

These NOSD Participation Terms (the “**Participation Terms**”), which reference and are made in accordance with (except as otherwise expressly provided in these Participation Terms) [Simon+ Rewards Program Participation Terms](#) which including the [Rewards Program Terms](#) (the “**Simon+ Terms**”) and each Sign-up Form submitted by the company named on such Sign-up Form(s) (the “**Retailer**”) are, collectively, the “**Participation Agreement**” or “**Agreement**”. The person named on the Sign-up Form enters into the Participation Agreement on behalf of Retailer upon submission of any Sign-up Form. Simon Media Properties, LLC, a Delaware limited liability company (“**Simon**”) enters into this Participation Agreement only upon Simon’s written confirmation (which may be by e-mail) of acceptance of Retailer’s Sign-up Form submission, including, without limitation, confirmation of inclusion in the National Outlet Shopping Day® promotions to be held by Simon in the current year (“**NOSD**” or “**NOSD Program**”) of any Offer(s)(as defined in Section 1 below) included in any such Sign-up Form (or otherwise provided to Simon by Retailer) (each a “**Confirmation**”). This Participation Agreement becomes effective as of the date of Simon’s first Confirmation of any Sign-up Form or any Offer(s) (or both) provided to Simon by Retailer (“**Effective Date**”). For avoidance of doubt, any Confirmation of any Sign-up Form or any Offer(s) (or both) is not guaranteed and will be made or withheld in Simon’s sole discretion. Simon and Retailer are each a “**Party**” and collectively the “**Parties**” to this Participation Agreement as of the Effective Date. Retailer acknowledges and agrees that these Participation Terms may be updated by Simon at any time upon publication of such updates to this website page and without prior notice to Retailer, at which time such updated Participation Terms become a part of the Participation Agreement and supersede any prior version of the Participation Terms.

Affiliates of Simon own or manage (or both) retail shopping center properties across the United States and Canada known as Premium Outlets® that participate in the NOSD Program (the “**Properties**”). Simon has contracted with a third party, ShopSimon, LLC, a Delaware limited liability company (“**ShopSimon**”) to provide the loyalty and rewards program for Simon, the Properties, and other retail shopping center properties controlled by Simon’s Affiliates (the “**Rewards Program**” or “**Simon+**”) as promoted at <https://plus.simon.com> (the “**Rewards Site**”). Retailer acknowledges and agrees that Simon, Simon’s Affiliates, and ShopSimon (collectively, the “**Simon Entities**”) may use third-party contractors to provide parts of NOSD Program or Simon+ (or both)(collectively, “**Program Vendors**”).

Retailer desires to Participate (as defined in Section 1 below) in NOSD Program for the promotion of Retailer’s goods or services (each an “**Item**”), brand(s), Offer(s)(if any), and any applicable Retailer online or mobile e-commerce outlet(s) or physical retail outlets in

any of the Properties (each a “**Store**”), subject to the terms of this Participation Agreement (the “**Purpose**” for Retailer). Retailer may end Participation in NOSD Program at any time pursuant to Section 2(c) below. The “**Purpose**” for the Simon Entities is to promote the Properties, NOSD, and the Rewards Program and increase the usefulness of NOSD Program to the Properties, the Rewards Program, and participating Retailers including, without limitation, by securing and promoting Retailer’s Participation in the NOSD Program and any Offer(s) Retailer provides for inclusion in NOSD Program, and to promote, in general, the Properties, the Sites, the Rewards Program, and the NOSD Program in all Media (as defined in Section 1 below).

Therefore, the Parties agree as follows:

1. Definitions.

(a) “**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party, where “**control**” is defined (and used throughout this Agreement) as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an such entity, whether through ownership of voting securities, by contract, or otherwise. Regarding Simon, the term Affiliate also includes any joint venture partner in the ownership of any of the Properties with Simon or another Affiliate of Simon.

(b) “**Applicable Law**” means, for the interpretation and enforcement of this Agreement, the Governing Law (as defined in Section 6 below), and if and to the extent applicable and binding on Simon or Retailer in any way related to NOSD Program:

1. Any law, statute, or regulation in force from time-to-time to which a Party is subject
2. Common law and laws of equity;
3. Any binding court order, judgment, or decree; or
4. Any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party’s assets, resources, or business activities.

