding stock-based compensation and reduction in force decreased by \$8.4 million during 2025 compared to 2024, primarily due to a decrease of \$4.0 million in bad debt, \$1.4 million in professional fees, \$1.0 million in software licenses and data storage, \$0.8 million in staff expenses, \$0.7 million in travel and entertainment expense, \$0.3 million in lease expenses and

\$0.2 million in administrative expenses. The decrease in staff expense includes a \$0.6 million benefit associated with the first and second quarter 2021 employee retention tax credit.

Stock-based Compensation Expense

The following table summarizes the allocation of stock-based compensation in the consolidated statements of operations:

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Delivery costs	\$ 1,673	\$ 2,680	\$ (1,007)	(38)%
Sales and marketing expense	4,611	10,017	(5,406)	(54)
Research and development expense	10,431	14,957	(4,526)	(30)
General and administrative expense	11,414	12,713	(1,299)	(10)
Total stock-based compensation expense	\$ 28,129	\$ 40,367	\$ (12,238)	(30)%
% of Revenue	12 %	15 %		

Stock-based compensation expense decreased by \$12.2 million during 2025 compared to 2024 primarily driven by higher forfeitures due to a reduction in headcount as a result of the reduction in force that occurred during 2025. Refer to Note 10—Stock-based Compensation to our consolidated financial statements for additional information regarding the change in stock compensation expense.

Acquisition, integration and divestiture

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Acquisition, integration and divestiture	\$ 561	161	\$ 400	248 %
% of Revenue	— %	— %		

During 2025, we incurred \$0.6 million of costs, which related to divestiture expense consisting of professional fees associated with the Bridg Sale. During 2024, we recognized a \$0.1 million expense associated with the net working capital adjustment related to the divestiture of Entertainment. Refer to Note 4—Business Combinations and Divestitures to our consolidated financial statements for additional information.

Change in contingent consideration

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Change in contingent consideration	\$ 102	210	\$ (108)	(51)%
% of Revenue	— %	— %		

During 2025, we realized an expense of \$0.1 million primarily related to interest accretion associated with the contingent consideration. During 2024, we realized an expense of \$0.2 million primarily due to the change in value of contingent consideration to the former Bridg shareholders. Refer to Note 12—Fair Value Measurements to our consolidated financial statements for additional information regarding the contingent consideration.

Impairment of goodwill and intangible assets

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Impairment of goodwill and intangible assets	\$ 58,843	\$ 131,595	\$ (72,752)	(55)%
% of Revenue	25 %	47 %		

During 2025, we recognized an impairment of \$49.1 million on goodwill related to the Cardlytics platform in the U.S. and an impairment of \$9.7 million on capitalized software development costs associated with the Cardlytics asset group. During 2024, we recognized an impairment of \$117.8 million on goodwill related to the Bridg platform and an impairment of \$13.7 million on the developed technology intangible asset associated with the Bridg asset group. The impairment of goodwill and intangible assets resulted from a continued slowdown in the economy, decreased consumer spend, and a sustained decline in our stock price. Refer to Note 5—Goodwill and Acquired Intangibles to our consolidated financial statements for additional information.

Gain on divestiture

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Gain on divestiture	\$ (4,831)	\$ —	\$ (4,831)	n/a
% of Revenue	— %	3 %		

During 2025, we realized a non-cash gain of \$4.8 million primarily related to the derecognition of the wallet liability associated with the decommissioning of the Dosh app, a consumer facing cashback mobile application, operated by Dosh Holding LLC. Refer to Note 4—Business Combinations and Divestitures to our consolidated financial statements for additional information regarding the Gain on divestiture.

Depreciation and Amortization Expense

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Depreciation and amortization expense	\$ 25,244	\$ 25,689	\$ (445)	(2)%
% of Revenue	11 %	9 %		

Depreciation and amortization expense decreased by \$0.4 million during 2025 compared to 2024, primarily due to a decrease in fixed assets and acquired intangible assets partially offset by an increase in capitalized software development.

Interest Expense, Net

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Interest expense	\$ (10,630)	\$ (8,901)	\$ (1,729)	19 %
Interest income	2,711	3,350	(639)	(19)
Interest expense, net	\$ (7,919)	\$ (5,553)	\$ (2,366)	43 %
% of Revenue	(3)%	(2)%		

Interest expense, net increased by \$2.4 million during 2025 compared to 2024 due to an increase in our interest expense of \$1.7 million and a decrease in our interest income of \$0.6 million. Interest expense increased as a result of the issuance of the 2024 Convertible Senior Notes during 2024 and the greater utilization of our 2018 Line of Credit during 2025, partially offset by a decrease in interest expense related to our 2020 Convertible Senior Notes, which were partially paid down during 2024 and fully settled in 2025. Interest income decreased as a result of the decrease in our average cash balance, partially offset by \$0.8 million in interest income associated with the first and second quarter 2021 employee retention tax credit. Refer to Note 9—Debt and Financing Arrangements to our consolidated financial statements for additional information regarding the 2024 Convertible Senior Notes, 2020 Convertible Senior Notes and our 2018 Line of Credit.

Foreign Currency Gain (Loss)

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Foreign currency gain (loss)	\$ 6,247	\$ (1,269)	\$ 7,516	(592)%
% of Revenue	3 %	1 %		

Foreign currency gain was \$6.2 million during 2025 compared to a loss of \$1.3 million during 2024, primarily due to the change in the value of the British pound relative to the U.S. dollar.

Gain on Debt Extinguishment

in thousands	Year Ended December 31,		Change	
	2025	2024	\$	%
Gain on debt extinguishment	\$ —	\$ 13,017	\$ (13,017)	n/a
% of Revenue	— %	5 %		

During 2024, we realized a Gain on debt extinguishment of \$13.0 million due to the partial payment of the 2020 Convertible Senior Notes in April 2024. Refer to Note 9—Debt and Financing Arrangements to our consolidated financial statements for additional information regarding the 2020 Convertible Senior Notes.

Liquidity and Capital Resources

The following table summarizes our cash and cash equivalents, working capital, accounts receivable and contract assets, net and unused available borrowings:

in thousands	December 31,	
	2025	2024
Cash and cash equivalents	\$ 48,719	\$ 65,594
Working capital ⁽¹⁾	58,889	29,028
Accounts receivable and contract assets, net	82,669	103,252
Unused available borrowings ⁽²⁾	8,458	16,688

(1) We define working capital as current assets less current liabilities. See our consolidated financial statements for further details regarding our current assets and current liabilities.

(2) As part of our amended and restated Loan and Security Agreement, we are required to maintain a minimum unrestricted cash of \$25.0 million in demand deposit accounts.

Our cash and cash equivalents are available for working capital purposes. We do not enter into investments for trading purposes, and our investment policy is to invest any excess cash in short-term, highly liquid investments that limit the risk of principal loss. Currently, a significant portion of our cash and cash equivalents are held in fully FDIC-insured money market accounts, demand deposit accounts and U.S. Treasury Bills. As of December 31, 2025, our money market account and our U.S. Treasury Bills had earned approximately 4.1% and 4.3% annual rate of interest, respectively. As of December 31, 2025, we had \$5.0 million in cash and cash equivalents in the U.K. Our U.K. cash balances are denominated in British pounds and as a result, may fluctuate based on changes in the exchange rate. Refer to Item 7A. Qualitative and Quantitative Disclosures About Market Risk for additional information about our foreign currency exchange risk. While our investment in our operations in the U.K. is not considered indefinitely invested, we do not have any current plans to repatriate these funds.

Through December 31, 2025, we have incurred accumulated net losses of \$1,404.1 million since inception, including net losses of \$103.5 million, \$189.3 million and \$134.7 million during 2025, 2024 and 2023, respectively. We expect to incur additional operating losses as we continue our efforts to grow our business. We have historically financed our operations and capital expenditures through convertible note financings, private placements of our redeemable convertible preferred stock, public offerings of our common stock as well as lines of credit and term loans.

Sources of Material Cash Requirements

Other Commitments

In January 2024, we renewed our cloud hosting arrangement guaranteeing an aggregated spend of \$17.0 million each year over a 36-month period. During the second year of the agreement, we had \$16.2 million of aggregated spend. As a result of the shortfall, we have accrued \$0.8 million within accrued expenses liability on our consolidated balance sheets.

Sources of Funds

Equity Distribution Agreement

On January 29, 2024, we filed a shelf registration statement on Form S-3 with the SEC, which was declared effective by the SEC on February 9, 2024. This shelf registration statement, which includes a base prospectus, allows us to offer and sell up to a maximum aggregate offering amount of \$100.0 million of our registered common stock, preferred stock, debt securities, warrants, or any combination of securities described in the prospectus in one or more offerings.

On March 18, 2024, we entered into an equity distribution agreement (the "Equity Distribution Agreement") with Evercore Group L.L.C., BofA Securities, Inc. and Cantor Fitzgerald & Co., as sales agents, pursuant to which we may issue and sell, from time to time, shares of our common stock up to a maximum aggregate offering amount of \$50.0 million in "at-the-market" offerings (the "ATM Offering Program"). On March 18, 2024, we sold 3,907,600 shares of our common stock at a weighted average price per share of \$12.80, for aggregate net proceeds of \$48.3 million after deducting commissions and estimated offering expenses payable by us, pursuant to the Equity Distribution Agreement and completed the ATM Offering Program.

2024 Convertible Senior Notes

On April 1, 2024, we issued \$172.5 million in principal amount of our 4.25% Convertible Senior Notes due in 2029 (the "2024 Convertible Senior Notes") in a private offering, including the exercise in full of the initial purchasers' option to purchase up to an additional \$22.5 million principal amount of 2024 Convertible Senior Notes. The net proceeds from the offering were \$166.8 million, after deducting the initial purchasers' discounts, commissions and the offering expenses payable by us. The 2024 Convertible Senior Notes were issued pursuant to, and are governed by, an indenture, dated as of April 1, 2024, between us and U.S. Bank Trust Company, National Association, as trustee. We used \$169.3 million, consisting of the net proceeds from the offering, together with cash on hand, to repurchase for cash \$183.9 million in aggregate principal amount of the 2020 Convertible Senior Notes, together with accrued and unpaid interest, in privately negotiated transactions below par and entered into concurrently with the pricing of the offering through one of the initial purchasers or one of its affiliates, as our agents.

2018 Loan Facility

In April 2022, we amended our loan facility with Pacific Western Bank (the "2018 Loan Facility") to increase the capacity of our asset-backed revolving line of credit (the "2018 Line of Credit") from \$50.0 million to \$60.0 million with an option to increase to \$75.0 million upon syndication. Additionally with this amendment, the former cash covenant, as described below, was removed and was replaced with a requirement to maintain a minimum level of Adjusted Contribution and a minimum adjusted cash of \$25.0 million, which is reduced by eligible accounts receivable in excess of the loan capacity. In November 2022, we amended our 2018 Loan Facility to modify the eligible account receivable to exclude U.K. accounts, reduce the ability to borrow up to 85% of the amount of our eligible accounts receivable to 50% and adjusted the required minimum level of Adjusted Contribution. In February 2023, we amended our 2018 Loan Facility to remove and replace the former Adjusted Contribution covenant with a requirement to maintain a minimum level of Adjusted EBITDA. In May 2023, we amended our 2018 Loan Facility to modify the covenants related to the maximum amount of cash we are allowed to pay for the First Anniversary Payment Amount and Second Anniversary Payment Amount under the Merger Agreement. In February 2024, we amended our 2018 Loan Facility to increase the ability to borrow up to 75% of the amount of our eligible accounts receivable, adjusted the required minimum level of Adjusted EBITDA and increased the interest rate to the prime rate plus 0.25%.

The 2018 Loan Facility includes customary representations, warranties and covenants (affirmative and negative), including restrictive covenants that prohibit mergers, acquisitions, dispositions of assets, incurrence of indebtedness, encumbrances on our assets and the payment or declaration of dividends, in each case subject to specified exceptions.

The 2018 Loan Facility also includes standard events of default, including in the event of a material adverse change. Upon the occurrence of an event of default, the lender may declare all outstanding obligations immediately due and payable and take such other actions as are set forth in the 2018 Loan Facility and increase the interest rate otherwise applicable to advances under the 2018 Line of Credit by an additional 3.00%. All of our obligations under the 2018 Loan Facility are secured by a first priority lien on substantially all of our assets. The 2018 Loan Facility does not include any prepayment penalties.

In April 2024, we repaid in full \$30.0 million of the principal balance of the 2018 Line of Credit. Interest on advances under the 2018 Line of Credit bore an interest rate equal to the prime rate plus 0.25%. In addition, we were required to pay an unused line fee of 0.15% per annum on the average daily unused amount of the revolving commitment.

In July 2024, we amended our 2018 Loan Facility, which increased the ability to borrow up to 85% of the amount of our U.S. eligible accounts receivable and 30% of the amount of our U.K. eligible accounts receivable, decreased our required minimum level of Adjusted EBITDA, and decreased the interest rate to prime rate plus 0.125%. The amendment also established a reserve and included an extension of the maturity date of the loan to July 31, 2026.

In September 2024, we entered into an amended and restated Loan and Security Agreement, which amended and restated the original Loan and Security Agreement to consolidate the original agreement and all subsequent amendments thereto into a single document. In January 2025, we amended our 2018 Loan Facility to decrease our required minimum level of Adjusted EBITDA. In April 2025, we amended our 2018 Loan Facility to extend the maturity date of the loan to April 15, 2028.

As of December 31, 2025, we had net borrowings of \$40.1 million under the 2018 Line of Credit, which includes total draw downs of \$56.0 million and repayments totaling \$15.9 million during the year ended December 31, 2025. Subsequent to December 31, 2025, we repaid \$10.0 million on February 25, 2025 under the 2018 Line of Credit.

During the years ended December 31, 2025 and 2024, we incurred \$1.5 million and \$0.7 million of interest expense, respectively, associated with the 2018 Loan Facility. As of December 31, 2025, we had \$8.5 million of unused available borrowings under our 2018 Line of Credit. We believe we are in compliance with all financial covenants as of December 31, 2025.

Uses of Funds

Our collection cycles can vary from period to period based on the payment practices of our marketers and their agencies. We are generally obligated to pay Consumer Incentives between one and four months following redemption, regardless of whether we have collected payment from a marketer or its agency. We are generally obligated to pay our FI partners' Partner Share by the end of the month following our collection of payment from the applicable marketer or its agency. As a result, timing of cash receipts from our marketers can significantly impact our operating cash flows for any period. Further, the timing of payment of commitments and implementation fees to our FI partners may also result in variability of our operating cash flows for any period.

Our operating cash flows also vary from quarter to quarter due to the seasonal nature of our marketers' advertising spending. Many marketers tend to devote a significant portion of their marketing budgets to the fourth quarter of the calendar year to coincide with consumer holiday spending and reduce marketing spend in the first quarter of the calendar year. Any lag between the timing of our payments to FI partners and our receipt of payment from marketers and their agencies can exacerbate our need for working capital during the first quarter of the calendar year.

Historical Cash Flows

In this section, we discuss the activity of our cash flows for the year ended December 31, 2025 compared to the year ended December 31, 2024. For a discussion of the year ended December 31, 2024 compared to the year ended December 31, 2023, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Liquidity and Capital Resources" in our Annual Report on Form 10-K for the year ended December 31, 2024.

The following table shows a summary of our cash flows for the periods presented:

in thousands	Year Ended December 31,	
	2025	2024
Cash, cash equivalents and restricted cash at beginning of period	\$ 65,594	\$ 91,830
Net cash provided by (used in) operating activities	9,290	(8,824)
Net cash used in investing activities	(15,302)	(18,746)
Net cash (used in) provided by financing activities	(11,122)	1,444
Effect of exchange rates on cash, cash equivalents and restricted cash	259	(110)
Cash, cash equivalents and restricted cash at end of period	\$ 48,719	\$ 65,594

Operating Activities

Historically, we have experienced negative operating cash flows, which reflects our investments to grow our business. Over time,

we expect our business to generate positive operating cash flows. Given the seasonal nature of our marketer's advertising spending and our continued investment in our business, we may experience periods of negative operating cash flows from operations.

Operating activities provided \$9.3 million of cash in 2025, which reflected our net loss of \$103.5 million, \$107.1 million of which were non-cash charges, and a \$5.7 million change in our net operating assets and liabilities. The non-cash charges primarily related to credit loss expense, depreciation and amortization expense (including the amortization of acquired intangible assets), stock-based compensation expense, impairment of goodwill and intangible assets, amortization of right-of-use assets, changes in contingent consideration, gain/(loss) on divestiture and gain on debt extinguishment. The change in our net operating assets and liabilities was primarily due to a \$20.6 million decrease in accounts receivable and contract assets and \$1.8 million decrease in prepaid expense, partially offset by an \$8.2 million decrease in Partner Share, \$8.0 million decrease in our Consumer Incentive liability and \$0.7 million decrease in other accrued expenses.

Operating activities used \$8.8 million of cash in 2024, which reflected our net loss of \$189.3 million, \$196.3 million of which were non-cash charges, and a \$15.8 million change in our net operating assets and liabilities. The non-cash charges primarily related to stock-based compensation expense, depreciation and amortization expense (including the amortization of acquired intangible assets), impairment of goodwill and intangible assets, amortization of right-of-use assets, changes in contingent consideration, and credit loss expense. The change in our net operating assets and liabilities was primarily due to a \$12.5 million increase in accounts receivable and contract assets, a \$6.6 million decrease in other accrued expenses, and a \$7.1 million decrease in our Consumer Incentive liability, partially offset by a \$1.4 million decrease in prepaid expense and other assets and a \$16.4 million increase in Partner Share liability.

Investing Activities

Our cash flows used in investing activities are primarily driven by our investments in, and purchases of, property and equipment and costs to develop internal-use software. We expect that we will continue to use cash for investing activities as we continue to invest in and grow our business.

Investing activities used cash totaling \$15.3 million and \$18.7 million in 2025 and 2024, respectively. Our investing cash outflows during these periods primarily consisted of funds used for the purchases of technology hardware and costs to develop internal-use software. Additionally, in 2025 and 2024, we had cash inflows of \$0.5 million and \$0.6 million, respectively, related to proceeds from divestitures, net of cash divested. Refer to Note 4—Business Combinations and Divestitures to our consolidated financial statements for additional disclosures related to our acquisitions and divestitures.

Financing Activities

Our cash flows (used in)/provided by financing activities have primarily been composed of contingent consideration payments to Bridg, repurchasing shares of our common stock, offset by borrowings and repayments under our debt facilities, proceeds from the issuance of common stock and payments for costs related to debt issuances and equity offerings.

Financing activities used \$11.1 million in cash in 2025, which consisted of \$62.0 million principal payment of debt (\$46.1 million aggregate principal payment amount related to the 2020 Convertible Senior Notes and \$10.9 million pay down of our 2018 Loan facility) and \$5.0 million paid in cash related to the settlement agreement with the Stockholder Representative to resolve all outstanding disputes related to the Merger Agreement, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credit, partially offset by proceeds from issuance of debt of \$56.0 million related to our draw down on our 2018 Loan Facility

Financing activities provided \$1.4 million in cash in 2024, which consisted of aggregated net proceeds of \$166.8 million from issuance of our 2024 Convertible Senior Notes offering (\$172.5 million gross proceeds from the issuance of the 2024 Convertible Senior Notes offset by \$5.6 million in debt issuance costs) and \$48.6 million proceeds from the issuance of common stock, partially offset by \$199.3 million principal payment of debt (\$169.3 million related to the repurchase of 2020 Convertible Senior Notes and \$30.0 million related to pay down of the 2018 Line of Credit) and \$14.2 million paid in cash related to the settlement agreement with the Stockholder Representative to resolve all outstanding disputes related to the Merger Agreement, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credit.

Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with GAAP. The preparation of our consolidated financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenue, costs and expenses. We base our estimates and assumptions on historical experience and other factors that we believe to be reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates. Our most critical accounting policies are summarized below. Refer to the notes to our consolidated financial statements for additional information.

Valuation and Impairment of Goodwill and Intangible Assets

Intangible assets are recorded at fair value on the date of acquisition and amortized over their estimated useful lives. The intangible assets are evaluated whenever events or changes in circumstances indicate that we should estimate the fair value of our individual long-lived assets to determine if any impairment charges were present. Our estimation of the fair value of definite lived intangible assets includes the use of discounted cash flow analyses which reflected estimates of future revenue, customer attrition rates, royalty rates, cash flows, and discount rates. Given the significant level of uncertainty that currently exists, management applied several alternative scenarios for market and Company performance over the next several years to determine an estimated fair value. Other key assumptions were updated as appropriate, including the discount rate, which increased as a result of an increase in the equity risk premium, which was partially offset by a decrease in the risk free rate.

Goodwill represents the excess of the purchase price over the estimated fair value of the net assets acquired in a business combination. We evaluate our goodwill for impairment annually during the fourth quarter and whenever events or changes in circumstances indicate that the fair value of a reporting unit is more likely than not less than the carrying amount. Our reporting units are one level below the operating segments at which level our segment management conducts regular reviews of the operating results.

Our impairment evaluation consists of a qualitative assessment. If this assessment indicates that the fair value of the reporting unit is not more likely than not less than the carrying amount, goodwill is not considered impaired. Otherwise, a quantitative impairment test is performed by comparing the estimated fair value of a reporting unit to its carrying value, including goodwill. We can bypass the qualitative assessment for any period and proceed directly to the quantitative impairment test. If the carrying value of the net assets associated with the reporting unit exceeds the fair value of the reporting unit, goodwill is considered impaired and the impairment will be determined as the amount by which the reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill.

We assessed the triggering events criteria along with related conditions and developments as of September 30, 2025 and September 30, 2024, and we concluded that we had a triggering event as a result of a sustained decline in our stock price during the three months ended September 30, 2025 and 2024. We, therefore, performed a quantitative impairment test as of September 30, 2025 and 2024. As a result of our quantitative impairment test, we determined that the carrying value of the Cardlytics platform in the U.S. exceeded its fair value for the three months ended September 30, 2025 and that the carrying value of the Bridg platform exceeded its fair value for the three months ended September 30, 2024. As such, we recognized a goodwill impairment of \$49.1 million for the Cardlytics platform in the U.S. during the three months ended September 30, 2025 and \$117.8 million for the Bridg platform during the three months ended September 30, 2024. We performed our annual goodwill impairment test in the fourth quarter of 2025 and concluded that there was no additional impairment associated with the Cardlytics platform in the U.S. We performed our annual impairment test as of October 1, 2023 and determined that the carrying value of the Bridg platform, which is comprised entirely of an acquired business exceeded its fair value, and we recognized a goodwill impairment of \$70.5 million.

The decline in the fair value of the Cardlytics platform in the U.S. below its carrying value at September 30, 2025 and the decline in the fair values of the Bridg platform reporting unit below its carrying values at September 30, 2024 and October 1, 2023 resulted from a continued slowdown in the economy and decreased consumer spend that led to a sustained decline in our stock price. The method of determining fair values of the reporting units at September 30, 2025, September 30, 2024 and October 1, 2023 was the discounted cash flow method under the income approach, and to a lesser extent the market approach. The most significant assumptions utilized in the determination of the estimated fair values of the Cardlytics platform in the U.S. and the Bridg platform are the discount rate and forecasts of future revenues and cash flows.

We prepared cash flow projections based on management's estimates of revenue growth rates and earnings growth rates for each reporting unit, taking into consideration the historical performance and the current macroeconomic, industry, and market conditions. The discount rate, which is consistent with a weighted average cost of capital that is likely to be expected by a market

participant, is based upon industry required rates of return, including consideration of both debt and equity components of the capital structure. Our discount rate may be impacted by adverse changes in the macroeconomic environment and volatility in the equity and debt markets. See Note 5—Goodwill and Acquired Intangibles in our consolidated financial statements for additional information.

We continue to closely monitor developments related to global events and macroeconomic conditions. Changes in market conditions, laws and regulations, and key assumptions made in future quantitative assessments, including forecasted revenues and expected cash flows, competitive factors and discount rates, could negatively impact the results of future impairment testing and could result in the recognition of an additional impairment charge.

Internal-Use Software Development Costs

Capitalized software development costs consist of costs incurred in the development of internal-use software, primarily associated with the development and enhancement of our Cardlytics platform and Bridg platform. We capitalize the costs of software developed or obtained for internal use in accordance with ASC Topic 350-40, *Internal Use Software*. We begin to capitalize our costs upon completion of the preliminary project stage. We consider the preliminary project stage to be complete and the application development stage to have begun when preliminary development efforts are successfully completed, management has authorized and committed project funding and it is probable that the project will be completed, and the software will be used as intended. These costs are amortized on a straight-line basis over the estimated useful life of the related asset, generally estimated to be three years. Costs incurred in the preliminary project stage and post-implementation operation stages are expensed as incurred and recorded in research and development expense on our consolidated statements of operations. Significant judgment includes deciding if a project is eligible for capitalization, determining whether the incurred costs are directly associated with the project, evaluating the current stage of the project's development and assessing whether capitalized costs are impaired and, if so, the amount of any impairment.

We have assessed the triggering events criteria along with related conditions and developments as of September 30, 2025. As a result of the triggering event discussed, we performed an impairment test on Capitalized software development costs as of September 30, 2025, and determined that the carrying value of the internal-use software development costs intangible asset associated with the Cardlytics asset group exceeded its fair value. The Cardlytics asset group is included in the Cardlytics platform reportable segment and primarily consists of the internal-use software development costs, which represents the predominant asset from which the group's cash flows are generated. As a result of the impairment test, we recognized an impairment of \$9.7 million to the impairment of goodwill and intangible assets within the consolidated statement of operations during the year ended December 31, 2025.

During 2025, 2024 and 2023, we capitalized development costs for improvements to our platforms, including our Ads Manager and Ad Server, totaling \$18.9 million, \$22.9 million and \$14.6 million, respectively.

Recent Accounting Pronouncements

Refer to Note 3—Accounting Standards to our consolidated financial statements for additional information.

ITEM 7A. QUALITATIVE AND QUANTITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and foreign exchange rates.

Interest Rate Risk

The interest rates under the 2018 Line of Credit are variable. Interest on advances under the 2018 Line of Credit bears an interest rate of the prime rate of 6.75% plus 0.125%. As of December 31, 2025, the prime rate was 6.75% and a 10% increase in the current prime rate would, for example, result in a \$0.4 million annual increase in interest expense if the maximum amount under the 2018 Line of Credit was outstanding for an entire year. On April 1, 2024, we issued the 2024 Convertible Senior Notes bearing an interest rate of 4.25%. Refer to Note 9—Debt and Financing Arrangements to our consolidated financial statements for additional disclosures related to our debt.

Foreign Currency Exchange Risk

Both revenue and operating expense of Cardlytics UK Limited are denominated in British pounds. We bear foreign currency risks related to the extent that any unfavorable fluctuation in the exchange rate between U.S. dollars and the British pound could result in an adverse impact to either revenue or expense. For example, if the average value of the British pound had been 10% lower relative to the U.S. dollar during 2025, our revenue would have decreased by \$3.0 million. The overall impact to net loss would be partially mitigated by decreases in operating expense of \$2.7 million in 2025.

CARDLYTICS, INC.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Cardlytics, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Cardlytics, Inc. and subsidiaries (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive loss, stockholders' (deficit) equity, and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 4, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue – Refer to Note 2 and 6 to the consolidated financial statements

Critical Audit Matter Description

The Company's revenue generated from its Cardlytics platform in the U.S. and U.K. consists of transaction-based fees made up of a significant volume of low-dollar transactions, sourced from multiple databases. The processing and recording of revenue are highly automated and are based on contractual terms with marketers, partners, and other parties. Because of the nature of the Company's transaction-based fees, the Company uses automated systems to process and record its revenue transactions.

We identified revenue as a critical audit matter because the Company's systems to process and record revenue are highly automated. This required an increased extent of effort, including the need for us to involve professionals with expertise in information technology (IT), to identify, test, and evaluate the Company's systems, software applications, and automated controls.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's systems to process revenue transactions included the following, among others:

- With the assistance of our IT specialists, we:
 - Identified the relevant systems used to process revenue transactions and tested the general IT controls over each of these systems, including testing of user access controls, change management controls, and IT operations controls.
 - Performed testing of initial system set-up and monitoring controls, system interface controls, automated controls, and data monitoring controls within the relevant revenue streams, as well as the controls designed to ensure the accuracy and completeness of revenue.

- We tested the operating effectiveness of internal controls within the relevant revenue business processes, including automated controls and those in place to reconcile the information from various systems to the Company's general ledger.
- For a sample of revenue transactions, we performed detail transaction testing by agreeing the amounts recognized to source documents and testing the mathematical accuracy of the recorded revenue.

Goodwill – Certain Reporting Units – Refer to Note 2 and Note 5 to the consolidated financial statements

Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of its Cardlytics platform in the U.S. reporting unit to its carrying value as of September 30, 2025. The Company used a combination of valuation methodologies including the income approach, and to a lesser extent the market approach, to estimate fair value at the reporting date. The Company utilizes a discounted cash flow model to perform its income approach, which requires management to make significant judgments related to discount rate and forecast of future revenue and cash flows. Changes in these assumptions could have a significant impact on either the fair value of the reporting unit, the amount of any goodwill impairment charge, or both.

The Company performed an interim impairment test for goodwill as of September 30, 2025. As a result of the continued slowdown in the economy and decreased consumer spend, which resulted in further declines in the Company's stock price, the Company recognized a goodwill impairment charge of \$49.1 million for the Cardlytics platform in the U.S. reporting unit. The consolidated goodwill balance was \$110.3 million as of December 31, 2025, the entire balance of which was allocated to the Cardlytics platform in the U.S. reporting unit.

We identified valuation of goodwill for the Cardlytics platform in the U.S. reporting unit as a critical audit matter because of the significant judgments made by management to estimate the fair value of the reporting unit. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve fair value specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the discount rate and forecasts of future revenues and cash flows for the Cardlytics platform in the U.S. reporting unit.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the valuation methodology, discount rate and forecasts of future revenues and cash flows used by management to estimate the fair value of the Cardlytics platform in the U.S. reporting unit included the following, among others:

- We tested the effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the Cardlytics platform in the U.S. reporting unit, such as controls related to management's selection of the discount rate and forecasts of future revenues and cash flows.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the (1) valuation methodology and (2) discount rate, including testing the source information underlying the determination of the discount rate, testing the mathematical accuracy of the calculation, and developing a range of independent estimates and comparing those to the discount rate selected by management.
- We evaluated management's ability to accurately forecast future revenues and cash flows by comparing prior year forecasts to actual results in the respective years. We also compared current revenue and cash flow forecasts to (1) historical results, (2) internal communications to management and the Board of Directors, and (3) forecasted information included in Company press releases as well as in analyst and industry reports of the Company and companies in its peer group.

/s/ DELOITTE & TOUCHE LLP

Atlanta, Georgia

March 4, 2026

We have served as the Company's auditor since 2012.

CARDLYTICS, INC.
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except par value amounts)

	December 31,	
	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 48,719	\$ 65,594
Accounts receivable and contract assets, net	82,669	103,252
Other receivables	2,587	3,801
Prepaid expenses and other assets	3,304	5,336
Total current assets	137,279	177,983
Long-term assets:		
Property and equipment, net	2,025	2,596
Right-of-use assets under operating leases, net	4,947	6,341
Intangible assets, net	5,553	11,371
Goodwill	110,305	159,429
Capitalized software development costs, net	24,214	33,341
Other long-term assets, net	1,318	1,650
Total assets	\$ 285,641	\$ 392,711
Liabilities and stockholders' (deficit) equity		
Current liabilities:		
Accounts payable	\$ 3,360	\$ 3,689
Accrued liabilities:		
Accrued compensation	6,105	5,494
Accrued expenses	7,725	7,175
Partner Share liability	24,860	32,479
Consumer Incentive liability	32,144	45,513
Deferred revenue	2,589	2,154
Short-term debt	—	45,863
Current operating lease liabilities	1,607	2,025
Current contingent consideration	—	4,563
Total current liabilities	78,390	148,955
Long-term liabilities:		
Convertible senior notes, net	168,850	167,729
Line of credit	40,070	—
Long-term deferred revenue	52	—
Long-term operating lease liabilities	4,787	6,034
Total liabilities	292,149	322,718
Commitments and contingencies (Note 13)		
Stockholders' (deficit) equity:		
Common stock, \$0.0001 par value—100,000 shares authorized and 54,514 and 51,257 shares issued and outstanding as of December 31, 2025 and December 31, 2024, respectively	10	10
Additional paid-in capital	1,399,542	1,366,958
Accumulated other comprehensive (loss) income	(1,996)	3,601
Accumulated deficit	(1,404,064)	(1,300,576)
Total stockholders' (deficit) equity	(6,508)	69,993
Total liabilities and stockholders' (deficit) equity	\$ 285,641	\$ 392,711

See notes to the consolidated financial statements

CARDLYTICS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except per share amounts)

	Year Ended December 31,		
	2025	2024	2023
Revenue	\$ 233,273	\$ 278,298	\$ 309,204
Costs and expenses:			
Partner Share and other third-party costs	102,949	127,761	150,578
Delivery costs	25,711	29,643	28,248
Sales and marketing expense	39,478	52,649	57,425
Research and development expense	39,765	49,607	51,352
General and administrative expense	47,267	56,482	58,810
Acquisition, integration and divestiture costs (benefits)	561	161	(6,313)
Change in contingent consideration	102	210	1,246
Impairment of goodwill and intangible assets	58,843	131,595	70,518
(Gain)/loss on divestiture	(4,831)	—	6,550
Depreciation and amortization expense	25,244	25,689	26,460
Total costs and expenses	335,089	473,797	444,874
Operating loss	(101,816)	(195,499)	(135,670)
Other (expense)/income:			
Interest expense, net	(7,919)	(5,553)	(2,336)
Foreign currency gain/(loss)	6,247	(1,269)	3,304
Gain on debt extinguishment	—	13,017	—
Total other (expense)/income	(1,672)	6,195	968
Loss before income taxes	(103,488)	(189,304)	(134,702)
Income tax benefit	—	—	—
Net Loss	(103,488)	(189,304)	(134,702)
Net loss per share, basic and diluted	\$ (1.95)	\$ (3.91)	\$ (3.69)
Weighted-average common shares outstanding, basic and diluted	53,114	48,361	36,488

See notes to the consolidated financial statements

CARDLYTICS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Amounts in thousands)

	Year Ended December 31,		
	2025	2024	2023
Net Loss	\$ (103,488)	\$ (189,304)	\$ (134,702)
Other comprehensive loss:			
Foreign currency translation adjustments	(5,597)	1,134	(3,131)
Total Comprehensive Loss	<u>\$ (109,085)</u>	<u>\$ (188,170)</u>	<u>\$ (137,833)</u>

See notes to the consolidated financial statements

CARDLYTICS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' (DEFICIT) EQUITY
(Amounts in thousands)

Year Ended December 31, 2025:

	Common Stock			Additional Paid-In Capital		Accumulated Other Comprehensive Income (Loss)		Accumulated Deficit		Total
	Shares	Amount								
Balance – December 31, 2024	51,257	\$ 10	\$	1,366,958	\$	3,601	\$	(1,300,576)	\$	69,993
Stock-based compensation	—	—		31,945		—		—		31,945
Issuance of restricted stock	2,833	—		—		—		—		—
Issuance of common stock pursuant to the 2018 ESPP (as defined below)	424	—		639		—		—		639
Other comprehensive loss	—	—		—		(5,597)		—		(5,597)
Net loss	—	—		—		—		(103,488)		(103,488)
Balance – December 31, 2025	54,514	\$ 10	\$	1,399,542	\$	(1,996)	\$	(1,404,064)	\$	(6,508)

Year Ended December 31, 2024:

	Common Stock			Additional Paid-In Capital		Accumulated Other Comprehensive Income (Loss)		Accumulated Deficit		Total
	Shares	Amount								
Balance – December 31, 2023	39,728	\$ 9	\$	1,243,594	\$	2,467	\$	(1,111,272)	\$	134,798
Exercise of common stock options	6	—		15		—		—		15
Stock-based compensation	—	—		45,370		—		—		45,370
Issuance of restricted stock	3,503	1		—		—		—		1
Issuance of common stock, net of issuance costs	3,592	—		27,451		—		—		27,451
Issuance of common stock, net of issuance costs - ATM Offering Program (as defined below)	3,908	—		48,151		—		—		48,151
Issuance of common stock pursuant to the 2018 ESPP (as defined below)	520	—		2,262		—		—		2,262
Termination of capped calls related to 2020 Convertible Senior Notes	—	—		115		—		—		115
Other comprehensive income	—	—		—		1,134		—		1,134
Net loss	—	—		—		—		(189,304)		(189,304)
Balance – December 31, 2024	51,257	\$ 10	\$	1,366,958	\$	3,601	\$	(1,300,576)	\$	69,993

See notes to the consolidated financial statements

CARDLYTICS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' (DEFICIT) EQUITY
(Amounts in thousands)

Year Ended December 31, 2023:

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total
	Shares	Amount				
Balance – December 31, 2022	33,477	\$ 9	\$ 1,182,568	\$ 5,598	\$ (976,570)	\$ 211,605
Exercise of common stock options	10	—	54	—	—	54
Stock-based compensation	—	—	43,466	—	—	43,466
Issuance of restricted stock	2,930	—	—	—	—	—
Issuance of common stock	2,755	—	15,171	—	—	15,171
Issuance of common stock pursuant to the 2018 ESPP (as defined below)	556	—	2,335	—	—	2,335
Other comprehensive loss	—	—	—	(3,131)	—	(3,131)
Net loss	—	—	—	—	(134,702)	(134,702)
Balance – December 31, 2023	39,728	\$ 9	\$ 1,243,594	\$ 2,467	\$ (1,111,272)	\$ 134,798

See notes to the consolidated financial statements

CARDLYTICS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31,		
	2025	2024	2023
Operating activities			
Net Loss	\$ (103,488)	\$ (189,304)	\$ (134,702)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Credit loss expense	2,134	6,106	1,704
Depreciation and amortization	25,244	25,689	26,460
Amortization of financing costs charged to interest expense	1,522	1,633	1,648
Amortization of right-of-use asset	2,165	2,187	3,055
Impairment of goodwill and intangible assets	58,843	131,595	70,518
(Gain) loss on divestiture	(4,831)	—	6,550
Gain on debt extinguishment	—	(13,017)	—
Stock-based compensation expense	28,129	40,367	40,980
Change in contingent consideration	102	210	1,246
Other non-cash expense (income), net	(6,243)	1,481	(4,170)
Change in operating assets and liabilities:			
Accounts receivable and contracts assets, net	20,643	12,497	(7,725)
Prepaid expenses and other assets	1,803	1,360	2,492
Accounts payable	179	499	239
Other accrued expenses	(724)	(6,644)	(7,492)
Partner Share liability	(8,208)	(16,350)	405
Customer Incentive liability	(7,980)	(7,133)	(1,393)
Net cash provided by (used in) operating activities	9,290	(8,824)	(185)
Investing activities			
Acquisition of property and equipment	(480)	(1,562)	(667)
Capitalized software development costs	(15,302)	(17,736)	(11,725)
Proceeds from divestitures, net of cash divested	480	552	2,330
Net cash used in investing activities	(15,302)	(18,746)	(10,062)
Financing activities			
Proceeds from issuance of debt	56,000	172,500	30,000
Principal payments of debt	(62,000)	(199,303)	(31)
Proceeds from termination of capped calls related to convertible notes	—	115	—
Proceeds from issuance of common stock	—	48,645	55
Settlement of contingent consideration	(5,000)	(14,167)	(50,050)
Equity issuance costs	—	(309)	—
Debt issuance costs	(122)	(6,037)	—
Net cash (used in) provided by financing activities	(11,122)	1,444	(20,026)
Effect of exchange rates on cash, cash equivalents and restricted cash	259	(110)	118
Net decrease in cash, cash equivalents and restricted cash	(16,875)	(26,236)	(30,155)
Cash, cash equivalents, and restricted cash — Beginning of period	65,594	91,830	121,985
Cash, cash equivalents, and restricted cash — End of period	\$ 48,719	\$ 65,594	\$ 91,830

CARDLYTICS, INC.

