UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2023

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)

Delaware	**26-3039436**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

675 Ponce de Leon Ave. NE, Ste 6000 **Atlanta** **Georgia** **30308**

(Address of principal executive offices, including zip code)

(888) 792-5802

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CDLX	NASDAQ

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 30, 2023, there were 33,908,198 shares outstanding of the registrant's common stock, par value $0.0001.

CARDLYTICS, INC.
QUARTERLY REPORT ON FORM 10-Q
TABLE OF CONTENTS

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 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 sustain our revenue and billings growth rate 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, Bank of America, 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.
- If we are unable to successfully integrate Dosh’s, Bridg’s and Entertainment's businesses and employees, it could have an adverse effect on our future results and the market price of our common stock.
- The total amount we will have to pay in connection with the acquisition of Bridg has not been conclusively determined, and it may be materially larger than we expect.
- The ongoing COVID-19 pandemic could materially and adversely affect our business, results of operations and financial condition.

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 Notes or to repurchase the Notes for cash upon a fundamental change, which could adversely affect our business and results of operations.
- We are subject to counterparty risk with respect to the Capped Calls.

Risks Related to Regulatory and Intellectual Property Matters

- Legislation and regulation of online businesses, including privacy and data protection regimes, are expansive, not clearly defined and rapidly evolving. Such regulation could create unexpected costs, subject us to enforcement actions for compliance failures, or restrict portions of our business or cause us to change our business model.
- 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 acquiring 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. FINANCIAL INFORMATION
ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

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

	December 31, 2022	March 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 121,905	$ 139,194
Restricted cash	80	82
Accounts receivable and contract assets, net	115,609	93,707
Other receivables	4,470	5,143
Prepaid expenses and other assets	7,978	8,261
Total current assets	250,042	246,387
Long-term assets:		
Property and equipment, net	5,916	4,755
Right-of-use assets under operating leases, net	6,571	7,295
Intangible assets, net	53,475	50,006
Goodwill	352,721	352,721
Capitalized software development costs, net	19,925	20,811
Other long-term assets, net	2,586	2,621
Total assets	$ 691,236	$ 684,596
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 3,765	$ 2,073
Accrued liabilities:		
Accrued compensation	10,486	7,457
Accrued expenses	21,335	21,990
Partner Share liability	48,593	38,950
Consumer Incentive liability	53,983	43,354
Deferred revenue	1,751	2,769
Current operating lease liabilities	4,910	4,713
Current contingent consideration	104,121	69,537
Total current liabilities	248,944	190,843
Long-term liabilities:		
Convertible senior notes, net	226,047	226,407
Long-term operating lease liabilities	4,306	4,933
Deferred liabilities	334	93
Long-term debt	—	30,000
Total liabilities	$ 479,631	$ 452,276
Stockholders' equity:		
Common stock, $0.0001 par value—100,000 shares authorized, and 33,477 and 33,671 shares issued and outstanding as of December 31, 2022 and March 31, 2023, respectively	$ 9	$ 9
Additional paid-in capital	1,182,568	1,190,949
Accumulated other comprehensive income	5,598	4,324
Accumulated deficit	(976,570)	(962,962)
Total stockholders' equity	211,605	232,320
Total liabilities and stockholders' equity	$ 691,236	$ 684,596

See notes to the condensed consolidated financial statements

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

	Three Months Ended March 31,	
	2022	2023
Revenue	$ 67,928	$ 64,331
Costs and expenses:		
Partner Share and other third-party costs	35,153	33,384
Delivery costs	6,533	6,424
Sales and marketing expense	17,648	13,948
Research and development expense	12,291	11,564
General and administration expense	20,425	13,070
Acquisition and integration (benefit) cost	(4,599)	1,723
Change in fair value of contingent consideration	(65,050)	(34,584)
Depreciation and amortization expense	9,871	6,575
Total costs and expenses	32,272	52,104
Operating income	35,656	12,227
Other expense (income):		
Interest expense, net	(947)	(8)
Foreign currency (loss) gain	(1,671)	1,389
Total other (expense) income	(2,618)	1,381
Income before income taxes	33,038	13,608
Income tax benefit	—	—
Net income	33,038	13,608
Net income attributable to common stockholders	$ 33,038	$ 13,608
Net income per share attributable to common stockholders, basic	$ 0.98	$ 0.41
Net income per share attributable to common stockholders, diluted	$ 0.91	$ 0.40
Weighted-average common shares outstanding, basic	33,741	33,595
Weighted-average common shares outstanding, diluted	37,185	36,727