(d) “**Media**” means the Sites (as defined in the Simon+ Terms) including, without limitation, Simon.com and the Rewards Site, ShopSimon.com, and any other print, digital, or other type of media known as of, or that becomes known at any time after, the Effective Date including, without limitation, advertisements on websites and digital screens, printed banners and brochures, e-mail and mobile text messages, and postings on social media outlets such as Facebook, Instagram, TikTok, YouTube, Threads, X, and the like (“**Social Media**”) whether any such media is controlled by any of the Simon Entities or a Program Vendor.

(e) **“Offer”** means an offer from Retailer to provide (and pay the cost of so providing) to visitors to a Store, one or more Properties, or the Sites (as defined in the Simon+ Terms) (each a **“Shopper”**) certain discounts, coupons, experiences, gifts, cash back, or other benefits (each a **“Retailer Perk”**) that may be redeemed by the Shopper by making a qualifying purchase, visiting, or performing an discrete action at or related to a Store, one or more Properties, or the Sites.

(f) **“Participate”, “Participating”, or “Participation”** means Retailer (i) allowing the Simon Entities to promote Retailer and any Store(s), Offer(s), Item(s), and related Retailer Materials that Retailer makes available to any of the Simon Entities or Program Vendors for inclusion in any part of NOSD Program in all Media for the Simon Entities’ Purpose and (ii) allowing the use of Transaction Data for Transaction Matching (as defined in the Simon+ Terms) and Receipt Scanning (as defined in the Simon+ Terms).

(g) **“Retailer Materials”** means any tradenames, logos, descriptions, photographs, images, videos, audio, or other materials in which Retailer or Retailer’s Affiliates or licensor’s have intellectual property right(s) including, without limitation, rights in trademark, copyright, or trade secret law (**“IP Rights”**) that is associated with any Offer, Item, Store, or brand of Retailer that Retailer submits with an Offer or for inclusion in NOSD Program in any other manner.

2. Retailer Participation.

(a) **Participation and Disclaimer of Warranty.** Retailer hereby agrees to Participate in NOSD Program subject to the terms of the Participation Agreement at Retailer’s own risk and expense. Participation in NOSD Program is undertaken by Retailer as an independent contractor and neither Retailer nor any of Retailer’s employees, agents, directors, officers, professional advisors, or contractors may speak for (except as expressly provided in the Participation Agreement) or bind to any agreement any of the Simon Entities, the NOSD Program, the Properties, or any Program Vendor or claim any employment or other business relationship, or entitlement to any benefits of employment, with any of the Simon Entities or Program Vendors. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE PARTICIPATION TERMS, THE SIMON ENTITIES HEREBY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PART OF NOSD PROGRAM INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) **Offers.** By submitting any Offer to any of the Simon Entities or Program Vendors for inclusion in the NOSD Program, Retailer agrees to Participate and abide by the terms of such Offer as specified in the Sign-up Form (or as otherwise provided to any of the Simon Entities or Program Vendors in writing) and to pay the cost of providing any associated

Retailer Perks to Shoppers. Retailer may augment or amend the terms of an Offer for which Retailer previously received a Confirmation from any of the Simon Entities upon written notice (including by e-mail) to Simon at any time, unless Simon deems (in writing, including by email, to Retailer), in Simon's sole discretion, that any such augmentation or amendment to such Offer violates Applicable Law or does not fit within the Simon Entities' Purpose, in which case Retailer may elect to honor the original terms of such Offer or to have such Offer removed from NOSD Program in reasonably prompt written response (including by email to Simon). In any event, each Offer provided by Retailer must comply, and Retailer must administer and honor such Offer in compliance, with Applicable Law and the Participation Agreement terms.

(c) **Term and Termination.** The term of the Participation Agreement ("**Term**") shall begin on the Effective Date and shall end on the earlier of: (i) the date that Retailer's Participation in NOSD Program is terminated pursuant to a written notice (including by e-mail) sent to Retailer by Simon at any time; (ii) upon Simon's receipt of at least 30 days prior written notice by e-mail to retailermarketing@simon.com from Retailer of termination of the Retailer's Participation in NOSD Program, or (iii) the termination or replacement of the entire NOSD Program by Simon. Upon termination of the Term pursuant to this paragraph, (A) the Simon Entities and Program Vendors shall remove all Retailer Offers and Retailer Materials from NOSD Program and the Rewards Site; and (B) Retailer shall cease any use of any Simon Marks (as defined in Section 3 below) and delete any mention of NOSD Program and the Simon Marks from any Media under Retailer's reasonable control as of such termination date.