See notes to the consolidated financial statements

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31,		
	2025	2024	2023
Reconciliation of cash, cash equivalents and restricted cash to the consolidated balance sheet:			
Cash and cash equivalents	\$ 48,719	\$ 65,594	\$ 91,830
Restricted cash	—	—	—
Total cash, cash equivalents and restricted cash — End of period	<u>\$ 48,719</u>	<u>\$ 65,594</u>	<u>\$ 91,830</u>
Supplemental schedule of non-cash investing and financing activities:			
Cash paid for interest	\$ 9,260	\$ 6,119	\$ 4,240
Amounts accrued for property and equipment	\$ 12	\$ 95	\$ 579
Amounts accrued for capitalized software development costs	\$ 39	\$ 174	\$ 40
Issuance of common stock, net of issuance costs - Settlement Agreement (as defined below)	\$ —	\$ 27,451	\$ —

See notes to the consolidated financial statements

CARDLYTICS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. NATURE OF OPERATIONS

Cardlytics, Inc. ("we," "our," "us," the "Company," or "Cardlytics") is a Delaware corporation and was formed on June 26, 2008. We operate a commerce media platform that is designed to make commerce smarter and rewarding for everyone. At the core of our commerce media platform is the financial media network that we run within our partners' digital channels, which includes online and mobile applications (the "Cardlytics platform"). Additionally, we operate an identity resolution platform that utilizes point-of-sale ("POS") data, including product-level purchase data, to enable marketers to perform analytics and targeted loyalty marketing and also measure the impact of their marketing (the "Bridg platform"). The partners for the Cardlytics platform are predominantly financial institutions ("FI partners") that provide us with access to their anonymized purchase data and digital banking customers. The partners for the Bridg platform are predominantly merchants ("merchant data partners") that provide us with access to their POS data, including product-level purchase data. By applying advanced analytics to the purchase data we receive, we make it actionable, helping marketers reach potential buyers at scale and measure the true sales impact of their marketing spend. We have strong relationships with leading marketers across a variety of industries, including everyday spend, specialty retail, restaurant, travel and entertainment. Using our transaction data and analytics, we enable marketers to reach potential customers across our network of FI partners through their digital banking accounts and present them relevant offers to save money when they are thinking about their finances.

We also operate through Cardlytics UK Limited, a wholly owned and operated subsidiary registered as a private limited company in England and Wales.

CARES Act

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law. The CARES Act provides an employee retention credit ("ERC"), which is a refundable tax credit against certain payroll taxes. During the year ended December 31, 2025, we evaluated the conditions of the ERC and determined that we were eligible during the first and second quarter of 2021. As a result, we filed amended tax forms with the IRS claiming a tax credit of \$5.3 million. The amended tax form for the first quarter and second quarter of 2021 were approved and paid by the IRS, which resulted in a benefit of \$5.3 million in operating expense and \$0.8 million in interest income within the consolidated statement of operations during the year ended December 31, 2025. The benefit of \$5.3 million in operating expense is comprised of \$0.9 million in delivery costs, \$2.1 million in sales and marketing expense, \$1.7 million in research and development expense, and \$0.6 million in general and administrative expense.

Restructuring and Reduction of Force

During the year ended December 31, 2025, we implemented certain cost savings measures and incurred one-time costs of \$3.8 million in connection with these measures. The one-time costs of \$3.8 million in operating expense is comprised of \$0.7 million in delivery costs, \$0.9 million in sales and marketing expense, \$1.7 million in research and development expense, and \$0.5 million in general and administrative expense.

2025 Equity Incentive Plan

On May 20, 2025, at the 2025 Annual Meeting of Stockholders (the "Annual Meeting") of Cardlytics, Inc., the Company's stockholders approved the Cardlytics, Inc. 2025 Equity Incentive Plan (the "2025 Plan"). The aggregate number of shares of the Company's common stock that may be issued pursuant to stock awards under the Plan will not exceed 15,722,908 shares, which is the sum of (i) 10,000,000 new shares, (ii) the number of shares reserved, and remaining available for issuance, under our 2018 Equity Incentive Plan, and (iii) the number of shares subject to stock options or other stock awards granted under our 2008 Stock Plan or 2018 Equity Incentive Plan that would have otherwise returned to our 2018 Equity Incentive Plan (such as upon the expiration or termination of a stock award prior to vesting). The Plan was previously approved, subject to stockholder approval, by the Board of Directors (the "Board") of the Company. The Plan became effective immediately upon stockholder approval at the Annual Meeting.

Divestitures and Dissolutions

On January 23, 2026 (the "Signing Date"), the Company, PAR Technology Corporation ("PAR") and DB Sub, LLC, an indirectly wholly owned subsidiary of PAR ("Buyer"), entered into an asset purchase agreement (the "Purchase Agreement"), pursuant to which Buyer agreed to acquire all of the Company's assets, properties and rights primarily related to, or primarily used in, its Bridg platform (the "Purchased Assets" and the sale by the Company thereof, the "Bridg Sale"), subject to certain exceptions. Refer to Note 16—Subsequent Events for further information about the Bridg Sale.

The Dosh app, a consumer facing cashback mobile application operated by Dosh Holdings LLC, was decommissioned on February 28, 2025. In connection with the decommission, we recorded a non-cash gain on disposal or divestiture of \$4.8 million primarily related to the derecognition of the wallet liability associated with the Dosh app within the consolidated statement of operations during the year ended December 31, 2025. The wallet liability associated with the Dosh app was included as part of consumer incentive liability on the consolidated balance sheet. On November 13, 2025, the Company completed the dissolution of Dosh Holdings LLC, a former wholly-owned subsidiary.

On December 7, 2023, we sold and transferred substantially all of the assets of Entertainment for \$6.0 million in cash, subject to a combined \$1.1 million held in escrow for indemnities and sales and use taxes, as well as customary post-closing adjustments. The resulting loss on sale of \$6.6 million is recorded within "(Gain)/Loss on divestiture" within the consolidated statement of operations. During the years ended December 31, 2025 and 2024, we received \$0.5 million and \$0.6 million of cash from escrow, respectively, and we classified the receipt of cash within investing activities within the consolidated statement of cash flows. During the year ended December 31, 2024, we also recorded a \$0.1 million divestiture expense associated with the net working capital adjustment.

2024 Convertible Senior Notes

On April 1, 2024, we issued \$172.5 million principal amount of our 4.25% Convertible Senior Notes due in 2029 (the "2024 Convertible Senior Notes") in a private offering, including the exercise in full of the initial purchasers' option to purchase up to an additional \$22.5 million principal amount of the 2024 Convertible Senior Notes. Refer to Note 9—Debt and Financing Arrangements for further details.

2020 Convertible Senior Notes

In April 2024, we used approximately \$169.3 million of net proceeds from the 2024 Convertible Senior Notes offering and cash on hand to repurchase for cash approximately \$183.9 million in aggregate principal amount of the 2020 Convertible Senior Notes. As a result of the extinguishment of the 2020 Convertible Senior Notes, we recorded a gain of \$13.0 million, which is recorded as a gain on debt extinguishment on our consolidated statement of operations. In September 2025, we repaid in full at par the remaining \$46.1 million aggregate principal amount of the 2020 Convertible Senior Notes.

One Big Beautiful Bill Act

On July 4, 2025, the One Big Beautiful Bill Act was enacted into law. The legislation did not have a material impact on our income tax expense or effective tax rate for the year ended December 31, 2025.

Equity Distribution Agreement

On January 29, 2024, we filed a shelf registration statement on Form S-3 with the Securities and Exchange Commission ("SEC"), which was declared effective by the SEC on February 9, 2024. This shelf registration statement, which includes a base prospectus, allows us to offer and sell up to a maximum aggregate offering amount of \$100.0 million of our registered common stock, preferred stock, debt securities, warrants, or any combination of securities described in the prospectus in one or more offerings.

On March 18, 2024, we entered into an equity distribution agreement (the "Equity Distribution Agreement") with Evercore Group L.L.C., BofA Securities, Inc. and Cantor Fitzgerald & Co., as sales agents, pursuant to which we may issue and sell, from time to time, shares of our common stock up to a maximum aggregate offering amount of \$50.0 million in "at-the-market" offerings (the "ATM Offering Program"). On March 18, 2024, we sold 3,907,600 shares of our common stock at a weighted average price per share of \$12.80, for aggregate net proceeds of \$48.3 million after deducting commissions and estimated offering expenses payable by us, pursuant to the Equity Distribution Agreement and completed the ATM Offering Program.

Contingent Consideration for the Acquisition of Bridg

As part of our acquisition of Bridg and pursuant to the terms of the Agreement and Plan of Merger dated as of April 12, 2021, as amended (the "Merger Agreement"), we agreed to make two earnout payments: the First Anniversary Payment Amount and the Second Anniversary Payment Amount, based on the First Anniversary ARR and the Second Anniversary ARR of Bridg, respectively.

As of December 31, 2023, we had paid the First Anniversary Payment consisting of \$50.1 million of cash and 2,740,418 shares of our common stock to the Stockholder Representative, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

On January 25, 2024, we entered into a settlement agreement (the "Settlement Agreement") with the Stockholder Representative to resolve all outstanding disputes related to the Merger Agreement, pursuant to which we agreed to pay \$25.0 million in cash and issue 3,600,000 shares of our common stock to the Stockholder Representative, inclusive of broker fees and transaction bonuses. Pursuant to the Settlement Agreement we paid the Stockholder Representative \$20.0 million in cash on January 26, 2024 and we

issued 3.6 million shares of our common stock on February 1, 2024. We subsequently paid the Stockholder Representative \$3.0 million in cash on January 29, 2025 and \$2.0 million in cash on June 25, 2025. There are no further payments due under the Settlement Agreement as of December 31, 2025. Refer to Note 12—Fair Value Measurements for further information.

On June 10, 2024, PNC Financial Services Group, Inc., which acted as the paying agent in connection with payments made in connection with the Merger Agreement and the Settlement Agreement, notified us of a balance of \$5.9 million from a payment account related to the Merger Agreement and transferred the balance to us. We have recorded the \$5.9 million as a gain that was realized during the quarter ended June 30, 2024. The gain is reflected as change in contingent consideration in the consolidated statements of operations.

2. SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Significant items subject to such estimates and assumptions include revenue recognition, internal-use software development costs, stock-based compensation, allowance for doubtful accounts, valuation of acquired intangible assets of Bridg, valuation of contingent consideration for Bridg, valuation of long-lived assets, goodwill valuation, income tax including valuation allowance and contingencies. We base our estimates on historical experience and on assumptions that we believe are reasonable. Changes in facts or circumstances may cause us to change our assumptions and estimates in future periods and it is possible that actual results could differ from our current or revised future estimates.

Foreign Currency

The functional currency of our foreign wholly-owned subsidiaries is the local currency. We translate the financial statements of these subsidiaries into U.S. dollars each reporting period for purposes of consolidation. Assets and liabilities are translated at the period-end currency exchange rates, certain equity accounts are translated at historical exchange rates and income and expense amounts are translated at average currency exchange rates in effect for the period. The effect of these translation adjustments is reported in a separate component of stockholders' deficit titled accumulated other comprehensive income.

We are also subject to gains and losses from foreign currency denominated transactions and the remeasurement of foreign currency denominated balance sheet accounts, both of which are included in other income (expense), net in the accompanying consolidated statements of operations. We recorded a foreign currency gain totaling \$6.2 million in 2025, a loss totaling \$1.3 million in 2024 and a gain totaling \$3.3 million in 2023.

Partner Share and Other Third-Party Costs

We generally pay our partners a negotiated and fixed percentage of our billings to marketers less any Consumer Incentives that we pay to our partners' customers and certain third-party data costs ("Partner Share"). Partner Share and other third-party costs consist primarily of the Partner Share that we pay our partners, media and data costs, and deferred implementation costs incurred pursuant to our agreements with certain partners. To the extent that we use a specific partners' customer's anonymized purchase data in the delivery of our solutions, we generally pay the applicable partner a Partner Share calculated based on the relative contribution of the data provided by the partner to the overall delivery of the services. We expect that our Partner Share and other third-party costs will fluctuate over time in connection with changes in our revenue.

Delivery Costs

Delivery costs consist primarily of personnel-related costs of our campaign, data operations and production support teams, including salaries, benefits, bonuses and payroll taxes, as well as stock-based compensation expense. Delivery costs also include hosting facility costs, internally developed and purchased or licensed software costs, outsourcing costs and professional services costs.

Macroeconomic Considerations

Unfavorable conditions in the economy both in the United States and abroad may negatively affect the growth of our business and our results of operations. For example, macroeconomic events, including fluctuations in inflation and interest rates, the imposition of tariffs in the United States and abroad, the Russia-Ukraine war and the Middle East conflict have led to economic uncertainty globally. Historically, during periods of economic uncertainty and downturns, businesses may slow spending on advertising, which may impact our business and our customers' businesses.

The effect of macroeconomic conditions may not be fully reflected in our results of operations until future periods. If, however, economic uncertainty increases or the global economy worsens, our business, financial condition and results of operations may be harmed. For further discussion of the potential impacts of macroeconomic events on our business, financial condition and operating results, see the section titled "Risk Factors."

Acquired Intangible Assets and Goodwill

Acquired intangible assets consist of identifiable intangible assets resulting from our business acquisition. Intangible assets are recorded at fair value on the date of acquisition and amortized over their estimated useful lives. The impairment analysis involves determining whether the estimated fair value of each intangible asset exceeds its carrying amount. If the fair value of the intangible asset exceeds its carrying amount, then the asset is not impaired. However, if the carrying amount exceeds the fair value of the asset, the amount of impairment would equal the excess carrying value. We evaluate the recoverability of our finite-lived intangible assets and other long-lived assets whenever events or substantive changes in circumstances indicate that the carrying amount may not be recoverable. These considerations are evaluated holistically to assess whether it is more likely than not that the carrying value exceeds its fair value. During the year ended December 31, 2024, we recorded an intangible asset impairment of \$13.7 million. During the year ended December 31, 2023, we reduced our intangible asset balance by \$4.9 million related to the divestiture of Entertainment. Refer to Note 5—Goodwill and Acquired Intangibles for additional information.

Goodwill represents the purchase consideration of an acquired business that exceeds the fair value of the net tangible and identifiable intangible assets. Goodwill is evaluated for impairment by reporting unit annually in the fourth quarter and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. Triggering events that may indicate impairment include, but are not limited to, a significant adverse change in customer demand or business climate or a significant decrease in expected cash flows. During the year ended December 31, 2025, December 31, 2024 and December 31, 2023, we recorded impairment charges of \$49.1 million, \$117.8 million and \$70.5 million, respectively. During the year ended December 31, 2023, we also reduced our goodwill balance by \$5.0 million related to the divestiture of Entertainment.

The decline in the fair value of the Cardlytics platform in the U.S. reporting unit below its carrying value at September 30, 2025 and the decline in the fair values of the Bridg platform reporting unit below its carrying values at September 30, 2024 and October 1, 2023 resulted from a continued slowdown in the economy and decreased consumer spend, and a sustained decline in our stock price. Refer to Note 5—Goodwill and Acquired Intangibles for additional information.

Revenue Recognition

We determine revenue recognition through the following steps:

- identification of a contract with a customer;
- identification of the performance obligation(s) in the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligation(s) in the contract; and
- recognition of revenue when or as the performance obligation(s) are satisfied.

Cardlytics Platform

Our revenue generated from our Cardlytics platform consist of transaction-based fees made up of a significant volume of low-dollar transactions, sourced from multiple databases. The processing and recording of revenue are highly automated and are based on contractual terms with marketers, partners, and other parties. Because of the nature of our transaction-based fees, we use automated systems to process and record our revenue transactions.

We sell our solutions by entering into agreements directly with marketers or their marketing agencies, generally through the execution of insertion orders. The agreements state the terms of the arrangement, the negotiated fee, payment terms and the fixed period of time of the campaign. We consider a contract to exist when a campaign, which typically lasts 45 days, is published to an FI partner under the terms of an insertion order.

With respect to our Cardlytics platform service, our performance obligation is to offer incentives to partners' customers to make purchases from the marketer within a specified period. This performance obligation is a series that represents a stand ready obligation to provide a targeted campaign for the marketer to partners' customers. The Cardlytics platform fees represent variable consideration that is resolved when partners' customers make qualifying purchases during the marketing campaign term.

Subsequent to a qualifying purchase, the associated fees are generally not subject to refund or adjustment unless the fees from the marketing campaign exceed a contractual maximum (marketer budget). We have not constrained our revenue because adjustments have historically been immaterial and given the short duration of our marketing campaigns, any adjustments are recognized during the period of the marketing campaign. We recognize revenue for the Cardlytics platform fees over time using the right to invoice practical expedient because the amount billed is equal to the value delivered to marketers through qualified purchases by our FI partners' customers during that period.

Consumer Incentives

We report our revenue on our consolidated statements of operations net of Consumer Incentives. We do not provide the goods or services that are purchased by our partners' customers from the marketers to which the Consumer Incentives relate. Accordingly, the marketer is deemed to be the principal in the relationship with the customer and, therefore, the Consumer Incentive is deemed to be a reduction in the purchase price paid by the customer for the marketer's goods or services. While we are responsible for remitting Consumer Incentives to our FI partners for further payment to their customers, we function solely as an agent of marketers in these arrangements.

We invoice marketers monthly based on the qualifying purchases of partners' customers as reported by our partners during the month. Invoice payment terms, negotiated on a marketer-by-marketer basis, are typically between 30 to 60 days. However, for certain marketing agencies with sequential liability terms, payments are not due to us until such marketing agency has received payment from its marketer client. Accounts receivable is recorded at the amount of gross billings to marketers, net of allowances, for the fees and Consumer Incentives that we are responsible to collect. Our accrued liabilities also include the amount of Consumer Incentives due to FI partners. As a result, accounts receivable and accrued liabilities may appear large in relation to revenue, which is reported on a net basis.

Partner Share and Other Third-Party Costs

We report our revenue on our consolidated statements of operations gross of Partner Share. Partner Share costs are included in Partner Share and other third-party costs in our consolidated statements of operations, rather than as a reduction of revenue, because we and not our partners act as the principal in our arrangements with marketers. We are responsible for the fulfillment and acceptability of the services purchased by marketers. We also have latitude in establishing the price of our services, have discretion in supplier selection and earn variable amounts. Partners only supply consumer purchase data and digital marketing space and generally have no involvement in our marketing campaigns or contractual relationship with marketers.

Contract Costs

Given the short-term nature of our marketing campaigns, all contract costs are expensed as incurred since the expected period of benefit is less than one year. Costs to fulfill a contract include immaterial costs to set up a campaign that we expense as incurred due to the short-term nature of our marketing campaigns.

Bridg Platform

Contracts with customers are evaluated on a contract-by-contract basis as contracts may include multiple types of subscription-based services. Revenue is generated from the sale of subscriptions to our cloud-based customer data-platform and the related delivery of professional services such as implementation, onboarding and technical support. Our subscription contracts are generally 6 to 60 months in duration and are generally billed in advance on a monthly, quarterly or annual basis, with the option for renewal at the end of the contractual arrangement. We recognize revenue over the period in which such services are performed. Our model typically includes an up-front implementation fee with a proof-of-concept period that begins once implementation has completed. It is followed with a periodic commitment from the customer that commences upon completion of the implementation and/or proof-of-concept period through the remainder of the customer life. The periodic commitment includes, but is not limited to, a fixed periodic fee and/or a transactional fee based on system usage that exceeds committed minimums. If the up-front implementation fee is not distinct, revenue is deferred until the date the customer commences use of our services, at which point the up-front implementation fee is recognized ratably over the life of the customer arrangement.

For contracts that contain multiple performance obligations, which include combinations of subscriptions to our cloud-based services and related professional services, we account for each individual service as a separate performance obligation if they are distinct. The service is distinct if the service is separately identifiable from other items in the arrangement and if a customer can benefit from it on its own or with other resources that are readily available to the customer. If these criteria are not met, the promised services are accounted for as a combined performance obligation.

The fee is determined based on the consideration to which we will be entitled in exchange for transferring products or services to the customer. We include any fixed charges within our contracts as part of the total transaction price. To the extent that variable consideration is not constrained, we include an estimate of the variable amount, as appropriate, within the total transaction price and update its assumptions over the duration of the contract. As a practical expedient, we do not adjust the transaction price for the effects of a significant financing component if, at contract inception, the period between customer payment and the transfer of services is expected to be one year or less.

Many of our contracts with customers contain some component of variable fee; however, the constraint will generally not result in a reduction in the estimated transaction price for most forms of variable consideration. We may constrain the estimated transaction price in the event of a high degree of uncertainty as to the final consideration amount owed because of an extended length of time over which the fees may be adjusted.

The transaction price, including any discounts, is allocated between separate services in a contract that contains multiple performance obligations based on their relative standalone selling prices. The standalone selling prices are determined based on the market adjusted approach utilizing prices at which we separately sell or historically sold each service. For items that are not sold separately, we estimate the standalone selling prices using available information such as market conditions and internally approved pricing guidelines. In instances where there are no observable selling prices for professional services, we may apply the residual approach to estimate the standalone selling price of the subscription-based services. In certain situations we allocate the variable consideration to a series of distinct services within a contract. We allocate variable payments to one or more, but not all, of the distinct services or to a series of distinct services in a contract when (i) the variable payment relates specifically to our effort to transfer the distinct service and (ii) the variable payment is for an amount that depicts the amount of consideration to which we expect to be entitled in exchange for transferring the promised services to the customer.

On January 23, 2026 (the “Signing Date”), the Company, PAR Technology Corporation (“PAR”) and DB Sub, LLC, an indirectly wholly owned subsidiary of PAR (“Buyer”), entered into an asset purchase agreement (the “Purchase Agreement”), pursuant to which Buyer agreed to acquire all of the Company’s assets, properties and rights primarily related to, or primarily used in, its Bridg platform (the “Purchased Assets” and the sale by the Company thereof, the “Bridg Sale”), subject to certain exceptions. Refer to Note 16—Subsequent Events for further information about the Bridg Sale.

Contract Balances

Timing may differ between the satisfaction of contractual performance obligations to our customers and corresponding invoicing and cash inflows. Contract assets primarily relate to amounts for contracts with customers for which the amount of revenue recognized exceeds the amount billed to the customer. Contract assets are transformed to a receivable (billed or unbilled) once the right to payment is unconditional. Contract liabilities, or deferred revenue, are recorded for amounts collected in advance of the satisfaction of contractual performance obligations. Contract balances are reported in a net contract asset or liability position on a customer-by-customer basis at the end of each reporting period.

Contract Costs

Contract costs are recognized based on the transfer of services to which the asset relates. The recognition period will consider expected customer lives and whether the asset relates to services transferred under a specific anticipated contract.

Accounts Receivable

Accounts receivable are carried at the original invoiced amount less an allowance for credit losses (formerly allowance for doubtful accounts), determined based on the probability of future collection. When we become aware of circumstances that may decrease the likelihood of collection, we record a specific allowance against amounts due, which reduces the receivable to the amount that we believe will be collected. For all other accounts receivable, we determine the adequacy of the allowance for credit losses based on historical loss patterns, the number of days that billings are past due and an evaluation of the potential risk of loss associated with specific accounts.

The following table presents changes in the allowance for credit losses (in thousands):

	Year Ended December 31,				
	2025		2024		2023
Beginning balance	\$	5,748	\$	2,239	\$ 1,808
Credit loss expense		2,134		6,106	1,704
Write-offs, net of recoveries		(3,835)		(2,597)	(1,273)
Ending balance	\$	4,047	\$	5,748	\$ 2,239

Unbilled receivables were \$0.3 million, \$0.4 million and \$0.2 million, as of December 31, 2025, 2024 and 2023, respectively. An unbilled receivable represents revenue earned and recognized from customer activity that was not billed prior to the end of the reporting period. Unbilled receivables are included in accounts receivable and contract assets, net on our consolidated balance sheets.

Leases

At the inception or modification of a contract, we determine whether a lease exists and classify it as an operating or finance lease at commencement. Subsequent to commencement, lease classification is only reassessed upon a change to the expected lease term or contract modification. Finance and operating lease assets represent our right to use an underlying asset as lessee for the lease term, and lease obligations represent our obligation to make lease payments arising from the lease. Lease right-of-use assets and liabilities are recognized at the lease commencement date based on the present value of lease payments, net of incentives such as tenant improvement allowances, over the lease term. As our leases generally do not provide an implicit rate, we use our incremental borrowing rates as of the lease commencement date to determine the present value of lease payments. The incremental borrowing rate used is a fully collateralized rate that considers our credit rating, market conditions and the term of the lease at the lease commencement date.

We consider a termination or renewal option in the determination of the lease term when it is reasonably certain that we will exercise that option. Leases with an initial expected term of 12 months or less are not recorded in the consolidated balance sheets and the related lease expense is recognized on a straight-line basis over the lease term. We have elected to include non-lease components, such as common-area maintenance costs, with lease payments for the purpose of calculating lease right-of-use assets and liabilities, to the extent that they are fixed. Non-lease components that are not fixed are expensed as incurred as variable lease payments.

We record operating lease expense using the straight-line method within General and administrative expense and/or Research and development expense dependent upon the individual leased assets. Finance lease expense is recognized as amortization expense within Depreciation and amortization expense, and interest expense within Interest expense, net. For leases with step rent provisions whereby the rental payments increase over the life of the lease, and for leases with rent-free periods, we recognize expense on a straight-line basis over the expected lease term, based on the total minimum lease payments to be made or lease receipts expected to be received.

Operating and finance lease assets are reviewed for impairment based on an ongoing review of circumstances that indicate the assets may no longer be recoverable, such as closures of office spaces or data centers, and leased assets that are no longer being utilized in current operations, and other factors. When necessary, we calculate operating and finance lease impairments using a discount rate to calculate the present value of estimated subtenant rentals that could be reasonably obtained for the property or asset, if allowed by the lease. Lease impairment charges for properties or assets no longer used in operations are recorded as a component of Restructuring, acquisition and integration related expenses or General and administrative expenses in the consolidated statements of operations, dependent upon the qualitative factors surrounding the impairment.

The calculation of lease impairment charges may require significant judgments and estimates, including estimated subtenant rentals, discount rates and future cash flows based on our experience and knowledge of the market in which the property or asset is located, previous efforts to dispose of similar assets and the assessment of existing market conditions. Impairments are recognized as a reduction of the carrying value of the right-of-use asset and finance lease assets. Refer to Note 7—Leases for additional information.

Property and Equipment

Property and equipment are stated at cost. Expenditures for maintenance and repairs are expensed as incurred, while betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired or otherwise disposed of, and the related accumulated depreciation, are eliminated from the accounts and any resulting gain or loss is recognized.

Depreciation of property and equipment is determined using the straight-line method over the estimated useful lives of the applicable assets, which are as follows:

Computer equipment:	2–3 years
Furniture and fixtures:	5 years
Leasehold improvements:	Lesser of estimated useful life or life of the lease

Internal-Use Software Development Costs

Capitalized software development costs consist of costs incurred in the development of internal-use software, primarily associated with the development and enhancement of our Ads Manager and Ad Server. We capitalize the costs of software developed or obtained for internal use in accordance with ASC Topic 350-40, *Internal Use Software*. We begin to capitalize our costs upon completion of the preliminary project stage. We consider the preliminary project stage to be complete and the application development stage to have begun when preliminary development efforts are successfully completed, management has authorized and committed project funding and it is probable that the project will be completed, and the software will be used as intended. These costs are amortized on a straight-line basis over the estimated useful life of the related asset, generally estimated to be three years. Costs incurred in the preliminary project stage and post-implementation operation stages are expensed as incurred and recorded in research and development expense on our consolidated statements of operations.

During 2025, 2024 and 2023, we capitalized development costs for improvements to our platforms, including our Ads Manager and Ad Server, totaling \$18.9 million, \$22.9 million and \$14.6 million, respectively.

Capitalized software development costs are as follows (in thousands):

	December 31,	
	2025	2024
Capitalized software development costs, gross	\$ 87,871	\$ 69,269
Impairment charge	(9,719)	—
Less accumulated amortization	(53,938)	(35,928)
Capitalized software development costs, net	\$ 24,214	\$ 33,341

We have assessed the triggering events criteria along with related conditions and developments as of September 30, 2025. As a result of the triggering event discussed, we performed an impairment test on Capitalized software development costs as of September 30, 2025, and determined that the carrying value of the internal-use software development costs intangible asset associated with the Cardlytics asset group exceeded its fair value. The Cardlytics asset group is included in the Cardlytics platform reportable segment and primarily consists of the internal-use software development costs, which represents the predominant asset from which the group's cash flows are generated. As a result of the impairment test, we recognized an impairment of \$9.7 million to the impairment of goodwill and intangible assets within the consolidated statement of operations during the year ended December 31, 2025.

Debt Issuance Costs

Costs incurred to obtain loans, other than lines of credit, are recorded as a reduction of the carrying amount of the related liability and amortized over the applicable loans' life using the effective interest method. Costs incurred to obtain lines of credit are capitalized and included in other long-term assets on our consolidated balance sheets and amortized ratably over the term of the arrangement.

2020 Convertible Senior Notes

On September 22, 2020, we issued \$230.0 million principal amount of our 2020 Convertible Senior Notes, including the exercise in full of the initial purchasers' option to purchase up to an additional \$30.0 million principal amount of the 2020 Convertible Senior Notes. The 2020 Convertible Senior Notes were issued pursuant to an indenture, dated September 22, 2020 (the "2020 Indenture"), between us and U.S. Bank National Association, as trustee.

In April 2024, we used \$169.3 million, consisting of the net proceeds from the 2024 Convertible Senior Notes offering, together with cash on hand, to repurchase for cash \$183.9 million in aggregate principal amount of the 2020 Convertible Senior Notes, together with accrued and unpaid interest, in privately negotiated transactions below par and entered into concurrently with the pricing of the offering through one of the initial purchasers or one of its affiliates, as our agents. As a result of the extinguishment of the 2020 Convertible Senior Notes, we have recorded a gain of \$13.0 million, which is recorded as a Gain on debt extinguishment on the consolidated statement of operations. In September 2025, we repaid in full at par the remaining \$46.1 million aggregate principal amount of the 2020 Convertible Senior Notes, and as a result, the 2020 Convertible Senior Notes are no longer outstanding as of December 31, 2025.

2024 Convertible Senior Notes

On April 1, 2024, we issued \$172.5 million principal amount of our 2024 Convertible Senior Notes in a private offering, including the exercise in full of the initial purchasers' option to purchase up to an additional \$22.5 million principal amount of the 2024 Convertible Senior Notes. The net proceeds from this offering were \$166.8 million, after deducting the initial purchasers' discounts, commissions and the offering expenses payable by us.

Amortization of debt issuance costs included in interest expense, net totaled \$1.5 million for each period in 2025 and \$1.6 million in 2024 and 2023, respectively.

Deferred debt issuance costs related to our lines of credit included in other long-term assets are as follows (in thousands):

	December 31,	
	2025	2024
Debt issuance costs, gross	\$ 1,333	\$ 1,211
Less accumulated amortization	(1,184)	(990)
Debt issuance costs, net	\$ 149	\$ 221

Deferred debt issuance costs related to our 2024 Convertible Senior Notes included in debt are as follows (in thousands):

	December 31,	
	2025	2024
Debt issuance costs, gross	\$ 5,610	\$ 5,610
Less accumulated amortization	(1,960)	(839)
Debt issuance costs, net	\$ 3,650	\$ 4,771

Deferred debt issuance costs related to our 2020 Convertible Senior Notes included in debt are as follows (in thousands):

	December 31,	
	2025	2024
Debt issuance costs, gross	\$ 5,572	\$ 5,572
Less accumulated amortization	(5,572)	(5,365)
Debt issuance costs, net	\$ —	\$ 207

Future amortization of debt issuance costs is as follows (in thousands):

Years Ending December 31,	Amortization
2026	\$ 1,185
2027	1,185
2028	1,146
2029	283
2030	—
Total	\$ 3,799

Advertising

We expense advertising costs as incurred. These costs are included in sales and marketing expense on our consolidated statements of operations. Advertising costs include direct marketing costs such as print advertisements, market research, direct mail, public relations and trade show expenses and totaled \$1.3 million, \$2.4 million and \$1.9 million in 2025, 2024 and 2023, respectively.

Stock-Based Compensation

We measure and recognize compensation expense based on the estimated fair value of the award on the grant date. The fair value is recognized as expense over the requisite service period, which is generally the vesting period of the respective award, on a straight-line basis when the only condition to vesting is continued service. We recognize the fair value of awards that contain performance conditions based upon the probability of the performance conditions being met. Expense for awards with performance conditions are estimated and adjusted on a quarterly basis based upon our assessment of the probability that the performance condition will be met. We recognize the fair value of awards that contain market conditions over the derived service period. Forfeitures are accounted for when they occur. Refer to Note 10—Stock-based Compensation for additional information regarding our specific award plans and estimates and assumptions used to determine fair value.

Fair Value of Financial Instruments

When required by GAAP, assets and liabilities are reported at fair value on our consolidated financial statements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Valuation inputs are arranged in a hierarchy that consists of the following levels:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.
- Level 2 inputs are inputs other than Level 1 inputs such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 inputs are unobservable inputs for the asset or liability.

Our nonfinancial assets that we recognize or disclose at fair value on our consolidated financial statements on a nonrecurring basis include property and equipment, intangible assets, capitalized software development costs and deferred implementation costs. The fair values for these assets are evaluated when events or changes in circumstances indicate the carrying value may not be recoverable. Refer to Note 12—Fair Value Measurements for information regarding the fair value of our financial instruments.

Income Taxes

Income taxes are accounted for using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and operating loss and tax credit carry-forwards. Valuation allowances are provided when we determine that it is more likely than not that all of, or a portion of, deferred tax assets will not be utilized in the future.

Significant judgment is required in determining any valuation allowance recorded against net deferred tax assets. In assessing the need for a valuation allowance, we consider all available evidence, including past operating results, estimates of future taxable income and the feasibility of tax planning strategies. In the event that we change our determination as to the amount of deferred tax assets that can be realized, we will adjust our valuation allowance with a corresponding impact to the provision for income taxes in the period in which such determination is made.

Estimates of future taxable income are based on assumptions that are consistent with our plans. Assumptions represent management's best estimates and involve inherent uncertainties and the application of management's judgment. If actual amounts differ from our estimates, the amount of our tax expense and liabilities could be materially impacted.

We have recorded a full valuation allowance related to our net deferred tax assets due to the uncertainty of the ultimate realization of the future benefits of those assets.

For tax years beginning on or after January 1, 2022, the Tax Cuts and Jobs Act of 2017 eliminated the option to deduct research and development expenditures, including software development, as defined under Code Section 174, in the year incurred. Instead, taxpayers are required to amortize such expenditures over five years if incurred in the U.S. and over fifteen years if incurred in a foreign jurisdiction. The depreciation and amortization deferred income taxes line includes these capitalized research and development expenses.

We recognize the tax effects of an uncertain tax position only if it is more likely than not to be sustained based solely on its technical merits as of the reporting date, and then, only in an amount more likely than not to be sustained upon review by the tax authorities. Where applicable, we classify associated interest and penalties as income tax expense. The total amounts of interest and penalties were not material. We consider many factors when evaluating and estimating our tax positions and tax benefits, which may require periodic adjustments and which may not accurately anticipate actual outcomes.

3. ACCOUNTING STANDARDS

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-12, Codification Improvements, which makes incremental improvements to the FASB Accounting Standards Codification® in response to stakeholder feedback. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual periods. Early adoption is permitted, and the amendments may generally be applied prospectively or retrospectively, depending on the specific amendment. We are currently evaluating the potential effects of ASU 2025-12 on our consolidated financial statements.

In November 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-11 titled Interim Reporting (Topic 270): Narrow-Scope Improvements, which refines and reorganizes the guidance related to interim disclosure requirements and the application of Topic 270. The amendments in this update are effective for interim periods beginning January 1, 2028. Early adoption is permitted. The amendments may be applied either prospectively or retrospectively. We do not expect the adoption of ASU 2025-11 to have a material impact on our consolidated financial statements.

In June 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-06 titled "Targeted Improvements to the Accounting for Internal-Use Software," which simplifies the capitalization guidance by removing all references to software development project stages, so that the guidance is neutral to different software development methods. The amendments in this update are effective for annual periods beginning after December 15, 2027. Early adoption is permitted. The amendments should be applied either retrospectively, prospectively to software costs incurred after the adoption date or on a modified prospective basis. We are currently evaluating the potential effects of ASU 2025-06 on our financial statements.

