

AGREEMENT BETWEEN
ENTERTAINMENT INDUSTRY FOUNDATION
AND
MASTERCARD INTERNATIONAL INC.

This Agreement ("Agreement") dated as of June 7, 2011 ("Effective Date"), by and between the ENTERTAINMENT INDUSTRY FOUNDATION, with its principal offices located at 1201 W. 5th Street, Suite T-700, Los Angeles, CA 90017 ("EIF ") and MASTERCARD INTERNATIONAL, INCORPORATED, a Delaware corporation with offices located at 2000 Purchase Street, Purchase, New York 10577.

WHEREAS, EIF is a California nonprofit public benefit corporation, qualifying for Federal tax-exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, EIF has established the Stand Up To Cancer program to support cancer research and promote cancer awareness ("SU2C" or the "Program"); and

WHEREAS, MasterCard desires to provide funds to EIF to support cancer research and to promote awareness through the sponsorship of the Program.

NOW, THEREFORE, EIF and MasterCard agree as follows:

TERMS AND CONDITIONS

1. **Purpose.** The parties wish to conduct a cause marketing program under the terms and conditions of this Agreement to encourage consumers' use of MasterCard payment cards in restaurant transactions during a set Promotional Period, as is defined below, for the purpose of supporting cancer research and awareness and the Stand Up 2 Cancer Program (the "Promotion").
2. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and continue for one (1) year from the Effective Date ("Term") unless terminated at an earlier date in accordance with this Agreement. After the initial Term, upon written notice from MasterCard, which shall be provided no later than November 15 of the applicable Term year, the Term shall be extended for one (1) year period(s) under a revised Exhibit A or as otherwise agreed to by the parties (the "Optional Term(s)").
3. **Payment of Grant Payments to EIF.** MasterCard hereby agrees to pay EIF a maximum amount of **Four Million (\$4,000,000) Dollars** (the "Grant Payment") that is payable through a match of \$0.01 per transaction from MasterCard cardholders restaurant transactions made during the promotion period (the "Promotion Period") during the Term. The Grant Payment shall be paid to EIF within thirty business days of the end of each month during the Promotion Period and after the applicable transaction(s) have been

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successfully cleared and settled by the MasterCard Global Processing Network. At the end of the Promotion Period, MasterCard shall conduct a public outreach campaign (the "Public Outreach") as more fully set forth out in Exhibit A.

It is the understanding of the parties that this Agreement may be amended to include additional opportunities for sponsorship and recognition in the future.

4. **Delivery of the Grant Funds.** Each of the Grant Payments shall be made directly to EIF for SU2C in the form of a check made payable to "Entertainment Industry Foundation" and delivered to EIF's offices located at 1201 W. 5th Street, Suite T-700, Los Angeles, CA 90017 or sent to EIF by electronic wire fund transfer. EIF shall provide MasterCard with wire transfer instructions upon request. The Grant Payments shall be described as grants to Stand Up To Cancer, which is a program of EIF.
5. **EIF's Use of the Grant Funds.** EIF shall utilize all of the Grant Payments to support the Program.
6. **Sponsorship Benefits.** As a donor of the Program, MasterCard shall, during the Term, be designated as the "Official Card of Stand Up To Cancer" or such other designations agreed to by the parties in their related advertising, marketing and promotional elements of the Promotion as set out in Exhibit A and this Agreement. In recognition of the generosity of MasterCard EIF shall provide the benefits and recognition to MasterCard in the manner outlined in Exhibit A. EIF agrees that the contribution of MasterCard will be recognized as set forth below and that in all cases MasterCard will be recognized in a manner not less favorable than any other donor of equal monetary status to SU2C.
7. **Sponsorship Exclusivity.** EIF hereby grants the following rights to MasterCard at all times during the Term and within the Territory as defined below.
 - a. The right to be the exclusive sponsor of the Program within the Category such that no other Card or issuer thereof shall be granted any comparable promotional or sponsorship rights by EIF or its agents in connection with the Program.
 - b. "Card" shall mean any bank card, credit cards, debit cards, stored value cards, any co-branded cards, smart card, virtual cards, pre-paid cards, charge cards with point of sale functionality or any other payment device.

"Category" shall mean any payment system, network, service or device including, but not limited to, a Card payment systems, ATM systems, contactless payment systems, and any other payment devices, including without limitation those evidenced by plastic cards, mobile devices, embedded processor chips, remote payment Card systems or devices, radio-frequency identification devices, technology, tags and/or transponders that transmit payment transaction information or data to enable the exchange of payment and processing, regardless of the hardware or technology utilized for delivery of the payment or the processing.