See notes to the condensed consolidated financial statements

CARDLYTICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(Amounts in thousands)

	Three Months Ended March 31,	
	2022	**2023**
Net income	$ 33,038	$ 13,608
Other comprehensive income:		
Foreign currency translation adjustments	1,367	(1,274)
Total comprehensive income	$ 34,405	$ 12,334

See notes to the condensed consolidated financial statements

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

Three Months Ended March 31, 2023:

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total
	Shares	Amount				
Balance – December 31, 2022	33,477	$ 9	$ 1,182,568	$ 5,598	$ (976,570)	$ 211,605
Stock-based compensation	—	—	8,381	—	—	8,381
Settlement of restricted stock	168	—	—	—	—	—
Other comprehensive income	—	—	—	(1,274)	—	(1,274)
Net income	—	—	—	—	13,608	13,608
Balance – March 31, 2023	33,645	$ 9	$ 1,190,949	$ 4,324	$ (962,962)	$ 232,320

Three Months Ended March 31, 2022:

	Common Stock		Additional Paid-In-Capital	Accumulated Other Comprehensive (Loss) Income	Accumulated Deficit	Total
	Shares	Amount				
Balance – December 31, 2021	33,534	$ 9	$ 1,212,823	$ 486	$ (522,618)	$ 690,700
Cumulative effect upon adoption of ASU	—	—	(51,417)	—	11,312	(40,105)
Exercise of common stock options	12	—	195	—	—	195
Stock-based compensation	—	—	14,538	—	—	14,538
Settlement of restricted stock	71	—	—	—	—	—
Common stock purchase consideration for the acquisition of Entertainment	173	—	11,937	—	—	11,937
Other comprehensive income	—	—	—	1,367	—	1,367
Net income	—	—	—	—	33,038	33,038
Balance – March 31, 2022	33,790	$ 9	$ 1,188,076	$ 1,853	$ (478,268)	$ 711,670

See notes to the condensed consolidated financial statements

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

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2023
Operating activities		
Net income	$ 33,038	$ 13,608
Adjustments to reconcile net income to net cash used in operating activities:		
Credit loss expense (gain)	346	(246)
Depreciation and amortization	9,871	6,575
Amortization of financing costs charged to interest expense	402	407
Amortization of right-of-use assets	1,516	1,235
Stock-based compensation expense	13,585	7,968
Change in fair value of contingent consideration	(65,050)	(34,584)
Other non-cash expense (income), net	1,574	(905)
Change in operating assets and liabilities:		
Accounts receivable	15,279	21,405
Prepaid expenses and other assets	(725)	(369)
Accounts payable	(855)	(1,691)
Other accrued expenses	(11,569)	(3,136)
Partner Share liability	(9,600)	(9,701)
Consumer Incentive liability	(7,503)	(10,630)
Net cash used in operating activities	(19,691)	(10,064)
Investing activities		
Acquisition of property and equipment	(397)	(360)
Acquisition of patents	(49)	—
Capitalized software development costs	(2,314)	(2,442)
Business acquisitions, net of cash acquired	(2,274)	—
Net cash used in investing activities	(5,034)	(2,802)
Financing activities		
Proceeds from issuance of debt	—	30,000
Principal payments of debt	(13)	(4)
Proceeds from issuance of common stock	195	—
Deferred debt costs	—	(15)
Net cash provided by financing activities	182	29,981
Effect of exchange rates on cash, cash equivalents and restricted cash	(634)	176
Net (decrease) increase in cash, cash equivalents and restricted cash	(25,177)	17,291
Cash, cash equivalents, and restricted cash — Beginning of period	233,562	121,985
Cash, cash equivalents, and restricted cash — End of period	$ 208,385	$ 139,276