In May 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-05 titled Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets, which updates the guidance related to the measurement of expected credit losses for accounts receivable and contract assets. The amendments in this update are effective for annual periods beginning after December 15, 2025. Early adoption is permitted. The amendments are required to be applied on a modified retrospective basis. We are currently evaluating the potential effects of ASU 2025-05 on our financial statements.

In November 2024, the FASB released ASU 2024-03 titled "Disaggregation of Income Statement Expenses," which mandates that certain costs and expenses be disclosed in the notes to financial statements. These amendments will take effect for fiscal years starting after December 15, 2026, with early adoption allowed. The changes should be applied either prospectively to financial statements for periods after the effective date or retrospectively to any or all prior periods presented. We are currently assessing how the enhanced disclosure requirements of ASU 2024-03 will impact our financial statements.

Recently Adopted Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09 titled "Income Taxes (Topic 740): Improvement to Income Tax Disclosures," aimed at improving the transparency and usefulness of income tax information by enhancing disclosures related to rate reconciliation and income taxes paid. The ASU is effective for annual periods beginning with our fiscal year ending December 31, 2025. The Company adopted ASU 2023-09 for the year ended December 31, 2025, and applied the new disclosure requirements prospectively to the current annual period. Prior period disclosures have not been adjusted to reflect the new disclosure requirements. Refer to Note 11 for more information.

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting (Topic 280). The new standard requires enhanced disclosures about significant segment expenses and other segment items and requires companies to disclose all annual disclosures about segments in interim periods. The new standard also permits companies to disclose more than one measure of segment profit or loss, requires disclosure of the title and position of the Chief Operating Decision Maker, and requires companies with a single reportable segment to provide all disclosures required by Topic 280. The new standard is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted and companies are required to apply the ASU retrospectively to all periods presented. During the year ended December 31, 2024, we adopted this standard and added additional disclosure in our Segment Footnote. Refer to Note 15—Segments for further information.

4. BUSINESS COMBINATIONS AND DIVESTITURES

Our acquisitions were accounted for as business combinations and the total purchase consideration of each was allocated to the net tangible and intangible assets and liabilities acquired based on their fair values on the acquisition dates with the remaining amounts recorded as goodwill.

During the year ended December 31, 2025, we incurred \$0.6 million of costs, which related to divestiture expense consisting of professional fees associated with the Bridg Sale. During the year ended December 31, 2024, we incurred \$0.2 million of costs, which related to the net working capital adjustment associated with the divestiture of Entertainment and the interest accretion on the contingent consideration related to our Bridg acquisition. During the year ended December 31, 2023, we realized a benefit of \$6.3 million primarily due to a reduction of the estimated brokerage fee related to our reduced estimate of contingent consideration related to our Bridg acquisition. These expenses and gains are included in acquisition, integration and divestiture costs/(benefits) on our consolidated statements of operations.

Bridg Sale

On January 23, 2026, the Company, PAR and DB Sub, LLC, an indirectly wholly owned subsidiary of PAR, entered into an asset purchase agreement, pursuant to which Buyer agreed to acquire all of the Company's assets, properties and rights primarily related to, or primarily used in, its Bridg platform, subject to certain exceptions. Refer to Note 16—Subsequent Events for further information about the Bridg Sale.

Dosh Holdings LLC Dissolution

The Dosh app, a consumer facing cashback mobile application operated by Dosh Holdings LLC, was decommissioned on February 28, 2025. In connection with the decommission, we recorded a gain on disposal or divestiture of \$4.8 million primarily related to the derecognition of the wallet liability associated with the Dosh app within the consolidated statement of operations during the year ended December 31, 2025. The wallet liability associated with the Dosh app was included as part of consumer incentive liability on the consolidated balance sheet. On November 13, 2025, the Company completed the dissolution of Dosh Holdings LLC, a former wholly-owned subsidiary.

Divestiture of Entertainment

On December 7, 2023, we sold and transferred substantially all of the assets of Entertainment for \$6.0 million in cash, subject to a combined \$1.1 million held in escrow for indemnities and sales and use taxes, as well as customary post-closing adjustments. The resulting loss on sale of \$6.6 million is recorded within "(Gain)/loss on divestiture" within the consolidated statement of operations. During the years ended December 31, 2025 and 2024, we received \$0.5 million and \$0.6 million of cash from escrow, respectively, and we classified the receipt of cash within investing activities within the consolidated statement of cash flows. During the year ended December 31, 2024, we also recorded a \$0.1 million divestiture expense associated with the net working capital adjustment.

5. GOODWILL AND ACQUIRED INTANGIBLES

Goodwill

Goodwill is tested annually for impairment, unless certain triggering events require an interim impairment analysis, including macroeconomic conditions, industry and market considerations, costs factors, overall financial performance, and other relevant entity-specific events and changes. These considerations are evaluated holistically to assess whether it is more likely than not that a reporting unit's carrying value exceeds its fair value. Our reporting units consist of the Cardlytics platform in the U.S., the Cardlytics platform in the U.K. and the Bridg platform. There is no goodwill recorded within the Cardlytics platform in the U.K.

The changes in the carrying amount of goodwill for the years ended December 31, 2025, 2024 and 2023 are as follows (in thousands):

	Cardlytics Platform in the U.S.		Consolidated	
Balance as of December 31, 2024	\$	159,429	\$	159,429
Goodwill impairment		(49,124)		(49,124)
Balance as of December 31, 2025	\$	110,305	\$	110,305

	Cardlytics Platform in the U.S.		Bridg Platform		Consolidated	
Balance as of December 31, 2023	\$	159,429	\$	117,773	\$	277,202
Goodwill impairment		—		(117,773)		(117,773)
Balance as of December 31, 2024	\$	159,429	\$	—	\$	159,429

	Cardlytics Platform in the U.S.		Bridg Platform		Consolidated	
Balance as of December 31, 2022	\$	164,430	\$	188,291	\$	352,721
Goodwill impairment		—		(70,518)		(70,518)
Divestiture of Entertainment		(5,001)		—		(5,001)
Balance as of December 31, 2023	\$	159,429	\$	117,773	\$	277,202

We assessed the triggering events criteria along with related conditions and developments as of September 30, 2025 and September 30, 2024, and we concluded that we had a triggering event as a result of a sustained decline in our stock price during the three months ended September 30, 2025 and 2024. We, therefore, performed a quantitative impairment test as of September 30, 2025 and 2024. As a result of our quantitative impairment tests, we determined that the carrying value of the Cardlytics platform in the U.S. exceeded its fair value for the three months ended September 30, 2025 and that the carrying value of the Bridg platform exceeded its fair value for the three months ended September 30, 2024. As such, we recognized a goodwill impairment of \$49.1 million for the Cardlytics platform in the U.S. during the three months ended September 30, 2025 and \$117.8 million for the Bridg platform during the three months ended September 30, 2024. We performed our annual goodwill impairment test in the fourth quarter of 2025 and 2024 and concluded that there was no additional impairment associated with the Cardlytics platform in the U.S.

We performed our annual impairment test as of October 1, 2023 and determined that the carrying value of the Bridg platform, which is comprised entirely of an acquired business exceeded its fair value, and we recognized a goodwill impairment of \$70.5 million. On December 7, 2023, we sold and transferred substantially all of the assets of Entertainment, and as a result, we reduced goodwill by \$5.0 million, which is the amount of goodwill attributed to Entertainment. The reduction of goodwill is included as part of the determination of the (Gain)/loss on divestiture of \$6.6 million in the consolidated statements of operations.

The decline in the fair value of the Cardlytics platform in the U.S. below its carrying value at September 30, 2025 and the decline in the fair values of the Bridg platform reporting unit below its carrying values at September 30, 2024 and October 1, 2023 resulted from a continued slowdown in the economy and decreased consumer spend that led to a sustained decline in our stock price. The method of determining fair values of the reporting units at September 30, 2025, September 30, 2024 and October 1, 2023 was the discounted cash flow method under the income approach, and to a lesser extent the market approach. The most significant assumptions utilized in the determination of the estimated fair values of the Cardlytics platform in the U.S. and the Bridg platform are the discount rate and forecasts of future revenues and cash flows.

We prepared cash flow projections based on management's estimates of revenue growth rates and earnings growth rates for each reporting unit, taking into consideration the historical performance and the current macroeconomic, industry, and market conditions. The discount rate, which is consistent with a weighted average cost of capital that is likely to be expected by a market participant, is based upon industry required rates of return, including consideration of both debt and equity components of the capital structure. Our discount rate may be impacted by adverse changes in the macroeconomic environment and volatility in the equity and debt markets.

Acquired Intangibles

We evaluate the recoverability of our finite-lived intangible assets and other long-lived assets whenever events or substantive changes in circumstances indicate that the carrying amount may not be recoverable. Prior to the quantitative goodwill impairment test, we evaluated the recoverability of these long-lived assets for our asset groups. The evaluation is based on the cash flows generated by the underlying asset groups, including estimated future operating results, trends or other determinants of fair value. If the total of the expected future undiscounted cash flows were less than the carrying amount of the asset group, we would recognize an impairment charge to the extent the carrying amount of the asset group exceeded its estimated fair value.

2025 Acquired Intangibles

Acquired intangible assets subject to amortization as of December 31, 2025 were as follows:

	Gross Carrying Amount	Accumulated Amortization	Net	Weighted Average Remaining Useful Life
		(in thousands)		(in years)
Developed technology	49,873	(45,055)	4,818	1.5
Merchant relationships	21,930	(21,195)	735	0.4
Total other intangible assets	\$ 71,803	\$ (66,250)	\$ 5,553	

Amortization expense of acquired intangibles for the year ended December 31, 2025 was \$5.8 million.

2024 Acquired Intangibles

Acquired intangible assets subject to amortization as of December 31, 2024 were as follows:

	Gross Carrying Amount	Accumulated Amortization	Impairment of Intangible Assets	Net	Weighted Average Remaining Useful Life
		(in thousands)			(in years)
Developed technology	63,621	(41,442)	(13,748)	8,431	2.5
Merchant relationships	21,930	(18,989)	—	2,941	1.4
Total other intangible assets	\$ 85,551	\$ (60,432)	\$ (13,748)	\$ 11,371	

Amortization expense of acquired intangibles for the year ended December 31, 2024 was \$9.8 million.

2023 Acquired Intangibles

Acquired intangible assets subject to amortization as of December 31, 2023 were as follows:

	Gross Carrying Amount	Accumulated Amortization	Divestiture of Entertainment	Net	Weighted Average Remaining Useful Life
			(in thousands)		(in years)
Trade name	\$ 2,315	\$ (1,802)	\$ (513)	\$ —	0.0
Developed technology	64,070	(33,838)	(449)	29,783	3.4
Merchant relationships	25,915	(16,784)	(3,985)	5,146	2.4
Total other intangible assets	\$ 92,300	\$ (52,424)	\$ (4,947)	\$ 34,929	

Amortization expense of acquired intangibles for the year ended December 31, 2023 was \$13.6 million.

We have assessed the triggering events criteria along with related conditions and developments as of September 30, 2024. As a result of a triggering event in 2024 as discussed above, we performed an impairment test as of September 30, 2024, and determined that the carrying value of the Bridg platform Developed technology intangible asset exceeded its fair values. As such, we recognized an acquired intangible asset impairment of \$13.7 million during the year ended December 31, 2024.

Our impairment analysis at September 30, 2024 incorporated revised forecasts that took into account the continued slowdown in the global economy and decreased consumer spend during the quarter and expected impacts of these disruptions on our results in the near term. Given the significant level of uncertainty that currently exists, management applied several alternative scenarios for market and Company performance over the next several years to determine fair value. Other key assumptions were updated as appropriate, including the discount rate, which increased as a result of an increase in the equity risk premium, which was partially offset by a decrease in the risk-free rate.

As of December 31, 2025, we expect amortization expense in future periods to be as follows (in thousands):

	Amount
2026	4,348
2027	1,205
2028	—
2029	—
2030	—
Thereafter	—
Total expected future amortization expense	\$ 5,553

6. REVENUE

The Cardlytics Platform

The Cardlytics platform is our proprietary native bank advertising channel that enables marketers to reach consumers through the FI partners' trusted and frequently visited digital banking channels. Working with the marketer, we design a campaign that targets customers based on their purchase history. The consumer is offered an incentive to make a purchase from the marketer within a specified period. We use a portion of the fees that we collect from marketers to provide these Consumer Incentives to our FI partners' customers after they make qualifying purchases ("Consumer Incentives"). Leveraging our platform, we are able to create compelling Consumer Incentives that have the potential to increase return on advertising spend for marketers and measure the effectiveness of the advertising. During the years ended December 31, 2025, 2024 and 2023, Consumer Incentives totaled \$151.7 million, \$165.5 million and \$144.2 million, respectively. We pay certain partners a negotiated and fixed percentage of our billings to marketers less any Consumer Incentives that we pay to partners' customers and certain third-party data costs ("Partner Share"). Revenue on our consolidated statements of operations is presented net of Consumer Incentives and gross of Partner Share.

The Cardlytics platform has two different pricing models: (1) served based pricing and (2) engagement based pricing.

- **Served Based Pricing** Our primary pricing model is Cost per Served Sale ("CPS"). We generate Revenue by charging a percentage, which we refer to as the CPS rate, of all purchases from the marketer by consumers who (1) are served marketing and (2) subsequently make a purchase from the marketer during the campaign period, regardless of whether consumers engage with the applicable offer and thereby becomes eligible to earn the applicable Consumer Incentive. We set CPS rates for marketers based on our expectation of the marketer's return on spend for the relevant campaign. Additionally, we set the amount of the Consumer Incentives payable for each campaign based on our estimation of our ability to drive incremental sales for the marketer. We seek to optimize the level of Consumer Incentives to retain a greater portion of Billings. However, if the amount of Consumer Incentives exceeds the amount of Billings that we are paid by the applicable marketer we are still responsible for paying the total Consumer Incentive. In some instances, we may also charge the marketer, the Consumer Incentive, in which case the marketer determines the level of Consumer Incentive for the campaign.
- **Engagement Based Pricing.** Under our engagement based pricing model, marketers generally pay us a fee for each purchase that we generate following a consumer's engagement with an offer. Marketers may choose between three variations of our engagement based pricing model: (1) Cost per Redemption whereby marketers specify and fund the Consumer Incentive and pay us a separate negotiated, fixed marketing fee, (2) Cost per Transaction whereby marketers pay us a negotiated, fixed marketing fee out of which we fund the Consumer Incentive, which is determined in our discretion or (3) Cost per Engagement whereby marketers specify a target return on ad spend based on which we will determine a fee for each engagement a consumer has with the applicable offer. We generate Revenue if the consumer (i) is served an offer, (ii) selects the offer and thereby becomes eligible to earn the applicable Consumer Incentive, and (iii) makes a qualifying purchase from the marketer during the campaign period. We set the fees for engagement based pricing for marketers based on our estimation of the marketers' return on spend for the relevant campaign.

The following table summarizes revenue by pricing model (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Served based pricing	\$ 79,062	\$ 151,455	\$ 191,260
Engagement based pricing	129,294	99,412	86,529
Other Revenue ⁽¹⁾	3,972	4,747	7,636
Cardlytics platform revenue	<u>\$ 212,328</u>	<u>\$ 255,614</u>	<u>\$ 285,425</u>

(1) Other Revenue during the year ended December 31, 2025 primarily includes pricing models that do not relate to Served based pricing and Engagement based pricing, which includes proof-of-concept pricing models that we are exploring and hosting fees that we charge our FI partners to support the costs required to host our services. Other Revenue during the year ended December 31, 2023 primarily consists of revenue from Entertainment.

The Bridg Platform

The Bridg platform generates revenue through the sale of subscriptions to our cloud-based customer-data platform and the delivery of professional services, such as implementation, onboarding and technical support in connection with each subscription. We recognize subscription revenue on a ratable basis over the contract term beginning on the date that our service is made available to the customer. For non-recurring services or transactional based fees dependent on system usage, revenue is recognized as services are delivered. Our subscription contracts are generally 6 to 60 months in duration and are generally billed in advance on a monthly, quarterly or annual basis.

The following table summarizes revenue from the Bridg platform (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Subscription revenue	\$ 20,945	\$ 22,684	\$ 23,779
Bridg platform revenue	<u>\$ 20,945</u>	<u>\$ 22,684</u>	<u>\$ 23,779</u>

The following table summarizes contract balances from the Bridg platform (in thousands):

Contract Balance Type	Consolidated Balance Sheets Location	Year Ended December 31,	
		2025	2024
Contract assets, current	Accounts receivable and contract assets, net	\$ 588	\$ 232
Total contract assets		\$ 588	\$ 232
Contract liabilities, current	Deferred revenue	\$ 48	\$ 2,154
Contract liabilities, long-term	Long-term deferred revenue	\$ 52	\$ —
Total contract liabilities		\$ 100	\$ 2,154

During the year ended December 31, 2025, we recognized \$0.2 million of Revenue related to amounts that were included in Deferred revenue as of December 31, 2024.

The following information represents the total transaction price for the remaining performance obligations as of December 31, 2025 related to contracts expected to be recognized over future periods. This includes deferred revenue on our consolidated balance sheets and contracted amounts that will be invoiced and recognized as revenue in future periods. As of December 31, 2025, we had \$17.8 million of remaining performance obligations, of which \$7.9 million is expected to be recognized in the next twelve months, with the remaining amount recognized thereafter. The remaining performance obligations exclude future transaction revenue of variable consideration that are allocated to wholly unsatisfied distinct services that form part of a single performance obligation and meets certain variable allocation criteria.

7. LEASES

We have various non-cancellable operating leases for our office spaces and operational assets with lease periods expiring between 2023 and 2032. During the year ended December 31, 2024, we recognized additional right-of-use assets and lease liabilities of \$1.6 million related to a new lease agreement for office space. There were no new lease agreements for office space during the year ended December 31, 2025.

During the year ended December 31, 2025 and 2024, there were no impairments on any of our leases. Refer to Note 15—Segments for more information on our operating segments.

During the year ended December 31, 2025 and 2024, respectively, we made cash payments of \$2.8 million and \$2.3 million for operating leases which are included in cash flows used in operating activities in our consolidated statement of cash flows.

Lease assets and liabilities, net, are as follows (in thousands):

Lease Type	Consolidated Balance Sheets Location	December 31,	
		2025	2024
Operating lease assets	Right-of-use assets under operating leases, net	\$ 4,947	\$ 6,341
Total lease assets		4,947	6,341
Operating lease liabilities, current	Current operating lease liabilities	1,607	2,025
Operating lease liabilities, long-term	Long-term operating lease liabilities	4,787	6,034
Total lease liabilities		\$ 6,394	\$ 8,059

The following table summarizes activity related to our leases (in thousands):

	December 31,	
	2025	2024
Operating lease expense	\$ 2,600	\$ 2,822
Variable lease expense	559	693
Short-term lease expense	168	1,058

The following table presents our weighted average borrowing rates and weighted average lease terms:

	December 31,	
	2025	2024
Operating leases:		
Weighted average borrowing rate	7.2 %	7.3 %
Weighted average remaining lease term (years)	3.06	3.81

The following table summarizes future maturities of lease liabilities as of December 31, 2025 (in thousands):

Fiscal Year	Operating Leases	
2026	\$	2,321
2027		2,211
2028		1,491
2029		1,122
Thereafter		1,784
Total lease payments		8,929
Imputed interest		2,535
Total lease liabilities	\$	6,394

8. PROPERTY AND EQUIPMENT

Significant components of property and equipment are as follows (in thousands):

	December 31,	
	2025	2024
Computer equipment	\$ 4,370	\$ 9,753
Leasehold improvements	1,981	2,034
Furniture and fixtures	411	464
Property and equipment, gross	6,762	12,251
Less accumulated depreciation and amortization	(4,737)	(9,655)
Property and equipment, net	\$ 2,025	\$ 2,596

Depreciation expense was \$1.0 million, \$1.8 million and \$3.7 million for the years ended December 31, 2025, 2024 and 2023, respectively.

9. DEBT AND FINANCING ARRANGEMENTS

Our debt consists of the following (in thousands):

Line of Credit	December 31,	
	2025	2024
2024 Convertible Senior Notes, net	\$ 40,070	\$ —
2020 Convertible Senior Notes, net	168,850	167,729
Total debt	\$ 208,920	\$ 213,592

Accrued interest is included within accrued expenses in our consolidated balance sheet. As of December 31, 2025, we had accrued interest related to our 2024 Convertible Senior Notes of \$1.8 million. As of December 31, 2024, we had accrued interest related to our 2024 Convertible Senior Notes and 2020 Convertible Senior Notes of \$1.9 million.

For the years ended December 31, 2025, 2024 and 2023, interest expense, net reflected on the consolidated statements of operations consisted of interest expense of \$10.6 million, \$8.9 million and \$6.2 million and interest income of \$2.7 million, \$3.4 million, and \$3.8 million, respectively.

2024 Convertible Senior Notes

On April 1, 2024, we issued \$172.5 million principal amount of our 2024 Convertible Senior Notes in a private offering, including the exercise in full of the initial purchasers' option to purchase up to an additional \$22.5 million principal amount of the 2024 Convertible Senior Notes. The net proceeds from this offering were \$166.8 million, after deducting the initial purchasers' discounts, commissions and the offering expense payable by us. The 2024 Convertible Senior Notes were issued pursuant to, and are governed by, an indenture, dated as of April 1, 2024 (the "2024 Indenture"), between us and U.S. Bank Trust Company, National Association, as Trustee.

The 2024 Convertible Senior Notes will accrue interest at a rate of 4.25% per annum, payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2024. The 2024 Convertible Senior Notes will mature on April 1, 2029, unless earlier converted or repurchased by us. Before January 2, 2029, noteholders will have the right to convert their 2024 Convertible Senior Notes only in the following circumstances: (i) during any calendar quarter (and only during such calendar quarter) commencing after the calendar quarter ending on June 30, 2024, if the last reported sale price per share of our common stock, exceeds 130% of the conversion price for each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter; (ii) during the five consecutive business days immediately after any 10 consecutive trading day period (such 10 consecutive trading day period, the "measurement period") if the trading price per \$1,000 principal amount of 2024 Convertible Senior Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price per share of the common stock on such trading day and the conversion rate on such trading day; (iii) upon the occurrence of certain corporate events or distributions on the common stock, as described in the 2024 Indenture; and (iv) at any time from, and including, January 2, 2029 until the close of business on the scheduled trading day immediately before the maturity date. We will settle conversions by paying or delivering, as applicable, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election. The initial conversion rate is 55.4939 shares of common stock per \$1,000 principal amount of 2024 Convertible Senior Notes, which represents an initial conversion price of \$18.02 per share of common stock. The conversion rate and conversion price will be subject to customary adjustments upon the occurrence of certain events. In addition, if certain corporate events that constitute a "Make-Whole Fundamental Change" (as defined in the 2024 Indenture) occur, then the conversion rate will, in certain circumstances, be increased for a specified period of time.

If a "Fundamental Change" (as defined in the 2024 Indenture) occurs, then, subject to a limited exception for certain cash mergers, noteholders may require us to repurchase their 2024 Convertible Senior Notes at a cash repurchase price equal to the principal amount of the 2024 Convertible Senior Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date. The definition of Fundamental Change includes certain business combination transactions involving us and certain de-listing events with respect to the common stock.

The net carrying amount of the liability component of the 2024 Convertible Senior Notes is as follows (in thousands):

	December 31,	
	2025	2024
Principal	\$ 172,500	\$ 172,500
Minus:		
Unamortized issuance costs	(3,650)	(4,771)
Net carrying amount	\$ 168,850	\$ 167,729

Interest expense recognized related to the 2024 Convertible Senior Notes is as follows (in thousands):

	December 31,	
	2025	2024
Contractual interest expense (due in cash)	\$ 7,331	\$ 5,478
Amortization of debt issuance costs	1,122	838
Total interest expense related to the 2024 Convertible Senior Notes	\$ 8,453	\$ 6,316
Effective interest rate	4.90 %	4.90 %

2020 Convertible Senior Notes

On September 22, 2020, we issued \$230.0 million principal amount of our 2020 Convertible Senior Notes, including the exercise in full of the initial purchasers' option to purchase up to an additional \$30.0 million principal amount of the 2020 Convertible Senior Notes. The 2020 Convertible Senior Notes were issued pursuant to an indenture, dated September 22, 2020 (the "2020 Indenture"), between us and U.S. Bank National Association, as trustee.

In April 2024, we used \$169.3 million, consisting of the net proceeds from the 2024 Convertible Senior Notes offering, together with cash on hand, to repurchase for cash \$183.9 million in aggregate principal amount of the 2020 Convertible Senior Notes, together with accrued and unpaid interest, in privately negotiated transactions below par and entered into concurrently with the pricing of the offering through one of the initial purchasers or one of its affiliates, as our agents. As a result of the extinguishment of the 2020 Convertible Senior Notes, we have recorded a gain of \$13.0 million, which is recorded as a Gain on debt extinguishment on the consolidated statement of operations. In September 2025, we repaid in full at par the remaining \$46.1 million aggregate principal amount of the 2020 Convertible Senior Notes, and as a result, the 2020 Convertible Senior Notes are no longer outstanding as of December 31, 2025.

The 2020 Convertible Senior Notes were general senior, unsecured obligations with a maturity date of September 15, 2025, unless earlier converted, redeemed or repurchased. The 2020 Convertible Senior Notes bore interest at a rate of 1.00% per year, payable semiannually in arrears on March 15 and September 15 of each year, which began on March 15, 2021. Following June 15, 2025 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders of the 2020 Convertible Senior Notes could have converted all or any portion of their 2020 Convertible Senior Notes at any time.

The net carrying amount of the liability component of the 2020 Convertible Senior Notes is as follows (in thousands):

	December 31,	
	2025	2024
Principal	\$ —	\$ 46,070
Minus: Unamortized issuance costs	—	(207)
Net carrying amount of the liability component	\$ —	\$ 45,863

Interest expense recognized related to the 2020 Convertible Senior Notes is as follows (in thousands):

	December 31,	
	2025	2024
Contractual interest expense (due in cash)	\$ 326	\$ 921
Amortization of debt issuance costs	207	585
Total interest expense related to the 2020 Convertible Senior Notes	\$ 533	\$ 1,506
Effective interest rate	1.64 %	1.64 %

Capped Call Transactions

In connection with the issuance of the 2020 Convertible Senior Notes, we entered into privately negotiated capped call transactions (the "Capped Calls") with an affiliate of one of the initial purchasers or the 2020 Convertible Senior Notes and certain other financial institutions. The Capped Calls are recorded in stockholders' equity and were not accounted for as derivatives.

The Capped Calls each had an initial strike price of \$85.14 per share, subject to certain adjustments, which corresponds to the initial conversion price of the 2020 Convertible Senior Notes. The Capped Calls had an initial cap price of \$128.51 per share, subject to certain adjustments. On May 29, 2024, we entered into agreements to terminate all remaining Capped Calls associated with the 2020 Convertible Senior Notes. The Capped Calls were separate transactions, entered into by the Company with the counterparties, and were not part of the 2020 Convertible Senior Notes. Cash proceeds from the termination of the Capped Calls totaled \$0.1 million, which we received on June 3, 2024. The \$0.1 million cash proceeds from the termination of the Capped Calls were recorded as a credit to additional paid in capital on our consolidated balance sheet.

2018 Loan Facility

In April 2022, we amended our loan facility with Pacific Western Bank (the "2018 Loan Facility") to increase the capacity of our asset-backed revolving line of credit (the "2018 Line of Credit") from \$50.0 million to \$60.0 million with an option to increase to \$75.0 million upon syndication. Additionally with this amendment, the former cash covenant, as described below, was removed and was replaced with a requirement to maintain a minimum level of Adjusted Contribution and a minimum adjusted cash of \$25.0 million, which is reduced by eligible accounts receivable in excess of the loan capacity. In November 2022, we amended our 2018 Loan Facility to modify the eligible account receivable to exclude U.K. accounts, reduce the ability to borrow up to 85% of the amount of our eligible accounts receivable to 50% and adjusted the required minimum level of Adjusted Contribution. In February 2023, we amended our 2018 Loan Facility to remove and replace the former Adjusted Contribution covenant with a requirement to maintain a minimum level of Adjusted EBITDA. In May 2023, we amended our 2018 Loan Facility to modify the covenants related to the maximum amount of cash we are allowed to pay for the First Anniversary Payment Amount and Second Anniversary Payment Amount under the Merger Agreement. In February 2024, we amended our 2018 Loan Facility to increase the ability to borrow up to 75% of the amount of our eligible accounts receivable, adjusted the required minimum level of Adjusted EBITDA and increased the interest rate to the prime rate plus 0.25%.

The 2018 Loan Facility includes customary representations, warranties and covenants (affirmative and negative), including restrictive covenants that prohibit mergers, acquisitions, dispositions of assets, incurrence of indebtedness, encumbrances on our assets and the payment or declaration of dividends, in each case subject to specified exceptions.

The 2018 Loan Facility also includes standard events of default, including in the event of a material adverse change. Upon the occurrence of an event of default, the lender may declare all outstanding obligations immediately due and payable and take such other actions as are set forth in the 2018 Loan Facility and increase the interest rate otherwise applicable to advances under the 2018 Line of Credit by an additional 3.00%. All of our obligations under the 2018 Loan Facility are secured by a first priority lien on substantially all of our assets. The 2018 Loan Facility does not include any prepayment penalties.

In April 2024, we repaid in full \$30.0 million of the principal balance of the 2018 Line of Credit. Interest on advances under the 2018 Line of Credit bore an interest rate equal to the prime rate plus 0.25%. In addition, we were required to pay an unused line fee of 0.15% per annum on the average daily unused amount of the revolving commitment.

In July 2024, we amended our 2018 Loan Facility, which increased the ability to borrow up to 85% of the amount of our U.S. eligible accounts receivable and 30% of the amount of our U.K. eligible accounts receivable, decreased our required minimum level of Adjusted EBITDA, and decreased the interest rate to prime rate plus 0.125%. The amendment also established a reserve and included an extension of the maturity date of the loan to July 31, 2026.

In September 2024, we entered into an amended and restated Loan and Security Agreement, which amended and restated the original Loan and Security Agreement to consolidate the original agreement and all subsequent amendments thereto into a single document. In January 2025, we amended our 2018 Loan Facility to decrease our required minimum level of Adjusted EBITDA. In April 2025, we amended our 2018 Loan Facility to extend the maturity date of the loan to April 15, 2028.

As of December 31, 2025, we had net borrowings of \$40.1 million under the 2018 Line of Credit, which includes total draw downs of \$56.0 million and repayments totaling \$15.9 million during the year ended December 31, 2025. Subsequent to December 31, 2025, we repaid \$10.0 million on February 25, 2026 under the 2018 Line of Credit.

During the years ended December 31, 2025 and 2024, we incurred \$1.5 million and \$0.7 million of interest expense associated with the 2018 Loan Facility, respectively. As of December 31, 2025, we had \$8.5 million of unused available borrowings under our 2018 Line of Credit. We believe we are in compliance with all financial covenants as of December 31, 2025.

Future Payments

Aggregate future payments of principal due upon maturity are as follows (in thousands):

Years Ending December 31,	Debt
2026	\$ —
2027	—
2028	40,070
2029	172,500
Future periods	—
Total debt	\$ 212,570

10. STOCK-BASED COMPENSATION

On May 20, 2025, at the 2025 Annual Meeting our stockholders approved the 2025 Plan. The aggregate number of shares of our common stock that may be issued pursuant to stock awards under the 2025 Plan will not exceed 15,722,908 shares, which is the sum of (i) 10,000,000 new shares, (ii) the number of shares reserved, and remaining available for issuance, under our 2018 Equity Incentive Plan ("2018 Plan"), and (iii) the number of shares subject to stock options or other stock awards granted under our 2008 Stock Plan ("2008 Plan") or 2018 Plan that would have otherwise returned to our 2018 Plan (such as upon the expiration or termination of a stock award prior to vesting). The 2025 Plan was previously approved, subject to stockholder approval, by our Board of Directors. The 2025 Plan became effective immediately upon stockholder approval at the 2025 Annual Meeting.

The 2018 Plan became effective in February 2018. Prior to the 2018 Plan, we granted awards under our 2008 Plan. Any awards granted under the 2008 Plan and the 2018 Plan remain subject to the terms of our 2008 Plan and 2018 Plan and applicable award agreements, and shares subject to awards granted under our 2008 Plan that are forfeited, canceled or expired prior to vesting become available for use under our 2025 Plan. As of December 31, 2025, there were 7,355,232 shares of our common stock reserved for issuance under our 2025 Plan.

On July 18, 2022, our board of directors adopted the Cardlytics, Inc. 2022 Inducement Plan ("2022 Inducement Plan"). Our board of directors also adopted a form of stock option grant notice and agreement and a form of restricted stock unit grant notice and agreement for use with the 2022 Inducement Plan. We reserved a total of 1,500,000 shares of our Common Stock under the 2022 Inducement Plan. On January 18, 2023, our board of directors approved an amendment to the 2022 Inducement Plan to reserve an additional 350,000 shares of our common stock. On July 13, 2023, our board of directors approved an amendment to the 2022 Inducement Plan to reserve an additional 800,000 shares of our common stock. On November 6, 2024, our board of directors approved an amendment to the 2022 Inducement Plan to reserve an additional 2,500,000 shares of our common stock. As of December 31, 2025, there were 2,291,849 shares available under the 2022 Inducement Plan.

The following table summarizes the allocation of stock-based compensation on the consolidated statements of operations (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Delivery costs	\$ 1,673	\$ 2,680	\$ 2,427
Sales and marketing expense	4,611	10,017	12,624
Research and development expense	10,431	14,957	16,392
General and administrative expense	11,414	12,713	9,537
Total stock-based compensation expense	\$ 28,129	\$ 40,367	\$ 40,980

During 2025, 2024 and 2023, we capitalized \$3.8 million, \$5.0 million and \$2.5 million, respectively, of stock-based compensation expense for software development.

Restricted Stock Units

We grant restricted stock units ("RSUs") to certain employees and our non-employee directors. The following table summarizes changes in RSUs, inclusive of performance-based RSUs:

	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share	Weighted-Average Remaining Contractual Term (in years)	Unamortized Compensation Costs (in thousands)
Unvested - December 31, 2024	4,507	\$ 13.20		
Granted	7,950	2.01		
Vested	(2,833)	12.40		
Forfeited	(1,838)	8.67		
Unvested - December 31, 2025	7,786	\$ 3.15	0.76	\$ 13,374
	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share	Weighted-Average Remaining Contractual Term (in years)	Unamortized Compensation Costs (in thousands)
Unvested - December 31, 2023	5,485	\$ 15.70		
Granted	4,949	9.65		
Vested	(3,503)	13.30		
Forfeited	(2,424)	11.47		
Unvested - December 31, 2024	4,507	\$ 13.20	1.20	\$ 43,710
	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share	Weighted-Average Remaining Contractual Term (in years)	Unamortized Compensation Costs (in thousands)
Unvested - December 31, 2022	5,956	\$ 25.43		
Granted	3,560	7.19		
Vested	(2,947)	19.51		
Forfeited/canceled	(1,084)	31.66		
Unvested - December 31, 2023	5,485	\$ 15.70	2.01	\$ 68,092

Service-based Restricted Stock Units

During the year ended December 31, 2025, we granted 7,949,868 RSUs to employees and non-employee directors, which have vesting periods ranging from vesting immediately to vesting in four years.

Subsequent to December 31, 2025, we granted 5,614,375 RSUs to employees, which have vesting periods ranging from nine months to two years. The unamortized stock-based compensation expense related to all RSUs granted subsequent to December 31, 2025 is \$5.4 million.

Performance-based Restricted Stock Units

In June 2025 and March 2025, we granted 442,500 and 95,625 PSUs, respectively, which will vest at the achievement of specific stock price hurdles for at least 20 consecutive trading days at market close between April 1, 2025 and April 1, 2028; provided, however, that in the event that the applicable triggering stock price is met prior to April 1, 2026, such vesting will not occur until April 1, 2026.

In July 2022, we granted 100,990 PSUs which included two tranches that vest on the achievement of specific Revenue-based performance metrics ("2022 Bridg PSUs"). During the three months ended September 30, 2025 and September 30, 2024, we reassessed the likelihood of achieving the first and second tranche of the 2022 Bridg PSUs, respectively, and concluded that the achievement of each is no longer probable. As a result of the change in estimate, we reversed the previously recognized cumulative expense associated with each grant as a benefit to stock-based compensation during the period in which we deemed it no longer probable.

In March 2022 and August 2022, we granted 269,202 and 25,248 performance-based restricted stock units ("2022 PSUs").

respectively, consisting of three tranches. The first two tranches each represent 25% of the grant, and each vests upon the achievement of certain milestones related to the installation of our Ad Server at our FI partners. In December 2022, the compensation committee of our Board of Directors certified that the first tranche's milestone related to the installation of our Ad Server at our FI partners had been achieved, which resulted in the immediate vesting of the first tranche representing 25% of the grant. In January 2025, the compensation committee of our Board of Directors certified that the second tranche's milestone had been achieved, which resulted in the immediate vesting of the second tranche representing 25% of the grant. Fifty percent of the third tranche vests upon the achievement of a certain number of advertisers purchasing both the Cardlytics and Bridg platforms at a target incremental Billings amount over the 2021 Billings amount, and the remaining 50% of the tranche vests six months after this target is achieved. During the year ended December 31, 2024, we reassessed the likelihood of achieving the third tranche's milestones and concluded that the achievement is no longer probable. As a result of the change in estimate, we have reversed the previously recognized cumulative expense associated with the third tranche of this grant as a benefit to stock-based compensation during the year ended December 31, 2024.

In September 2021, we granted 6,667 PSUs which have the same unmet revenue target vesting condition of the 2021 PSUs and 6,667 PSUs which have the same unmet different revenue target vesting condition of the 2021 PSUs as described below. As discussed below, we concluded that the achievement of the 2021 PSUs is no longer probable and have reversed the previously recognized cumulative expense in the respective period in which the 2021 PSUs were determined to no longer be achievable. As of April 1, 2025, the 2021 PSU was forfeited as the performance condition was not met during the performance period.

