

AMENDMENT BETWEEN
ENTERTAINMENT INDUSTRY FOUNDATION
AND
MASTERCARD INTERNATIONAL INCORPORATED

2021 EVERY DAY SPEND PROMOTION

This Amendment (this "Amendment"), effective January 13, 2021 (the "Effective Date"), is entered into by Mastercard International Incorporated, located at 2000 Purchase Street, Purchase, NY 10577 ("Mastercard"), and Stand Up To Cancer ("SU2C"), a division of Entertainment Industry Foundation ("EIF" and, together with SU2C, "SU2C/EIF"), located at 10880 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90024, pursuant to the Agreement between the parties, dated June 7, 2011, as amended (the "Agreement"), for the purpose of adding an additional promotion to the Agreement in connection with Mastercard's support of SU2C and as otherwise set forth herein.

WHEREAS, under a written amendment effective January 24, 2020 (the "2021-2022 Amendment"), the parties agreed to conduct one or more promotions in support of SU2C/EIF whereby Mastercard would conduct a cause marketing program related to Mastercard cardholders' transactions and/or other transactions to be mutually determined;

WHEREAS, in connection with such promotions, Mastercard agreed to pay SU2C/EIF up to five million dollars (\$5,000,000) in 2021 (the "2021 Grant Payment");

WHEREAS, Mastercard now wishes to conduct a cause marketing program to support SU2C/EIF by encouraging consumers' uses of their Mastercard payment cards in connection with certain eligible U.S. restaurant and grocery transactions, as described herein (the "2021 Every Day Spend Promotion"); and

WHEREAS, SU2C/EIF desires to be the beneficiary of the 2021 Every Day Spend Promotion.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **2021 Every Day Spend Promotion.**

- a. Campaign Summary. From April 1, 2021 through August 31, 2021 (the "Promotion Period"), Mastercard will advertise that for each purchase made in the United States at and/or from a qualifying U.S. restaurant or grocery store that is paid for using a Mastercard payment method as either a contactless or e-commerce transaction (each, a "Qualifying Transaction"), Mastercard will donate one cent (\$0.01) to SU2C/EIF, up to a maximum of five million dollars (\$5,000,000) (the "Maximum Donation Amount") (collectively, the "2021 Every Day Spend Contribution").
- b. Qualifying U.S. Restaurant or Grocery Store. For purposes of the 2021 Every Day Spend Promotion, a qualifying U.S. restaurant or grocery store shall be defined by

the applicable Mastercard Merchant Category Code and shall not include purchases made with a debit PIN or international transactions.

2. **Marketing; Costs.** Mastercard shall be responsible for all costs related to the development, marketing, and execution of the 2021 Every Day Spend Promotion executed by Mastercard, including specifically the costs of any content to be publicly disseminated in connection with 2021 Every Day Spend Promotion; provided, however, that SU2C/EIF shall be responsible for all costs associated with SU2C's website. In the event the number of Qualifying Transactions exceeds the Maximum Donation Amount prior to the end of the Promotion Period, Mastercard will, as soon as commercially reasonable, replace the 2021 Every Day Spend Promotion advertisements with general messaging thanking cardholders for supporting SU2C/EIF, which general advertisements will run through the end of the Promotion Period.
3. **Approvals.** All materials developed in connection with the 2021 Every Day Spend Promotion are subject to prior approval by SU2C/EIF in accordance with the approval procedures set forth in Section 16 and Section 19 of the Agreement.
4. **Payment.** Mastercard shall deliver the 2021 Every Day Spend Contribution based on the actual total amount of Qualifying Transactions made during the Promotion Period subject to the Maximum Donation Amount. The 2021 Every Day Spend Contribution shall be paid as follows: the first payment reflecting the 2021 Every Day Spend Contribution based on the Qualifying Transactions made between April 1, 2021 and May 31, 2021, shall be paid not later than June 30, 2021; the second payment reflecting the 2021 Every Day Spend Contribution based on the Qualifying Transactions made between June 1, 2021 and the end of the Promotion Period shall be paid not later than September 30, 2021. Each payment shall be made, as specified by SU2C/EIF, by wire transfer or check sent to: Entertainment Industry Foundation, 10880 Wilshire Blvd. Suite 1400, Los Angeles, CA 90024, Attention: Deborah Morrison, CFO.
5. **Written Accounting.** Mastercard will provide to SU2C/EIF, together with each payment of the 2021 Every Day Spend Contribution, a written accounting, which will be sufficient for SU2C/EIF to determine that the terms of the 2021 Every Day Spend Promotion and any public representations made related thereto have been adhered to accurately and completely.
6. **Compliance with State Laws.** The following provisions are needed to comply with the commercial co-venture laws of the states listed below, and apply only to the activities of the 2021 Every Day Spend Promotion carried on in those states:
 - a. For purposes of Georgia only, the following provisions shall apply: the number of Qualifying Transactions expected to be made as part of the 2021 Every Day Spend Promotion is 5,000,000. The estimate provided is not a guarantee and is not legally binding upon the parties.
 - b. For purposes of New Hampshire only, the following provisions shall apply: the

number of Qualifying Transactions expected to be made as part of the 2021 Every Day Spend Promotion is 5,000,000. The estimate provided is not a guarantee and is not legally binding upon the parties.

- c. For purposes of New Jersey only, the following provisions shall apply: the parties to this Agreement are subject to N.J.S.A. 45:17A-29 and any rules adopted pursuant thereto.
 - d. For purposes of North Carolina only, the following provisions shall apply: the estimated number of Qualifying Transactions expected to be made as part of the 2021 Every Day Spend Promotion is 5,000,000. The estimate provided is not a guarantee and is not legally binding upon the parties.
 - e. For purposes of South Carolina only, the following provisions shall apply: (i) the registration number of EIF is P6272; and (ii) the registration number of Mastercard is: F70901698.
7. **Ratification.** Except as otherwise provided herein, all other terms and conditions of the Agreement and any subsequent amendments remain in full force and effect.
8. **Execution in Counterparts.** This Amendment may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the dates indicated below.

**STAND UP TO CANCER, a division of
ENTERTAINMENT INDUSTRY
FOUNDATION**

**MASTERCARD INTERNATIONAL
INCORPORATED**

Signature

Signature

Deborah Morrison, Chief Financial Officer, EIF

Name/Title

Michael Moutenot/ VP Consumer Marketing

Name/Title

Date

Date

DocuSigned by:

Jenny Kuntz

Signature

Jenny Kuntz, Sr. Vice Pres. of Operations, SU2C

Name/Title

1/14/2021

Date

Mastercard Law Dept.
Approved as to form
M.Nahmias 1.22.2021