See notes to the condensed consolidated financial statements

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

	Three Months Ended March 31,	
	2022	2023
Reconciliation of cash, cash equivalents and restricted cash to the condensed consolidated balance sheet:		
Cash and cash equivalents	$ 208,293	$ 139,194
Restricted cash	92	82
Total cash, cash equivalents and restricted cash — End of period	$ 208,385	$ 139,276
Supplemental schedule of non-cash investing and financing activities:		
Cash paid for interest	$ 1,169	$ 1,268
Common stock purchase consideration for acquisition of Entertainment	$ 11,937	$ —
Amounts accrued for property and equipment and capitalized software development costs	$ 29	$ —

See notes to the condensed consolidated financial statements

CARDLYTICS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. OVERVIEW OF BUSINESS AND BASIS OF PRESENTATION

Cardlytics, Inc. (“we,” “our,” “us,” the “Company,” or “Cardlytics”) is a Delaware corporation and was formed on June 26, 2008. We operate an advertising platform within our own and our partners' digital channels, which includes online, mobile applications, email, and various real-time notifications (the "Cardlytics platform"). We also operate a customer data platform that utilizes point-of-sale data, including product-level purchase data, to enable marketers, in a privacy-protective manner, to perform analytics and targeted loyalty marketing and to 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 that provide us with access to their point-of-sale 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 retail, restaurant, travel and entertainment, direct-to-consumer, and grocery and gas. Using our purchase intelligence, we present customers with offers to save money at a time when they are thinking of their finances.

We also operate through (1) Dosh Holdings LLC, a wholly owned and operated subsidiary in the United States, (2) HSP EPI Acquisition, LLC ("Entertainment"), a wholly owned and operated subsidiary in the United States, and (3) Cardlytics UK Limited, a wholly owned and operated subsidiary registered as a private limited company in England and Wales.

Unaudited Interim Results

The accompanying unaudited interim condensed consolidated financial statements and information have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) and in accordance with the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and disclosures required by GAAP for complete financial statements. In the opinion of management, these financial statements contain all normal and recurring adjustments considered necessary to present fairly the financial position, results of operations, and cash flows for the periods presented. The results for interim periods presented are not necessarily indicative of the results to be expected for the full year due to the seasonality of our business, which has been historically impacted by higher consumer spending during the fourth quarter. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and related notes thereto included on our Annual Report on Form 10-K ("Annual Report") for the fiscal year ended December 31, 2022.

Acquisitions

On January 7, 2022, we purchased Entertainment for $13.0 million in equity at an agreed-upon price of $66.52 per share, subject to $1.1 million of fair value adjustments based on the acquisition close date, and $2.3 million in cash, subject to $0.4 million of adjustments, for an acquisition date fair value of $14.6 million. Refer to Note 3 - Business Combinations for further information.

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, valuation of contingent consideration for Bridg, goodwill impairment, 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.

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 the COVID-19 pandemic, rising inflation, the U.S. Federal Reserve raising interest rates, disruptions in access to bank deposits or lending commitments due to bank failures and the Russia-Ukraine war 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.”

2. SIGNIFICANT ACCOUNTING POLICIES AND RECENT ACCOUNTING STANDARDS

Significant Accounting Policies

There have been no changes to our significant accounting policies, other than the standards adopted below. These unaudited interim condensed consolidated financial statements have been prepared on a basis consistent with that used to prepare our audited annual consolidated financial statements for the year ended December 31, 2022, and include, in the opinion of management, all adjustments, consisting of normal recurring items, necessary for the fair statement of the condensed consolidated financial statements.