“Competitor” shall mean any person or entity that, directly or indirectly, engages in the issuance, marketing, promotion or publicity of any payment system, network or device in the Category other than a MasterCard Card, and the parent, subsidiary and all affiliates of any such person or entity engaged in providing competing services including but not limited to, American Express, JCB, Visa, Star Network, NYCE, Diner’s Club, China Union Pay, Carte Blanche, Discover, Paypal, Google Pay, Bill Me Later, Billpoint, Blackhawk, financial institutions, nonfinancial institutions. For avoidance of doubt, the term “Competitor” excludes any customer financial institution, provided that any Cards issued by such customer financial institution utilizing the Promoter’s trademarks shall be a MasterCard-branded Card.

- c. The exclusive right to use, in any lawful manner whatsoever in any medium now known or hereinafter devised, the Designation in connection with any program or service within the Category. The “Designation” shall include, but not be limited to, promoting MasterCard as specified on Exhibit A.
- d. The exclusive right, within the Category, for MasterCard, its merchants and partners, to use the MasterCard Marks either alone or in association with the EIF Marks on items sold or distributed for the purpose of advertising, promoting or encouraging the Promotion.

8. **Territory.** The territory of the Promotion is limited to the United States.

9. **Regulatory Compliance.** MasterCard shall obtain all necessary permits, licenses, filing bonds or passes for MasterCard to conduct, produce and promote the Promotion. Currently, commercial co-venture requirements include MasterCard registering and/or filing the contract in Alabama, Hawaii, Illinois, Maine, Massachusetts and South Carolina if the Promotion is promoted in any of these states. MasterCard and EIF shall comply with all state filings and registrations required to perform this Agreement. MasterCard shall indemnify and hold EIF harmless from all costs incurred (including reasonable attorneys’ fees) as a result of MasterCard’s breach of this provision.

10. **Termination of Promotion.**

- a. With respect to the Promotion only, EIF may, in its sole and absolute discretion, terminate this Promotion without cost, penalty, or liability within fifteen (15) days from the date upon which this Agreement is filed with the New York Attorney General. If mailed, written notice of cancellation of the Promotion, properly addressed and postage pre-paid, shall be deemed effective upon mailing. EIF shall send a copy of the written notice of cancellation of the Promotion to the New York Attorney General at: Office of the Attorney General, The Capitol, Albany, NY 12224-0341.
- b. Any funds collected after effective notice of cancellation by EIF shall be deemed to be held for the benefit of EIF without deduction for costs or expenses of any nature.

MasterCard shall forward to EIF any portion of the Grant Payments collected after the date of cancellation, upon which MasterCard shall have no further obligations under this Agreement.

- c. Upon termination of the Promotion, MasterCard shall cease using EIF's Marks in connection with the Promotion and shall make a good faith effort to recall and destroy all such promotional materials from all facilities or websites of MasterCard or any of its affiliates and MasterCard shall also advise its partners of the expiration of any promotion and request the discontinuance of all such promotional materials as they involve or relate to EIF or its programs. Upon termination of the Promotion, EIF shall cease using MasterCard's Marks in connection with the Promotion and shall make a good faith effort to recall and destroy all such promotional materials from all facilities or websites of EIF or any of its affiliates and EIF shall also advise its partners of the expiration of any promotion and request the discontinuance of all such promotional materials as they involve or relate to MasterCard or its programs.

REPRESENTATION AND WARRANTIES

11. **EIF REPRESENTATIONS AND WARRANTIES.** EIF represents and warrants to MasterCard on a continuing basis throughout the Term that:
 - a. It has the sole and exclusive right to grant sponsorship, promotional and marketing rights and opportunities as granted herein.
 - b. That the EIF Marks and any materials (including, but not limited to, graphics and promotional materials) that EIF provides under this Agreement (as provided by EIF), when used as permitted by EIF under this Agreement, will not be libelous and will not violate or infringe any common law or statutory right of any third party, including, without limitation, any contractual rights, proprietary rights, copyright, trademark, service mark or patent rights, or any rights of privacy or publicity.
 - c. In performing its obligations under this Agreement, it will comply with all applicable federal and state laws, rules and regulations, including but not limited to the laws and regulations governing charitable entities, when performing its obligations under this Agreement.
 - d. It will obtain all necessary permits, licenses, filing bonds or passes to conduct, produce and promote the Program in connection with its obligations hereunder.
 - e. It shall make all necessary state filings and registrations in connection with its obligations hereunder.
 - f. It and its representatives are authorized to sign this Agreement.
12. **MASTERCARD REPRESENTATIONS AND WARRANTIES.** MasterCard represents and warrants to EIF on a continuing basis throughout the Term that:

- a. It has the sole and exclusive right to grant the rights and opportunities as granted herein.
- b. That MasterCard Marks and any materials (including, but not limited to, graphics and promotional materials) that MasterCard provides under this Agreement (as provided by MasterCard), when used as permitted by MasterCard under this Agreement, will not be libelous and will not violate or infringe any common law or statutory right of any third party, including, without limitation, any contractual rights, proprietary rights, copyrights, trademark, service mark or patent rights, or any rights of privacy or publicity.
- c. In performing its obligations under this Agreement, it will comply with all applicable federal and state laws, rules and regulations, including but not limited to the laws and regulations governing charitable commercial co-ventures, when performing its obligations under this Agreement.
- d. It will obtain all necessary permits, licenses, filing bonds or passes to conduct, produce and promote the Program in connection with its obligations hereunder.
- e. It shall make all necessary state filings and registrations in connection with its obligations hereunder.
- f. It and its representatives are authorized to sign this Agreement.

INDEMNIFICATION

13. **MasterCard's Obligations.** MasterCard shall defend, indemnify and hold harmless EIF and its agents, representatives, directors, officers, and employees from and against any and all actions, claims, demands, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and legal expenses ("Losses"), which arise out of any third party claim to: (a) the negligence or willful misconduct of MasterCard in connection with MasterCard's performance (or failure to perform) under this Agreement, (b) MasterCard's breach or alleged breach of any of its representations, warranties or obligations under this Agreement, and/or (c) the acts, omissions, negligence or willful misconduct of MasterCard and its representatives. Notwithstanding the foregoing, MasterCard is not responsible for any Losses to EIF that arise out of or relate to materials produced by EIF and not approved by MasterCard. EIF shall promptly notify MasterCard of any such claim or cause of action and shall cooperate with MasterCard (at MasterCard's expense) in a reasonable manner to facilitate the defense of such claim.
14. **EIF's Obligations.** EIF shall defend, indemnify and hold harmless MasterCard and its agents, representatives, directors, officers, shareholders, and employees from and against Losses, which arise out of any third party claim relating to: (a) the negligence or willful misconduct of EIF in connection with EIF's performance (or failure to perform) under this Agreement, (b) EIF's breach or alleged breach of any of its representations, warranties or obligations under this Agreement, (c) the acts, omissions, negligence or willful misconduct of EIF, its representatives, in connection with the Program, and/or (d)

MasterCard or its Financial Institutions, Non-financial Institutions, merchant partners, and strategic partners and other agents designees ("Customers") use of any materials furnished by EIF in connection with the Promotion as contemplated this Agreement, including but not limited to libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. MasterCard shall promptly notify EIF of any such claim or cause of action and shall cooperate with EIF (at EIF's expense) in a reasonable manner to facilitate the defense of such claim.

15. **Limitation of Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND VIOLATIONS OF LAWS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT SUCH PARTY SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING, MASTERCARD'S LIABILITY FOR ANY CLAIM PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE MAXIMUM GRANT PAYMENT AMOUNT UNDER THIS AGREEMENT.

INTELLECTUAL PROPERTY RIGHTS

16. **EIF's Marks.** EIF grants to MasterCard and its Customers, a worldwide, royalty-free license, to use, display, reproduce and include the Stand Up to Cancer trademarks, any names, logos, trademarks, service marks, trade names and logos associated with the Program, and the names, logos, trademarks, service marks, trade names, and logos of EIF (collectively "EIF's Marks") in connection with the sale, advertising, marketing, publicity and promotion of the Program and Promotion and MasterCard's support therewith, subject, in each case to prior written approval of EIF, which shall not be unreasonably withheld and shall be given or denied within five (5) business days. In the cases that EIF agrees that MasterCard or any another party may use EIF's Marks, EIF's Marks must be used in the exact form, style and type prescribed by EIF and shall at all times remain exclusively the property of EIF. EIF's Marks shall not be used in any manner which might constitute an explicit or implied endorsement of any product or service of MasterCard. EIF covenants and agrees that, during the Term and within the Territory, EIF shall not grant to any other entity or person the right to use the EIF Marks to advertise or promote any product or service within the Category within the Territory in connection with the Program. All uses of EIF's Marks shall inure to the benefit of EIF.
17. **MasterCard's Marks.** MasterCard grants to EIF a non-exclusive, revocable, worldwide, royalty-free license to use, display and include MasterCard's names, logos, trademarks, service marks and/or trade names ("MasterCard's Marks") for the purpose of announcing