In April 2021, we granted 110,236 performance-based restricted stock units ("2021 PSUs") consisting of two tranches. The first tranche consists of 55,118 units that have a performance-based vesting condition based on a minimum Revenue target over a trailing 12-month period. The units in this first tranche fully vest upon achievement. The second tranche consists of 55,118 units with a performance-based vesting condition based on a different minimum Revenue target over a trailing 12-month period. Half of the units in the second tranche vest upon achievement and the remaining units vest six months after the achievement date, subject to continued service. Each performance-based vesting condition within the two tranches must be achieved within four years of the grant date and are subject to certification by the compensation committee of our Board of Directors. During the year ended December 31, 2023, we reassessed the likelihood of achieving the 2021 PSUs performance-based vesting condition and concluded that the achievement is no longer probable. As a result of the change in estimate, we have reversed the previously recognized cumulative expense associated with the 2021 PSUs since the grant date as a benefit to stock-based compensation during the year ended December 31, 2023. On April 1, 2025, the 2021 PSUs were forfeited as the performance condition was not met during the performance period.

With the exception of the 2021 PSUs, the third tranche of the 2022 PSUs, the 2022 Bridg PSUs and any other PSUs tied to these vesting conditions, we believe that the achievement of all of the above referenced performance-based vesting conditions are probable before the awards' respective expiration dates.

Employee Stock Purchase Plan

Our board of directors adopted and our stockholders have approved our 2018 Employee Stock Purchase Plan ("2018 ESPP"). Our 2018 ESPP became effective on February 8, 2018, the date our registration statement in connection with our IPO was declared effective and enables eligible employees to purchase shares of our common stock at a discount. Purchases will be accomplished through participation in discrete offering periods. On each purchase date, eligible employees will purchase our common stock at a price per share equal to 85% of the lesser of the fair market value of our common stock on the first trading day of the offering period or the date of purchase. During the years ended December 31, 2025, 2024 and 2023, a total of 424,324, 520,197 and 555,915 shares of common stock were purchased by employees under the 2018 ESPP, respectively.

As of December 31, 2025, 610,588 shares of common stock were reserved for issuance pursuant to our 2018 ESPP. Additionally, the number of shares of our common stock reserved for issuance under our 2018 ESPP will automatically increase on January 1 of each year, beginning on January 1, 2019 and continuing through and including January 1, 2028, by the lesser of (i) 1% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, (ii) 500,000 shares of our common stock or (iii) such lesser number of shares of common stock as determined by our board of directors. Accordingly, the number of shares of our common stock reserved for issuance under our 2018 ESPP increased by 500,000 shares on January 1, 2026. Shares subject to purchase rights granted under our 2018 ESPP that terminate without having been issued in full will not reduce the number of shares available for issuance under our 2018 ESPP.

11. INCOME TAXES

Domestic and foreign components of loss before income taxes are as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Domestic	\$ (98,691)	\$ (179,555)	\$ (122,026)
Foreign	(4,797)	(9,749)	(12,676)
Loss before income taxes	<u>\$ (103,488)</u>	<u>\$ (189,304)</u>	<u>\$ (134,702)</u>

The significant components of income tax (expense) benefit are as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Current:			
Federal	\$ —	\$ —	\$ —
State	—	—	—
Foreign	—	—	—
Total current	<u>—</u>	<u>—</u>	<u>—</u>
Deferred:			
Federal	—	—	—
State	—	—	—
Foreign	—	—	—
Change in uncertain tax positions	—	—	—
Change in valuation allowance	—	—	—
Total deferred	<u>—</u>	<u>—</u>	<u>—</u>
Income tax benefit	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

We adopted ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, on a prospective basis beginning with the year ended December 31, 2025. A reconciliation of the statutory U.S. federal income tax rate to our effective income tax rate for the year ended December 31, 2025 is presented accordingly as follows (dollar amounts in thousands):

	Year Ended December 31, 2025	
	Amount	Percent
Statutory federal income tax rate	\$ (21,732)	21.00 %
State and local income taxes, net of federal benefit	—	— %
Tax credits		
Federal research & development	(1,490)	1.44 %
Changes in valuation allowance	5,263	(5.09)%
Nontaxable or nondeductible items		
Stock compensation	5,705	(5.51)%
Goodwill impairment	10,316	(9.97)%
Other	321	(0.31)%
Other reconciling items	237	(0.23)%
Unrecognized tax benefits	373	(0.36)%
Foreign tax effects:		

United Kingdom:		
Fair value adjustments	2,228	(2.15)%
Other	(1,234)	1.19 %
Other jurisdictions	13	(0.01)%
Total provision for income taxes	<u>\$ —</u>	<u>— %</u>

The following table summarizes the significant differences between the U.S. federal statutory tax rate and our effective tax rate for the years ended December 31, 2024 and 2023 based on the required disclosure prior to our adoption of ASU 2023-09:

	Year Ended December 31,	
	2024	2023
Tax benefit at federal statutory rate	21.00 %	21.00 %
State income taxes, net of federal benefit	— %	(0.01)%
Change in federal and state statutory rate	1.69 %	0.01 %
Foreign rate differential	0.06 %	(0.22)%
Goodwill impairment	(13.06)%	(10.94)%
Contingent liability remeasurement	(0.78)%	(0.81)%
Other adjustments	(1.61)%	(1.40)%
Valuation allowance	(7.24)%	(7.54)%
Income tax benefit	<u>0.06 %</u>	<u>0.09 %</u>

There was no cash paid or refunds received for income taxes for the year ended December 31, 2025. Therefore, there are no jurisdictions accounting for 5% or more of the total cash paid for income taxes.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Certain unrecognized tax benefits are presented as a reduction to related deferred tax assets in our consolidated balance sheets. The significant components of deferred income taxes as of December 31, 2025 and 2024 are as follows (in thousands):

	December 31,	
	2025	2024
Deferred tax assets:		
Net operating loss carry-forwards	\$ 176,226	\$ 161,418
Allowance for credit losses	860	1,474
Depreciation and amortization	17,374	23,233
Stock-based compensation	2,329	3,025
Deferred costs	—	740
Lease liability	1,345	1,867
Other tax credit carry-forward	12,742	11,625
Other	—	1,451
Total	210,876	204,833
Valuation Allowance	(209,423)	(203,377)
Total deferred tax assets, net of valuation allowance	\$ 1,453	\$ 1,456
Deferred tax liabilities:		
Right of use assets	(995)	(1,457)
Deferred costs	(332)	—
Other	(126)	—
Total deferred tax liabilities	(1,453)	(1,457)
Net long-term deferred tax asset	\$ —	\$ —

We have generated historical net losses and recorded a full valuation allowance against our net deferred tax assets, and we expect to maintain a full valuation allowance in the near term. Realization of any of our net deferred tax assets depends upon future earnings, the timing and amount of which are uncertain.

We recorded a valuation allowance for deferred tax assets of \$209.4 million, \$203.4 million, and \$189.7 million as of December 31, 2025, 2024, and 2023, respectively. The net increase of our valuation allowance each year is primarily due to the continued generation of net operating loss carryforwards.

As of December 31, 2025 and 2024, we have \$690.0 million and \$631.6 million, respectively, of gross U.S. federal net operating loss carry-forwards that will begin to expire in the 2028 tax year. Additionally, we have \$302.0 million and \$269.1 million of gross state net operating loss carry-forwards as of December 31, 2025 and 2024, respectively, some of which have expiration dates and will begin to expire between 2025 and 2045.

As of December 31, 2025 and 2024, we have \$15.7 million and \$14.2 million, respectively, of federal research and development ("R&D") tax credit carryforwards. These credits expire/start expiring between 2038 and 2045.

Ownership changes, as defined by Code Section 382, may limit the amount of net operating losses that a company may utilize to offset future taxable income and taxes payable. Pursuant to Code Section 382, an ownership change occurs when the stock ownership of 5% stockholders increases by more than 50% over a testing period of three years. We have experienced ownership changes in the past, with the last identified ownership change occurring on April 2, 2020. We have analyzed whether we have experienced an additional ownership change through December 31, 2024 and have not identified an ownership change. It is possible that we have experienced additional ownership changes or that we may experience additional ownership changes in the future. Any such ownership change may limit our ability to utilize net operating losses.

As of December 31, 2025 and 2024, Cardlytics UK had gross net operating losses of \$53.6 million and \$50.0 million, respectively. Foreign net operating loss carry-forwards expire according to the rules of each country. In the U.K., there is an indefinite carry-forward period. As of December 31, 2025, Cardlytics UK held cash and cash equivalents of \$5.0 million. While our investment in Cardlytics UK is not considered to be permanently invested, we do not plan to repatriate these funds. Further, although the tax basis of our investment in Cardlytics UK exceeds its book basis, we have not recorded a deferred tax asset since we do not believe that a reversal of this temporary difference will occur in the foreseeable future.

The Organization for Economic Cooperation and Development has developed guidance known as the Global Anti-Base Erosion Pillar Two minimum tax rules, or Pillar Two, which generally provide for a minimum effective tax rate of 15% and are intended to apply to tax years beginning in 2024. As of December 31, 2025, based on the countries in which we do business that have enacted legislation, including the U.K., we do not expect these rules to have a material impact on our income tax provision.

The following table summarizes the activity related to our gross unrecognized tax benefits that would affect our effective tax rate, if recognized (in thousands):

	Year Ended December 31,			
	2025	2024	2023	
Beginning balance	\$ 3,550	\$ 2,925	\$ 1,606	
Increase related to current year tax position	373	625	1,319	
Ending balance	\$ 3,923	\$ 3,550	\$ 2,925	

All such positions, if recognized, would impact our effective tax rate.

We recognize interest and penalties accrued on income tax uncertainties as a component of income tax expense/benefit. In 2025, 2024 and 2023, we did not recognize a benefit or expense for interest and penalties. As of December 31, 2025 and 2024, there are no accrued interest and penalties related to unrecognized tax benefits in the accompanying consolidated balance sheet.

We file income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. Our tax filings from inception remain subject to income tax examinations.

12. FAIR VALUE MEASUREMENTS

We record the fair value of assets and liabilities in accordance with ASC 820, Fair Value Measurement ("ASC 820"). ASC 820 defines fair value as the price received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

In addition to defining fair value, ASC 820 expands the disclosure requirements around fair value and establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest level input that is significant to the fair value measurement in its entirety.

During the years ended December 31, 2025, 2024 and 2023, we recognized a goodwill impairment of \$49.1 million, \$117.8 million and \$70.5 million, respectively. The fair value of our reporting units was classified in Level 3 of the fair value hierarchy due to the significance of unobservable inputs developed using company-specific information. Refer to Note 5—Goodwill and Acquired Intangibles for further details.

These levels are:

- Level 1 - quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 - quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; and
- Level 3 - unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability at fair value.

Included in the fair value table are cash equivalents and contingent consideration. Cash equivalents are comprised of money market funds and U.S. treasury bills stated at amortized cost, which approximates fair value at the balance sheet dates, due to the short period of time to maturity. The fair values of cash equivalents are as follows (in thousands):

	December 31, 2025			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents				
Money market funds	\$ 26,238	\$ —	\$ —	\$ 26,238
Total cash equivalents at fair value	\$ 26,238	\$ —	\$ —	\$ 26,238

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds	\$ 32,332	\$ —	\$ —	\$ 32,332
US Treasury Bills	13,450	—	—	13,450
Total cash equivalents at fair value	\$ 45,782	\$ —	\$ —	\$ 45,782

The following table shows a reconciliation of the beginning and ending fair value measurements of our contingent consideration, which we have valued using level 3 inputs:

	December 31, 2025	December 31, 2024
Beginning balance	\$ —	\$ 43,560
Decrease due to earnout settlement	—	(45,114)
Change in contingent consideration	—	5,817
Reclassification due to remaining payments being fixed per Settlement Agreement	—	(4,263)
Ending balance	\$ —	\$ —

As part of our acquisition of Bridg, Inc. ("Bridg") and pursuant to the terms of the Agreement and Plan of Merger dated as of April 12, 2021, as amended (the "Merger Agreement"), we agreed to make two earnout payments: the First Anniversary Payment Amount and the Second Anniversary Payment Amount, based on the First Anniversary ARR and the Second Anniversary ARR of Bridg, respectively.

As of December 31, 2023, we paid the First Anniversary Payment consisting of \$50.1 million of cash and 2,740,418 shares of our common stock to the Stockholder Representative, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

On January 25, 2024, we entered into a settlement agreement (the "Settlement Agreement") with the Stockholder Representative to resolve all outstanding disputes related to the Merger Agreement pursuant to which we agreed to pay \$25.0 million in cash and issue 3,600,000 shares of our common stock to the Stockholder Representative, inclusive of broker fees and transaction bonuses. Pursuant to the Settlement Agreement we paid the Stockholder Representative \$20.0 million in cash on January 26, 2024 and we issued 3,600,000 shares of our common stock on February 1, 2024. We subsequently paid the Stockholder Representative \$3.0 million in cash on January 29, 2025 and \$2.0 million in cash on June 25, 2025. There are no further payments due under the Settlement Agreement as of December 31, 2025.

13. COMMITMENTS AND CONTINGENCIES

Commitments

We lease property and equipment under non-cancelable operating lease agreements. Refer to Note 7—Leases for further details. In September 2020, we issued convertible senior notes with an aggregate principal amount of \$230.0 million bearing an interest

rate of 1.00% due in September 2025. During the year ended December 31, 2024, we partially paid down the 2020 Convertible Senior Notes and issued 2024 Convertible Senior Notes with an aggregate principal amount of \$172.5 million bearing an interest rate of 4.25% due on April 1, 2029. In connection with our acquisition of Bridg, we owe a brokerage fee as per the Settlement Agreement. In September 2025, we repaid in full at par the remaining \$46.1 million aggregate principal amount of the 2020 Convertible Senior Notes, and as a result, the 2020 Convertible Senior Notes are no longer outstanding as of December 31, 2025. Refer to Note 9—Debt and Financing Arrangements for further details.

In January 2024, we renewed a cloud hosting agreement guaranteeing an aggregated spend of \$17.0 million each year over the next thirty-six month period. During the second year of the agreement, we had \$16.2 million of aggregated spend. As a result of the shortfall, we have accrued \$0.8 million within accrued expenses liability on our consolidated balance sheets.

Litigation

From time to time, we may become involved in legal actions arising in the ordinary course of business including, but not limited to, intellectual property infringement, collection matters and indemnifications. We make assumptions and estimates concerning the likelihood and amount of any potential loss relating to these matters using the latest information available. We record a liability for litigation if an unfavorable outcome is probable and the amount of loss or range of loss can be reasonably estimated. If an unfavorable outcome is probable and a reasonable estimate of the loss is a range, we accrue the best estimate within the range. If no amount within the range is a better estimate than any other amount, we accrue the minimum amount within the range. If an unfavorable outcome is probable but the amount of the loss cannot be reasonably estimated, we disclose the nature of the litigation and indicates that an estimate of the loss or range of loss cannot be made. If an unfavorable outcome is reasonably possible and the estimated loss is material, we disclose the nature and estimate of the possible loss of the litigation. We do not disclose information with respect to litigation where an unfavorable outcome is considered to be remote or where the estimated loss would not be material. Additionally, in the ordinary course of business, we have entered into indemnification agreements with directors and certain officers and employees that will require Cardlytics, among other things, to indemnify them against certain liabilities and litigation that may arise by reason of their status or service as directors, officers or employees. To date, the Company has not incurred material costs in any year presented to settle claims related to these indemnification agreements, and the Company has not accrued any liabilities for these agreements as of December 31, 2025 and 2024.

As part of the acquisition of Bridg, and pursuant to the terms of the Merger Agreement, we agreed to make two earnout payments: the First Anniversary Payment Amount and the Second Anniversary Payment Amount, based on the First Anniversary ARR and the Second Anniversary ARR of Bridg, respectively. We were unable to reach an agreement with respect to the First Anniversary Payment Amount with the Stockholder Representative and submitted our dispute to an independent accountant as contemplated by the Merger Agreement.

On April 28, 2023, the independent accountant made its determination of the appropriate amount of the First Anniversary ARR, determining the First Anniversary ARR to be \$23.2 million. After review of the determination by the independent accountant, we filed a verified complaint in the Delaware Court of Chancery in May 2023 seeking declaratory judgment that a certain portion of the independent accountant's determination related to the First Anniversary ARR be stricken as null and void. Subsequently, on January 25, 2024, we entered into the Settlement Agreement with the Stockholder Representative to resolve all outstanding disputes related to the Merger Agreement, including the First Anniversary Payment Amount, pursuant to which we agreed to pay \$25.0 million in cash and issue 3,600,000 shares of our common stock to the Stockholder Representative, inclusive of broker fees and transaction bonuses and to dismiss our verified complaint in the Delaware Court of Chancery.

We are not presently a party to any other legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors. Refer to Note 12—Fair Value Measurements for further information about the Bridg acquisition and related contingent consideration.

14. EARNINGS PER SHARE

Diluted net loss per share is the same as basic net loss per share for 2025, 2024 and 2023 because the effects of potentially dilutive items were anti-dilutive, given our net loss during these periods. The following securities have been excluded from the calculation of diluted weighted-average common shares outstanding because the effect is anti-dilutive (in thousands):

	December 31,		
	2025	2024	2023
Common stock options	39	52	84
2020 Convertible Senior Notes	—	541	2,701
2024 Convertible Senior Notes	9,573	9,573	—
Unvested restricted stock units	7,786	4,507	5,491
Common stock issuable pursuant to the ESPP	148	150	65

15. SEGMENTS

As of December 31, 2025, we have three operating segments: the Cardlytics platform in the U.S. and U.K. and the Bridg platform, as determined by the information that our Chief Executive Officer, who we consider our chief operating decision-maker ("CODM"), uses to make strategic goals and operating decisions. Our Cardlytics platform operating segments in the U.S. and U.K. represent our proprietary advertising channels and are aggregated into one reportable segment given their similar economic characteristics, nature of service, types of customers and method of distribution. Our CODM allocates resources to, and evaluates the performance of, our operating segments based on Adjusted Contribution. Our CODM uses Adjusted Contribution extensively to measure the efficiency of our advertising platform, make decisions to manage advertising campaigns and evaluate our operational performance. We view Adjusted Contribution as an important operating measure of our financial results. We believe that Adjusted Contribution provides useful information to investors and others in understanding and evaluating our results of operations in the same manner as our management and Board of Directors. Our CODM does not review assets by operating segment for the purposes of evaluating performance or allocating resources.

Revenue can be directly attributable to each segment. With the exception of deferred implementation costs, Partner Share and other third-party costs is also directly attributable to each segment. The accounting policies of each of our reportable segments are the same as those described in the summary of significant accounting policies. Refer to Note 6—Revenue for further information.

The following table provides information regarding our reportable segments (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Cardlytics platform			
Revenue	\$ 212,326	\$ 255,615	\$ 285,425
Minus: Adjusted Partner Share	97,278	122,370	144,502
Minus: Other third-party costs ⁽¹⁾	3,816	4,171	5,405
Adjusted Contribution	<u>\$ 111,232</u>	<u>\$ 129,074</u>	<u>\$ 135,518</u>
Bridg platform			
Revenue	\$ 20,947	\$ 22,683	\$ 23,779
Minus: Adjusted Partner Share	—	—	—
Minus: Other third-party costs ⁽¹⁾	1,855	1,220	671
Adjusted Contribution	<u>\$ 19,092</u>	<u>\$ 21,463</u>	<u>\$ 23,108</u>

(1) Other third-party costs above primarily represents media and data costs that we incur to support the Cardlytics and Bridg platform.

Adjusted Contribution

Adjusted Contribution measures the degree by which revenue generated from our marketers exceeds the cost to obtain the purchase data and the digital advertising space from our partners. Adjusted Contribution demonstrates how incremental Revenue on our platforms generates incremental amounts to support our sales and marketing, research and development, general and administrative and other investments. Adjusted Contribution is calculated by taking our total Revenue less our Partner Share and other third-party costs. Adjusted Contribution does not take into account all costs associated with generating Revenue from advertising campaigns, including sales and marketing expenses, research and development expenses, general and administrative expenses and other expenses, which we do not take into consideration when making decisions on how to manage our advertising campaigns. Management views Adjusted Contribution as the most relevant metric to measure the financial performance as it reflects the dollars we keep after all of our partners are paid.

The following table presents a reconciliation of loss before income taxes presented in accordance with GAAP to Adjusted Contribution (in thousands):

	Year Ended December 31,					
	2025		2024		2023	
Adjusted Contribution	\$	130,324	\$	150,537	\$	158,626
Minus:						
Delivery costs		25,711		29,643		28,248
Sales and marketing expense		39,478		52,649		57,425
Research and development expense		39,765		49,607		51,352
General and administrative expense		47,267		56,482		58,810
Change in contingent consideration		102		210		1,246
Impairment of goodwill and intangible assets		58,843		131,595		70,518
Acquisition, integration and divestiture costs/(benefits)		561		161		(6,313)
(Gain)/loss on divestiture		(4,831)		—		6,550
Depreciation and amortization expense		25,244		25,689		26,460
Total non-operating (income) expense ⁽¹⁾		1,672		(6,195)		(968)
Loss before income taxes	\$	(103,488)	\$	(189,304)	\$	(134,702)

(1) Non-operating (income) expense includes interest income, interest expense and foreign currency loss.

As a percentage of our total consolidated revenues, revenues from external customers in the United States for the years ended December 31, 2025, December 31, 2024 and December 31, 2023 were 87%, 92% and 94%, respectively. Revenues from external customers are attributed to individual countries based on the location of the customer arrangements. Our results of operations and our financial condition are not significantly reliant upon any single customer.

The following tables provide geographical information (in thousands):

	Year Ended December 31,					
	2025		2024		2023	
Revenue:						
United States	\$	202,974	\$	254,081	\$	291,420
United Kingdom		30,299		24,217		17,784
Total	\$	233,273	\$	278,298	\$	309,204

	December 31,	
	2025	2024
Property and equipment:		
United States	\$ 1,966	\$ 2,530
United Kingdom	59	66
Total	<u>\$ 2,025</u>	<u>\$ 2,596</u>

Capital expenditures within the United Kingdom were \$0.1 million, \$0.1 million and \$0.2 million during 2025, 2024 and 2023, respectively.

Concentrations of Risk

Cash and Cash Equivalents

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. A majority of our cash and cash equivalents are held in treasury obligation funds and money market accounts at financial institutions with high credit facility. Our remaining cash and cash equivalents are held in fully FDIC-insured demand deposit accounts that distribute funds, and credit risk, over a vast number of financial institutions.

Marketers

As of December 31, 2025, we define a marketer as a customer who has a distinct contractual relationship with us, rather than aggregating by parent company. We believe this is a more accurate representation for how marketing budgets are managed at our customer level. This methodology change in our aggregation impacts how we calculate our revenue and accounts receivable concentration and we changed the prior year presentation to be in conformity.

Our Revenue and accounts receivable are diversified among a large number of marketers segregated by both geography and industry. During the years ended December 31, 2025, 2024 and 2023, our top five marketers accounted for 20%, 16% and 15% of our Revenue, respectively, with no marketer accounting for over 10% during each period. As of December 31, 2025 and 2024, our top five marketers accounted for 30% and 17% of our accounts receivable, respectively, with no individual marketer representing over 10% as of the end of each period.

F1 Partners

Our business is substantially dependent on a limited number of F1 partners. We require participation from our F1 partners in the Cardlytics platform and access to their purchase data in order to offer our solutions to marketers and their agencies. We must have F1 partners with a sufficient number of customers and levels of customer engagement to ensure that we have robust purchase data and marketing space to support a broad array of incentive programs for marketers. Our agreements with a substantial majority of our F1 partners have terms of three to seven years but are generally terminable by the F1 partner on 90 days or less prior notice. If an F1 partner terminates its agreement with us, we would lose that F1 as a source of purchase data and online banking customers.

During the year ended December 31, 2025, our top three F1 partners combined to account for over 80% of the total Partner Share we paid to all partners. During the years ended 2024 and 2023, our top three F1 partners combined to account for over 85% in each year. During 2025, no F1 partner represented over 50% and each represented over 15% of Partner Share. During 2024 and 2023, the top F1 partner represented over 50% and the second and third largest F1 partners each represented over 10% of Partner Share.

16. SUBSEQUENT EVENTS

On January 23, 2026, the Company, PAR Technology Corporation and DB Sub, LLC, an indirectly wholly owned subsidiary of PAR, entered into an asset purchase agreement, pursuant to which Buyer agreed to acquire all of the Company's assets, properties and rights primarily related to, or primarily used in, its Bridg platform, subject to certain exceptions. In connection with the Bridg Sale, Buyer also agreed to assume certain liabilities and obligations of the Company arising out of the use, ownership, possession, operation or sale of the Purchased Assets. Other than the Purchased Assets, neither Buyer nor PAR will acquire any other assets of the Company pursuant to the Bridg Sale.

Pursuant to the Purchase Agreement, and upon the terms and subject to the conditions thereof, as promptly as practicable after the closing of the Bridg Sale (the "Closing" and the date thereof, the "Closing Date"), but in any event on the Closing Date, PAR will deliver to the Company a number of shares of common stock of PAR ("PAR Common Stock") equal to the quotient obtained by dividing (i) (A) \$27,500,000 plus (B) an adjustment amount for certain new customer contracts entered into by the Company prior to Closing less (C) an estimated closing net adjustment amount for revenue received by the Company for goods or services to be delivered or performed after the Closing pursuant to contracts assigned to Buyer in connection with the Bridg Sale (provided, that, the number pursuant to this (i) shall not exceed \$30,000,000) by (ii) the volume weighted average price of a share of PAR Common Stock on the New York Stock Exchange for the 15 consecutive trading days ending on the trading day immediately prior to (and excluding) the Closing Date as reported by Bloomberg, L.P. ("Purchase Consideration"). PAR has also agreed to use reasonable best efforts to promptly file a registration statement with the Securities and Exchange Commission ("SEC") covering the resale of the shares of PAR Common Stock comprising the Purchase Consideration within three business days following the Closing Date, or, if later, PAR's receipt of a completed investor questionnaire. PAR has also agreed to use commercially reasonable efforts to keep such registration statement effective until the earlier of the date that all such shares of PAR Common Stock have been sold or otherwise disposed of or can be sold without restriction pursuant to Rule 144 (or any successor thereof) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

The Purchase Agreement contains customary representations, warranties, conditions and covenants of the Company, PAR and Buyer, including a non-competition and non-solicitation covenant for the Company with respect to the Purchased Assets for a period of five years following the Closing. Additionally, during the period from the Signing Date through and including the Closing Date, the Company has agreed to carry on its business with respect to the Purchased Assets in the ordinary course and consistent with past practices.

The Closing is subject to the satisfaction or waiver of a number of customary closing conditions in the Purchase Agreement, including the absence of certain governmental restraints and the absence of a material adverse effect with respect to the Bridg platform or the Company's ability to consummate the Bridg Sale.

The Purchase Agreement may be terminated prior to the Closing by mutual written agreement of the Company and Buyer, or by either the Company or Buyer in certain circumstances specified in the Purchase Agreement, including by Buyer if any of the closing conditions specified in the Purchase Agreement have not been fulfilled by March 24, 2026, unless such failure is due to Buyer's failure to perform or comply with any of the covenants, agreements or conditions required to be performed or complied with by Buyer prior to the Closing.

The Purchase Agreement, the Bridg Sale and the other transactions contemplated by the Purchase Agreement have been approved by the board of directors of the Company.

The foregoing is a summary description of certain terms of the Purchase Agreement, is not complete and is qualified in its entirety by reference to the text of the Purchase Agreement, a copy of which the Company has filed as an exhibit to this Annual Report on Form 10-K for the year ended December 31, 2025.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Based on the evaluation of our disclosure controls and procedures as of December 31, 2025, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining an adequate system of internal control over financial reporting, as defined in the Exchange Act Rule 13a-15(f). Management conducted an assessment of our internal control over financial reporting based on the framework established in 2013 by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework. Based on the assessment, management concluded that, as of December 31, 2025, our internal control over financial reporting was effective.

Our independent registered public accounting firm has issued an attestation report on the effectiveness of our internal control over financial reporting, which appears in this Annual Report.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the three months ended December 31, 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Cardlytics, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Cardlytics, Inc. and subsidiaries (the "Company") as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2025, of the Company and our report dated March 4, 2026, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Atlanta, Georgia

March 4, 2026

ITEM 9B. OTHER INFORMATION.

Not applicable.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is incorporated by reference to our Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission ("SEC") within 120 days of the fiscal year ended December 31, 2025.

We have adopted a Code of Business Conduct and Ethics (the "Code of Conduct") applicable to all of our employees, executive officers and directors. The Code of Conduct is available on our website at www.cardlytics.com. The Nominating and Corporate Governance Committee of our Board of Directors is responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers and directors. If we make any substantive amendments to the Code of Conduct or we grant any waiver from a provision of the Code of Conduct to any executive officer or director, we will promptly disclose the nature of the amendment or waiver on our website. Information contained on, or that can be accessed through, our website is not incorporated by reference into this Annual Report on Form 10-K.

We have adopted an insider trading policy governing the purchase, sale, and/or other dispositions of our securities and those of public companies in which we have a business relationship by our directors, executive officers, employees and consultants, that we believe is reasonably designed to promote compliance with insider trading laws, rules and regulations, and the exchange listing standards applicable to us. A copy of our insider trading policy, including any amendments thereto, is filed incorporated by reference as Exhibit 19 to this Annual Report on Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to our Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated by reference to our Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference to our Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is incorporated by reference to our Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025.

PART IV.

ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Annual Report:

- (i) Consolidated Financial Statements and Reports of Independent Registered Public Accounting Firm are shown in the Index to Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.
- (ii) All financial statement schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.
- (iii) Exhibits are incorporated herein by reference or are filed with this Annual Report as indicated below.

(b) Exhibits:

Exhibit	Exhibit Description	Incorporated by Reference			
		Schedule /Form	File Number	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation of the Registrant	S-1	333-222531	3.2	1/12/2018
3.2	Amended and Restated Bylaws of the Registrant	S-1	333-222531	3.4	1/12/2018
4.1	Form of Common Stock Certificate of the Registrant	S-1/A	333-222531	4.1	1/29/2018
4.2	Description of Cardlytics, Inc. Common Stock	10-K	001-38386	4.3	3/3/2020
4.3	Indenture, dated as of April 1, 2024, by and between the Registrant and U.S. Bank National Association, as Trustee,	8-K	001-38386	4.1	4/1/2024
4.4	Form of Global Note, representing the Registrant's 4.25% Convertible Senior Notes due 2029 (included as Exhibit A to the Indenture filed as Exhibit 4.6)	8-K	001-38386	4.2	4/1/2024
10.1	Office Lease Agreement, dated as of August 5, 2013, by and between the Registrant and Jamestown Ponce City Market, L.P.	S-1	333-222531	10.12	1/12/2018
10.2†	2008 Stock Plan and Forms of Option Agreement, Notice of Stock Option Grant, Exercise Notice, Restricted Stock Unit Notice and Restricted Stock Unit Agreement thereunder, as amended to date	S-1/A	333-222531	10.1	1/29/2018
10.3†	2018 Equity Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise and Stock Option Grant Notice thereunder	S-1/A	333-222531	10.2	1/29/2018
10.4†	2018 Employee Stock Purchase Plan	S-1/A	333-222531	10.3	1/29/2018
10.5†	Form of restricted securities unit award of the Registrant under 2018 Equity Incentive Plan	S-1	333-222531	10.8	1/12/2018
10.6†	Form of Indemnity Agreement by and between the Registrant and each of its directors and executive officers	S-1	333-222531	10.9	1/12/2018
10.7^	Master Agreement and Schedule #1 to the Master Agreement, dated May 3, 2018 and May 7, 2018, respectively, by and between the Company and JPMorgan Chase Bank, National Association	10-Q	001-38386	10.1	8/14/2018
10.8^	2018 Amendment to Schedule #1 to the Master Agreement, dated October 23, 2018, by and between the Registrant and JPMorgan Chase Bank, N.A.	10-K	001-38386	10.22	3/3/2020
10.9^	Second Amendment to Schedule #1, dated June 4, 2020, among Cardlytics, Inc. and JPMorgan Chase Bank, National Association	10-Q	001-38386	10.1	8/4/2020

10.10	Consent to Loan and Security Agreement, dated as of March 5, 2021, by and among Cardlytics, Inc., as Borrower, BSpears Merger Sub II, L.L.C. as additional borrower, and Pacific Western Bank, as Lender	10-Q	001-38386	10.1	5/4/2021
10.11^	Agreement and Plan of Merger, dated April 12, 2021, by and among Cardlytics, Inc., Bridge, Inc., Mr. T Merger Sub, Inc., and Shareholder Representative Services LLC	8-K	001-38386	10.1	11/18/2022
10.12†	Severance Agreement between Nick Lynton and Cardlytics, Inc.	10-Q	001-38386	10.4	11/1/2022
10.13†	2022 Inducement Plan	10-Q	001-38386	10.7	11/1/2022
10.14†	Form of option grant notice and agreement under 2022 Inducement Plan	10-Q	001-38386	10.8	11/1/2022
10.15†	Form of restricted stock unit grant notice and agreement under 2022 Inducement Plan	10-Q	001-38386	10.9	11/1/2022
10.16†	Offer Letter Agreement between Amit Gupta and Cardlytics, Inc.	10-K	001-38386	10.41	3/1/2023
10.17†	Severance Agreement between Amit Gupta and Cardlytics, Inc.	10-K	001-38386	10.41	3/1/2023
10.18†	Amendment to Inducement Plan	10-K	001-38386	10.41	3/1/2023
10.19^	Amendment No. Two to Office Lease Agreement dated as of April 23, 2023, by and between the Registrant and Jamestown Ponce City Market, L.P., as amended to date	10-Q	001-38386	10.4	5/4/2023
10.20†	Second Amendment to Inducement Plan	S-8	001-38386	4.8	7/18/2023
10.21^	Third Amendment to Schedule #1, dated June 29, 2023, to the Master Agreement by and between the Registrant and JPMorgan Chase Bank, N.A.	10-Q	001-38386	10.1	8/1/2023
10.22†	Offer Letter Agreement between Alexis DeSieno and the Registrant dated June 20, 2023	10-Q	001-38386	10.2	8/1/2023
10.23†	Separation Pay Agreement between Alexis DeSieno and the Registrant, dated July 13, 2023.	10-Q	001-38386	10.3	8/1/2023
10.24	Work Order between the Company and American Express Travel Related Services Company dated March 14, 2024 to Master Hosted Services Agreement	10-Q	001-38386	10.4	5/8/2024
10.25†	Offer Letter between Amit Gupta and the Registrant, dated August 21, 2024.	10-Q	001-38386	10.1	11/6/2024
10.26	Amended and Restated Loan and Security Agreement dated as of September 30, 2024, by and among Cardlytics, Inc., as Borrower and Banc of California, as Lender	10-Q	001-38386	10.3	11/6/2024
10.27*	Assumption Agreement and First Amendment to Loan and Security Agreement, dated as of December 6, 2024, by and among Cardlytics, Inc., as Borrower and Banc of California, as Lender	10-K	001-38386	10.37	3/12/2025
10.28*^	Assumption Agreement and Second Amendment to Loan and Security Agreement, dated as of January 27, 2025, by and among Cardlytics, Inc., as Borrower and Banc of California, as Lender	10-K	001-38386	10.38	3/12/2025
10.29	Assumption Agreement and Third Amendment to Loan and Security Agreement, dated as of March 26, 2025, by and among Cardlytics, Inc., as Borrower and Banc of California, as Lender	10-Q	001-38386	10.2	5/7/2025

10.30	Assumption Agreement and Fourth Amendment to Loan and Security Agreement, dated as of April 16, 2025, by and among Cardlytics, Inc., as Borrower and Banc of California, as Lender	10-Q	001-38386	10.3	5/7/2025
10.31†	2025 Equity Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise, Stock Option Grant Notice, Restricted Stock Unit Notice and Restricted Stock Agreement thereunder	10-Q	001-38386	10.1	8/6/2025
10.32†	Amended Offer Letter between Amit Gupta and the Registrant, dated June 23, 2025	10-Q	001-38386	10.3	8/6/2025
10.33†	Amended Separation Pay Agreement between Amit Gupta and the Registrant, dated June 23, 2025	10-Q	001-38386	10.4	8/6/2025
10.34	Fourth Amendment to Schedule #1, dated July 7, 2025, among Cardlytics, Inc. and JPMorgan Chase Bank, National Association	10-Q	001-38386	10.5	8/6/2025
10.35**	Non-Employee Director Compensation Plan As Amended & Restated February 17, 2026				
10.36**	2025 Bonus Plan of the Registrant				
10.37**	Asset Purchase Agreement among Cardlytics, Inc., PAR Technology Corporation and DB SUB, LLC, dated as of January 23, 2026				
10.38**	Offer Letter Agreement between David Evans and Cardlytics, Inc.				
10.39**	Separation Pay Agreement between David Evans and Cardlytics, Inc.				
10.40*	Consent and Fifth Amendment to Amended and Restated Loan and Security Agreement				
19.1	Insider Trading Policy	10-K	001-38386	19.1	3/12/2025
21.1*	Subsidiaries of the Registrant				
23.1*	Consent of Deloitte & Touche LLP, independent registered public accounting firm				
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
32.1**	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				
97.1	Amended and Restated Policy for Recoupment of Incentive Compensation, adopted on October 2, 2023	10-K	001-38386	97.1	3/14/2025
101.ins	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document				
101.sch	XBRL Taxonomy Schema With Embedded Linkbase Document				

* Filed herewith

** Furnished herewith

^ Certain portions of this exhibit, indicated by asterisks, have been omitted pursuant to Item 601(b)(10) of Regulation S-K because the registrant has determined that the omitted information is (i) not material and (ii) the type of information that the registrant customarily and actually treats as private and confidential.

† Indicates management contract or compensatory plan

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Cardlytics, Inc.