Recently Adopted Accounting Pronouncements

In August 2020, the FASB issued ASU 2020-06, *Debt—Debt with Conversion Options ("Subtopic 470-20") and Derivatives and Hedging—Contracts in Entity's Own Equity ("Subtopic 815-40")*, which simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts on an entity's own equity. ASU 2020-06 also improves and amends the related Earnings Per Share guidance for both Subtopics. The ASU is part of the FASB's simplification initiative, which aims to reduce unnecessary complexity in U.S. GAAP, as it removes the requirement to bifurcate our Convertible Senior Notes (the "Notes") into a separate liability and equity component. As a result, it more closely aligns the effective interest rate with the coupon rate of the Notes. ASU 2020-06 is effective for annual reporting periods beginning after December 15, 2021. On January 1, 2022, we adopted this standard using the modified retrospective method which allowed for a cumulative-effect adjustment to the opening balance sheet without restating prior periods. As we did not elect the fair value option in the process, the Notes, net of issuance costs, are accounted for as a single liability measured at amortized cost. Upon adoption, we recorded a decrease in accumulated deficit of $11.3 million, an increase to convertible senior notes, net of $40.1 million and a decrease to additional paid in capital of $51.4 million. Refer to Note 6, "Debt and Financing Arrangements" for further information about the Notes.

In October 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which require an entity (acquirer) to recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606. At the acquisition date, an acquirer should account for the related revenue contracts in accordance with Topic 606 as if it had originated the contracts. Under current GAAP, an acquirer generally recognizes assets acquired and liabilities assumed in a business combination, including contract assets and contract liabilities arising from revenue contracts with customers and other similar contracts that are accounted for in accordance with Topic 606, at fair value on the acquisition date. ASU 2020-08 is effective for annual reporting periods beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption of the amendments is permitted, including adoption in an interim period. On January 1, 2022 we early adopted this standard with no material impact to our financial statements.

3. BUSINESS COMBINATIONS

Acquisition of Bridg

On May 5, 2021, we completed the acquisition of Bridg for purchase consideration of $578.9 million. The purchase consideration consisted of a $350.0 million cash purchase price, subject to $2.8 million of adjustments and escrows, and contingent consideration with an initial fair value of $230.9 million related to additional potential future payments. Under the Merger Agreement, the potential payment to be paid within approximately 2 business days of the determination or agreement of the first payment amount (the "First Anniversary Payment") is to be equal to 20 times the difference between the U.S. annualized recurring revenue ("ARR"), based on revenue in April 2022, and $12.5 million. The potential payment to be paid within approximately 2 business days of the determination of the second payment amount (the "Second Anniversary Payment") will be equal to 15 times the difference between the ARR for customers as of the first anniversary, based on the April 2023 revenue, and the prior ARR at the first anniversary. At least 30% of each of the First Anniversary Payment and the Second Anniversary Payment will be paid in cash, with the remainder to be paid in cash or our common stock, at our option. If we choose to pay a portion of the First Anniversary Payment or Second Anniversary Payment in our common stock, the number of shares will be determined by dividing the amount of the payment by the trailing 20-day volume-weighted average price ending on the first anniversary date or second anniversary date, as applicable. We also assumed unvested options to purchase Bridg's common stock and attributed $0.8 million of their fair value to the pre-combination service period. ARR is a performance metric defined within Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations". Refer to Note 8—Fair Value Measurements and Note 12—Subsequent events for further information.

As of March 31, 2023, the First Anniversary Payment has not been made. Per the terms of the Merger Agreement, we delivered the First Earnout Statement within 30 days of the first anniversary of the acquisition. We subsequently agreed to extend the Bridg stockholder representative's review period. During the third quarter of 2022, we received an objection from the Bridg stockholder representative that alleges a material understatement of the First Anniversary Payment amount. We followed the dispute resolution process specific to the First Anniversary Payment outlined in the Merger Agreement and referred the matter to an independent accountant. On April 28, 2023, the independent accountant made its determination of the appropriate amount of ARR at the first anniversary and as a result the Company was able to calculate the amount of the First Anniversary Payment. Refer to Note 12—Subsequent events for further information.

During the three months ended March 31, 2022 and 2023, we incurred a $4.6 million benefit and a $1.7 million of expense, respectively, in connection with our acquisition of Bridg due to the changes in the estimated brokerage fees and transaction bonuses and accounting for all true-ups and credits related to the acquisition of Bridg. These benefits and costs are included in acquisition and integration benefit (cost) on our condensed consolidated statements of operations.

