

Licensed Materials Agreement

Effective as of the Effective Date (defined below at Section 15) and until the expiration or sooner termination of this Licensed Materials Agreement (the "Agreement"), Target Corporation ("Target") grants to the entity establishing a Licensee Corporate Client Account (as defined below at Section 15) and hereby accepting and agreeing to this Agreement ("Licensee"), a nonexclusive, nontransferable, revocable license to use certain copyrighted or trademarked materials and the "Target" name, provided by Target to Licensee (collectively, the "Licensed Materials") on Licensee's promotional materials in conjunction with Target GiftCards purchased by Licensee for use in a Licensee promotional program that involves distribution of such purchased Target GiftCards (the "License"). By acceptance of the License, Licensee covenants and agrees that the License is subject to the "Usage Guidelines for Target Corporation Licensed Materials" provided by Target to Licensee (including any updated versions thereof provided by Target to Licensee from time to time), incorporated herein by this reference, and that Licensee will comply with the following terms and conditions:

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2. Each Licensed Materials image will stand by itself and will be surrounded by sufficient empty space on all sides in order to avoid unintended associations with any other image or text (including, without limitation, type, pictures, logos, artwork, borders and edges).
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5. The Licensed Materials will not be used (i) in connection with any promotional program that violates any federal, state or local law (including, without limitation, privacy and "spam" laws), (ii) to encourage or reward unlawful activities, (iii) to disparage Target or any of its subsidiaries or operating divisions, their products or services, (iv) in connection with any products or services that in Target's judgment may diminish or damage the goodwill in Target's name (including, without limitation, uses that could be deemed to be obscene, pornographic or excessively violent), (v) in any manner that infringes upon the intellectual property rights of a third party, or (vi) in violation of applicable federal, state or local law, rule, regulation, ordinance, code or other governmental requirement.
6. The Licensed Materials will not be used in any manner that (i) implies Target sponsorship or endorsement of Licensee's products, services or Internet site, or (ii) misrepresents Licensee's Internet site as a Target site by using the "look and feel" of, or text from any of Target's Internet sites. Licensee's products, trademarks or logos in Licensee's promotional materials will be clearly more prominent than any of the Licensed Materials.
7. Unless otherwise approved in advance by Target, in Target's sole discretion, (i) the Licensed Materials will appear only in materials for distribution within the United States and/or on a U.S.-based Internet site, and (ii) there will be no hyperlink from the Licensed Materials.

8. The name "Target" and variations or misspellings thereof, cannot be included in the domain name of Licensee's Internet site(s), on any meta tags of Web pages comprising Licensee's site(s), in hidden text source code or in searchable keywords. Licensee will not bid on Target brand keyword or keyword strings (e.g., "Target," "Target gift card") in online search engines.

9. Legal Copy:

Target's standard disclaimer must be included on all marketing pieces and must be one click away from all banners and/or social media updates that refer to a Target brand. The preferred placement for this disclaimer is directly under the Target GiftCard image. Target is not covered under generic disclaimers. Use 6-point type for disclaimers.

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11. Except for the Licensed Materials provided to Licensee by Target and authorized for use by this Agreement, Licensee will not use any other Target logos, trademarks or copyrighted materials of Target.

12. Except as expressly set forth in this Agreement, Licensee has no right to the use of any intellectual property of Target. The Licensed Materials remain the sole intellectual property of Target.

13. Neither this Agreement, nor the License granted hereunder, will be sublicensed, assigned, transferred or otherwise conveyed (by operation of law or otherwise) by Licensee without Target's prior written approval, in its sole and absolute discretion. Any attempt at such sublicense, assignment, transfer or conveyance without Target's prior written approval, is void and of no force or effect.

14. Licensee will indemnify and hold harmless Target, its affiliates, agents and representatives, their respective officers, directors and employees from and against any and all losses, damages, liabilities or costs (including reasonable legal fees) arising out of Licensee's use of the Licensed Materials in violation of terms of this Agreement.

15. The effective date of this Agreement (the "Effective Date") is the date Licensee initially accepts and agrees to the terms of this Agreement during creation of its account with Target through the Target Corporate eGiftCard Platform (the "Licensee Corporate Client Account"). If this form of the Agreement is, as referenced below at Section 16(b), a replacement version of the Agreement initially accepted and agreed to by Licensee upon creation of its Licensee Corporate Client Account, the Effective Date is not updated and remains the same as the date of Licensee's initial acceptance of and agreement to this Agreement.

This Agreement commences on the Effective Date and, unless sooner terminated as provided in this Agreement, continues for a term ending twelve (12) months thereafter, provided that the term of this Agreement will auto renew for successive twelve (12) month periods of time unless either Licensee or Target notifies the other party of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

Target or Licensee may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party, and the termination will be effective thirty (30) days after the date the notice is given or such later date as specified in the notice. Target may terminate this Agreement immediately upon written notice to Licensee if Licensee breaches any provision of this Agreement, and such termination will be effective upon the date specified in the notice. Effective on the date this Agreement terminates or expires, Licensee must suspend any and all use of the Licensed Materials and will have no further right to use the Licensed Materials. All of the covenants, agreements and indemnities of Licensee made herein will survive the expiration or earlier termination of the Agreement.

16. Target reserves the right to modify the terms and conditions of this Agreement from time to time by either (a) providing Licensee with written notice thereof and a copy of the new Agreement (electronically or otherwise) 60 days prior to the effective date of such changes, or (b) posting a modified, replacement version of this Agreement on the Target Corporate eGiftCard Platform for Licensee review, acceptance and agreement upon Licensee log in to its Licensee Corporate Client Account (the effective date of Agreement modifications under this subsection (b) is the date of Licensee acceptance and agreement granted through log in to its Licensee Corporate Client Account). Licensee consents and agrees to be bound by any changes made as of the effective date of the changes, but subject to Licensee's termination rights set forth above at Section 15.

17. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement. The exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the parties submit to the personal jurisdiction of that court.

18. All notices to Licensee under this Agreement will be provided to either the street or email address in the Licensee Corporate Client Account. All notices to Target under this Agreement will be provided to Target Corporate Gift Card Team, 7000 Target Parkway North, NCB-01PU, Brooklyn Park, MN 55445, which address may be changed by Target upon at least ten (10) days' prior written notice to Licensee. Notices must be sent pre-paid and will be deemed to have been given upon receipt or refusal.

Last Updated April 1, 2021
TL1916248-v3

19. Licensee certifies to Target that it is authorized to accept and agree to the terms of this Agreement and does hereby accept and agree to the same, and that its covenants and agreements hereunder constitute legal and binding obligations of Licensee and are enforceable against Licensee in accordance with their terms.