March 4, 2026

By: /s/Amit Gupta
Amit Gupta
Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Amit Gupta</u>	Chief Executive Officer and Director	March 4, 2026
<u>Amit Gupta</u>	(Principal Executive Officer)	
<u>/s/ David Evans</u>	Chief Financial Officer	March 4, 2026
<u>David Evans</u>	(Principal Financial and Accounting Officer)	
<u>/s/ John Klinck</u>	Board Chairperson	March 4, 2026
<u>John Klinck</u>		
<u>/s/ Andre Fernandez</u>	Director	March 4, 2026
<u>Andre Fernandez</u>		
<u>/s/ Jon Francis</u>	Director	March 4, 2026
<u>Jon Francis</u>		
<u>/s/ Srishti Gupta</u>	Director	March 4, 2026
<u>Srishti Gupta</u>		
<u>/s/ Scott Hill</u>	Director	March 4, 2026
<u>Scott Hill</u>		
<u>/s/ Liane Hornsey</u>	Director	March 4, 2026
<u>Liane Hornsey</u>		
<u>/s/ Alex Mishurov</u>	Director	March 4, 2026
<u>Alex Mishurov</u>		

Non-Employee Director Compensation Policy

As Amended & Restated February 17, 2026

Each member of the Board of Directors (the “**Board**”) of Cardlytics, Inc. (the “**Company**”) who is a non-employee director of the Company (each such member, a “**Non-Employee Director**”) will receive the compensation described in this Non-Employee Director Compensation Policy (the “**Director Compensation Policy**”) for his or her Board service. The Director Compensation Policy may be amended at any time in the sole discretion of the Board or the Compensation Committee of the Board. A Non-Employee Director may decline all or any portion of his or her compensation by giving notice to the Company prior to the date cash is to be paid or equity awards are to be granted, as the case may be.

Annual Cash Compensation

Each Non-Employee Director will receive the cash compensation set forth below for service on the Board. The annual cash compensation amounts will be payable in arrears following the end of each quarter in which the service occurred, pro-rated for any partial months of service. All annual cash fees are vested upon payment.

1. Annual Board Service Retainer:
 - a. All Eligible Directors: \$40,000
 - b. Non-Executive Chairperson: \$85,000 or Lead Independent Director: \$15,000 (in lieu of the Director retainer set forth above)
2. Annual Committee Member Service Retainer:
 - a. Member of the Audit Committee: \$20,000
 - b. Member of the Compensation Committee: \$10,000
 - c. Member of the Nominating and Corporate Governance Committee: \$10,000
3. Annual Committee Chair Service Retainer (in lieu of Annual Committee Member Service Retainer):
 - a. Chairperson of the Audit Committee: \$30,000
 - b. Chairperson of the Compensation Committee: \$15,000
 - c. Chairperson of the Nominating and Corporate Governance Committee: \$15,000

Equity Compensation

Equity awards will be granted under the Company’s 2025 Equity Incentive Plan or any successor equity incentive plan (the “**Plan**”).

- (a) Automatic Equity Grants.
 - (i) **Initial Grant for New Directors.** Without any further action of the Board, each person who is elected or appointed for the first time to be a Non-Employee Director will automatically, upon the date of his or her initial election or appointment to be a Non-Employee Director, be granted a restricted stock unit award for a number of shares having a grant date fair value of \$165,000; provided that (a) such restricted stock unit award will be pro-rated based on the number of months of service until the next Annual Meeting, and (b) in no event shall a Non-Employee Director be granted more than 22,000 shares or, in the event that the grant is pro-rated, more shares than would be equal to 22,000 on an annualized basis (the “**Initial Grant**”). For example, if a director joins the Board on February 1st and the Annual Meeting is June 1st, the director’s Initial Grant would be valued at \$55,000 (4 months/12 months x \$165,000 = \$55,000). Each Initial Grant will vest 100% on the day immediately preceding the one-year anniversary of the Initial Grant, provided that such Non-Employee Director remains a Non-Employee Director on such date.
 - (ii) **Annual Grant.** Without any further action of the Board, at the close of business on the date of each Annual Meeting, each person who is then a Non-Employee Director will automatically be granted a restricted stock unit award for a number of shares having a grant date fair value of \$165,000 (the “**Annual Grant**”); provided that in no event shall a Non-Employee Director be granted more than 22,000 shares. Each Annual Grant will vest in full on the one-year anniversary of date of grant, provided that such Non-Employee Director remains a Non-Employee Director on such date.
- (b) **Calculation of Value of a Restricted Stock Unit Award.** The value of a restricted stock unit award to be granted under this policy will be determined based on the Fair Market Value per share on the grant date (as defined in the Plan).

(c) **Remaining Terms.** The remaining terms and conditions of each stock option, including transferability, will be as set forth in the Company's standard Restricted Stock Unit Award Agreement, in the form adopted from time to time by the Board.

Expenses

The Company will reimburse each Non-Employee Director for ordinary, necessary and reasonable out-of- pocket travel expenses to cover in-person attendance at and participation in Board and committee meetings; *provided*, that such Non-Employee Director timely submit to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time.

2025 Bonus Plan

Overview

The 2025 Cardlytics Bonus Plan ("Bonus Plan") outlines the terms for a cash bonus that may be awarded to certain employees for helping Cardlytics, Inc. ("Company") reach its corporate goals and in recognition of their personal performance during the year. All bonuses earned are paid as lump-sum payments after the conclusion of the 2025 annual review process.

Bonus Plan Components

The 2025 Cardlytics Bonus Plan is made up of three (3) components: Billings, Adjusted EBITDA, and Individual Performance. Each component ties to one-third of an employee's bonus target.

Over-performance: In the event that a certain component is met in excess of the target, an employee may receive a higher payout for that component, but not to exceed 150% of the target.

Under-performance: Conversely, in the event that a certain component is not met, the employee may only receive a percentage of the target payout, from 0% to 99%, depending on Company financial performance or individual performance, as applicable.

Billings

One-third of an employee's 2025 bonus target will be paid out upon the Company meeting its 2025 Billings goal.

Adjusted EBITDA

One-third of an employee's 2025 bonus target will be paid out upon the Company meeting its 2025 Adjusted EBITDA goal.

Individual Performance

One-third of an employee's 2025 bonus target will be paid out upon the employee meeting their 2025 individual performance expectations, as determined by the Company after receiving input from the employee's manager and colleagues. Note that this component may not pay out in the event the Company does not meet certain minimum financial performance milestones in 2025.

Terms & Conditions

- The Bonus Plan applies to all employees of the Company and its subsidiaries who are not on a commission plan, unless otherwise dictated by the Company, and is to be interpreted consistent with your employment agreement.
- Employees hired at any point between January 1, 2025 and September 30, 2025 will receive a pro-rated annual bonus based on their time served during 2025.
- Employees hired on or after October 1, 2025 are not eligible for the 2025 bonus.
- Employees who switch from the Bonus Plan to a commission plan, or vice versa, in 2025 are eligible for a prorated 2025 bonus based on the portion of the year they were bonus eligible, unless otherwise dictated by the Company.
- Your bonus percentage is based upon your job level at the Company and can be located in Workday's Compensation tab in your Workday profile.
- If you are promoted during the year, your target bonus will be a time-weighted average of your old and new target bonus.
- The specific date on which bonuses are paid shall be determined by the Company in its sole discretion.
- The bonus has historically been paid after the 2025 annual review process has concluded, near the end of the first quarter.
- All bonus payments are subject to applicable federal, state and local tax withholdings.
- Any individual employee's participation in the Bonus Plan is subject to the Company's discretion, and any decisions by the Company regarding an employee's participation, or lack thereof, in the Bonus Plan are final.
- An employee must be actively employed at Cardlytics on the bonus payout date in order to be eligible for any bonus payment.
- Individuals who are not employed by Cardlytics on the bonus payout date are not eligible to receive the bonus.
- The Bonus Plan, its guidelines, and any individual employee's participation are all subject to modification or termination, in whole or in part, at any time at the sole discretion of the Company.
- The Company's calculation of any bonus payments, and any interpretations of the Bonus Plan, are final in all respects.
- The Bonus Plan does not create a contract of employment or a contract for pay.

Execution Version

ASSET PURCHASE AGREEMENT

among

CARDLYTICS, INC.,

PAR TECHNOLOGY CORPORATION

and

DB SUB, LLC,

dated as of

January 23, 2026

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CONFIDENTIAL

ASSET PURCHASE AGREEMENT

This **Asset Purchase Agreement** (this “*Agreement*”), dated as of January 23, 2026, is entered into among Cardlytics, Inc., a Delaware corporation (“*Seller*”), PAR Technology Corporation, a Delaware corporation (“*Parent*”) and DB Sub, LLC, a Delaware limited liability company and an indirectly wholly owned subsidiary of Parent (“*Buyer*”).

RECITALS

WHEREAS, Seller is engaged through its Bridg platform in the business of utilizing point-of-sale data, including product-level purchase data, to enable marketers to perform analytics, targeted loyalty marketing and measure the impact of their marketing, but excluding, in each case, the products set forth on **Schedule I** and Seller’s general corporate and administrative departments and other support functions (as presently and historically conducted by Seller, the “*Business*”) and Seller is also engaged in other lines of business; and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase from Seller, the Purchased Assets, and Seller desires to transfer, and Buyer wishes to assume, the Assumed Liabilities, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“*Accounts Receivable*” means all accounts receivable, notes receivable and other indebtedness due and owed by any third party to Seller or any of its Affiliates arising from the business of Seller or its Affiliates prior to the Closing Date.

“*Acquiring Parties*” has the meaning provided in Section 6.13(b).

“*Action*” means any case, claim, complaint, action, suit, arbitration, litigation, mediation, arbitration, grievance, inquiry, investigation or Proceeding.

“*Affiliate*” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “*control*” (including the terms “*controlled by*” and “*under common control with*”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“*Agreement*” has the meaning set forth in the preamble.

"Allocation Schedule" has the meaning set forth in Section 2.07.

"Assigned Contracts" has the meaning set forth in Section 2.01(a).

"Assignment and Assumption Agreement" has the meaning set forth in Section 3.02(a)(i). **"Assignment and Assumption of Lease"** has the meaning set forth in Section 3.02(a)(ii). **"Assumed Liabilities"** has the meaning set forth in Section 2.03.

"Available Insurance Policies" means any insurance policies which provide coverage in relation to the Business by Seller and its Affiliates prior to the Closing.

"Balance Sheet" has the meaning set forth in Section 4.04. **"Balance Sheet Date"** has the meaning set forth in Section 4.04. **"Benefit Plan"** has the meaning set forth in Section 4.16(a). **"Books and Records"** has the meaning set forth in Section 2.01(i). **"Business"** has the meaning set forth in the recitals.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in New York City, New York are authorized or required by Law to be closed for business.

"Business Employees" means those Persons employed by Seller who work for the Business as employees immediately prior to the Closing and are identified on Section 4.17(a) of the Disclosure Schedules.

"Business IT Systems" has the meaning set forth in Section 4.11(k).

"Business Permits" has the meaning set forth in Section 4.14(b).

"Business Revenue" means, in respect of any period, billings, revenues, receivables and other indebtedness attributable to any third party arising from the operation of the Business.

"Business Software" means all proprietary Software that is included in the Intellectual Property Assets, including (a) Software currently under development by or for Seller and (b) Software that is embedded and/or integrated into any product or service that is marketed, distributed, licensed or sold by Seller in the conduct of the Business.

"Buyer" has the meaning set forth in the preamble.

"Buyer Benefit Plans" has the meaning set forth in Section 6.03(c).

"Buyer Business Revenue" means Business Revenue to the extent arising in the period on or after the Closing Date.

[illegible]

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“**Data Room**” means the electronic documentation site established by Ideals Virtual Data Room on behalf of Seller.

“**Deferred Revenue**” means any amounts received by Seller prior to the Closing pursuant to the Assigned Contracts in respect of goods or services to be delivered or performed after the Closing, including customer prepayments, deposits, or advance billings.

“**Deferred Revenue Adjustment**” means the amount by which Deferred Revenue as of immediately prior to the Closing exceeds \$100,000; provided, however, that in the event that the Deferred Revenue is equal to or less than \$100,000, the Deferred Revenue Adjustment shall be \$0.

“**Deferred Revenue Schedule**” has the meaning set forth in Section 2.10(b).

“**Designated Person**” has the meaning set forth in Section 10.19(a).

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

“**Dollars**” or “**\$**” mean the lawful currency of the United States.

“**Encumbrance**” means any lien (statutory or otherwise), pledge, mortgage, deed of trust, security interest, charge, claim, equitable interest, option, easement, encroachment, right of first refusal, license, covenant not to sue or other restriction of any kind, including any restriction on use, transfer or assignment. Encumbrances do not include non-exclusive licenses of Intellectual Property granted in the ordinary course of business.

“**Environmental Law**” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “**Environmental Law**” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. § 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and

the rules and regulations promulgated thereunder.

"Estimated Deferred Revenue Adjustment" means Seller's good faith estimate of Deferred Revenue Adjustment as of immediately prior to the Closing.

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"Excluded Taxes" means any (i) Taxes of or with respect to Seller or any of its Affiliates (including predecessors of each of the foregoing) for any taxable period, (ii) Taxes of or with respect to the Purchased Assets, the Assumed Liabilities, or the Business for any Pre-Closing Tax Period (or attributable to any action, election, event or transaction in any Pre-Closing Tax Period), (iii) Taxes imposed on or with respect to the Excluded Assets or the Excluded Liabilities for any taxable period, and (iv) liability of Buyer or any of its Affiliates for (x) any Taxes described in any of clauses (i)-(iii) by reason of joint, several, transferee or successor liability (including under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law)), or by operation of Law, (y) any Taxes of any other Person pursuant to any Contract entered into by Seller or any of its Affiliates before the Closing (other than Contracts entered into in the ordinary course of business that do not primarily relate to, and under which there is not a material liability for, Taxes), or (z) any Transfer Taxes. For purposes of this Agreement, in the case of any Straddle Period, Taxes shall be allocated to the Pre-Closing Tax Period in the manner set forth in Section 6.09.

"Final Allocation" has the meaning set forth in Section 2.07.

"Final Deferred Revenue Adjustment" has the meaning set forth in Section 2.10(b).

"Financial Statements" has the meaning set forth in Section 4.04.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign, multinational, territorial government or political subdivision thereof, or any agency, bureau, board, panel, branch, commission or instrumentality of such government or political subdivision, or any administrative, self-regulated organization or other non-governmental regulatory or supervisory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, judicial body, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived

products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“Independent Accounting Firm” has the meaning set forth in Section 2.07.

“Intellectual Property” means any of the following, as they exist anywhere in the world, whether registered or unregistered: (a) patents, patent applications, utility models, patentable inventions and other patent rights (including any amendments, certificates of correction, counterparts, extensions, divisions, continuations, continuations-in-part, reissues, provisionals, reexaminations and interferences thereof); (b) trademarks, service marks, trade dress, trade names, logos and other indicia of origin or source, including all registrations and applications for registration for any of the foregoing, including all extensions, modifications and renewals thereof, and all goodwill related thereto; (c) copyrightable works of authorship, including but not limited to registered copyrights, copyright registrations and applications therefor, including all renewals, extensions, restorations and reversions thereof, and including all mask works and designs; (d) trade secrets, know-how and other proprietary or confidential information, including inventions, ideas, algorithms, formulas, processes, procedures, methods, technical information, databases, and business information, in each case that derive independent economic value from not being generally known by the public and not being readily ascertainable by other Persons, and all claims and rights related to any of the foregoing (collectively, **“Know-How”**); (e) rights in Software; (f) domain names, Internet addresses, social media accounts and identifiers, uniform resource locators (URLs) and other computer identifiers (collectively, **“Internet Names”**); and (g) all other intellectual property and intellectual property rights of any kind or nature.

“Intellectual Property Agreements” means all licenses, sublicenses and other agreements by or through which other Persons have assigned or are currently granting Seller, or Seller has assigned or is currently granting any other Persons, any licenses, rights or interests in or to any Intellectual Property that is used by Seller primarily in the conduct of the Business.

“Intellectual Property Assets” has the meaning set forth in Section 2.01(b).

“Intellectual Property Assignment Agreement” has the meaning set forth in Section 3.02(a)(iii).

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain name registrations, registered copyrights, issued patents and pending applications for any of the foregoing.

“Investor Questionnaire” has the meaning set forth in Section 3.02(a)(xiii).

“IT Systems” means computer hardware, servers, networks, platforms, firmware, applications, databases, peripherals, data communication lines, and other information technology equipment and related systems, including any outsourced systems and processes and internet websites and related content.

“Knowledge of Seller” or **“Seller’s Knowledge”** or any other similar knowledge

qualification means the knowledge of those Persons listed on **Annex A** of the Disclosure Schedules assuming due inquiry, including inquiry or investigation of his or her direct reports who would reasonably be expected to have knowledge of the subject matter in question.

“Law” means any statute, law, act, executive order, injunction, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Leased Real Property” has the meaning set forth in Section 4.10(a).

“Leases” has the meaning set forth in Section 4.10(a).

“Liability” means any debt, guarantee, fine, penalty, charge, claim, demand, obligation, loss, damage, cost, expense, commitment, duty, liability or obligation of any nature, in each case, whether direct or indirect, fixed, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including whether arising out of any contract or tort based on negligence or strict liability) and regardless of whether or not the same would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether the same is immediately due and payable.

“Lookback Date” means January 1, 2022.

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“**Material Adverse Effect**” means any effect, event, occurrence, fact, condition, circumstance, development or change that is, or would reasonably be expected to (a) be materially adverse to the Business, results of operations, financial condition of the Business or Purchased Assets, taken as a whole, or (b) materially impair the ability of Seller to consummate, or prevent or materially delay, the transactions contemplated by this Agreement and the Transaction Documents; *provided, however*, that in the case of clause (a) only, “**Material Adverse Effect**” shall

not include (nor shall any of the following be taken into account in determining whether there has been a “Material Adverse Effect”) any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), cyberattacks, cyberterrorism, military actions, hostilities or terrorism (including any escalation or worsening thereof), pandemic or epidemic; (v) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof, in each case, first proposed after the date of this Agreement; (vi) any natural or man-made disaster or acts of God; or (vii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (*provided* that this clause (vii) shall not prevent a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect)); *provided, further*, that with respect to the provisions of clauses (i), (ii), (iii), (iv), (v) and (vi), to the extent that such event, occurrence, fact, condition or change disproportionately affects the Business as compared to other businesses or participants in the industry in which the Business operates, the provisions of clauses (i), (ii), (iii), (iv), (v) and (vi) shall not apply, but only the incremental disproportionate adverse impact may be taken into account in determining whether there has occurred a Material Adverse Effect.

“**Material Contracts**” has the meaning set forth in Section 4.06(a). “**Material Customer**” has the meaning set forth in Section 4.20. “**Material Supplier**” has the meaning set forth in Section 4.20. “**Money Laundering Laws**” has

the meaning set forth in Section 4.22.

“**Net Adjustment Amount**” has the meaning set forth in Section 2.10(c).

“**Non-Assignable Assets**” has the meaning set forth in Section 2.09.

“**Open Source Software**” means any Software that is licensed or distributed as “free software,” “open source software,” or pursuant to any license identified as an “open source license” by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition (opensource.org/osd) (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License, and BSD Licenses).

“**Outside Date**” has the meaning set forth in Section 9.01(b)(i).

“**Parent Stock**” means shares of Parent’s common stock, par value \$0.02 per share. “**Parent Stock Price**” means the volume weighted average price of a share of Parent Stock

on the New York Stock Exchange, calculated to four decimal places and determined without regard to after-hours trading or any other trading outside of the regular trading session hours, for the 15

consecutive trading days ending on the trading day immediately prior to (and excluding) the Closing Date as reported by Bloomberg, L.P.

"Permits" means all permits, licenses, franchises, certificates, registrations, approvals, exemptions, clearances, authorizations, consents or similar authorization obtained from any Governmental Authority.

"Permitted Encumbrances" means (a) liens for Taxes not yet delinquent or the amount and validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established on the Financial Statements in accordance with GAAP; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business for amounts which are not delinquent or which are being contested in good faith by appropriate proceedings or for which appropriate reserves have been established; (c) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property that are publicly recorded and that do not materially interfere with the present use of the Purchased Assets and (d) any Encumbrance set forth on Schedule 1.1.

"Permitted Insurance Claims" has the meaning set forth in Section 6.12(a).

"Person" means a natural person, corporation, partnership, joint venture, limited liability company, limited partnership, limited liability partnership, business enterprise, Governmental Authority, unincorporated organization, trust, association or other entity.

"Personal Data" means all information in any form or media (a) that identifies, describes, is linked to, is reasonably capable of being associated with, could reasonably be linked to, directly or indirectly, could be used to identify or is otherwise related to an individual person or household or (b) that constitutes "personal data," "personal information" or "personally identifiable information" or any functional equivalent of these terms relevant under applicable Laws or as defined by Seller or any of its Affiliates in any of their relevant written privacy policies, notices or Contracts. All references to "Personal Data" under this Agreement shall refer only to Personal Data Processed by, at the direction of, or on behalf of, Seller in connection with the Business.

"Post-Closing Representation" has the meaning set forth in Section 10.19(a).

"Post-Closing Tax Period" has the meaning set forth in Section 6.09.

"Pre-Closing Occurrences" has the meaning set forth in Section 6.12(a).

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on (and including) the Closing Date.

"Pre-Existing Competing Business" has the meaning provided in Section 6.13(b). **"Preliminary Deferred Revenue Statement"** has the meaning in Section 2.10(a). **"Privacy Laws"** means all applicable Laws, legal requirements and legally binding guidelines and standards (including, to the extent applicable, the Payment Card Industry Data

Security Standard) governing data protection, data privacy, data security, data localization, cross-border data transfers, data breach notification, Personal Data in connection with sending solicited or unsolicited electronic mail or text messages, Personal Data Processed in connection with cookies or other tracking technology, Personal Data Processed in connection with artificial intelligence or automated decision-making technology or the Processing of Personal Data, including any applicable Laws relating to breach notification, consumer protection, wiretapping, the use of biometric identifiers or the use of Personal Data for marketing purposes, each as applicable to Seller or any of its Affiliates (in connection with the Business).

“**Privacy Policy**” or “**Privacy Policies**” means Seller’s published, public-facing “privacy policy,” “privacy notice,” “privacy statement,” or similarly titled document that governs the privacy or Processing of Personal Data.

“**Privacy Requirements**” has the meaning set forth in Section 4.12(a).

“**Proceeding**” means any action, suit, litigation, arbitration, proceeding, prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or any arbitrator or arbitration panel.

“**Process**”, “**Processing**” or “**Processed**” means any operation or set of operations performed, whether by manual or automated means, on Personal Data or on sets of Personal Data, including the use, collection, sale, analysis, deletion, processing, storage, recording, adaption, alteration, transfer, disclosure, or dissemination of Personal Data.

“**Prospectus**” has the meaning set forth in Section 7.02.

“**Purchase Price**” means the lesser of: (a) (i) \$27,500,000 *plus* (ii) XXXXXXXXXXXXXXX (iii) the Estimated Deferred Revenue Adjustment, and (b) \$30,000,000.

“**Purchased Assets**” has the meaning set forth in Section 2.01. “**Qualified Benefit Plan**” has the meaning set forth in Section 4.16(b). “**Real Property**” means the Leased Real Property.

“**Recurring Revenue**” means the Business Revenue that is recurring in nature, calculated by annualizing the monthly recurring Business Revenue as of the applicable measurement date, including but not limited to recurring subscription, maintenance and service fees for software-as-a-service solutions and related software support, managed platform development services, professional services and recurring transaction-based payment processing services, in each case to the extent constituting Business Revenue. Recurring Revenue excludes one-time, non-recurring Business Revenue, including implementation, onboarding, hardware sales, or other non-subscription revenues; *provided however*, that, for purposes of calculating Specified Customers Annualized Revenue, Recurring Revenue attributable to XXXXXXXX shall be calculated in accordance with the methodology set forth in the definition of “Specified Customers Annualized Revenue.” For the avoidance of doubt, Recurring Revenue is a run-rate metric based on recurring Business Revenue in effect as of the measurement date and does not depend on revenue recognized

during any prior period.

“Registrable Securities” means the shares of Parent Stock issued in connection with the Closing pursuant to this Agreement as part of the Closing Stock Consideration; *provided, however*, that shares of Parent Stock shall cease to be Registrable Securities hereunder if and when (i) Seller ceases to hold such shares of Parent Stock, (ii) such Registrable Securities have been sold, transferred or otherwise disposed of pursuant to Rule 144 of the Securities Act (**“Rule 144”**) or (iii) such shares of Parent Stock shall be eligible to be transferred by Seller pursuant to Rule 144 (or any successor provision) under the Securities Act without any time or volume limitations and any restrictive legend has been removed from such securities.

“Registration Statement” has the meaning set forth in Section 7.02.

“Related Party,” with respect to any specified Person, means: (i) any Affiliate of such specified Person, or any director, executive officer, general partner or managing member of such Affiliate; (ii) any Person who serves as a director, executive officer, partner, member or in a similar capacity of such specified Person; (iii) any immediate family member of a Person described in clause (ii); or (iv) any other Person who holds, individually or together with any Affiliate of such other Person and any member(s) of such Person’s immediate family, more than 5% of the outstanding equity or ownership interests of such specified Person.

“Replacement Contracts” has the meaning set forth in Section 6.11.

“Representative” means, with respect to any Person, any and all directors, officers, employees, principals, advisors, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Sanctioned Countries” has the meaning set forth in Section 4.23. **“Sanctioned Persons”** has the meaning set forth in Section 4.23. **“Sanctions”** has the meaning set forth in Section 4.23.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Incident” means any incident, including any security breach of intrusion, in which any Personal Data that is or was Processed by or at the direction of or on behalf of Seller was accessed, used, disclosed, acquired, exfiltrated, stolen, lost, altered, modified, corrupted, destroyed, or Processed unlawfully or without authorization.

“Seller” has the meaning set forth in the preamble.

“Seller Business Revenue” means Business Revenue to the extent arising in the period prior to the Closing Date.

“Seller Change in Control” has the meaning provided in Section 6.13(b).

“Seller Closing Certificate” has the meaning set forth in Section 8.02(f).

“*Seller Fundamental Representations*” has the meaning set forth in Section 8.02(a).

“*Seller Releasing Party*” has the meaning provided in Section 6.15(a).

“*Software*” means all types of computer software programs, including operating systems, application programs, software tools, firmware and software imbedded in equipment, including both object code and source code versions thereof.

“*Specified Customer*” means those customers listed as “Specified Customers” on Schedule

II.

“*Specified Customers Annualized Revenue*” means the sum of (i) (A) the total Recurring Revenue (excluding fees from overages) attributable to all Specified Customers (other than Academy, Ltd.) in the aggregate for the month immediately preceding the Closing Month *multiplied by* (B) twelve (12) plus (ii) (A) the total Recurring Revenue (excluding fees from overages) attributable to XXXXXXXXXXXXXXXXXXXX in the aggregate for the month immediately preceding the Closing Month *divided by* (B) the number of days in such month immediately preceding the Closing Month multiplied by (C) three hundred sixty-five (365).

“*Specified Customers Target Annualized Revenue*” means XX.

“*Straddle Period*” means any Tax period that begins on or before and ends after the Closing Date.

“*Tax Return*” means any return, declaration, report, claim for refund, election, filing, information return or statement or other document filed or required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“*Taxes*” means (i) all taxes, levies, assessments, fees, fines, imposts, duties or governmental charges of any kind whatsoever, however denominated and whether or not disputed, together with any interest, penalty or addition to tax with respect thereto, including income taxes (including any tax on or based upon net income, gross income, or income as specially defined, or earnings, profits, or selected items of income, earnings or profits) and all alternative or add-on minimum, profits or excess profits, franchise, gross income, gross receipts, employment related (including employee withholding or employer payroll or FICA), real or personal property or ad valorem, sales or use, excise, stamp, any withholding or backup withholding, value added, severance, prohibited transaction, premiums and occupation; (ii) any liability for payment of amounts described in clause (i), whether as a result of joint, several, transferee or successor liability, of being a member of an affiliated, consolidated, combined, unitary or other group for any period, or by operation of Law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity, tax allocation agreement or any other similar analogous arrangement or agreement or any other express or implied agreement to indemnify any other Person.

“*Transaction Documents*” means this Agreement, the Assignment and Assumption Agreement, the Assignment and Assumption of Leases, the Intellectual Property Assignment Agreement, the Transition Services Agreement and the other agreements, instruments and

documents required to be delivered at the Closing.

“**Transaction Expenses**” means the aggregate amount of any and all costs, fees and expenses incurred by, or on behalf of, or paid or to be paid directly by, Seller or any Person that Seller pays or reimburses or is otherwise legally obligated to pay or reimburse in connection with the negotiation, preparation and execution of this Agreement or the Transaction Documents and the transactions contemplated hereby or thereby, including (i) all legal, accounting, consulting, advisory, financial, consulting fees and expenses in connection with the transactions contemplated hereby (including any process run by or on behalf of Seller in connection with such transactions); (ii) any fees and expenses associated with obtaining necessary or appropriate waivers, consents, or approvals of any Governmental Authority or third parties on behalf of Seller in connection with the transactions contemplated hereby; (iii) any fees or expenses associated with obtaining the release and termination of any Encumbrances in connection with the transactions contemplated hereby; (iv) all brokers’, finders’ or similar fees in connection with the transactions contemplated hereby; (v) any change of control payments, bonuses, severance, termination, or retention obligations or similar amounts payable in the future by Seller or due by Seller in connection with the transactions contemplated hereby, including any Taxes payable in connection therewith; and (vi) the employer portion of any payroll or employment Taxes associated with any payments made pursuant to or otherwise contemplated by this Agreement incurred to the extent that the underlying obligation is borne by Seller hereunder.

“**Transfer Taxes**” has the meaning set forth in Section 6.08.

“**Transferred Employee**” has the meaning set forth in Section 6.03(a).

“**Transition Services Agreement**” has the meaning set forth in Section 3.02(a)(iv).

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of the Purchased Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in, to and under all assets, properties and rights of Seller, that are primarily related to, or primarily used in, the Business (collectively, the “**Purchased Assets**”), including:

(a) Contracts primarily related to, or primarily used in, the Business (collectively, the “**Assigned Contracts**”), including those set forth on Section 2.01(a) of the Disclosure Schedules;

(b) (x) all Intellectual Property that is owned, in whole or in part, by Seller and primarily related to, or primarily used in, the Business, including the Intellectual Property listed in the Disclosure Schedules, (y) copies and tangible embodiments thereof, and (z) all corresponding Intellectual Property rights worldwide, to the extent owned, in whole or in part, by Seller and primarily related to, or primarily used in, the Business, including without limitation all goodwill related thereto along with all income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future

infringement, misappropriation or dilution thereof or other conflict therewith, the right to sue and recover for past, present or future infringement, misappropriation or dilution thereof or other conflict therewith) (collectively, “*Intellectual Property Assets*”);

- (c) furniture, fixtures, equipment, supplies and other tangible personal property listed on Section 2.01(c) of the Disclosure Schedules;
 - (d) the leasehold interest in the Leased Real Property, and all buildings, structures, improvements and fixtures located on any Leased Real Property to the extent owned by Seller, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property (and including the security deposits associated with the Leased Real Property);
 - (e) Permits listed on Section 2.01(e) of the Disclosure Schedules but only to the extent such Permits may be transferred under applicable Law;
 - (f) prepaid expenses, credits, advance payments, rebates, security deposits, refunds, discounts, charges, sums, fees, Tax assets, attributes, and rights to Tax refunds (other than refunds or credits of Taxes of Seller or any of its Affiliates) to the extent related to any other Purchased Assets;
 - (g) Seller’s rights under warranties, representations, guarantees, indemnities and all similar rights against third parties to the extent related to any other Purchased Assets;
 - (h) the right to enforce the confidentiality or assignment provisions of any confidentiality, non-disclosure, proprietary information, proprietary rights, invention assignment or other similar Contracts to the extent primarily related to the Business;
 - (i) originals, or where not available, copies, of all books and records, primarily related to the Business or the Purchased Assets, including (A) books of account, ledgers and general, financial, accounting, and Tax records, (B) machinery and equipment maintenance files, (C) customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, and sales, research and marketing materials (including surveys, promotional materials, and strategic plans), (D) production data, quality control records and procedures, customer complaints and inquiry files, (E) research and development files, records and data (including all correspondence with any Governmental Authority), and (F) internal financial statements; in each case, other than books and records set forth in Section 2.02(f), and all records and other information primarily related to Transferred Employees, Family and Medical Leave Act (or similar) records and Forms I-9 related to such Transferred Employee; *provided*, that such information shall not include any medical records, performance documentation or any information that is not permitted to be disclosed under applicable Law (“*Books and Records*”);
 - (j) all Business IT Systems used primarily by the Business;
- to the extent primarily related to the Business, all claims, proceeds, and rights to proceeds under any Available Insurance Policies solely to the extent such claims relate to the period prior to the Closing; and

- (k) all goodwill of the Business, including the goodwill associated with any of the Purchased Assets described in the foregoing clauses (a) through (k);

provided, for the avoidance of doubt and notwithstanding anything to the contrary (subject to Section 2.02), that the assets, properties and rights set forth in clauses (a) through (l) of this Section 2.01 shall not be deemed to constitute or otherwise limit the scope of the Purchased Assets.

Section 2.02 Excluded Assets. Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties other than the Purchased Assets (the “*Excluded Assets*”). Without limiting the foregoing, the term “Purchased Assets” shall expressly exclude the following assets of Seller, all of which shall constitute Excluded Assets:

- (a) all cash and cash equivalents, bank accounts and securities of Seller;
- (b) all Accounts Receivable;
- (c) all Seller Business Revenue;
- (d) all Contracts that are not Assigned Contracts (including as a result of the application of Section 2.09);
- (e) all Intellectual Property other than the Intellectual Property Assets;

(f) the corporate seals, organizational documents, minute books, stock books, Tax Returns and related records and workpapers, books of account or other records having to do with the corporate organization of Seller, in each case only to the extent not primarily related to the Business, all internal records prepared in connection with the sale of the Business to Buyer, all employee-related or employee benefit-related files or records, other than personnel files of Transferred Employees that are included as Books and Records above, and any other books and records which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;

- (g) subject to Section 6.12, all insurance policies of Seller;
- (h) subject to Section 6.11, all Comingled Contracts;
- (i) all Benefit Plans and trusts or other assets attributable thereto;
- (j) any employee personnel files of any Business Employee who is not a Transferred Employee;
- (k) all Tax assets (including duty and Tax refunds and prepayments) of Seller or any of its Affiliates;

the assets, properties and rights specifically set forth on Section 2.02(l) of the Disclosure Schedules;

(l) any equity interests or capital stock in Seller or any of its subsidiaries;

(m) (i) all attorney-client privilege and attorney work product protection of Seller or associated with the Business as a result of legal counsel representing Seller in connection with the transactions contemplated by this Agreement or any of the Transaction Documents, (ii) all documents subject to the attorney-client privilege or work product protection described in clause (i) of this paragraph, and (iii) all documents maintained by Seller in connection with the transactions contemplated by this Agreement or any of the Transaction Documents;

(n) the rights which accrue or will accrue to Seller under the Transaction Documents;

(o) any Contract or arrangement relating to the Business between Seller (or any of its Affiliates) and any officer, director, employee, equityholder, or Affiliate of Seller, or any immediate family member of the foregoing; and

(p) all assets, properties and rights of Seller that are not primarily related to, or not primarily used in, the Business.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due all Liabilities arising under or relating to the Assigned Contracts, to the extent that such Liabilities (i) were incurred in the ordinary course of business of the Business prior to Closing and (ii) are required to be performed after the Closing, except to the extent that such Liabilities relate to (A) any payment obligations with respect to accounts payable or other expenses incurred or accrued as of or prior to the Closing or (B) any failure to perform, improper performance, warranty or other breach, default or violation by Seller or an Affiliate of Seller as of or prior to the Closing (collectively, the “**Assumed Liabilities**”).

Section 2.04 Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities or obligations of Seller (excluding the Assumed Liabilities), and Seller shall retain, and hereby agrees to pay, perform, discharge, and indemnify and hold harmless Buyer and its Affiliates from the following Liabilities and obligations (which in no event shall include the Assumed Liabilities) (collectively, the “**Excluded Liabilities**”):

(a) any Liabilities or obligations arising out of or relating to the ownership or operation of the Business or the Purchased Assets prior to the Closing;

(b) any Liabilities or obligations relating to or arising out of the Excluded Assets;

(c) all trade accounts payable in connection with the Business that remain unpaid as of the Closing;

the Excluded Taxes and any liability or obligation arising from any Tax sharing, Tax allocation, Tax indemnity or similar or analogous agreements relating to the Purchased Assets or Assumed Liabilities to which Seller or any of its Affiliates is a party (other than an express or implied obligation to indemnify any other Person pursuant to an Assigned

[illegible]

(g) all Liabilities agreed to be performed or assumed by Seller or its Affiliates pursuant to the terms of this Agreement or any of the Transaction Documents;

Schedules;

its Affiliates;

(including the Transferred Employees), officer, director, independent contractor or consultant of the Business, for any period relating to service with the Business at any time prior to the Closing;

(k) any liabilities or obligations in respect of accrued but unused vacation, paid time off, or similar paid leave of any Transferred Employee as of immediately prior to the Closing Date; and

(l) all Transaction Expenses.

be: **Section 2.05 Purchase Price.** The aggregate consideration for the Purchased Assets shall

(a) the Closing Stock Consideration;

(b) *plus*, the assumption of the Assumed Liabilities.

Section 2.06 Payment of Consideration. As promptly as practicable after the Closing (but in any event on the Closing Date), Parent shall deliver, or shall cause to be delivered, to Seller book-entry shares representing the full amount of the Closing Stock Consideration.