Acquisition of Entertainment

On January 7, 2022, we completed the acquisition of Entertainment for purchase consideration of $14.6 million, as presented below (in thousands):

		January 7, 2022
Fair value of common stock transferred	$	11,937
Cash paid to extinguish acquiree debt		2,053
Cash paid to settle pre-acquisition liabilities and acquiree deal-related costs		624
Cash paid to membership interest holders		24
Cash receivable from membership interest holders pursuant to finalization of net working capital		(61)
Total purchase consideration	$	14,577

The following table presents the preliminary purchase consideration allocation recorded on our condensed consolidated balance sheet as of the acquisition date (in thousands):

		January 7, 2022
Cash and cash equivalents	$	376
Accounts receivable and other assets		1,259
Intangible assets		9,800
Goodwill		5,002
Accounts payable and other liabilities		(1,860)
Total purchase consideration	$	14,577

The goodwill was primarily attributed to the value of future synergies created with our current and future offerings. Goodwill is not expected to be deductible for income tax purposes.

The following table presents the components of identifiable intangible assets acquired and their estimated useful lives as of the date of acquisition (dollars in thousands):

		Fair Value	Useful life (in years)
Trade name	$	800	3.0
Developed technology		700	3.0
Merchant relationships		8,300	4.0

The results of Entertainment have been included in the consolidated financial statements since its date of acquisition. For each of the three months ended March 31, 2022 and 2023, Entertainment's combined revenue included in the consolidated statement of operations was approximately 3% of consolidated revenue. Due to the continued integration of the combined businesses, it was impractical to determine the earnings.

Pro forma consolidated results of operations

The following unaudited pro forma financial information presents combined results of operations for the period presented as if the acquisition of Entertainment had been completed on January 1, 2022. The pro forma information includes adjustments to depreciation expense for property and equipment acquired, to amortize expense for the intangible assets acquired and to eliminate the acquisition transaction expenses recognized in the period. The pro forma financial information is for informational purposes only and is not necessarily indicative of the consolidated results of operations of the combined business had the acquisition actually occurred on January 1, 2022 or the results of future operations of the combined business. For instance, planned or expected operational synergies following the acquisition are not reflected in the pro forma information. Consequently, actual results will differ from the unaudited pro forma information presented below.

	Three Months Ended March 31, 2022 (in thousands)
Revenue	$ 67,949
Net income	$ 32,766

4. GOODWILL AND ACQUIRED INTANGIBLES

There have been no changes to the carrying amounts of goodwill since December 31, 2022. The carrying amounts of goodwill for the three months ended March 31, 2023 are as follows (in thousands):

	Cardlytics Platform	Bridg Platform	Consolidated
Gross goodwill	$ 210,692	$ 538,271	$ 748,963
Accumulated impairments	(46,262)	(349,980)	(396,242)
Net goodwill	$ 164,430	$ 188,291	$ 352,721

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.

We have assessed the triggering events criteria along with related conditions and developments as of March 31, 2023. We have determined that none of the conditions collectively constitute a triggering event. As such, we have determined that it is not more likely than not that the carrying values of our reporting units exceed their respective fair values, and an impairment test was not required as of March 31, 2023.

As of June 30, 2022 we determined that it was necessary to perform an interim impairment test for goodwill, in which we recognized goodwill impairment of $83.1 million related to the Bridg platform.

Subsequently, we performed our annual impairment test as of October 1, 2022 and determined that the carrying value of both the Cardlytics platform in the U.S. and the Bridg platform exceeded their respective fair values, and we recognized goodwill impairment of $313.1 million as of December 31, 2022.

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

	Gross Carrying Amount [(1)] (in thousands)	Accumulated Amortization (in thousands)	Net (in thousands)	Weighted Average Remaining Useful Life (in years)
Trade name	$ 2,315	$ (1,836)	$ 479	0.6
Developed technology	64,070	(27,174)	36,896	1.0
Merchant relationships	25,915	(13,374)	12,541	1.3
Total other intangible assets	$ 92,300	$ (42,384)	$ 49,916	

(1) We recorded an impairment of intangible assets in the amount of $56.4 million as of December 31, 2022.

Amortization expense of acquired intangibles during the three months ended March 31, 2022 and 2023 was $7.1 million and $3.5 million, respectively.