and promoting the Program and Promotion and providing MasterCard with the recognition set forth in Exhibit A, subject, in each case to prior written approval of MasterCard which shall be given or denied within five (5) business days. In the cases that MasterCard agrees that EIF or any another party may use MasterCard's Marks, MasterCard's Marks must be used in the exact form, style and type prescribed by MasterCard and shall at all times remain exclusively the property of MasterCard. All uses of the MasterCard Marks shall inure to the benefit of MasterCard.

18. **No Assignment of Marks.** Except as otherwise set forth in this Agreement, this Agreement does not authorize EIF to sell, assign, license, sublicense or otherwise transfer MasterCard's Marks to any third party, or to reproduce MasterCard's Marks in any manner (except in connection with the Program, grants to beneficiaries, agreed upon promotions and use on EIF's website. This Agreement does not authorize MasterCard to sell, assign, license, sublicense or otherwise transfer the Stand up to Cancer trademarks or EIF's Marks to any third party, or to reproduce the EIF's Marks in any manner (except as otherwise permitted by law or provided for in this Agreement)), except, with the written approval of EIF, to the Customers of MasterCard in connection with the Promotion.
19. **Distribution of Materials.** MasterCard shall submit to EIF for approval all materials, publications and/or advertisements, in any media, that include EIF's Marks that will be distributed by MasterCard to third parties, and such materials, publications and/or advertisements shall not be released for distribution until prior written approval has been obtained from EIF in each instance as specified above.

EIF shall submit to MasterCard for approval all materials, publications and/or advertisements, in any media, that include MasterCard's Marks that will be distributed by EIF to third parties, and such materials, publications and/or advertisements shall not be released for distribution until prior written approval has been obtained from MasterCard in each instance as specified above.

CONFIDENTIAL INFORMATION

20. **Confidentiality.**
- a) In the course of performing the contracted services, each party may have access to Confidential Information of the other, as defined below. Each party agrees not to use or disclose any Confidential Information of the other party to third parties. In addition to any other legal remedies that may be available, either party shall be entitled to seek injunctive relief against the breach or threatened breach of the undertakings contained herein by the other party. "Confidential Information" means any information considered to be confidential in nature and which does not include information that: (i) is or becomes generally available to the public through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure as evidenced by written records and had not been obtained, directly or indirectly, from the disclosing party, (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party without access or

reference to the disclosing party's information as evidenced in written records; or (v) is disclosed by operation of law.

b) The Parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by any Party is authorized by the other Party or required by law.

21. **Marketing Disclosure Requirements.** For purposes of compliance with state fundraising regulation and Better Business Bureau (BBB) disclosure requirements, each party agrees to comply with all applicable laws. MasterCard agrees to disclose on all materials related to the Promotion Period and the Public Outreach, including on its relevant Web site pages, the following information that is required to conform with BBB standards and applicable state laws: (a) the actual or anticipated portion of the purchase price or fee that will benefit EIF directly; (b) the duration of the Promotion; and (c) any maximum or guaranteed minimum amount to be paid to EIF, if applicable. For purposes of this Agreement, all recognition or acknowledgement of MasterCard provided by EIF shall satisfy, in the judgment of EIF, the definition of "use or acknowledgement" contained in Treasury Regulations Section 1.513-4(c), including without limitation the absence of "advertising" as defined in subsection (2)(v) of said Regulations. It is EIF's intention that any action which EIF or any of its employees may take in support of the Promotion will be consistent with EIF's normal mechanisms and procedures for publicizing and obtaining support for its charitable mission.
22. **Books and Records.** MasterCard shall maintain accurate and current books and records of all activities conducted pursuant to this Agreement during the Term of this Agreement and for three (3) years after the end of the term of this Agreement. MasterCard's books and records pertaining to this Agreement shall be kept in its principal offices and made available for inspection and examination and/or audit by EIF and/or any authorized state regulatory authority, provided that any such books and records obtained by the state regulatory authority shall not be available to the public for inspection. Pursuant to New York State law, MasterCard shall, within seven (7) days of a request of EIF, provide copies of such records to EIF. This provision shall survive the expiration or termination of this Agreement.
23. **Notices.** All notices and other communications between EIF and MasterCard concerning or required under this Agreement shall be in writing and shall be sent by certified U.S. Mail (return receipt requested) by overnight courier service, or delivered by hand to parties and their counsel at the addresses listed below or at such other address as either of the parties to this Agreement hereafter specifies by written notice to the other:

To: Entertainment Industry Foundation
1201 W. 5th Street, Suite T-700
Los Angeles, CA 90017
Attention: Merrily Newton, Senior Vice President and CFO
mnewton@eifoundation.org

Courtesy copy to: Perlman & Perlman, LLP
41 Madison Avenue, Suite 4000
New York, NY 10010
Attention: Seth Perlman
seth@perlmanandperlman.com

To: MasterCard International
2000 Purchase Street
Purchase, New York 10577
Attn: Alison Giordano

Courtesy copy to: Law Department

Notices will be deemed effective upon receipt or refusal.

MISCELLANEOUS PROVISIONS

24. **Compliance.** This Agreement is subject to all State rules and regulations, including, without limitation, Georgia Code, Section 43-17, New Hampshire Code Section 7:28-d and New Jersey Statutes ch. 45:17A-18 et seq. and any rules adopted pursuant thereto.
25. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and each of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
26. **Construction of Agreement.** This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture for profit or any other purpose, employer or principal/agent relationship between MasterCard and EIF. Except as set forth specifically herein, neither party shall have any right to obligate or bind the other party in any manner whatsoever. In no event shall this Agreement be construed as a contract or agency agreement for MasterCard or EIF to solicit or consult on the solicitation of contributions from others on behalf of the other.
27. **Assignments.** Neither EIF nor MasterCard shall assign this Agreement without prior written approval of the other party, which approval shall not be unreasonably withheld.
28. **Force Majeure.** If an act of nature, war, terrorism, blackout, fire, labor dispute, strike, order, governmental agency decree, death, illness, incapacity, disfigurement, failure of any principal performer or speaker to perform, failure of technical facilities or any other event beyond the control of the EIF, each of which is referred to as a Force Majeure Event, substantially interferes with, interrupts or prohibits production or delivery of the Program, EIF shall have the right to suspend this Agreement for the duration of the Force Majeure Event. EIF shall have the right to terminate this Agreement by written notice to MasterCard should the Force Majeure Event continue for more than 10 consecutive business days. If

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ENTERTAINMENT INDUSTRY FOUNDATION

BY: *Merrily Newton*
Merrily Newton, CFO

Date: 6-7-11

BY: *Susan Frank*
SuSan Frank, COO

Date: 6-7-11

MASTERCARD INTERNATIONAL, INC.

BY: *[Signature]*
Name: _____

Date: June 8, 2011

MasterCard Law Department
Approved as to Legal Form
Lawyers Initials CMF
Date: 6-20-11

AMENDMENT BETWEEN
ENTERTAINMENT INDUSTRY FOUNDATION
AND
MASTERCARD INTERNATIONAL INCORPORATED

2021 PRICELESS EXPERIENCES

This Amendment (this “Amendment”), effective March 24, 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 corporate support in 2021 (the “2021 Grant”);

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 specially-marked Priceless Experiences, as described herein (the “2021 Priceless Experiences Promotion”);

WHEREAS, Mastercard shall transmit the funds generated by consumers as part of the 2021 Priceless Experiences Promotion without effect on the value of the 2021 Grant; and

WHEREAS, SU2C/EIF desires to be the beneficiary of the 2021 Priceless Experiences Promotion.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **2021 Priceless Experiences Promotion.**
 - a. Campaign Summary. From April 1, 2021 through August 31, 2021 (the “Promotion Period”), Mastercard will advertise that for each Priceless Experience specially-marked as benefitting SU2C (each “Experience”) purchased with a U.S. Mastercard payment card through www.priceless.com/SU2C (each, a “Qualifying Transaction”), Mastercard will donate to SU2C/EIF one hundred percent (100%) of the purchase price of each Qualifying Transaction (the “2021 Priceless Payment”). Such Experiences shall be available for U.S. Mastercard cardholders in

the website mentioned above, for which Traina Interactive Corporation (d/b/a IfOnly) will be the merchant of record.