Section 2.07 Allocation of Purchase Price. Within one hundred twenty (120) days after the Closing Date, Seller shall prepare and deliver to Buyer, for Buyer's review and comment, a draft schedule allocating the Purchase Price (including any Assumed Liabilities treated as consideration for the Purchased Assets for U.S. federal income Tax purposes), together with reasonably available supporting materials, and Seller and Buyer shall agree on a final version of such allocation as soon as reasonably practicable after Seller delivers such draft to Buyer (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with the general principles of Section 1060 of the Code. The Allocation Schedule shall be deemed final unless Buyer notifies Seller in writing that Buyer objects to one or more items reflected in the Allocation Schedule within sixty (60) days after receipt of the Allocation Schedule by Buyer. In the event of any such objection, Seller and Buyer shall use commercially reasonable efforts to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within sixty (60) days after the receipt of the Allocation Schedule by Buyer, Buyer and Seller shall submit any disputes to an impartial nationally recognized firm of independent certified public accountants mutually appointed by Buyer and Seller (the "**Independent Accounting Firm**"). The Independent Accounting Firm shall, within thirty (30) days of the submission thereto, determine the appropriate final allocation (such allocation, the "**Final Allocation**"). The fees and expenses of such accounting firm shall be borne 50% by Seller and 50% by Buyer. Seller and Buyer (and their Affiliates) shall file their respective Internal Revenue Service Forms 8594 and all federal, state and local Tax Returns in accordance with the Final Allocation, as ultimately agreed to or determined by the Independent Accounting Firm, and neither Buyer nor Seller (nor any of their Affiliates) shall take any position that is inconsistent with the Final Allocation, except as may be subsequently adjusted pursuant to an audit by the IRS (or non-U.S. taxing authority) or by court decision.

Section 2.08 Withholding. Each of Buyer and Parent shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any consideration payable or otherwise deliverable pursuant to this Agreement and the Transaction Documents such amounts as may be required to be deducted or withheld therefrom pursuant to any Law; *provided*, that to the extent that amounts are so deducted or withheld by Buyer, Parent or their respective Affiliates and are paid to the relevant Governmental Authority, such amounts shall be treated for all purposes of this Agreement and the Transaction Documents as having been paid to the Person or entity in respect of which such deduction and withholding was made.

Section 2.09 Non-Assignable Assets.

Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.09, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance, allocation or delivery, to Buyer of any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom would result in a violation or breach of applicable Law or any Contract (including acceleration of rights of termination), or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement (including any Governmental Authority), and such consent,

authorization, approval or waiver shall not have been obtained prior to the Closing (the “**Non-Assignable Assets**”), this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery of such Non-Assignable Asset subject to the satisfaction or waiver of the conditions contained in Article VIII and the Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof. From the date hereof, the parties shall use their commercially reasonable efforts, and shall cooperate with each other, to obtain promptly such authorizations, approvals, consents or waivers or cure any such violation or breach; *provided*, that in no event shall (i) Buyer be required to pay any consent fees or similar amounts in order to obtain any such consents or (ii) Seller agree to pay any consent fee without Buyer’s prior written consent. To the extent permitted by applicable Law, in the event consents to the assignment thereof cannot be obtained, such Non-Assignable Assets shall be held, as of and from the Closing, by Seller in trust for Buyer and the covenants, liabilities and obligations thereunder shall be performed by Buyer in Seller’s name and all benefits and obligations existing thereunder shall be for Buyer’s account.

(a) To the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to Buyer following the Closing pursuant to this Section 2.09, Buyer and Seller shall use commercially reasonable efforts to cooperate with each other in any mutually agreeable, reasonable and lawful arrangements designed to provide to Buyer or one or more of its Affiliates the rights and benefits of use of such Non-Assignable Asset that it would have obtained had the Non-Assignable Asset been conveyed at the Closing. Until the Non-Assignable Assets are assigned to Buyer, Seller shall take or cause to be taken at Buyer’s expense such actions in its name or otherwise as Buyer may reasonably request so as to provide Buyer with the benefits of the Non-Assignable Assets and to effect collection of money or other consideration that becomes due and payable under the Non-Assignable Assets, and Seller shall promptly pay over to Buyer all money or other consideration received by it in respect of all Non-Assignable Assets. As of and from the Closing, Seller on behalf of itself authorizes Buyer, to the extent permitted by applicable Law and the terms of the Non-Assignable Assets, to perform all the obligations and receive all the benefits of Seller under the Non-Assignable Assets and appoints Buyer its attorney-in-fact to act in its name on its behalf with respect thereto.

Section 2.10 Purchase Price Adjustment.

(a) No later than three (3) Business Days prior to the Closing Date, Seller shall prepare, or cause to be prepared, and deliver, or cause to be delivered, to Buyer a statement, (the “**Preliminary Deferred Revenue Statement**”) that shall set forth the Estimated Deferred Revenue Adjustment, and a calculation of the Purchase Price derived therefrom, in each case, together with reasonable supporting documentation.

Within ninety (90) days after the Closing Date, Buyer shall prepare, or cause to be prepared, and deliver to Seller a written statement (the “**Deferred Revenue Schedule**”) setting forth in reasonable detail Buyer’s calculation of the Deferred Revenue Adjustment (the “**Final Deferred Revenue Adjustment**”). The Deferred Revenue Schedule shall be deemed final unless Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Deferred Revenue Schedule within thirty (30) days after receipt of the Deferred Revenue Schedule by Seller. In the event of any such objection, Seller and Buyer shall use commercially reasonable efforts to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute

with respect to the Deferred Revenue Schedule within sixty (60) days after the receipt of the Allocation Schedule by Seller, Buyer and Seller shall submit any disputes to the Independent Accounting Firm or, if the Independent Accounting Firm is unable to serve, another impartial nationally recognized firm of independent certified public accountants mutually appointed by Buyer and Seller. The Independent Accounting Firm shall, within thirty (30) days of the submission thereto, determine the Final Deferred Revenue Adjustment. The fees and expenses of the Independent Accounting Firm shall be allocated between Buyer, on the one hand, and Seller, on the other hand, based upon the percentage which the portion of the contested amount not awarded to each party bears to the amount actually contested by such party.

(b) For the purposes of this Agreement, the “*Net Adjustment Amount*” means an amount, which may be positive or negative, equal to the Estimated Deferred Revenue Adjustment *minus* Final Deferred Revenue Adjustment as finally determined pursuant to this Section 2.10:

- (i) If the Net Adjustment Amount is positive, Buyer shall pay an amount in cash to Seller equal to the Net Adjustment Amount; and
- (ii) If the Net Adjustment Amount is negative, Seller shall pay an amount in cash to Buyer equal to the absolute value of such Net Adjustment Amount.

(c) Payments in respect of Section 2.10(c) shall be made within three (3) Business Days of final determination of the Net Adjustment Amount pursuant to the provisions of this Section 2.10 by wire transfer of immediately available funds to such account or accounts as may be designated in writing by the party entitled to such payment at least two (2) Business Days prior to such payment date.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “*Closing*”) shall take place via an electronic exchange of documents, at 9:00 A.M., Eastern time on the second Business Day after all of the conditions to Closing set forth in Article VIII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing; *provided*, that in no event shall the Closing occur earlier than the third Business Day following Buyer’s filing of its Annual Report on Form 10-K for the fiscal year ended December 31, 2025, without Buyer’s prior written consent. The date on which the Closing actually occurs is herein referred to as the “*Closing Date*.”

Section 3.02 Closing Deliverables.

At the Closing, Seller shall deliver to Buyer the following:

- (i) an assignment and assumption agreement in the form of **Exhibit A** hereto (the “***Assignment and Assumption Agreement***”) and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;
- (ii) with respect to each Lease, provided that such Lease is not deemed an Excluded Asset pursuant to the last sentence of Section 6.04, an Assignment and Assumption of Lease substantially in the form of **Exhibit B** (each, an “***Assignment and Assumption of Lease***”), duly executed by Seller, as applicable, and, if necessary, Seller’s signature shall be witnessed and/or notarized;
- (iii) an intellectual property assignment agreement in the form of **Exhibit C** hereto (the “***Intellectual Property Assignment Agreement***”) duly executed by Seller for recording with the United States Patent and Trademark Office and any other government authority;
- (iv) the Transition Services Agreement in substantially the form attached hereto as **Exhibit D** (the “***Transition Services Agreement***”) duly executed by Seller;
- (v) the Seller Closing Certificate;
- (vi) a properly completed and duly executed Internal Revenue Service Form W-9 of Seller certifying that Seller is not subject to backup withholding;
- (vii) copies of all instruments, certificates, documents and other filings (if applicable) necessary to release the Purchased Assets from all Encumbrances (other than Permitted Encumbrances), in each case, in form and substance reasonably satisfactory to Buyer;
- (viii) the third-party consents set forth on Schedule II, in form and substance reasonably acceptable to Buyer;
- (ix) XX
XXXXXXXXXXXXXXXXXXXX
- (x) XX
XXXXXXXXXXXXXXXXXXXX
- (xi) information relating to any open or unfulfilled requests by individuals to exercise their rights under applicable Privacy Laws sufficient to allow Buyer to adequately respond to such requests;
- information relating to any open or unfulfilled requests by individuals to exercise their rights under applicable Privacy Laws to opt out of the sale or sharing of Personal Data, to opt out of the Processing of Personal Data for purposes of targeted advertising, or to opt out of or limit the use or disclosure of “sensitive personal information” (as such term or any functionally equivalent term is defined under Privacy Laws) sufficient to allow Buyer to comply with such requests;

- (xii) a duly executed and completed questionnaire substantially in the form set forth in **Exhibit E** (the “*Investor Questionnaire*”) from Seller; and
 - (xiii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.
- (d) At the Closing, Buyer shall deliver, or cause to be delivered, to Seller the

- following: Buyer;
- (i) the Assignment and Assumption Agreement duly executed by
 - (ii) with respect to each Lease, provided that such Lease is not deemed an Excluded Asset pursuant to the last sentence of Section 6.04, an Assignment and Assumption of Lease duly executed by Buyer and, if necessary, Buyer's signature shall be witnessed and/or notarized;
 - (iii) the Intellectual Property Assignment Agreement duly executed by Buyer;
 - (iv) the Transition Services Agreement duly executed by Buyer; and
 - (v) the Buyer Closing Certificate.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedules, Seller represents and warrants to Buyer and Parent as follows:

Section 4.01 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it (including the Purchased Assets) and to carry on the Business as currently conducted and as currently proposed to be conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted, and as currently proposed to be conducted, makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing has not been, and would not reasonably be expected, individually or in the aggregate, to be material to the Business.

Section 4.02 Authority of Seller. Seller has all necessary corporate power and authority, and has taken all action necessary, to (i) execute, deliver and perform this Agreement and the other Transaction Documents to which Seller is, or will be, a party, (ii) carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of this Agreement and any other Transaction

Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller and no other proceedings on the part of Seller are necessary to authorize the execution and delivery and performance of this Agreement and the Transaction Documents to which Seller or any of its Affiliates is party. This Agreement has been, and the Transaction Documents to which Seller is party will be, duly and validly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) each Transaction Document constitutes, or will constitute, a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity).

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by each of Seller of this Agreement and the other Transaction Documents to which Seller is, or will be, a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of any provision of the certificate of incorporation or by-laws of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or any of the Purchased Assets, or by which Seller, the Business or any of the Purchased Assets may be bound or affected; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under or give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of Seller or the Business under, or result in the creation of any Encumbrance on any of the Purchased Assets pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other Contract to which Seller is a party or by which Seller, the Business or the Purchased Assets may be bound or affected; except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not individually or in the aggregate, be material to the Business and the Purchased Assets. Seller is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by Seller of this Agreement and each of the Transaction Documents to which it will be a party or the consummation of the transactions contemplated hereby or thereby or in order to prevent the termination of any right, privilege, license or qualification of or affecting the Business or the Purchased Assets.

Section 4.04 Financial Statements.

True and complete copies of carve-out unaudited financial statements consisting of the balance sheet of the Business as of December 31, 2025, and the related statements of income for the year ended December 31, 2025 and the year ended December 31, 2024 (the “*Financial Statements*”), are attached as Section 4.04 of the Disclosure Schedules. Each of the Financial Statements (i) are correct and complete in all material respects and have been prepared in accordance with the books and records of Seller pertaining to the Business, (ii) have been

prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (iii) fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2025 is referred to herein as the “*Balance Sheet*” and the date thereof as the “*Balance Sheet Date*.”

- (a) Except as and to the extent adequately accrued or reserved against in the Balance Sheet, Seller does not have any liability or obligation of any nature arising out of, relating to or affecting the Business or the Purchased Assets, whether accrued, absolute, contingent or otherwise, whether known or unknown and whether or not required by GAAP to be reflected in a consolidated balance sheet of the Business or disclosed in the notes thereto, except for liabilities and obligations (x) incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date, that are not, individually or in the aggregate, material to the Business (y) that would constitute Excluded Liabilities or (z) that are less than \$10,000 in the aggregate.
- (b) The books of account and financial records of Seller pertaining to the Business are true and correct in all material respects and have been prepared and are maintained in accordance with sound accounting practice.

Section 4.05 Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date Seller has operated the Business in the ordinary course of business consistent with past practice in all material respects and (a) there has not been, with respect to the Business, any event, change, development or prospective change, event or development that individually or in the aggregate, has had or is reasonably likely to have a Material Adverse Effect; (b) neither the Business nor the Purchased Assets have suffered any material loss, damage, destruction or other casualty affecting any material properties or assets thereof or included therein, whether or not covered by insurance; and (c) Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of any of the covenants set forth in Section 6.01.

Section 4.06 Material Contracts.

- (a) Section 4.06(a) of the Disclosure Schedules lists each of the following Contracts (x) primarily relating to the Purchased Assets, or by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound to the extent primarily related to, or primarily used in, the Business (together with all Assigned Contracts, collectively, the “*Material Contracts*”):

- (i) Contracts involving stated aggregate consideration in excess of \$50,000 and that cannot be cancelled without penalty or without more than one hundred eighty

(180) days’ notice;

- (ii) any Contract with a Material Customer or a Material Supplier;

any Intellectual Property Agreements (other than (i) non-exclusive object code license agreements with respect to commercially available “off-the-shelf” Software, “click-through” Software, “shrink-wrap” Software or other commercially available Software or

(ii) pursuant to which Intellectual Property Assets are licensed to customers on a non-exclusive basis in the ordinary course of business);

(iii) any employment, severance, retention, change in control, bonus or other agreement or arrangement with respect to any Transferred Employee, other than employment agreements or offer letters that do not provide for severance and are terminable without notice;

(iv) Contracts for the sale or disposition of material assets of the Business, all or substantially all of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(v) Contracts between or among Seller on the one hand and any Related Party of Seller on the other hand;

(vi) Contracts that limit, or purport to limit, the ability of Seller or the Business to engage in any business activity or to compete in any line of business or with any Person or in any geographic area or during any period of time, or that restricts the right of Seller or the Business to sell to or purchase from any Person or to hire any Person, or that grants the other party or any third Person "most favored nation" status or any type of special discount rights;

(vii) Contracts that provide for any Person to be the exclusive provider of any product or service to the Business, or the exclusive recipient of any product or service of the Business during any period of time;

(viii) any Contract providing for indemnification to or from any Person with respect to Liabilities relating to Seller, the Business or the Purchased Assets, other than Contracts with customers, vendors and suppliers entered into in the ordinary course of business;

(ix) all collective bargaining agreements or Contracts with any labor organization, union or association;

(x) all Contracts that relate to the acquisition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(xi) all Contracts relating to indebtedness for borrowed money and any guaranty agreement or other evidence of indebtedness, including capitalized lease obligations;

(xii) all Contracts that are intercompany agreements relating to the Business or the Purchased Assets;

(xiii) any Contract with third-party sales agents, sales representatives, brokers or distributors, none of which are Business Employees;

any Contract creating a partnership, joint venture agreement, development, joint development or similar arrangement which is material to the Business;

(xiv) any Contract granting any Person an Encumbrance on any of the Purchased Assets, other than Permitted Encumbrances;

(xv) any Contract of any character (contingent or otherwise) pursuant to which any consultant is or may be entitled to receive any payment based on the revenues, earnings or financial performance or assets of the Business or calculated in accordance therewith;

(xvi) any Contracts with any Governmental Authority;

(xvii) any Contract that relates to the settlement of any legal, administrative or judicial Proceeding;

(xviii) any Leases; and

(xix) any other Contract that would be required to be filed with the United States Securities and Exchange Commission as an exhibit to a registration statement on Form S-1 if the Business was registering securities under the Securities Act.

(b) Seller has made available to Buyer true and complete copies of all Material Contracts and all amendments thereto. Each Material Contract (a) is valid and binding on Seller, and, to the Knowledge of Seller, the counterparties thereto and is in full force and effect, enforceable against Seller, and, to the Knowledge of Seller, against all third parties, in each case in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a Proceeding in equity or at law); and (b) shall continue in full force and effect upon consummation of the transactions contemplated by this Agreement, enforceable against Buyer, and, to the Knowledge of Seller, against all third parties, in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a Proceeding in equity or at law). Seller is not in breach of, or default (with or without the giving of notice, lapse of time or both) under, any Material Contract. To the Knowledge of Seller, no other party to any Material Contract is in default thereunder, nor, to the Knowledge of Seller, does any condition exist that with notice or the lapse of time or both would constitute a default by any such other party thereunder. No other party to any Material Contract has (a) notified Seller that such other party intends to cancel or otherwise terminate such Material Contract or (b) since the Balance Sheet Date, taken any action or threatened to take any action, with respect to seeking a repayment of amounts paid to Seller pursuant to such Material Contract or a reduction in fees or other payments that will become due to Seller pursuant to such Material Contract.

Section 4.07 Related Party Interests and Transactions. Except for employment relationships and compensation, benefits, travel advances and employee loans in the ordinary course of business, there is no Contract, transaction or arrangement between Seller or the Business, on the one hand, and any Related Party on the other hand, nor any advances or other amounts owing to or from Seller or the Business by or to any Related Party. No Related Party (i) owns or has owned any interest in any property, assets or rights used in the Business, (ii) is or has been

involved in any business dealings or transactions in connection with the Business or any of the Purchased Assets or (iii) is or has been employed in the Business.

Section 4.08 Title to Purchased Assets. Seller has good and valid title to, or a valid leasehold interest in, the Purchased Assets, free and clear of Encumbrances except for Permitted Encumbrances. All tangible personal property included in the Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted, and suitable in all material respects for their current and intended use, and such property, to the extent leased, is in all material respects in the condition required of such property by the terms of the lease applicable thereto, and has been maintained in all material respects in accordance with normal industry practices.

Section 4.09 Sufficiency of Assets. The Purchased Assets (together with the procedures set forth in Section 2.09 and the services to be provided under the Transition Services Agreement) (i) constitute all the rights, property and assets necessary and sufficient for the continued conduct of the Business after the Closing by Buyer in substantially the same manner as conducted by Seller prior to the Closing and (ii) constitute all of the rights, property and assets of Seller necessary to conduct the Business as currently conducted and as conducted immediately prior to the Closing. No Affiliate or subsidiary of Seller owns, holds or has any rights in or to any assets, properties or rights that are used or held for use primarily in the operation of the Business.

Section 4.10 Real Property.

(a) Section 4.10(a) of the Disclosure Schedules sets forth a complete and accurate list of all material real property leased, subleased or licensed by Seller or its Affiliates primarily related to, or primarily used in, the Business (collectively, the “*Leased Real Property*”), and a list, as of the date of this Agreement, of all leases for each Leased Real Property (collectively, the “*Leases*”).

(b) Seller has not received any written notice (or, to Seller’s Knowledge, oral) of existing, pending or threatened (i) condemnation Proceedings affecting the Leased Real Property or (ii) zoning, building code or other moratorium Proceedings, or similar matters which would reasonably be expected to materially affect the ability to operate the Leased Real Property as currently operated. Neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

(c) Seller has a valid leasehold estate in all Leased Real Property, free and clear of all Encumbrances, other than Permitted Encumbrances. Seller has not received any written notice (or, to Seller’s Knowledge, oral) of a breach or default under any Lease, nor has Seller delivered notices (oral or written) to a landlord of any default by the landlord under any Leased Real Property, and to the Knowledge of Seller, no event has occurred that, with notice or lapse of time or both, would constitute a breach or default by Seller thereunder. None of the Leased Real Property has been leased, subleased or licensed by Seller to third parties.

Neither Seller nor any of its Affiliates owns any real property primarily related to, or primarily used in, the Business.

Section 4.11 Intellectual Property.

(a) Section 4.11(a) of the Disclosure Schedule sets forth a list of all Intellectual Property Registrations (including Internet Names) that are included in the Purchased Assets. All such Intellectual Property Registrations are subsisting and, except for pending applications, valid, enforceable and have not expired, or been cancelled, abandoned or otherwise terminated. All fees and documents necessary to, as applicable, prosecute and maintain each such Intellectual Property Registration have been paid or filed with the relevant Governmental Authorities. There are no actions that must be taken within six (6) months after the date of this Agreement, including the payment of fees or the filing of documents, for the purposes of obtaining, maintaining, perfecting or renewing any rights in any such Intellectual Property Registration.

(b) None of the Intellectual Property Assets are subject to any outstanding injunction, judgment, order, decree, ruling or charge against Seller of which Seller has received notice. Seller owns or otherwise holds valid rights to use, pursuant to an enforceable, written license, all Intellectual Property used in or necessary for the operation of the Business as currently conducted. All such rights are free of all Encumbrances (other than Permitted Encumbrances). The Intellectual Property Assets, together with the rights under the Assigned Contracts and the Intellectual Property provided to the Business pursuant to the Transition Services Agreement, shall be sufficient for the continued conduct and operation of the Business immediately following the Closing in materially the same manner as it was conducted as of immediately prior to the Closing. Upon the consummation of the Closing, Buyer shall succeed to all of Seller's rights and interest in or under all Intellectual Property Assets and the Assigned Contracts, and all of Seller's rights in or under all Intellectual Property Assets and the Assigned Contracts shall be exercisable by Buyer to the same extent as by Seller prior to the Closing.

(c) Seller exclusively owns all right, title, and interest in and to all Intellectual Property Assets, free and clear of Encumbrances (except Permitted Encumbrances), and, with respect to all Intellectual Property Registrations included in the Purchased Assets, Seller is the sole and exclusive beneficial and record owner of all such Intellectual Property Registrations. The Intellectual Property Assets are fully assignable by Seller to any Person, without payment, consent of any Person or other condition or restriction.

(d) No Action, reissue, reexamination, inter-party review, public protest, interference, mediation, opposition, cancellation, internet domain name dispute resolution or other Proceeding has been threatened (including in the form of offers or invitations to obtain a license), asserted, decided or is pending concerning any claim or position that Seller has violated any Intellectual Property rights in its conduct of the Business.

The development, manufacture, sale, distribution or other commercial exploitation of products, and the provision of any services, by or on behalf of Seller in the conduct of the Business, and the operation of the Business, does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property of any third party and has not infringed, misappropriated, diluted or otherwise violated any Intellectual Property of any third party. To the Knowledge of Seller, no valid basis for any such infringement, misappropriation, dilution or other violation claim exists. No Action is pending or has been decided, threatened or asserted, in writing, concerning the Intellectual Property Assets, including any Action concerning a claim or position

that any of the Intellectual Property Assets have been violated or are invalid, unenforceable, not patentable, not registerable, cancellable, not owned or not owned exclusively by Seller. To the Knowledge of Seller, no valid basis for any such Actions or claims exists.

(e) (x) To the Knowledge of Seller, no third party is currently infringing, misappropriating, diluting or otherwise violating the Intellectual Property Assets, and (y) Seller has not sent to any Person any notice alleging any such infringement, misappropriation, dilution or violation.

(f) Seller and its Affiliates have taken commercially reasonable steps, including implementing commercially reasonable security measures, designed to maintain the value, secrecy and confidentiality of all Know-How included in the Purchased Assets, including by entering into appropriate confidentiality agreements with all Persons with access to such Know-How. None of such Know-How has been disclosed or authorized to be disclosed to any Person by Seller other than to employees or agents of Seller for use in connection with the Business, in each case pursuant to a confidentiality or non-disclosure agreement that reasonably protects the interest of Seller in and to such matters.

(g) No current or former director, employee, independent contractor, advisor or consultant of Seller or any of its Affiliates has or has claimed in writing to Seller to have any ownership rights in or to any of the Intellectual Property Assets.

(h) No Person has any right to use any of the Intellectual Property Assets other than pursuant to a written, non-exclusive license agreement granted by Seller in connection with the Business. Each Person who has contributed to, developed, or conceived any Intellectual Property for or on behalf of the Business (including any Intellectual Property Assets), in whole or in part, including Seller's current and former employees and contractors, has irrevocably assigned to Seller (by way of a present tense assignment) all Intellectual Property in such contributions, developments and conceptions (or such Intellectual Property is already owned solely and exclusively by a Seller under applicable Law) and is subject to confidentiality obligations protecting such Intellectual Property. To the Knowledge of Seller, there has been no breach by any such Person of any such agreements. No such Person was or is under any conflicting obligation to any Governmental Authority, academic institution or other third party that would affect Seller's title or right to use any such Intellectual Property. No Person has asserted, and no Person other than Seller has, any right, title, interest or other claim in, or the right to receive any royalties or other consideration with respect to, any Intellectual Property Assets. Seller is not party to any agreement that confers upon any Person, other than Seller, any ownership interest or exclusive right with respect to any Intellectual Property Assets. No funding from any Governmental Authority was used in the development of any Intellectual Property Assets and no Governmental Authority has a material claim or right to claim any right in any Intellectual Property Assets, or, to the Knowledge of Seller, to any Intellectual Property exclusively licensed to Seller.

In relation to the Business, Seller implements and maintains reasonable security, disaster recovery and business continuity plans consistent with industry practices of companies offering similar services and having similar resources as Seller. Seller has not experienced any material breach of security or otherwise material unauthorized access by third parties to any of Seller's Know-How used in the operation of the Business. There has not been in

the twenty-four (24) months immediately prior to the Closing Date any failure material to the Business with respect to any of the Business IT Systems used by Seller in the conduct of the Business.

(i) Seller owns or has rights to access and use all IT Systems licensed or used by Seller for the conduct of the Business (collectively, the “*Business IT Systems*”). Seller has taken commercially reasonable steps in accordance with industry standards designed to secure the Business IT Systems under Seller’s control from unauthorized access or use by any Person, and designed to ensure the continued, uninterrupted and error-free operation of such Business IT Systems. The Business IT Systems are adequate in all material respects for their intended use and for the operation of the Business, and are in good working condition (normal wear and tear excepted), and the Business IT Systems under the control of Seller are, to the Knowledge of Seller, free of all viruses, worms, Trojan horses, other known contaminants, bugs, errors or problems of a nature that would, in each instance, materially disrupt their operation or have a material adverse impact on the operation of the Business IT Systems. There has not been any material malfunction with respect to any of the Business IT Systems that has not been remedied or replaced in a commercially reasonable manner in all respects.

(j) Seller is in actual possession of and has exclusive control over a complete and correct copy of the source code for all proprietary components of the Business Software. The source code for all Business Software contains reasonably clear and accurate annotations and programmer’s comments, and otherwise has been documented in a professional manner that is sufficient to independently enable a programmer of reasonable skill and competence to understand, analyze and interpret program logic, correct errors and improve, enhance, modify and support the Business Software.

(k) Except as set forth in Section 4.11(m) of the Disclosure Schedules, no source code for any Business Software has been delivered, licensed or otherwise made available to any escrow agent or other Person (other than an employee or contractor of Seller bound by commercially reasonable obligations of confidentiality and non-disclosure as to any such source code). Seller has no duty or obligation (whether present, contingent or otherwise) to disclose, deliver, license or otherwise make available the source code for any Business Software to any escrow agent or other Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the release from escrow or other delivery, license or disclosure of any source code for any Business Software to any other Person (other than to an employee or contractor of Seller bound by commercially reasonable obligations of confidentiality and non-disclosure as to any such source code).

(l) Seller’s use, marketing, distribution, licensing, and sale of the Business Software does not violate any license terms applicable to any item of Open Source Software.

No Business Software contains, is derived from, is distributed with or is being or was developed using Open Source Software, and Seller has not otherwise used any Open Source Software in the conduct of the Business, in each case in any manner that: (i) requires the disclosure or distribution in source code form of Intellectual Property Assets; (ii) requires the licensing of any Intellectual Property Assets under any Open Source Software license; (iii) imposes

any other material limitation, restriction, or condition on the right of Seller or Buyer to use or distribute any Intellectual Property Assets; or (iv) materially violates any copyright notice or attribution requirement.

(m) None of the Business Software (i) contains any bug, defect, or error that materially and adversely affects the use, functionality, or performance of the Business Software or any product or service containing or used in conjunction with any Business Software or (ii) fails to comply in any material respect with any applicable warranty or other contractual commitment relating to the use, functionality or performance of any Business Software or any product or system containing or used in conjunction with any Business Software.

Section 4.12 Privacy; Information Security.

(a) In relation to the Business, Seller, together with its Representatives and, to Seller's Knowledge, all Persons that Process or have Processed Personal Data at their direction and on their behalf, are, and have since the Lookback Date materially complied with (i) applicable Privacy Laws; (ii) applicable Privacy Policies; and (iii) their applicable obligations governing the privacy, security, protection or Processing of Personal Data, including any such Processing of Personal Data in connection with artificial intelligence or automated decision-making technology contained in any written Contract to which they are legally bound (collectively, "**Privacy Requirements**"). Seller has not received from any Person any notice of any material claims, investigations or inquiries alleging violations of applicable Privacy Requirements or relating to Seller's Processing of Personal Data (including Processing of Personal Data in the use of artificial intelligence or automated decision-making technology).

(b) In relation to the Business, Seller has established, implemented, and maintained appropriate technical, physical, administrative, and organizational measures and policies (taking into account the size and resources of Seller as well as the nature and purpose of the Processing and the types of Personal Data) designed to ensure, as applicable, the confidentiality, integrity, availability, and security of all Personal Data that is Processed by or at its direction and on behalf of Seller, and designed to prevent any unlawful, accidental, or unauthorized (i) access thereto or (ii) use, disclosure, acquisition, exfiltration, theft, loss, alteration, modification, corruption, destruction, Processing or unavailability thereof. In relation to the Business, Seller has periodically (but in no event less than on a quarterly basis) monitored and assessed security risks and taken commercially reasonable steps to remediate all material threats, deficiencies, weaknesses, and vulnerabilities identified by such monitoring and assessments, and there are no outstanding material threats, deficiencies, weaknesses or vulnerabilities.

(c) In relation to the Business, since the Lookback Date, Seller has not experienced any material Security Incident, nor are there any facts or circumstances, to Seller's Knowledge, which could reasonably suggest the likelihood of the foregoing. In relation to the Business, since the Lookback Date, Seller has not notified, nor has Seller been required by applicable Privacy Requirements to notify, any Person of a Security Incident.

In relation to the Business, since the Lookback Date, Seller has established, maintained and enforced commercially reasonable policies and procedures governing the use of

artificial intelligence and automated decision-making technology to the extent used by Seller's employees, agents and contractors.

(d) Except as set forth on Section 4.12(g) of the Disclosure Schedules, in relation to the Business, Seller has not used, since the Lookback Date, and is not currently using, including through Seller's use of products or services licensed from or otherwise provided by a third-party vendor, any generative artificial intelligence or automatic decision-making technology limited to that which (Y) Processes Personal Data and (Z) uses computation to replace or substantially replace human-decision making: (i) for any "high-risk" purposes as defined under applicable Laws, including significant or consequential decisions concerning a Person or profiling of a Person, or (ii) to develop any Intellectual Property intended to be owned by Seller in a manner that would materially affect Seller's ownership thereof or rights therein.

Section 4.13 Legal Proceedings; Governmental Orders.

(a) There are no Actions or other legal Proceedings pending or threatened in writing (or, to Seller's Knowledge, orally) against Seller in connection with, relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, or Seller's ownership or operation thereof, nor, to Seller's Knowledge, is there any basis for any such Action or Proceeding. There is no Action pending or threatened in writing (or, to Seller's Knowledge, orally) seeking to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or the Transaction Documents. There is no Action by Seller pending, or which Seller has commenced preparations to initiate, against any other Person in connection with the Business or the Purchased Assets.

(b) There are no outstanding Governmental Orders, or inquiry pending before a Governmental Authority or threatened in writing (or, to Seller's Knowledge, orally) against Seller, and no unsatisfied judgments, penalties or awards against or affecting the Business, the Purchased Assets or the Assumed Liabilities, or that would affect the legality, validity or enforceability of this agreement or any Transaction Document or the consummation of the transactions contemplated hereby or thereby.

Section 4.14 Compliance with Laws; Permits.

(a) Seller is, and has been since the Lookback Date, in compliance in all material respects with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets. Neither Seller nor any of its executive officers has received since the Lookback Date, nor, to Seller's Knowledge, is there any basis for, any notice, order, complaint or other communication from any Governmental Authority or any other Person that Seller is not in compliance in all material respects with any such Laws.

Section 4.14 of the Disclosure Schedules sets forth a true and complete list of all Permits necessary for Seller to own, lease and operate the Purchased Assets and to carry on the Business in all material respects as currently conducted (the "**Business Permits**"). Seller has obtained all Business Permits and the Business Permits are valid and in full force and effect, and no suspension, cancellation, modification, revocation or nonrenewal of any Business Permit is

pending or, to the knowledge of Seller, threatened. All Business Permits may be transferred in accordance with applicable Law and assigned to Buyer.

Section 4.15 Environmental Matters. Seller is and has been in compliance in all material respects with all applicable Environmental Laws in connection with the conduct or operation of the Business and the ownership or use of the Purchased Assets since the Lookback Date. Since the Lookback Date, neither Seller nor any of its executive officers has received in writing (or, to Seller's Knowledge, orally), nor, to Seller's Knowledge, is there any basis for, any notice from any Governmental Authority or any notice from any citizens group that alleges that any of Seller is not in compliance with any Environmental Law, except where such non-compliance would not, individually or in the aggregate, be material to the Business or the Purchased Assets. (a) All Leased Real Property and all surface water, groundwater and soil associated with or adjacent to such property, is free of any chemicals, pollutants, contaminants, wastes, toxic substances or material environmental contamination of any nature; (b) none of the Leased Real Property contains any underground storage tanks, asbestos, equipment using PCBs or underground injection wells; and (c) none of the Leased Real Property contains any septic tanks in which process wastewater or any chemicals, pollutants, contaminants, wastes or toxic substance have been released.

Section 4.16 Employee Benefit Matters.

(a) Section 4.16(a) of the Disclosure Schedules contains a list of each material "employee benefit plan" (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), including each material benefit, retirement, employment, consulting, compensation, incentive, bonus, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more Transferred Employees, former employees of the Business, and is maintained, sponsored, contributed to, or required to be contributed to by Seller, or under which Seller has any material liability for premiums or benefits (as listed on Section 4.16(a) of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) Each Benefit Plan and related trust complies in all material respects with all applicable Laws (including ERISA and the Code). Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Benefit Plan**") has received a favorable determination letter from the Internal Revenue Service that has not been revoked, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified.

(c) No Benefit Plan: (i) is subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; or (ii) is a "**multi-employer plan**" (as defined in Section 3(37) of ERISA). Seller has not: (A) withdrawn from any multi-employer plan under circumstances resulting (or expected to result) in liability; or (B) engaged in any transaction which would give rise to a liability under Section 4069 or Section 4212(c) of ERISA.

Except as required under Section 4980B of the Code or other applicable Law, no Benefit Plan that is subject to ERISA provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than

death benefits when termination occurs upon death). No Benefit Plan is a pension plan (as defined in Section 3(2) of ERISA) that is or was subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code.

(d) No Benefit Plan exists that would as a result of the execution of this Agreement (either alone or in combination with any other event): (i) entitle any Transferred Employee to any payment, forgiveness of indebtedness, vesting, distribution, or increase in benefits or compensation under or with respect to any Benefit Plan or otherwise, (ii) accelerate the vesting of or provide any additional rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any Transferred Employee, (iii) trigger any obligation to fund any Benefit Plan, (iv) result in any "disqualified individual" with respect to Seller receiving any "excess parachute payment" (as each such term is defined in Section 280G of the Code), determined without regard to any arrangements that may be implemented by, or at the direction of, Buyer or any of its Affiliates or (v) give rise to any "excess parachute payment" as defined in Section 280G(b)(1).

Section 4.17 Employment Matters.

(a) Section 4.17(a) of the Disclosure Schedules sets forth as of the date hereof a list of the names of each Transferred Employee, together with their (i) title or job classification, (ii) overtime exempt or non-exempt classification (as applicable), (iii) work location, (iv) employing entity, (v) current annual salary and target annual cash bonus and commissions for 2025, if any, or hourly wage rate, (vi) leave status (including type of leave and anticipated return date, if known), (vii) vacation/PTO balance, if applicable, (viii) full-time or part-time status and (ix) cash-based incentive arrangements, as applicable. None of such Persons has an employment Contract with any Seller which is not terminable on notice by Seller of thirty (30) days or less without cost or other liability to Seller. As of the date hereof, all Business Employees are employed by Seller, and no such individuals are employed by any Affiliate of Seller. As of the date hereof, no Transferred Employee has advised Seller that he or she intends to terminate employment with Seller other than in the context of joining Buyer in connection with the transactions contemplated by this Agreement and the other Transaction Documents. Since the Lookback Date, there have been no employment related Actions, suits, claims, investigations or other legal Proceedings pending or threatened in writing (or, to Seller's Knowledge, orally) by or between (x) Seller or its Affiliates and (y) any Transferred Employee.

(b) Section 4.17(b) of the Disclosure Schedules sets forth a list as of the date of this Agreement, separately by company and location, of the names of all individuals who perform services for the Business at an annualized rate in excess of \$50,000 per year as a consultant or an independent contractor. Seller represents that it has paid all of its employees, consultants, and independent contractors for all hours worked, including commissions, overtime, or other wages due, along with related Taxes (or have appropriately accrued for such amounts).

Seller is not a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of the Transferred Employees. Since the Balance Sheet Date, there has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting Seller or any of the Transferred Employees.

(c) Each Person who provides services to the Business (i) is properly classified with respect to employment status for all purposes, including employment, labor and wage and hour compliance and Tax purposes, and (ii) who is classified and treated as an independent contractor, consultant or in a similar capacity qualifies as an independent contractor and not as an employee under applicable Law.

(d) No Transferred Employee is in violation of any term of any employment agreement, non-competition agreement or any restrictive covenant to a former employer relating to the right of any such Transferred Employee to be employed by Seller or any of its Affiliates.