3. Grant of License; Use of Trademarks/Publicity; Collection of Data.

(a) Retailer hereby grants a world-wide, royalty-free, non-exclusive license to the Simon Entities and Program Vendors, subject to the applicable terms of this Agreement, to use, copy, and display the Retailer Materials during the Term, in any Media for the Purpose. Retailer hereby warrants and represents and agrees to indemnify and hold harmless the Simon Entities and Program Vendors from any claim of any third party that any of the Retailer Materials, Items, Stores, or Offers that Retailer provides violate any of the IP Rights or any other right, title, or interest of such third party or in any way related to any purchase made at any Retailer Store or the awarding of Retailer Perks.

(b) National Outlet Shopping Day®, #NOSD®, Simon®, ShopSimon®, Simon+® and related trademarks and copyrights incorporating such tradenames, are property of SPG IP Holdings LLC ("**SPGIP**"), a Simon Affiliate, and the trade names and trademarks associated with the Properties are property of or licensed by SPGIP to a Simon Affiliate that controls such Property (collectively, the "**Simon Marks**"). Retailer shall be obligated to seek prior written

approval (which may be by email) from Simon of the form and substance of any public announcement in any way relating to this Agreement, the NOSD Program, or that in any way incorporates the Simon Marks. If Simon approves a public announcement of Retailer pursuant to the immediately preceding sentence Retailer is granted a license to use the Simon Marks only as so approved in Media in the United States, Puerto Rico, and Canada, on a non-exclusive, royalty-free basis, during the Term, for Retailer's Purpose only.

(d) Retailer hereby acknowledges and agrees that the Simon Entities and Program Vendors may collect, access, and use data related to Shoppers' visits to the Properties, Stores, Sites, and any Offer redemptions in any way related to the NOSD Program that are trackable by any of the Simon Entities or Program Vendors ("**Program Data**") for the purpose of gathering performance analytics, improving Shopper experiences, informing marketing and business strategies of the Simon Entities and the Properties, and supporting the business operations of the Simon Entities related to the Properties, the NOSD Program, the Rewards Program, ShopSimon.com, and any of the Sites ("**Program Analytics**"). For avoidance of doubt, Program Data and Program Analytics are the sole property and Confidential Information of Simon including, without limitation, all IP Rights in such data and analytics. Nothing in the Participation Agreement gives Retailer any rights or license to any Program Data or Program Analytics and Simon is not obligated to share any of such Program Data or Program Analytics with Retailer.

(c) Other than those licenses expressly granted in this Agreement, neither Party gains any IP Right or any other right, title, or interest in any of the other Party's trademarks, copyrightable material, technology, know-how, trade secrets, Confidential Information, or other proprietary information by virtue of this Agreement.

4. Control of NOSD Program.

(a) The Simon Entities have the right to (i) determine the appearance, content, design, functionality and all other aspects of the NOSD Program (including, without limitation, the right to remove or alter content, appearance, design, benefits, and functionality from time to time); and (ii) remove, refuse to include, or delay inclusion of any Offers, Retailer Materials, or Items from NOSD Program. Retailer is responsible for promptly removing from any Retailer Materials provided to Simon any content that (a) is or becomes prohibited or infringing of any third-party's IP Rights under Applicable Law, (b) has been removed, refused, or delayed by Simon for any reason. Notwithstanding anything to the contrary in this Agreement, Simon reserves the right to deem any Offers, Items, or Retailer Materials, inappropriate to be included in NOSD Program, in Simon's sole discretion, and immediately remove and deny inclusion thereafter of such Offers, Items, or Retailer Materials from being included within NOSD Program at any time without notice to Retailer. The Simon

Entities hereby indemnify and hold harmless Retailer, Retailer's Affiliates, and their Store(s) from any claim by any third party related to violation of such third party's IP Rights or any other right, title, or interest of such third party related to the Simon Entities' promotion or administration of NOSD Program (except to the extent due primarily to the content, or Retailer's administration, of any of Retailer's Offers, awarding of any Retailer Perks, purchases made at Retailer's Stores, or of the content of any Retailer Materials).