- b. **Experiences.** Mastercard and SU2C/EIF may, from time to time, mutually agree as to the specially-marked Experiences to be made available to the public and advertised as supporting SU2C/EIF. The following chart details the Experiences currently agreed to by the parties and scheduled to be available for either direct purchase and/or auction during the 2021 Priceless Experiences Promotion, and the parties agree that additional Experiences may be added to the 2021 Priceless Experience Promotion subsequent to the execution of this Amendment:

Experience	Date	Estimated No. of Experiences Available
A personalized video message from CC Sabathia (New York Yankees) after virtual cooking class with CC Sabathia and Chef JJ Johnson	4/1/2021 – 8/31/2021	3
A personalized video message from Tim Wakefield after a virtual cooking class with the Boston Red Sox alumni	4/1/2021 – 8/31/2021	3
MLB themed culinary gift boxes	4/1/2021 – 8/31/2021	20
Other specifically marked Experiences featured on the priceless website that may include select baseball experiences, MLB teams, MLB players, culinary experiences, culinary assets, chefs, Mastercard ambassadors, and/or influencers.	4/1/2021 – 8/31/2021	To be determined and mutually agreed upon by the parties.

Mastercard may substitute any of the above Experiences (or certain elements) with a similar experience (or similar elements) in the event of circumstances beyond its reasonable control.

2. **Marketing; Costs.** Mastercard shall be responsible for all costs related to the development, marketing, and execution of the 2021 Priceless Experiences Promotion executed by Mastercard, including specifically, the costs of any content to be publicly disseminated by Mastercard in connection with 2021 Priceless Experiences Promotion.
3. **Approvals.** All materials developed in connection with the 2021 Priceless Experiences 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. All specially-marked Experiences to be advertised as benefitting SU2C/EIF must be approved by both parties.
4. **Payment.**

- a. **2021 Priceless Payment.** Mastercard shall transmit the 2021 Priceless Payment based on the actual total amount of Qualifying Transactions made during the Promotion Period. The 2021 Priceless Payment shall be paid as follows: the first payment reflecting the 2021 Priceless Payment based on 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 Priceless Payment based on 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.
 - b. **Effect of Payment.** Mastercard shall transmit the 2021 Priceless Payment without regard to the stated value of the 2021 Grant and the 2021 Grant shall not be reduced by any portion of the 2021 Priceless Payment transmitted to SU2C/EIF pursuant to this Amendment.
5. **Written Accounting.** Mastercard will provide to SU2C/EIF, together with each payment of the 2021 Priceless Payment, a written accounting, which will be sufficient for SU2C/EIF to determine that the terms of the 2021 Priceless Experiences Promotion and any public representations made related thereto have been adhered to accurately and completely. For the avoidance of doubt, each accounting shall include, in addition to any other details reasonably requested by SU2C/EIF, a description of each specially-marked Experience purchased by a consumer during the reporting period, the price paid for each Qualifying Transaction, and the total amount to be remitted to SU2C/EIF as a result of such Qualifying Transaction.
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 Priceless Experiences Promotion carried on in those states:
 - a. For purposes of Georgia only, the following provisions shall apply: the estimated amount from Qualifying Transactions expected to be made as part of the 2021 Priceless Experiences Promotion is \$3,450. 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 estimated amount from Qualifying Transactions expected to be made as part of the 2021 Priceless Experiences Promotion is \$3,450. 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 amount from Qualifying Transactions expected to be made as part of the 2021 Priceless Experiences Promotion is \$3,450. 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**

DocuSigned by:

53140BB24DE045A...
Signature

Jenny Kuntz SVP Operations

Name/Title

3/30/2021

Date

DocuSigned by:

D1873EBE5134482...
Signature


Shawn Burke VP Finance & Controller

Name/Title

3/30/2021

Date

**MASTERCARD INTERNATIONAL
INCORPORATED**


Signature

Michael Moutenot/ VP Consumer Marketing

Name/Title

3-29-21

Date

2021 Priceless Experiences Promotion Overview

During the promotional period of April 1, 2021 through August 31, 2021 Mastercard International Incorporated (“Mastercard”) will be offering for purchase various experiences on priceless.com. 100% of all purchase prices made with a U.S. Mastercard will be donated to Stand Up to Cancer, a division of the Entertainment Industry Foundation.

Charity Overview

Stand Up To Cancer is a program of the Entertainment Industry Foundation (EIF), a 501(C)(3) tax-exempt organization. The EIF, as a leading charitable organization of the entertainment industry, harnesses the collective power of the entire industry to raise awareness and funds for critical health, educational and social issues in order to make a positive impact in our community and throughout the nation. EIF meets all 20 BBB Charity Standards.