(e) Seller is in compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to the Transferred Employees, including but not limited to provisions relating to wages, overtime, expenses, sick time, leaves, contributions, classification of contractors and employees, reductions in force, hours, meal and rest periods, equal opportunity Laws, collective bargaining and the payment of social security and other Taxes, except to the extent non-compliance would not result in a Material Adverse Effect.

(f) Seller has made available to Buyer a true and complete copy of each employee handbook that applies to the Transferred Employees and all other material policies, if any, applicable to any Transferred Employee or independent contractor performing services with respect to the Business, including any remote work or return-to-work policies or plans.

Section 4.18 Taxes.

(a) Seller and its Affiliates have timely filed (taking into account any valid extensions) all income and all other material Tax Returns, in each case, with respect to the Business, the Purchased Assets, or the Assumed Liabilities, all such Tax Returns are true, correct and complete in all material respects, and all Taxes (whether or not shown on any Tax Return) required to be paid with respect to the Purchased Assets, the Assumed Liabilities, and the Business, including all Taxes required to be withheld or collected from amounts paid or payable to or from employees, creditors, customers and other third parties, have been timely paid in full. No statute of limitations for any Taxes with respect to the Purchased Assets, the Assumed Liabilities and the Business has been waived, no extension of time for filing any Tax Return with respect to the Purchased Assets, the Assumed Liabilities, and the Business has been sought or received, and no extension of time with respect to any Tax assessment or deficiency with respect to the Purchased Assets, the Assumed Liabilities and the Business has been sought or received.

(b) There are no liens for Taxes upon any of the Purchased Assets, other than for liens for Taxes described in clause (a) of the definition of Permitted Encumbrances.

(c) No power of attorney is currently in effect with respect to the Business or the Purchased Assets.

The Purchased Assets do not include any stock or other ownership interests for U.S. federal income tax purposes in any corporations, partnerships, joint ventures, limited liability companies, business trusts, or other entities.

(d) No tax examination, assessment, audit or other proceeding or action in respect of Taxes with respect to the Purchased Assets, the Assumed Liabilities or the Business is in progress, pending, threatened in writing or, to Seller's Knowledge, contemplated. There is no Tax deficiency outstanding, assessed or proposed with respect to the Purchased Assets, the Assumed Liabilities or the Business.

(e) No claim has been received from any Governmental Authority in a jurisdiction in which Tax Returns of a certain type with respect to the Purchased Assets or the Assumed Liabilities are not filed asserting or proposing that Tax Returns of such type are required to be filed in such jurisdiction with respect to the Purchased Assets or the Assumed Liabilities.

(f) Neither the Business, nor Seller in connection with the Business, has sought, entered into or otherwise received the benefit of any Tax exemption, Tax holiday or other Tax reduction Contract or order.

Section 4.19 Brokers. Except for Houlihan Lokey Capital, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 4.20 Customers and Suppliers. Section 4.20(i) of the Disclosure Schedules contains a true, complete and accurate list of (i) the ten (10) largest customers (consolidating into a single customer all affiliated customers) of the Business by the aggregate dollar value of sales by Seller and its Affiliates, taken as a whole, during the twelve (12)-month period ended August 31, 2024 and August 31, 2025 (a "**Material Customer**"), and (ii) with respect to each Material Customer, the aggregate dollar value of such sales. Section 4.20(ii) of the Disclosure Schedules contains a true, complete and accurate list of (i) the ten (10) largest suppliers (consolidating into a single customer all affiliated suppliers) of the Business by the aggregate dollar value of purchases by Seller and its Affiliates, taken as a whole, during the twelve (12)-month period ended August 31, 2024 and August 31, 2025 (a "**Material Suppliers**"), and (ii) with respect to each Material Supplier, the aggregate dollar spend of such purchases. Seller has not received notice that any Material Customer or any Material Supplier has or intends to terminate or materially adversely modify the amount, frequency or terms of the business such Material Customer or Material Supplier conducts with the Business. There are no outstanding material disputes with any Material Customer or Material Supplier.

Section 4.21 No Unlawful Payments; FCPA. Neither Seller nor any director or officer of Seller, nor any employee, agent, controlled Affiliate or other Person acting on behalf of Seller, in the operation of the Business, (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (b) made any direct or indirect unlawful payment to any government official or employee, (c) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, (d) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom or (e) made, offered or taken an act in furtherance of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. Seller has instituted and maintains policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption Laws.

Section 4.22 Compliance with Money Laundering Laws. The operations of Seller of the Business are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where Seller operates the Business, the applicable rules and regulations thereunder and any applicable related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “*Money Laundering Laws*”) and no action, suit or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Seller with respect to any applicable Money Laundering Laws is pending or threatened in writing (or, to the Knowledge of Seller, orally).

Section 4.23 No Conflicts with Sanctions Laws. Neither Seller nor any director, officer, agent or employee of Seller is or has been subject to any trade and economic sanctions administered or imposed by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, or the United Kingdom (including sanctions administered or controlled by Her Majesty’s Treasury) (collectively, “*Sanctions*” and such Persons, “*Sanctioned Persons*”) in connection with the operation of the Business. Neither Seller nor, to the Knowledge of Seller, any director, officer, agent or employee of Seller, is a Person that is, or is controlled by a Person that is or has been (a) the subject of any comprehensive Sanctions, or (b) located, organized or resident in a country or territory that is, or whose government is, the subject of comprehensive Sanctions that broadly prohibit dealings with that country or territory (collectively, the “*Sanctioned Countries*”), in each case only to the extent that dealings with such Persons are prohibited pursuant to applicable Sanctions. Seller is not, and has not been, engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country in connection with the operation of the Business, only to the extent that dealings with such Sanctioned Persons is prohibited pursuant to applicable Sanctions.

Section 4.24 Accredited Investor Status. Seller is an “accredited investor” within the meaning of Rule 501 under the Securities Act.

Section 4.25 Acquisition of Parent Stock.

(a) Seller is acquiring the Parent Stock for its own account, for investment purposes only and not with a view towards, or for resale in connection with, any public sale or distribution thereof in any manner that would violate the registration requirements of the Securities Act.

Seller has been furnished with all materials relating to the business, finances and operations of Parent and materials relating to the offer and sale of the Parent Stock which have been requested by Seller. Seller has been afforded the opportunity to ask questions of the executive officers and directors of Parent. Seller understands that its investment in the Parent Stock involves a high degree of risk and it has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to the acquisition of the Parent Stock.

(b) Seller has such knowledge and experience in financial and business matters, knowledge of the high degree of risk associated with investments in the securities of companies such as Parent, is capable of evaluating the merits and risks of an investment in the Parent Stock and is able to bear the economic risk of an investment in the Parent Stock in the amount contemplated hereunder for an indefinite period of time and can afford a complete loss of its investment in the Parent Stock.

Section 4.26 Exclusivity of Representations and Warranties. Except for the representations and warranties contained in this Article IV (including the related portions of the Disclosure Schedules), neither Seller nor any other Person on behalf of Seller has made, nor are any of them making, any express or implied representation or warranty, either written or oral, at law or in equity, on behalf or in respect of Seller or the Purchased Assets, including (a) any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives (including any information, documents or material made available to Buyer in the Data Room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business, (b) any representation or warranty with respect to merchantability or fitness for any particular purpose or (c) any representation or warranty arising from statute or otherwise in law. Any such representations or warranties are hereby expressly disclaimed.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and Parent represent and warrant to Seller as follows:

Section 5.01 Organization of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware.

Section 5.02 Authority of Buyer. Buyer and Parent each has all necessary corporate power and authority to, and has taken all action necessary, to (i) execute, deliver and perform this Agreement and the other Transaction Documents to which Buyer or Parent is, or will be, a party, (ii) carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Buyer or Parent of this Agreement and any other Transaction Document to which Buyer or Parent is a party or will be a party, the performance by Buyer or Parent of its obligations hereunder and thereunder and the consummation by Buyer and Parent of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and Parent, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer and Parent enforceable against Buyer and Parent in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity). When each other Transaction Document to which Buyer or Parent is or will be a party has been duly executed and delivered by Buyer or Parent, as applicable (assuming due authorization, execution and delivery by each other

party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer and Parent enforceable against each of Buyer and Parent in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity).

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer and Parent of this Agreement and the other Transaction Documents to which it is, or will be, a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of any provision of the certificate of incorporation or by-laws (or similar governing documents) of Buyer or Parent; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer or Parent; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any material agreement to which Buyer or Parent is a party, except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on Buyer's or Parent's ability to consummate the transactions contemplated hereby. Except as contemplated by Section 7.02, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer or Parent in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, other than those consents, approvals, Permits, Governmental Orders, declarations, filings, or notices, the absence of which would not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and thereby.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer or Parent.

Section 5.05 Sufficiency of Funds. Buyer has at the time of the Closing such immediately available funds as are necessary to pay the Purchase Price at Closing and consummate the transactions contemplated by this Agreement.

Section 5.06 Solvency. Assuming that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects and immediately after giving effect to the transactions contemplated hereby, Buyer shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) be solvent and shall have adequate capital to carry on its business. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become mature and due.

Section 5.07 Legal Proceedings. There are no actions, suits, claims, investigations or other legal Proceedings pending or, to Buyer's or Parent's knowledge, threatened against or by Buyer or Parent or any Affiliate of Buyer or Parent, in each case, that would reasonably be

expected to materially impair or materially delay Buyer's or Parent's ability to perform its obligations under this Agreement or consummate the transactions contemplated by this Agreement.

Section 5.08 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business, the Purchased Assets, results of operations, prospects, and condition (financial or otherwise) of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations, warranties, covenants and other obligations of Seller set forth in this Agreement and the other Transaction Documents (including the Disclosure Schedules) and disclaims reliance on any other representations and warranties, of any kind or nature, express or implied (including, but not limited to, any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Business or the Purchased Assets); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement or the accuracy or completeness of any information regarding Seller, the Business, the Purchased Assets or this Agreement furnished or made available to Buyer and its representatives, except as expressly set forth in this Agreement and the other Transaction Documents (including the Disclosure Schedules). In connection with the due diligence investigation of Seller by Buyer and its Affiliates, stockholders, directors, officers, employees, agents, representatives or advisors, Buyer and its Affiliates, stockholders, directors, officers, employees, agents, representatives and advisors have received and may continue to receive after the date hereof from Seller and its Affiliates, stockholders, directors, officers, employees, consultants, agents, representatives and advisors certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding Seller, the Business and the Purchased Assets. Buyer hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that, except with respect to any representations, warranties, covenants and other obligations of Seller in this Agreement or the other Transaction Documents, Buyer will have no claim against Seller, or any of its Affiliates, stockholders, directors, officers, employees, consultants, agents, representatives or advisors, or any other Person, with respect thereto, including as to the accuracy or completeness of any information provided. Accordingly, Buyer hereby acknowledges and agrees that, except for the representations and warranties, of Seller expressly set forth in this Agreement or the other Transaction Documents, (including the Disclosure Schedules), neither Seller, nor any of its Affiliates, stockholders, directors, officers, employees, consultants, agents, representatives or advisors has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans.

(i) except as required under Law or existing obligations: (a) adopt or amend any material Benefit Plan as it relates to the Business or the Purchased Assets; (b) enter into any employment contract with a Transferred Employee (except for hires of open positions in the ordinary course of business in accordance with past practice that provide for (i) compensation and benefit levels consistent with such positions and (ii) termination at will without severance or penalty); or (c) increase the salaries, severance, wage rates or fringe benefits of, or pay any bonus or other compensation to, Transferred Employees;

(j) abandon, waive, cease to prosecute or maintain, permit the lapse of or otherwise terminate or dispose of any right relating to any Intellectual Property Asset or any other intangible asset used or held for use in connection with the Business;

(k) fail to comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets;

(l) enter into any lease, sublease, license or other occupancy agreement with respect to any real property primarily related to the Business;

(m) make any capital expenditures or commitments for capital expenditures exclusively related to the Business in excess of \$50,000, other than the purchase of supplies in the ordinary course of business and consistent with past practices;

(n) waive any material right exclusively related to the Business, except, with respect to any trade payables, in the ordinary course of business consistent with past practice;

(o) commence or settle any Action relating to the Business, the Purchased Assets or the Assumed Liabilities;

(p) modify any privacy policy or the operation or security of any IT assets used in its business, except as required by applicable Law; and

(q) announce an intention to, enter into any formal or informal agreement, or otherwise commit to do any of the things described in the preceding clauses (a) through (q) of this Section 6.01.

Section 6.02 Access to Information. From the date hereof until the Closing, Seller shall

(a) afford Buyer and its Representatives reasonable access to and the right to inspect all of the Real Property, properties, assets, premises, Books and Records, Assigned Contracts and other documents and data related to the Business; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to cooperate with Buyer in its investigation of the Business; *provided, however*, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of Seller's personnel and in such a manner as not to unreasonably disrupt the conduct of the Business or any other business of Seller. All requests by Buyer for access pursuant to this Section 6.02 shall be submitted or directed exclusively to Seller or such other individuals as Seller may designate in writing from time to time. Notwithstanding anything to the contrary in this Agreement, Seller shall not be required to disclose any information to Buyer if such disclosure

would, as determined by Seller in its reasonable discretion and upon advice of counsel: (x) jeopardize any attorney-client or other privilege; or (y) contravene any applicable Law; *provided*, that (i) Seller shall inform Buyer if it or any of its Representatives is withholding any information pursuant to the foregoing provisions, and describe the information being so withheld and (ii) Seller shall use commercially reasonable efforts to provide extracts or summaries of such protected information or otherwise provide such protected information in a manner that would not jeopardize the applicable protection or contravene the applicable contract or Law. Prior to the Closing, without the prior written consent of Seller, which consent may be withheld, conditioned or delayed for any reason, Buyer shall not contact any suppliers to, or customers of, the Business regarding the transactions contemplated by this Agreement, and Buyer shall have no right to perform invasive or subsurface investigations of the Real Property; *provided, however*, that nothing herein shall restrict Buyer from contacting such suppliers or customers in the ordinary course of Buyer's or its Affiliates' businesses unrelated to the transactions contemplated by this Agreement. Any access or information provided pursuant to this Section 6.02 shall be subject to the terms of the Confidentiality Agreement.

Section 6.03 Employees and Employee Benefits.

(a) On or before the Closing Date, Buyer shall have or shall cause an Affiliate of Buyer to, offer employment effective on the Closing Date, to the Business Employees set forth on Schedule 6.03(a) (the "**Transferred Employees**").

(b) During the period commencing on the Closing Date and ending on the date which is twelve (12) months from the Closing (or if earlier, the date of the Transferred Employee's termination of employment with Buyer or an Affiliate of Buyer), Buyer shall, or shall cause an Affiliate of Buyer to, provide each Transferred Employee with: (i) base salary or hourly wages which are no less than the base salary or hourly wages set forth on Section 4.16(a) of the Disclosure Schedules; and (ii) (A) target bonus opportunities (excluding equity-based compensation); and (B) retirement and welfare benefits, in each case, that are no less favorable than those provided to similarly situated employees of Buyer or the applicable Affiliate of Buyer.

With respect to any employee benefit plan maintained by Buyer or an Affiliate of Buyer (collectively, "**Buyer Benefit Plans**") for the benefit of any Transferred Employee, effective as of the Closing, Buyer shall, or shall cause its Affiliate to, recognize all service of the Transferred Employees with Seller, as if such service were with Buyer, for all purposes; *provided, however*, that such service shall not be recognized to the extent that (x) such recognition would result in a duplication of benefits or (y) such service was not recognized under the corresponding Benefit Plan. Further, with respect to each Buyer Benefit Plan, in which any Transferred Employee will be eligible to participate effective as of the Closing, Buyer shall, or shall cause its applicable Affiliate(s) to, (i) waive all pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to such Transferred Employee under any such Buyer Benefit Plan in which such Transferred Employee may be eligible to participate on or after the Closing, except to the extent such pre-existing conditions, exclusions or waiting periods would apply under the analogous Benefit Plan; and (ii) provide each such Transferred Employee with credit for any payments made under any cost-sharing provisions prior to the Closing (to the same extent such credit was given under the analogous Benefit Plan prior to the Closing) in satisfying any applicable cost-sharing provisions.

in any Buyer Benefit Plan in which such Transferred Employee may be eligible to participate on or after the Closing.

(c) Effective as of the Closing, the Transferred Employees shall cease active participation in the Benefit Plans. Seller shall remain liable for all eligible claims for benefits under the Benefit Plans that are incurred by the Transferred Employees prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Transferred Employee participates.

(d) Buyer and Seller intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Transferred Employee who accepts an employment offer by Buyer that is consistent with the requirements of Section 6.03(b), including for purposes of any Benefit Plan that provides for separation, termination or severance benefits, and that each such Transferred Employee will have continuous employment immediately before and immediately after the Closing.

(e) The Seller shall pay to each Transferred Employee any accrued but unpaid vacation and paid time off for periods prior to the Closing, to be paid as soon as administratively practicable after the Closing or as required by applicable Law, but in no event later than thirty (30) Business Days after the Closing Date.

(f) This Section 6.03 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 6.03, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.03. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this Section 6.03 shall not create any right in any Business Employee or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever.

(g) Seller and Buyer shall follow the "standard procedure" for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (i) Seller shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and Taxes withheld by Seller in respect of such Transferred Employees' employment with Seller through the Closing Date, and (y) all other employees and former employees of Seller who are not Transferred Employees reflecting all wages paid and Taxes withheld by Seller, and (ii) Buyer (or one of its Affiliates) shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and Taxes withheld by Buyer (or one of its Affiliates) on and after the Closing Date.

Section 6.04 Consents. Without limiting Seller's obligations pursuant to Section 3.02(a)(viii), Seller and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, the third parties described in Section 4.03 of the Disclosure Schedules

that are not otherwise listed on Schedule II; *provided, however*, that (i) neither Seller nor Buyer shall be obligated to pay any consideration to any such third party, and (ii) any amendment, modification, or concession with any such third party shall require both Seller's and Buyer's prior written consent. Notwithstanding anything to the contrary in this Agreement, if consent to assignment is not obtained under the LA Lease or the Champaign Lease (each as defined in the Disclosure Schedules) on or prior to the Closing, then, effective as of the Closing, such LA Lease or the Champaign Lease, as applicable, shall be deemed an Excluded Asset for all purposes of this Agreement and shall be retained by and remain the sole asset of Seller, and shall not be transferred to Buyer at Closing (subject to any rights of the Buyer arising under the Transition Services Agreement).

Section 6.05 Confidentiality. The parties agree that (a) the Confidentiality Agreement shall not expire as a result of any of the parties thereto entering into this Agreement and shall instead continue in full force and effect until the Closing; (b) upon Closing, Buyer's confidentiality obligations under the Confidentiality Agreement with respect to confidential information relating specifically to the Business or the Purchased Assets shall terminate; and (c) if this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 6.05 shall nonetheless continue in full force and effect. Notwithstanding the foregoing, the parties agree that the Confidentiality Agreement shall not terminate upon Closing, and shall continue in full force and effect, with respect to confidential information to the extent not related to the Business or the Purchased Assets.

Section 6.06 Books and Records.

(a) For a period of seven (7) years after the Closing, Buyer shall:

(i) retain the Books and Records that are existing as of the Closing; and

(ii) upon reasonable advanced notice, afford Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, in such a manner so as to not unreasonably interfere with the normal operations of the business of Buyer or its Affiliates, to such Books and Records, to the extent that such access may be reasonably requested by Seller and its Affiliates solely to facilitate the preparation of financial statements, Tax records, Tax audits, the resolution of third-party Actions, and as otherwise required by Law.

(b) For a period of seven (7) years after the Closing, Seller shall:

(i) retain the books and records of Seller which relate to the Business and its operations for periods prior to the Closing; and

(ii) upon reasonable advanced notice, afford Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, in such a manner so as to not unreasonably interfere with the normal operations of the business of Seller or its Affiliates, to such books and records, to the extent that such access may be reasonably requested by Buyer and its Affiliates solely to facilitate the preparation of financial statements, Tax records, Tax audits, the resolution of third-party Actions, and as otherwise required by Law.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.06 where such access would (w) violate any obligation of confidentiality to a third party to which it is subject, (x) violate any Law, (y) jeopardize any attorney-client or other legal privilege or (z) involve information pertinent to any litigation or Action in which Buyer or any of its Affiliates, on the one hand, and Seller or any of its Affiliates, on the other hand, are then currently engaged as opposing parties (*provided, however*, that, with respect to the foregoing clauses (w) and (x), the parties and their Affiliates shall use commercially reasonable efforts to enter into alternative arrangements to provide the other party and its Affiliates with access to such information).

Section 6.07 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), in which case the party required to publish such press release or public announcement shall use reasonable efforts to provide the other party a reasonable opportunity to comment on such press release or public announcement in advance of such publication, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. This Section 6.07 shall not apply to disclosures by a party to its or its Affiliates' officers, directors, managers, partners, employees, attorneys, accountants, consultants, financial advisors, sources of financing, current or potential investors and other agents who need to know such information, it being understood that (i) such officers, directors, managers, partners, employees, attorneys, accountants, consultants, financial advisors, sources of financing, current or potential investors and other agents will be informed of the confidential nature of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby and will be directed to treat such information as confidential, and (ii) the party making such disclosure will be responsible for any failure of such officers, directors, managers, partners, employees, attorneys, accountants, consultants, financial advisors, sources of financing, current or potential investors and other agents to keep such information confidential.

Section 6.08 Transfer Taxes. (i) Buyer and Seller shall each be responsible for one half of the first \$200,000 in the aggregate of any transfer, documentary, sales, use, stamp, registration, excise, real property transfer, recordation, value added and other similar Taxes and all recording or filing fees, notarial fees and other similar costs (including any interest or additions thereto, penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) ("**Transfer Taxes**") and (ii) Seller shall be responsible for one hundred percent (100%) of the amount of any Transfer Taxes in excess of \$200,000 in the aggregate. The party customarily responsible under applicable Law shall file all necessary Tax Returns with respect to Transfer Taxes, and the non-preparing party shall cooperate in duly and properly preparing, executing, and filing any certificates or other documents required to be filed in connection with such Transfer Taxes.

Section 6.09 Apportionment of Taxes. All real property Taxes, personal property Taxes and other ad valorem Taxes and similar obligations levied with respect to the Business or the Purchased Assets for any Straddle Period shall be apportioned between Seller and Buyer as of the Closing based on the number of days of such Pre-Closing Tax Period and the number of days of

such taxable period after the Closing Date (with respect to any such taxable period, the “*Post-Closing Tax Period*”). Seller shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such Taxes that is attributable to the Post-Closing Tax Period. Seller shall pay to Buyer its ratable portion of any such Taxes no later than ten (10) Business Days prior to the date such amounts are due.

Section 6.10 Further Assurances; Wrong Pockets; Misdirected Mail; Refunds and Remittances.

(a) Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as the other party may reasonably request to carry out or evidence the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Without limiting the foregoing, upon the written request of Buyer, Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to cause third parties possessing any Purchased Assets to promptly deliver such Purchased Assets to Buyer. Buyer shall, and shall cause its Affiliates to, execute and deliver such further instruments of assumption and take such additional action as Seller may reasonably request to effect, consummate, confirm or evidence the transactions contemplated hereby, or to otherwise carry out the purposes of this Agreement.

(b) Without limiting the generality of the foregoing, if at any time following the Closing it becomes apparent that any Purchased Asset or Assumed Liability that should have been transferred to Buyer pursuant to this Agreement was not so transferred, or any asset unrelated to the Purchased Assets or any Excluded Liability was inadvertently transferred to Buyer, Seller shall, and shall cause its Affiliates to, or Buyer shall, and shall cause its Affiliates to, as applicable, in each case as promptly as practicable: (A) transfer all rights, title and interest in such asset or liability to Buyer or as Buyer may direct, or to Seller or as Seller may direct, as applicable, in each case for no additional consideration; and (B) hold its right, title and interest in and to such asset or liability in trust for the applicable transferee until such time as such transfer is completed.

(c) Effective upon the Closing Date, Buyer shall have the right to receive and open all mail, packages and other communications addressed to Seller, and Seller agrees to deliver promptly to Buyer any such mail, packages or other communications received directly or indirectly by Seller that relate to the Business, the Purchased Assets or the Assumed Liabilities. Buyer shall promptly deliver to Seller all mail, packages and other communications received by it that relates to Seller, but does not relate to the Business, the Purchased Assets or the Assumed Liabilities.

After the Closing, (i) if Seller or any of its Affiliates receive any funds or other amount that relates to a Purchased Asset or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement, Seller shall promptly remit, or shall cause to be remitted, such amount to Buyer to the extent relating to such Purchased Asset, and (ii) if Buyer or any of its Affiliates receive any funds or other amount that relates to an Excluded Asset or is otherwise properly due and owing to Seller or any of its Affiliates in accordance with the terms of this Agreement, Buyer shall promptly remit, or shall cause to be remitted, such amount to Seller to the extent relating to such Excluded Asset.

(d) Following the Closing, to the extent permitted by applicable Law, Seller shall, and shall cause its Affiliates to, on an ongoing basis, promptly provide Buyer with information relating to any requests by individuals to exercise their rights under applicable Privacy Laws, including but not limited to requests to: (i) opt out of the sale or sharing of Personal Data; (ii) opt out of the Processing of Personal Data for purposes of targeted advertising; and (iii) opt out of or limit the use or disclosure of “sensitive personal information” (as such term or any functionally equivalent term is defined under applicable Privacy Laws). Such information shall be provided in a manner and format sufficient to enable Buyer to comply with such requests in accordance with applicable Privacy Laws.

Section 6.11 Comingled Contracts.

(a) After the Closing and continuing through the 12-month anniversary of the Closing Date, Seller, on the one hand, and Buyer, on the other hand, shall, and shall cause their respective Affiliates to, cooperate with each other and shall use their commercially reasonable efforts to cause the Comingled Contracts to be replaced with separate Contracts (the “**Replacement Contracts**”) that provide that Buyer receives contract rights and obligations under the Replacement Contracts that are substantially similar to those contract rights and obligations under the Comingled Contracts utilized by Seller in the conduct of the Business prior to the Closing, and the terms of each Replacement Contract shall be on terms reasonably acceptable to Buyer and no Replacement Contract shall be entered into without the consent of Buyer.

(b) Buyer and Seller shall cooperate and promptly provide each other with reasonable assistance in effecting such separation of the Comingled Contracts for a period commencing on the Closing Date and continuing through the 12-month anniversary of the Closing Date. If a Comingled Contract exists after the Closing, then, until any such Comingled Contract is separated, to the extent permissible under Law and under the terms of such Comingled Contract, Buyer and Seller shall, or shall cause its Affiliates to, (i) assume and perform the Liabilities under such Comingled Contract relating to its business or the businesses of its Affiliates (and shall promptly reimburse the other party for any expenses relating thereto incurred by the other party or its Affiliates), (ii) hold in trust for the benefit of the other party, and shall promptly forward to the other party, any monies or other benefits received pursuant to such Comingled Contract relating to the business of the other party (or the business of its Affiliates) and (iii) use commercially reasonable efforts to institute alternative arrangements intended to put the parties in a substantially similar economic position as if such Comingled Contract were separated as described above; *provided*, that, notwithstanding the foregoing, following the Closing, (x) Buyer and its Affiliates, and Seller and its Affiliates, shall not renew, or permit the automatic renewal of, any Comingled Contract without the prior written consent of Seller or Buyer, as applicable, and, if any such Comingled Contract is scheduled to expire, Seller shall notify Buyer reasonably in advance of such expiration and obtain Buyer’s direction regarding renewal, and (y) Buyer and its Affiliates, and Seller and its Affiliates, shall not terminate or cancel any Comingled Contract without the prior written consent of Seller or Buyer, as applicable.

With respect to Liabilities under or resulting from a given Comingled Contract, such Liabilities shall, unless otherwise allocated pursuant to this Agreement, be allocated from time to time between Seller, on the one hand, and Buyer, on the other hand, as the case may be, based on the relative proportions of total benefits received (to the extent the Liabilities relate

to a specific period, over such period, and otherwise over the term of such Comingled Contract, measured up to the date of the allocation, without duplication) by Seller, on the one hand, or Buyer, on the other hand, under such Comingled Contract. Notwithstanding the foregoing, each party shall be solely responsible for any and all Liabilities to the extent arising out of or relating to such party's (or its Affiliates') breach of such Comingled Contract. Buyer shall promptly reimburse Seller for any such Liabilities in respect of such Comingled Contract that are the responsibility of Buyer under this Section 6.11.

Section 6.12 Insurance.

(a) From and after the Closing, until the sixth (6th) anniversary thereof, and solely to the extent permitted under (i) the terms and conditions of all applicable insurance policies and (ii) applicable Laws, notwithstanding anything to the contrary in this Agreement, (a) Buyer and Seller shall be entitled to seek from the applicable insurers the benefit of coverage under any of Seller's insurance policies in effect at or before Closing that are occurrence-based (excluding any "claims-made" policies and all self-insurance programs) with respect to the Business, the Purchased Assets or the Assumed Liabilities to the extent arising out of or relating to acts, facts, occurrences, circumstances or omissions occurring prior to the Closing ("**Pre-Closing Occurrences**"), (b) with respect to claims that are known by Seller prior to the Closing or pending prior to the Closing and arising from Pre-Closing Occurrences under any Claims-Based Policies, after the Closing, Buyer shall be entitled to seek from the applicable insurers the benefit of coverage under any of Seller's insurance policies that are claims-made insurance policies ("**Claims-Based Policies**"), and in each case under the foregoing clauses (a) and (b), Seller hereby authorizes Buyer to make claims in respect of such Pre-Closing Occurrences (such claims, "**Permitted Insurance Claims**") to the applicable insurance providers to the extent permitted under such insurance policies, and where not permitted, agree, upon receipt of a written request by Buyer, to make such Permitted Insurance Claim on Buyer's behalf as promptly as reasonably practicable following such time as Seller receives the information necessary to make such claim.

(b) With respect to any Permitted Insurance Claims duly made pursuant to Section 6.12(a), (i) if Buyer is submitting any such claim, Buyer shall provide Seller with reasonable advance notice prior to making such claim, (ii) Buyer shall, and shall cause its Affiliates to, comply with the terms of the applicable insurance policy, (iii) if Seller or its Affiliates receives any payments in respect of any such claim, they shall pay, or cause to be paid, such payment to Buyer, and (iv) any reasonable and documented out-of-pocket costs or expenses incurred in connection with the making of such claim (including costs or expenses reasonably incurred by Seller) shall be the sole and exclusive responsibility of Buyer.

Section 6.13 Non-Competition; Non-Solicitation.

(a) For a period of five (5) years following the Closing, Seller shall not, and shall cause its Affiliates not to, directly or indirectly through any person, entity or contractual arrangement:

engage in any business anywhere in the world that manufactures, produces or supplies products or services that are competitive with the kind manufactured, produced, provided or supplied by the Business at the Closing ("**Competing Business**"),

or perform management, executive or supervisory functions with respect to, own, operate, join, control, render financial assistance to, receive any economic benefit from, exert any influence upon, participate in, render services or advice to any Person engaged in a Competing Business, in each case with respect to the Competing Business;

(i) solicit, recruit or hire any person who at any time on or after the date of this Agreement is a Transferred Employee; *provided*, that the foregoing shall not prohibit (A) a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at Transferred Employee (*provided*, that such publication is not undertaken as a means to circumvent the restrictions contained in this Section 6.13(a)(ii), or to otherwise conceal a breach of this Section 6.13(a)(ii) and the relevant Transferred Employee responded to such advertisement on their own accord, without any prompting or involvement from Seller or its Affiliates) or (B) Seller or any of its Affiliates from soliciting, recruiting or hiring any Transferred Employee who has ceased to be employed or retained by Buyer or any of its Affiliates for at least twelve (12) months;

(ii) solicit Competing Business from any customer of Seller, Buyer or any of their Affiliates (a "**Customer**") or refer Competing Business from any Customer to any enterprise or business or be paid commissions based on Competing Business sales received from any Customer by any enterprise or business; *provided*, that the foregoing shall not prohibit any referral of business by Seller to Buyer (for the avoidance of doubt, nothing in this Section 6.13(a)(iii) shall in any way restrict Seller with respect to non-Competing Business); or

(iii) disparage Buyer or any of its Affiliates in any way that could adversely affect the goodwill, reputation or business relationships of the Business, Buyer or any of its Affiliates with the public generally, or with any of their customers, suppliers or employees.

(b) In the event of a merger, consolidation or sale of substantially all of Seller's business (a "**Seller Change in Control**"), the restrictions set forth in Section 6.13(a)(i) and (iii) shall not apply to any Competing Business of the third party that is the acquirer in such Seller Change in Control or to any Competing Business of the Affiliates of such third party (other than Seller and its pre-existing controlled Affiliates) (collectively, the "**Acquiring Parties**") that exist prior to the closing of such Seller Change in Control ("**Pre-Existing Competing Business**"), *provided*, that none of Buyer's confidential information is used by such Acquiring Parties in connection with the Pre-Existing Competing Business other than as authorized in writing, directly or indirectly, by Buyer or any of its Affiliates.

(c) Seller acknowledges that the covenants of Seller set forth in this Section

6.13 are an essential element of this Agreement and that any breach by Seller of any provision of this Section 6.13 will result in irreparable injury to Buyer. Seller acknowledges that in the event of such a breach, in addition to all other remedies available at law, Buyer shall be entitled to equitable relief, including injunctive relief, and an equitable accounting of all earnings, profits or other benefits arising therefrom, as well as such other damages as may be appropriate. Seller has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 6.13 are reasonable and proper to protect the legitimate interest of Buyer.

(d) If a court of competent jurisdiction determines that the character, duration or geographical scope of the provisions of this Section 6.13 are unreasonable, it is the intention and the agreement of the parties that these provisions shall be construed by the court in such a manner as to impose only those restrictions on Seller's conduct that are reasonable in light of the circumstances and as are necessary to assure to Buyer the benefits of this Agreement. If, in any Action, a court shall refuse to enforce all of the separate covenants of this Section 6.13 because taken together they are more extensive than necessary to assure to Buyer the intended benefits of this Agreement, it is expressly understood and agreed by the parties that the provisions hereof that, if eliminated, would permit the remaining separate provisions to be enforced in such Action, shall be deemed eliminated, for the purposes of such Action, from this Agreement.

Section 6.14 Apportionment of Revenue; Accounts Receivable.

(a) **Apportionment of Revenue.**

(i) Buyer and Seller shall cooperate in preparing and delivering invoices to all third parties to which Business Revenue for the month in which the Closing occurs (the "**Closing Month**") is applicable in accordance with the historical policies and practices of the Business. Business Revenue for the Closing Month shall be apportioned between Seller and Buyer on a pro-rata time basis by reference to, for Seller, the number of days in such Closing Month before and including the Closing Date and, for Buyer, the number of days in such Closing Month after, but excluding, the Closing Date, except where particular receipts clearly relate to periods before or after the Closing Date, in which case such receipts shall be allocated accordingly. In the event that, subsequent to the Closing, Buyer or an Affiliate of Buyer receives any payments from any obligor with respect to Seller Business Revenue, then Buyer shall, within thirty (30) days of receipt of such payment, remit the full amount of such payment to Seller. In the event that, subsequent to the Closing, Seller or any of its Affiliates receive any payments from any obligor with respect to Buyer Business Revenue, then Seller shall, within thirty (30) days of receipt of such payment, remit the full amount of such payment to Buyer.

(ii) In connection with the apportionment of the Business Revenue, Buyer will provide to Seller a written report setting forth in reasonable detail Buyer's good faith calculation of the Business Revenue, Buyer Business Revenue and Seller Business Revenue attributable to each third party arising from the operation of the Business during the Closing Month, together with reasonable supporting evidence and details underlying such calculations, within thirty (30) days after the last day of the Closing Month, and Buyer shall respond as soon as reasonably practicable to follow-up inquiries by Seller regarding the information provided by or on behalf of Buyer in such report.

Accounts Receivable. The parties acknowledge and agree that all Accounts Receivable outstanding on the Closing Date shall remain the property of Seller or its Affiliates and shall be collected by Seller or its Affiliates subsequent to the Closing. In the event that, subsequent to the Closing, Buyer or an Affiliate of Buyer receives any payments from any obligor with respect to an Account Receivable, then Buyer shall, within thirty (30) days of receipt of such payment, remit the full amount of such payment to Seller. In the event that, subsequent to the Closing, Seller or any of its Affiliates receive any payments from any obligor with respect to an account receivable owed by a third party to Buyer or any of its Affiliates arising from operation of the Business after

the Closing Date, then Seller shall, within thirty (30) days of receipt of such payment, remit the full amount of such payment to Buyer. In the case of the receipt by Seller of any payment from any obligor of both Seller and Buyer, then, unless otherwise specified by such obligor, such payment shall be applied first to amounts owed to Seller with the excess, if any, remitted to Buyer.

Section 6.15 Seller Waiver and Release.

(a) Effective as of the Closing, Seller, on Seller's own behalf and on behalf of Seller's past and present Affiliates, agents, attorneys, administrators, heirs, executors, spouses, trustees, beneficiaries, representatives, successors and assigns claiming by or through Seller (each, a "***Seller Releasing Party***"), hereby absolutely, unconditionally and irrevocably releases and forever discharges Buyer and its Affiliates and each of Buyer's and its Affiliates' past and present directors, managers, members, shareholders, officers, employees, agents, attorneys, representatives, successors and assigns, from any and all claims (including any derivative claim on behalf of any Person), Actions, causes of action, suits, arbitrations, proceedings, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, fees, expenses, judgments, executions, indemnification rights, claims and demands arising out, relating to, against or in any way connected with the Business or the Purchased Assets arising prior to the Closing, whether or not relating to claims pending on, or asserted after, the Closing Date; *provided, however*, that the foregoing release does not extend to, include, restrict or limit in any way any claims, rights or remedies under this Agreement or any of the Transaction Documents. Effective as of the Closing, the Seller Releasing Parties expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims referenced in the foregoing release. Without limiting the generality of the foregoing, each Seller Releasing Party waives all rights under, and acknowledges and agrees that it has read and understands and has been fully advised by its attorneys as to the contents of, Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) Each Seller Releasing Party understands the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this Agreement. Each Seller Releasing Party acknowledges that Buyer will be relying on the waiver and release provided in this Section 6.15 in connection with entering into this Agreement and that this Section 6.15 is intended for the benefit of, and to grant third-party rights to Buyer and its Affiliates to enforce this Section 6.15.