5. Confidentiality. Each Party ("**Receiving Party**") agrees that, without the prior written consent of the other Party ("**Disclosing Party**"), Receiving Party shall not use for any purpose other than conducting the business activities expressly provided for in this Agreement or divulge to any third party, except the Receiving Party's Affiliates and the directors, officers, advisors, and employees of the Receiving Party and Receiving Party's Affiliates that need to know related to Receiving Party's performance or enjoyment of rights under this Agreement and have agreed to comply with confidentiality obligations not less protective than as provided in this paragraph, any Confidential Information of the Disclosing Party obtained in connection with the performance of this Agreement, except for information (a) already known to or otherwise in the possession of the Receiving Party without an existing obligation of confidentiality at the time of receipt from the Disclosing Party; (b) made generally available to the public (other than as a result of a disclosure by the Receiving Party); (c) rightfully obtained by the Receiving Party from any third party without restriction and without breach of this Agreement by the Receiving Party; (d) disclosed by the Disclosing Party without restriction as confirmed in writing, (e) is required by Applicable Law to be disclosed by the Receiving Party provided the Receiving Party promptly notifies the Disclosing Party in writing, to the extent legally permitted, of the necessity of such disclosure and cooperates with the Disclosing Party (at the Disclosing Party's expense) if Disclosing Party elects to pursue legal means to contest and avoid the disclosure; (f) disclosed by the Receiving Party pursuant to arbitration or other legal proceedings initiated by either Party to enforce this Agreement; or (g) disclosed to attorneys and similar outside advisors on a confidential basis subject to the other confidentiality provisions set forth in this paragraph. Receiving Party shall protect all such Confidential Information of the Disclosing Party using the same safeguards as Receiving Party customarily uses to protect Receiving Party's own Confidential Information of a similar character. The obligations of each Party pursuant to this paragraph shall survive for a three-year period following the early termination or expiration of the Term. As used in this Agreement, "**Confidential Information**" means and includes all financial, technical, and other information provided by the Disclosing Party to the Receiving Party, which is marked as confidential (or, if delivered orally, which is identified as confidential at the time of disclosure), or given the circumstances a reasonable person would consider such

information confidential in nature, including, but not limited to, including but not limited to, Program Data, Program Analytics, financial information, market information, sales information, customer information, personnel information, vendor information, and marketing strategies.

6. Miscellaneous. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL THE SIMON ENTITIES BE LIABLE TO THE RETAILER AND RETAILER'S AFFILIATES NOR SHALL RETAILER AND RETAILER AFFILIATES BE LIABLE TO THE SIMON ENTITIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY. Notices required or permitted by this Agreement shall be delivered by the sending Party by overnight courier that provides receipt of delivery (which shall be effective upon date of delivery or rejection) with a copy by e-mail: if to Retailer, to the business address and e-mail provided by Retailer in the Sign-up Form or otherwise in writing to Simon and, if to Licensor, at 225 W. Washington Street, Indianapolis, IN 46204, Attention: General Counsel and e-mail to notices@simon.com and retailermarketing@simon.com. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement or shall be deemed modified to the extent necessary to render such term or provision enforceable and the remaining provisions of the Agreement shall remain in full force and effect. The waiver by a Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Any obligations of the Parties relating to limitations on liability, confidentiality, indemnification, and other obligations under this Agreement that, by their nature are intended to survive termination, will survive termination. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Indiana ("**Governing Law**"), without regard to the State of Indiana's (or any other state's) conflict of law provisions. To the fullest extent permitted by Applicable Law, no claim under this Agreement may be joined to any other claim and no class action proceedings will be permitted. Each Party hereby irrevocably waives its right to trial by jury in any action or proceeding arising out of this Agreement or the transactions relating to its subject matter. The Parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement. These Participation Terms and each Sign-up Form that has received Confirmation from Simon constitute the entire agreement between Simon and Retailer in any way related to the

subject matter contained in any such Sign-up Form or Retailer's participation in NOSD Program and supersedes all prior agreements or communications whether written or oral. Neither Party has been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement. Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Retailer and Simon by their respective authorized officers.