Section 6.16 Release of Encumbrances. In connection with the Closing, Seller shall provide Buyer with releases, termination statements or satisfactions, as applicable, as to all Encumbrances on the Purchased Assets (other than Permitted Encumbrances).

Section 6.17 Notification of Certain Events.

ARTICLE VII
AGREEMENTS PERTAINING TO THE PARENT STOCK

Parent's receipt of a completed Investor Questionnaire (and in any event, within three (3) Business Days of receipt of such Investor Questionnaire) acceptable to Parent in its sole discretion, and, if not declared effective immediately upon filing, use commercially reasonable efforts to cause to be declared effective as soon as reasonable practicable after filing, a shelf registration statement on Form S-3 (including any amendments or supplements, the "**Registration Statement**") and the prospectus (including any amendments or supplements, the "**Prospectus**") forming part of the Registration Statement in compliance with Rule 415 under the Securities Act covering the resale on a continuous basis of all of the Registrable Securities. Such Registration Statement shall be an "automatic resale registration statement" as defined pursuant to Rule 462(c) if Parent so qualifies. For so long as Registrable Securities remain Registrable Securities, Parent shall use commercially reasonable efforts to prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement or such supplements to the Prospectus, as may be reasonably requested by Seller or as may be required by the rules, regulations or instructions applicable to the Registration Statement or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective. Notwithstanding the foregoing, upon giving written notice to Seller (which notice shall not disclose to Seller any material non-public information), Parent shall be entitled to delay or suspend the filing or effectiveness of any Registration Statement or any amendment thereto or suspend Seller's use of any Prospectus or any supplement thereto if Parent determines in good faith in its sole discretion that the filing or maintenance of a Registration Statement would, if not so deferred, (a) require Parent to disclose material information that would not otherwise be required to be disclosed at that time, (b) adversely interfere with, or jeopardize the success of, any material financing, acquisition, corporate reorganization or merger or other material transaction or event involving Parent or (c) otherwise have a material adverse effect on Parent; *provided* that Parent may not delay the filing or effectiveness of, or suspend, any Registration Statement for longer than ninety (90) consecutive calendar days or in excess of one hundred and twenty (120) days in any consecutive 12-month period.

Section 7.03 Information Requirements. As a condition to its obligations under Section 7.02, Parent may require Seller, as a holder of Registrable Securities as to which any registration is being effected, to (i) furnish Parent with such information regarding Seller that is necessary to satisfy the disclosure requirements relating to the registration and the distribution of such securities under the Securities Act and the rules and regulations promulgated thereunder as Parent may from time to time reasonably request in writing and (ii) promptly notify Parent in writing of any changes in the information set forth in the applicable Registration Statement after it is prepared regarding Seller as a holder of Registrable Securities. None of the information supplied (or to be supplied) by or on behalf of any of Seller as a holder of Registrable Securities for inclusion or incorporation by reference in the applicable Registration Statement or Prospectus will, at the time the Registration Statement is declared effective under the Securities Act (or with respect to any post effective amendments or supplements thereto, at the time such post-effective amendments or supplements become effective under the Securities Act), contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading. For the purposes of this Section 7.03, a "holder of Registrable Securities" refers solely to a holder of Registrable Securities as of or following the Closing Date. Any information required by Buyer under this Section 7.03 shall be delivered by from Seller within five (5) days after the

date hereof in order to ensure compliance with the required filing requirements set forth under Section 7.02.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.03 of the Disclosure Schedules and Buyer shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to on Schedule 6.04, in each case, in form and substance reasonably satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.

Section 8.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller in Section 4.01 (*Organization and Qualification of Seller*), Section 4.02 (*Authority of Seller*), Section 4.09 (*Sufficiency of Assets*) and Section 4.19 (*Brokers*) (collectively, the “***Seller Fundamental Representations***”) shall be true and correct in all but de minimis respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date). The other representations and warranties of Seller set forth Article IV shall be true and correct (without giving effect to any limitation as to “materiality” or Material Adverse Effect set forth therein) as of the date of this Agreement and of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect.

Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

- (e) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, (i) certifying that each of the conditions set forth in Section 8.02(a), Section 8.02(b), Section 8.02(d) and Section 8.02(e) have been satisfied, and (ii) certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby (the “*Seller Closing Certificate*”).

(a) Section 5.01 (*Organization of Buyer*), Section 5.02 (Authority of Buyer) and Section 5.04 (*Brokers*) (collectively, the “**Buyer Fundamental Representations**”) shall be true and correct in all but de minimis respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date). The other representations and warranties of Buyer set forth Article V shall be true and correct (without giving effect to any limitation as to “materiality” or “material adverse effect” set forth therein) as of the date of this Agreement and of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a material adverse effect on Buyer’s ability to consummate the transactions contemplated hereby.

Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

- (b) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents set forth in Section 3.02(b).
- (c) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, certifying that each of the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied, (the “*Buyer Closing Certificate*”).

ARTICLE IX TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and Seller breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform would give rise to the failure of a condition specified in Section 8.01 or Section 8.02 and such breach, inaccuracy or failure cannot be cured by Seller on or prior to the date that is sixty (60) days following the date of this Agreement (the "**Outside Date**");

(ii) any of the conditions set forth in Section 8.01 or Section 8.02 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

[illegible]

- (c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and Buyer breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform would give rise to the failure of a condition set forth in Section 8.01 or Section 8.03 and such breach, inaccuracy or failure cannot be cured by Buyer by the Outside Date; or

(ii) any of the conditions set forth in Section 8.01 or Section 8.03 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing; or

by Buyer or Seller in the event that:

- (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or
- (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) Section 6.05, Section 6.07, this Article IX and Article X hereof shall survive and remain in full force and effect and the parties shall remain bound by and continue to be subject to the provisions thereof; and
- (b) that nothing in this Agreement shall relieve any party hereto from liability for any willful breach of any provision hereof where such breach was the proximate cause of the termination.

ARTICLE X MISCELLANEOUS

Section 10.01 Survival. Buyer and Seller, intending to modify any applicable statute of limitations, agree that all representations and warranties in this Agreement shall terminate effective as of the Closing and shall not survive the Closing for any purpose, and thereafter, such that no Proceeding or claim for breach of any such representation or warranty may be brought with respect thereto after the Closing, and there shall be no Liability on the part of either Buyer or Seller or any of their respective Affiliates in respect thereof; *provided, however*, that, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement or in any Transaction Documents shall limit, release, or be deemed to be a waiver of any claims or rights in the event of actual and intentional fraud in the making of the representations and warranties contained in this Agreement or any other Transaction Document. Unless otherwise indicated, the covenants and agreements set forth in this Agreement which by their terms are required to be performed after the Closing shall survive the Closing in accordance with their terms until they have been performed or satisfied, and if no term is specified, then for the applicable statute of limitations, and nothing in this Section 10.01 will be deemed to limit any right or remedy of any Person for breach of any such surviving covenant or agreement (with it being understood that nothing herein will limit or affect Buyer's Liability for the failure to pay any amounts payable by it (in whole or in part) as and when required by this Agreement).

Section 10.02 Expenses. Except as otherwise expressly provided herein (including Section 6.08 hereof), all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.03):

If to Seller:

675 Ponce de Leon Ave NE Suite 4100
Atlanta, GA 30308
Email: legalnotices@cardlytics.com Attention: Legal Department

with a copy to: Cooley LLP
500 Boylston Street, 14th Floor Boston, MA 02116-3736
Attention: Miguel J. Vega Email: mvega@cooley.com

If to Buyer: PAR Technology Corporation 8383 Seneca Turnpike
New Hartford, New York 13413
Attention: Cathy King, Chief Legal Officer and Corporate Secretary Email: cathy_king@partech.com

Gibson, Dunn & Crutcher LLP 200 Park Avenue
New York, NY 10166 Attention: Christopher Lang Email: clang@gibsondunn.com

with a copy to:

Section 10.04 Interpretation. For purposes of this Agreement, (a) the words “*include*,” “*includes*,” “*including*” and words of similar import shall be deemed to be followed by the words “*without limitation*”; (b) the word “*or*” is not exclusive; and (c) the words “*herein*,” “*hereof*,” “*hereby*,” “*hereto*” and “*hereunder*” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this

Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.06 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.07 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.08 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that

waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.11 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE COUNTY OF NEW CASTLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11(c).

Section 10.12 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof

or were otherwise breached and that any breach of this Agreement would not be adequately compensated by monetary damages. The parties acknowledge and agree that the parties shall be entitled, without posting a bond or similar indemnity, to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court as specified in Section 10.11, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.13 Time of Essence. Each of the parties hereto hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 10.14 Disclosure Schedule. The Disclosure Schedules will be arranged to correspond to the representations and warranties in Article IV of this Agreement, and the disclosure in any portion of the Disclosure Schedules shall qualify the corresponding provision in Article IV and any other provision of Article IV to which it is reasonably apparent on its face from such disclosure that such disclosure relates. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication to any third party that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. The information set forth in the Disclosure Schedules is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

Section 10.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.16 Non-recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal Proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal Proceeding based on, in respect of or by reason of the transactions contemplated hereby. Nothing contained in this Agreement shall limit any claims or rights in the event of actual and intentional fraud in the making of the representations and warranties contained in this Agreement or any other Transaction Document.

Section 10.17 No Other Representations; Non-Reliance of Seller. Seller acknowledges and agrees that, on behalf of itself and its Affiliates, (a) except for the representations and warranties expressly set forth in Article V or in any certificate delivered by or on behalf of Buyer pursuant to this Agreement, neither Parent nor Buyer nor any of their respective Representatives or any other Person makes, or has made, any representation or warranty, whether written or oral,

expressed or implied, statutory or otherwise relating to Parent, Buyer or its or their businesses or operations or otherwise in connection with this Agreement, the Transaction Documents or the transactions contemplated hereby and thereby (and any such representation or warranty is hereby expressly disclaimed by Parent and Buyer), and none of Seller nor any of its Affiliates are relying on or will rely on any such representation or warranty and (b) the only representations and warranties that Seller and its Affiliates relied on in connection with the transactions contemplated by this Agreement and the Transaction Documents are those representations and warranties expressly set forth in Article V or in any certificate delivered by or on behalf of Buyer pursuant to this Agreement.

Section 10.18 No Other Representations; Non-Reliance of Buyer and Parent. Buyer and Parent each acknowledges and agrees that, on behalf of itself and its Affiliates, (a) except for the representations and warranties expressly set forth in Article IV or in any certificate delivered by or on behalf of Seller pursuant to this Agreement, neither Seller nor any of its respective Representatives or any other Person makes, or has made, any representation or warranty, whether written or oral, expressed or implied, statutory or otherwise relating to Seller or its or their businesses or operations or otherwise in connection with this Agreement, the Transaction Documents or the transactions contemplated hereby and thereby (and any such representation or warranty is hereby expressly disclaimed by Seller), and none of Buyer, Parent nor any of their Affiliates are relying on or will rely on any such representation or warranty and (b) the only representations and warranties that Buyer, Parent and their Affiliates relied on in connection with the transactions contemplated by this Agreement and the Transaction Documents are those representations and warranties expressly set forth in Article IV or in any certificate delivered by or on behalf of Seller pursuant to this Agreement.

Section 10.19 Waiver of Conflicts Regarding Representation; Nonassertion of Attorney-Client Privilege.

(a) Buyer waives and shall not assert, and agrees to cause its Affiliates to waive and not to assert, any conflict of interest arising out of or relating to the representation, after the Closing (the “*Post-Closing Representation*”), of Seller or any of its Affiliates or any shareholder, officer, employee or director of Seller or any of its Affiliates (any such Person, a “*Designated Person*”) in any matter involving this Agreement, the Transaction Documents or the transactions contemplated hereby, by any legal counsel currently representing Seller or any of its Affiliates in connection with this Agreement, the Transaction Documents or the transactions contemplated hereby (the “*Current Representation*”).

(b) Buyer waives and shall not assert, and agrees to cause its Affiliates to waive and not to assert, any attorney-client privilege solely to the extent inherited as a result of the transactions contemplated by this Agreement with respect to any communication between any legal counsel and any Designated Person occurring during the Current Representation prior to the Closing Date in connection with any Post-Closing Representation, including in connection with a dispute with Buyer or any of its Affiliates, it being the intention of the parties hereto that all rights to attorney-client privilege and to control such attorney-client privilege shall be retained by Seller.

The attorney-client privilege, attorney work product protection and expectation of client confidence arising from the transactions contemplated hereby prior to the

Closing, and all information and documents covered by such privilege or protection, will belong to and be controlled by Seller and may be waived only by Seller, and not Buyer, and will not pass to or be claimed or used by Buyer; *provided*, that Buyer may assert the privilege against a third party.

- (c) Buyer agrees to take, and to cause its respective Affiliates to take, all steps reasonably necessary to implement the intent of this Section 10.19.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Amit Gupta
CARDLYTICS, INC.

By__ Name: Amit Gupta
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

 DB SUB, LLC

By ___ Name: Jake Kiser

Title: President

[Signature Page to Asset Purchase Agreement]

PAR TECHNOLOGY CORPORATION

By__ Name: Savneet Singh
Title: Chief Executive Officer & President

[Signature Page to Asset Purchase Agreement]

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B
ASSIGNMENT AND ASSUMPTION OF LEASE

Exhibit C

FORM OF CONSENT TO ASSIGNMENT

EXHIBIT C
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EXHIBIT D TRANSITION SERVICES AGREEMENT

EXHIBIT E INVESTOR QUESTIONNAIRE



Congratulations, David Evans!

We are thrilled about you serving as the Chief Financial Officer of Cardlytics, Inc. (the “Company”) and are excited to present this offer to you. Below you will find details regarding your offer.

Position: Chief Financial Officer, reporting to the Chief Executive Officer

Start Date: January 12, 2026 (the “Start Date”)

Annual Base Salary: \$400,000, subject to applicable withholding. Your salary will be paid on a semi-monthly basis and in accordance with the Company’s standard payroll practices. This equates to 24 pay periods per calendar year.

Target Bonus: 100% of your annual base salary. You are eligible to participate in the Company’s bonus plan at this annual target, calculated as a percentage of your annualized base salary, beginning in 2026.

Equity: Provided you commence employment, and subject to the approval of Cardlytics’ Board of Directors, or the Compensation Committee of the Board of Directors, at their sole discretion, you will be granted 1,000,000 restricted stock units (“RSUs”). The RSUs are intended to be a material inducement for you to accept employment with the Company. The RSUs shall vest over a period of 24 months, with 500,000 shares vesting on the first business day of the month following one year after the Start Date and the remaining 500,000 shares vesting every 3 months thereafter in equal amounts over the subsequent 12 months. The RSUs shall be subject to the terms and conditions of the Company’s applicable equity plan and the Company’s standard form of equity agreement. You should consult your tax advisor about the tax implications of employee equity grants.

Sign-on Bonus: The Company will offer you a one-time sign-on bonus of \$200,000 to be paid within 45 days of your start date (the “Sign-On Bonus”). If you resign from your employment for any reason, or are terminated by the Company without Cause (as defined in your Separation Pay Agreement with the Company) before the twelve (12) month anniversary of the Start Date, then you will be required to repay the entire amount of the Sign-On Bonus to the Company within fifteen (15) days after your last day of employment.

Severance: The Company agrees to enter into a Separation Pay Agreement with you using its standard-form separation pay agreement, with the terms and conditions of any separation pay more fully detailed therein.

Benefits: You will have the option of receiving healthcare benefits paid by the Company, as well as the option to participate in the Company’s 401(k) plan. The Company will match 50% of your contributions up to 5% of your earnings. Additionally, you have the option to participate in the employee stock purchase plan.

At-Will Employment: As allowed and governed by local, state, and federal law your employment relationship with the Company is at-will, meaning your employment with the Company will continue until the employment relationship is terminated by you or the Company as long as not otherwise prohibited by law. You may terminate your employment at any time and for any reason simply by notifying the Company. Likewise, the Company may terminate your employment or discipline, transfer, or demote you at any time with or without cause or advanced notice, as long as not otherwise prohibited by law. This at-will relationship between you and the Company cannot be changed except in a writing signed by another officer of the Company. Nothing contained in this offer of employment shall be construed or guaranteeing employment for a specific period of time or for future employment.

Employment Interference: It is the Company’s policy not to infringe upon the proprietary information, trade secrets, or confidential information of third parties. In addition, it is the Company’s policy not to interfere with third parties’ contractual or business relations. Therefore, by signing this offer of employment you confirm that you have represented and warranted that you are not subject to any agreement that would prevent you from performing your duties for the Company, and that you are not subject to or in breach of any non-disclosure agreement, including any agreement concerning trade secrets or confidential information owned by any other party. Please notify the Company if you are subject to a confidentiality, non-compete, or non-solicitation agreement that may restrict your activities at the Company.

Furthermore, by signing this offer of employment you confirm that during your employment with the Company you will not use, disclose, or reverse engineer: (i) any confidential information or trade secrets of any former employer or third

party, or (ii) any works of authorship developed in whole or in part by you during any former employment or for any other party, unless authorized in writing by the former employer or third party.

This letter does not create a contract of employment or a contract for pay or benefits. Your employment at the Company is contingent upon successful completion of a background check, your ability to provide proof of your employment eligibility in the US, and execution of all onboarding documentation including but not limited to the Company's' standard-form covenants agreement. The Company reserves the right to amend your start date in the event you do not successfully complete the background check.

Again, we are truly excited to bring you on board and look forward to your joining us in our mission to make commerce smarter & more rewarding for everyone! As always, please reach out to me if you have any questions.

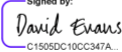
Sincerely,



Carson Napps

Chief People Officer | Cardlytics

Accepted By: David Evans

Signature: 

Date: 12/17/2025 | 10:53 AM PST

SEPARATION PAY AGREEMENT

This Separation Pay Agreement (the “Agreement”) by and between Cardlytics, Inc. (the “Company”), and David Evans (“You” or “Your”) (collectively, the “Parties”), is entered into and effective as of January 12, 2025 (the “Effective Date”).

WHEREAS, the Company has offered to employ You as the Company’s Chief Financial Officer;

WHEREAS, the Company and You have agreed to certain payment obligations upon termination of Your employment Without Cause (as defined below) or Your resignation for Good Reason (as defined below) under certain conditions set forth below, and the Parties desire to express the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the Company’s agreement to continue to employ You and in further consideration of the mutual agreements set forth herein, it is agreed:

1. At-will Employment. This Agreement does not create a contract of employment. Your employment relationship with the Company is at-will. This means that at either Your option or the Company’s option, Your employment may be terminated at any time, with or without cause, and for any other reason, with or without notice. This Agreement does not alter the at-will employment relationship.

2. Termination. As an at-will employee, Your employment may be terminated at any time, and for any or no reason, including any of the following events:

(a) Mutual written agreement between You and the Company at any time;

(b) Your death;

(c) Your disability which renders You unable to perform the essential functions of Your job even with reasonable accommodation, as determined by the Company in its sole and absolute discretion;

(d) For Cause. For Cause shall mean a termination by the Company because of any one of the following events, regardless of whether the evidence used to support a for Cause termination is acquired before or after the date Your employment is terminated by the Company: (i) Your insubordination; (ii) Your breach of any agreement between You and the Company; (iii) Your breach of Your fiduciary duties to the Company; (iv) any act or omission by You which injures, or is likely to injure, the Company or the business reputation of the Company; (v) Your dishonesty, fraud, negligence, or misconduct; (vi) Your failure to (1) satisfactorily perform Your duties to the Company, (2) follow the direction of any individual to whom You report, (3) abide by the policies, procedures, and rules of the Company, or (4) abide by laws applicable to You in Your capacity as an employee, executive, or officer of the Company; or (vii) Your arrest, indictment for, conviction of, or entry of a plea of guilty or no contest to (a) a felony, or (b) a crime involving moral turpitude;

(e) Your resignation for Good Reason. Good Reason shall exist if (i) the Company, without Your written consent, (a) materially reduces Your then current authority, duties, or responsibilities, (b) materially reduces Your then current base salary, (c) commits a material breach of any agreement with You, or (d) materially changes the geographic location at which You must perform services for the Company; (ii) You provide written notice to the Company of any such action within ninety (90) days of the date on which such action first occurs and provide the Company with thirty (30) days to remedy such action (the “Cure Period”); (iii) the Company fails to remedy such action within the Cure Period; and (iv) You resign within thirty (30) days of the expiration of the Cure Period. Good Reason shall not include any isolated, insubstantial, or inadvertent action that (a) is not taken in bad faith, and (b) is remedied by the Company within the Cure Period;

(f) Your resignation without Good Reason; or

(g) Without Cause. Without Cause means any termination by the Company which is not defined in subsections (a) through (f) above.

3. Post-Termination Payment Obligations.

(a) If Your employment terminates for any of the reasons set forth in Section 2(a) through 2(d) or 2(f) above, then the Company shall pay You all accrued but unpaid wages, based on Your then-current base salary, through the date Your employment terminates. The Company shall have no other obligations to You; however, You shall continue to be bound by any post-termination obligations to which You are subject.

(b) If the Company terminates Your employment Without Cause, or You resign for Good Reason, then the Company shall:

(i) Pay You all accrued but unpaid wages, based on Your then-current base salary, through the date Your employment terminates; and

(ii) Following Your separation from service, (a) pay You a separation payment equal to twelve (12) months of Your then-current base salary, minus all applicable withholdings, including taxes and Social Security (the "Separation Payment"). The Separation Payment shall be divided and paid over a period of twelve (12) months in accordance with the Company's normal payroll schedule as of the Effective Date, beginning with the first such date that is at least sixty (60) days after the date of Your separation, provided that You have complied with the Conditions set forth below as of such date; (b) pay You a pro-rated portion of Your annual bonus, if any, that would have been payable to You for such calendar year had You remained employed by the Company for the entire calendar year, calculated by multiplying the bonus by a fraction, the numerator of which is the number of days in the calendar year of Your termination that precede the date of Your termination, and the denominator of which is 365, all as determined in the sole and absolute discretion of the Company (the "Bonus"). The Bonus, if any, shall be subject to all applicable withholdings, and shall be paid on the same date the Company pays all such other bonuses for such calendar year, provided that You have complied with the Conditions set forth below as of such date; (c) if Your termination by the Company Without Cause or Your resignation for Good Reason occurs within three (3) months before a Change in Control (as is defined in the Company's 2025 Equity Incentive Plan) or within one year following a Change in Control, then 100% of Your then-remaining unvested options, restricted shares, or restricted stock units shall immediately and fully vest and become exercisable; and (d) subject to (A) Your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), for You, (B) Your continued copayment of premiums at the same level and cost to You as if You were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), and (C) Your continued compliance with the obligations in this Agreement, provide continued participation by You in the Company's group health plan (to the extent permitted under applicable law and the terms of such plan) for a period of twelve (12) months at the Company's expense; provided that You are eligible and remain eligible for COBRA coverage; and provided, further, that in the event that You obtain other employment that offers group health benefits, such payments (but not the ability to continue COBRA coverage at Your sole expense) shall immediately cease when You become eligible to participate in such group health benefit plan. Except as set forth in this subsection, the Company shall have no other obligations to You, including under any provision of this Agreement or any other agreement, Company policy, or otherwise. The Company's obligation to provide the payments and benefits set forth in this subsection shall be conditioned upon the following (the "Conditions"):

I. Your execution and non-revocation, within the sixty (60) day period following Your separation from service, of a Release Agreement in a form prepared by the Company, which includes, but is not limited to, Your release of the Company from any and all liability and claims of any kind; and

II. Your compliance with all post-termination obligations to the Company to which You may be subject, including, but not limited to, any restrictive covenants.

If You do not execute, comply with, and refrain from revoking an effective Release Agreement as set forth above, the Company shall have no obligation to provide any of the payments or benefits set forth above. The Company's obligation to provide the payments or benefits set forth above shall terminate immediately upon any breach by You of any post-termination obligations to which You are subject.

4. Set-Off. If You have any outstanding obligations to the Company upon the termination of Your employment for any reason, You hereby authorize the Company to deduct any amounts owed to the Company from Your final paycheck and/or any amounts that would otherwise be due to You, including under this Agreement, to the extent permitted by law, and except to the extent such amounts constitute "deferred compensation" under Section 409A of the Internal Revenue Code (the "Code").

5. Section 409A Compliance. The Parties agree that this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is exempt from, or, if that is not possible, then compliant with the requirements of Section 409A of the Internal Revenue Code (the "Code") and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder. Nevertheless, the tax treatment of the benefits provided under the Agreement is not warranted or guaranteed. Neither the Company nor its managers, members, officers, employees, or advisers shall be held liable for any taxes, interest, penalties, or other monetary amounts owed by You as a result of the application of Section 409A of the Code. Any right to a series of installment payments under this Agreement shall, for purposes of Section 409A of the Code, be treated as a right to a series of separate payments.

All reimbursements and in-kind benefits provided under this Agreement that are includible in Your federal gross taxable income shall be made or provided in accordance with the requirements of Section 409A of the Code, including the requirement that (i) any reimbursement is for expenses incurred during Your lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement or in-kind benefit provided during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense was incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

Additionally, notwithstanding anything in this Agreement to the contrary, any separation payments under this Agreement (to the extent that they constitute "deferred compensation" under Section 409A of the Code and applicable regulations), and any other amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code and that would otherwise be payable or distributable hereunder by reason of Your termination, will not be payable or distributable to You by reason of such circumstance unless the circumstances giving rise to such termination meet any description or definition of "separation from service" in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant "separation from service."

In the event that You are a "specified employee" (as described in Code Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Code Section 409A and would otherwise be payable upon Your "separation from service" (as described in Code Section 409A), then no such payment or benefit shall be made before the date that is six (6) months after Your "separation from service" (or, if earlier, the date of Your death). Any payment or benefit delayed by reason of the prior sentence (the "Delayed Payment") shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements, or understandings, whether oral or written, between the Parties arising out of or relating to the subject matter of this Agreement. Other than this Agreement, no other representation, promise or agreement has been made with You to cause You to sign this Agreement. This Agreement may not be amended or modified except in writing signed by both Parties.

7. Amendments. This Agreement may not be amended or modified except in writing signed by both Parties.

8. Successors and Assigns. This Agreement shall be assignable to, and shall inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and shall be binding upon You and Your heirs and assigns.

9. Governing Law/Consent to Jurisdiction and Venue. The laws of the State of North Carolina shall govern this Agreement. If North Carolina's conflict of law rules would apply another state's laws, the Parties agree that North Carolina law shall still govern. You agree that any and all claims arising out of or relating to this Agreement shall be brought solely and exclusively in a state or federal court of competent jurisdiction in North Carolina. You consent to the personal jurisdiction of the state and/or federal courts located in North Carolina. You waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Cardlytics, Inc.
DocuSigned by:
By: 
5910F032A9C5ACB
Chief Legal and Privacy Officer
Its: _____
Date: 12/17/2025 | 11:21 AM PST

David Evans
DocuSigned by:
By: 
614568D6140C0347A
Date: 12/17/2025 | 10:52 AM PST

DE 4907-7798-1826(NC)
Employee's Initials

Consent and Fifth Amendment to Amended and Restated Loan and Security Agreement

Borrower: Cardlytics, Inc., a Delaware corporation

Date: February 12, 2026

This **CONSENT AND FIFTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this “Amendment”) is entered into among, the Borrower named above (the “Borrower”), the lenders from time to time party to the Loan Agreement (“Lenders”) and Banc of California, a California state-chartered bank (formerly known as Pacific Western Bank) in its capacity as administrative and collateral agent for the Lenders (“Agent”).

Agent, Lenders and Borrower agree to amend the Amended and Restated Loan and Security Agreement between them, dated September 30, 2024 (as amended, the “Loan Agreement”), as follows, effective as of the date hereof except as otherwise provided below. (Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Loan Agreement.)

Borrower has advised Lenders and Agent that Borrower has entered into that certain Asset Purchase Agreement dated as of January 23, 2026 (the “APA”) by and among Borrower (as Seller thereunder), PAR Technology Corporation (as Parent of Buyer thereunder) and DB Sub, LLC (as Buyer thereunder), pursuant to which Seller will sell to Buyer the Purchased Assets (as defined in the APA), comprised of all of Seller’s rights, title in, to and under all assets, properties and rights of Seller that are primarily related to, or primarily used in the Business (as defined in the APA), and, also pursuant to the APA, Buyer shall assume the Assumed Liabilities (as defined in the APA) in exchange for the Purchase Price (as defined in the APA) which consists of the Closing Stock Consideration (as defined in the APA) plus the assumption by Buyer of the Assumed Liabilities. The entering into the APA, and the consummation of the sale described therein are collectively referred to herein as the “Bridge Business Disposition.” Pursuant to Section 5.5 (iv) of the Loan Agreement, Borrower is prohibited from entering into the Bridge Business Disposition without the Agent’s and Lender’s prior written consent. Borrower hereby requests that Agent and Lenders consent to the Bridge Business Disposition. Agent and Lenders agree to consent to the Bridge Business Disposition and release its security interest in the assets of Borrower in connection with the Bridge Business Disposition, subject to the terms and conditions provided for herein.

Borrower has also advised Lenders and Agent that Borrower has dissolved DOSH Holdings LLC (“DOSH”) which is a Borrower under the Loan Agreement. Pursuant to Section 5.5 of the Loan Agreement, Borrower cannot dissolve or elect to dissolve without Agent’s prior written consent. Borrower has requested that Agent consent to the dissolution of DOSH. Subject to the terms of this Amendment, Agent is willing to provide such consent.

1. Consent to Bridge Business Disposition. Pursuant to and subject to the terms of Section 5.5 of the Loan Agreement, Agent and Lenders hereby consent to the Bridge Business Disposition and the release of their security interest in the Purchased Assets sold in connection with the Bridge Business Disposition; provided, however, that, (a) as conditions to the effectiveness of such consent, Borrower shall have provided Agent with fully executed copies of the APA and all material agreements, instruments

and other documents related thereto and hereby represents and warrants to Agent to be true, correct and complete copies of such documents, in full force and effect and (b) as a condition subsequent to the effectiveness of such consent, Borrower shall have converted the Closing Stock Consideration into cash in accordance with the terms of the APA (and, in any event, at such time as determined by Borrower in its reasonable business discretion after the filing of the Registration Statement (as defined in Section 7.02 of the APA) by Parent of Buyer) and promptly thereafter use a portion of such cash proceeds (estimated to be between \$27,500,000 and \$30,000,000 as of the Closing Date (as defined in the APA)) to pay down the Obligations to \$20,000,000.

It is understood by Borrower, however, that the foregoing consent does not constitute a consent under Sections 5.5 or 7.1 of the Loan Agreement in respect of any matter other than the Bridg Business Disposition, nor a waiver of any other provision or term of the Loan Agreement or any other Loan Document, nor an agreement to consent, in the future, under Sections 5.5 or 7.1 of the Loan Agreement in respect of any matter other than the Bridg Business Disposition, nor an agreement to waive, in the future, any provision or term of the Loan Agreement or any other Loan Document.

2. Release of Security Interest in Purchased Assets. Subject to Section 1 above and effective concurrently with the closing of the Bridg Business Disposition, Agent and Lenders hereby release (without recourse, representation or warranty) its security interest solely in the Purchased Assets sold in connection with the Bridg Business Disposition. After the consummation of the Bridg Business Disposition, Agent agrees to file thereafter a UCC Amendment releasing Agent's security interest with respect to solely the Purchased Assets being sold pursuant to the APA, in form and substance reasonably satisfactory to Agent and Borrower and otherwise in suitable form for filing in the appropriate governmental offices ("Authorized UCC Amendments").

3. Consent to Dissolution of DOSH. Agent hereby consents to the dissolution of DOSH (the "Dissolving Borrower"). Agent further agrees that, the Dissolving Borrower having been dissolved and Borrower having provided Agent with copies of the filed necessary dissolution documentation with the Secretary of State of the Dissolving Borrower and having provided written evidence of the same to Agent satisfactory to Agent in its Good Faith Business Judgment, the Dissolving Borrower is hereby deemed, without any further action on the part of Borrower or Agent or Lenders, removed as a Borrower under the Loan Agreement and all other Loan Documents effective as of the date hereof.

4. Added Definition of Fifth Amendment. The definition of "Fifth Amendment" is hereby added to Section 8 of the Loan Agreement, in alphabetical order, and shall read as follows:

"Fifth Amendment" means that Consent and Fifth Amendment to Amended and Restated Loan and Security Agreement, dated as of February 12, 2026 by and between Borrower, Agent and Lenders.

5. Facility Fee. [Reserved].

6. Legal Expenses. Without limitation on the terms of the Loan Documents, Borrower agrees to reimburse Lender for all its documented costs and expenses (including reasonable attorneys' fees) incurred in connection with this Amendment.

7. Representations True. Borrower represents and warrants to Agent and Lenders that all representations and warranties set forth in the Loan Agreement, as amended hereby, are true and correct in all material respects, except as to representations and warranties that relate to a different date, in which case said representations and warranties continue to be true in all material respects as of said date and

those representations and warranties that are conditioned by materiality, which shall be true and correct in all respects.

8. General Release. In consideration for Agent and Lenders entering into this Amendment, Borrower hereby irrevocably releases and forever discharges Agent, Lenders, and their successors, assigns, agents, shareholders, directors, officers, employees, agents, attorneys, parent corporations, subsidiary corporations, affiliated corporations, affiliates, participants, and each of them (collectively, the “Releasees”), from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature and description, known and unknown, which Borrower now has or at any time may hold, by reason of any matter, cause or thing occurred, done, omitted or suffered to be done prior to the date of this Amendment arising under or in any way related to the Loan Agreement, this Amendment or any other Loan Document or any of the transactions contemplated herein or therein (collectively, the “Released Claims”). Borrower hereby irrevocably waives the benefits of any and all statutes and rules of law to the extent the same provide in substance that a general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release. Borrower represents and warrants that it has not assigned to any other Person any Released Claim, and agrees to indemnify Agent and Lenders against any and all actions, demands, obligations, causes of action, decrees, awards, claims, liabilities, losses and costs, including but not limited to reasonable attorneys’ fees of counsel of Lenders’ choice and costs, which Lenders may sustain or incur as a result of a breach or purported breach of the foregoing representation and warranty.

9. No Waiver. Nothing herein constitutes a waiver of any default or Event of Default under the Loan Agreement or any other Loan Documents, whether or not known to Agent.

10. Applicable law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW), EXCEPT TO THE EXTENT ANY SUCH OTHER LOAN DOCUMENT EXPRESSLY SELECTS THE LAW OF ANOTHER JURISDICTION AS GOVERNING LAW THEREOF, IN WHICH CASE THE LAW OF SUCH OTHER JURISDICTION SHALL GOVERN.

11. Consent to Jurisdiction. The provisions of Section 9.21 of the Loan Agreement titled: “Consent to Jurisdiction” shall apply to this Amendment, and the terms thereof are incorporated herein by this reference.

12. General Provisions. Borrower hereby ratifies and confirms the continuing validity, enforceability and effectiveness of the Loan Agreement and all other Loan Documents. This Amendment, the Loan Agreement, any prior written amendments to the Loan Agreement signed by Agent, Lenders and Borrower, and the other written documents and agreements between Agent, Lenders and Borrower set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, representations, agreements and understandings between the parties with respect to the subject hereof. Except as herein expressly amended, all of the terms and provisions of the Loan Agreement, and all other documents and agreements between Agent and Lenders on the one hand and Borrower on the other hand shall continue in full force and effect and the same are hereby ratified and confirmed. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include

Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

13. **Mutual Waiver of Jury Trial.** AGENT AND LENDERS AND BORROWER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED. EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AMENDMENT, THE LOAN AGREEMENT, OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AMENDMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), ACTION OR INACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. IF FOR ANY REASON THE PROVISIONS OF THIS SECTION ARE VOID, INVALID OR UNENFORCEABLE, THE SAME SHALL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS AMENDMENT, AND ALL OTHER TERMS AND PROVISIONS OF THIS AMENDMENT SHALL BE UNAFFECTED BY THE SAME AND CONTINUE IN FULL FORCE AND EFFECT.

Version-2

[Signature Page Follows]

Borrower:

CARDLYTICS, INC.

By: /s/ Nick Lynton

Name: Nick Lynton

Title: Chief Legal and Privacy Officer

Agent and Lender:

BANC OF CALIFORNIA

By: /s/ Samantha O'Halloran

Name: Samantha O'Halloran

Title: Senior Vice President

[Signature Page—Consent and Fifth Amendment to Amended and Restated Loan and Security Agreement]

List of Subsidiaries of Cardlytics, Inc.

Company Name	Jurisdiction
Cardlytics UK Limited	England and Wales
Cardlytics Services India Private Limited	India

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-222965, 333-231640, 333-236869, 333-253675, 333-255161, 333-258407, 333-263143, 333-267091, 333-269361, 333-273299, 333-276737, 333-283036, 333-284434, and 333-287432 on Form S-8, and Registration Statement Nos. 333-232861, 333-253697, and 333-276738 on Form S-3 of our reports dated March 4, 2026, relating to the consolidated financial statements of Cardlytics, Inc. and subsidiaries (the “Company”) and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ DELOITTE & TOUCHE LLP

Atlanta, Georgia
March 4, 2026

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Amit Gupta, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2025 of Cardlytics, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(c) and 15d-15(c)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 4, 2026

By: /s/ Amit Gupta
 Amit Gupta
 Chief Executive Officer
 (Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, David Evans, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2025 of Cardlytics, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(c) and 15d-15(c)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 4, 2026

By: /s/ David Evans
David Evans
Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATIONS OF
PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Amit Gupta, Chief Executive Officer of Cardlytics, Inc. (the "Company"), and David Evans, Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

1. The Company's Annual Report on Form 10-K for the period ended December 31, 2025 (the "Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date:	March 4, 2026	By:	<u>/s/ Amit Gupta</u> Amit Gupta Chief Executive Officer (Principal Executive Officer)
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Date:	March 4, 2026	By:	<u>/s/ David Evans</u> David Evans Chief Financial Officer (Principal Financial and Accounting Officer)
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This certification accompanies the Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date of this Report, irrespective of any general incorporation language contained in such filing.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.