Acquired intangible assets subject to amortization as of December 31, 2022 were as follows:

	Gross Carrying Amount	Accumulated Amortization	Impairments of Intangible Assets	Net	Weighted Average Remaining Useful Life
	(in thousands)				(in years)
Trade name	$ 3,500	$ (1,744)	$ (1,185)	$ 571	1.4
Developed technology	91,700	(24,882)	(27,630)	39,188	3.6
Merchant relationships	40,300	(12,301)	(14,385)	13,614	1.7
Partner relationships	2,000	(450)	(1,550)	—	0.0
Card-linked subscriber user base	17,000	(5,355)	(11,645)	—	0.0
Total other intangible assets	$ 154,500	$ (44,732)	$ (56,395)	$ 53,373	

As of March 31, 2023, we expect amortization expense in future periods to be as follows (in thousands):

	Amount
2023 (remaining nine months)	10,278
2024	13,269
2025	11,808
2026	9,673
2027	4,888
Thereafter	—
Total expected future amortization expense	$ 49,916

5. REVENUE

The Cardlytics platform

The Cardlytics platform is our proprietary native bank advertising channel that enables marketers to reach consumers through the FIs' 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 FIs’ customers after they make qualifying purchases ("Consumer Incentives"). Leveraging our powerful purchase intelligence 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. Consumer Incentives totaled $30.3 million and $31.3 million during the three months ended March 31, 2022 and 2023, 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 operation is presented net of Consumer Incentives and gross of Partner Share.

We price our advertising campaigns predominantly in two ways: (1) Cost per Served Sale (“CPS”), and (2) Cost per Redemption (“CPR”).

- **CPS.** Our primary pricing model is CPS, which we created to meet the media-buying preferences of marketers. We generate revenue by charging a percentage 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 select the marketing 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 advertising 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.
- **CPR.** Under our CPR pricing model, marketers generally specify and fund the Consumer Incentive and pay us a separate negotiated, fixed marketing fee for each purchase that we generate. We generally generate revenue if the consumer (1) is served marketing, (2) selects the marketing and thereby becomes eligible to earn the applicable Consumer Incentive, and (3) makes a qualifying purchase from the marketer during the campaign period. We set the CPR fee for marketers based on our estimation of the marketers’ return on spend for the relevant campaign.

The following table summarizes revenue from the Cardlytics platform by pricing model (in thousands):

	Three Months Ended March 31,	
	2022	2023
Cost per Served Sale	$ 38,715	$ 39,270
Cost per Redemption	23,019	17,935
Other	2,249	1,825
Cardlytics platform revenue	$ 63,983	$ 59,030

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, data analytics 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 36 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):

	Three Months Ended March 31,	
	2022	2023
Subscription revenue	$ 3,915	$ 5,301
Other revenue	30	—
Bridg platform revenue	$ 3,945	$ 5,301

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

Contract Balance Type	Consolidated Balance Sheets Location	December 31, 2022	March 31, 2023
Contract assets, current	Accounts receivable and contract assets, net	$ 28	$ 391
Contract assets, long-term	Other long-term assets, net	—	—
Total contract assets		$ 28	$ 391
Contract liabilities, current	Deferred revenue	$ 1,750	$ 2,768
Contract liabilities, long-term	Long-term deferred revenue	334	92
Total contract liabilities		$ 2,084	$ 2,860

During the three months ended March 31, 2023, we recognized $0.8 million of revenue related to amounts that were included in deferred revenue as of December 31, 2022.

The following information represents the total transaction price for the remaining performance obligations as of March 31, 2023 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 March 31, 2023, we had $15.6 million of remaining performance obligations, of which $14.1 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.

6. DEBT AND FINANCING ARRANGEMENTS

Our debt consists of the following (in thousands):

	December 31, 2022	March 31, 2023
Line of Credit	$ —	$ 30,000
Convertible senior notes, net	226,047	226,407
Total debt	$ 226,047	$ 256,407

Accrued interest is included within accrued expenses in our consolidated balance sheet. We had accrued interest on debt of $0.7 million and $0.1 million as of December 31, 2022 and March 31, 2023, respectively.

2020 Convertible Senior Notes

On September 22, 2020, we issued convertible senior notes with an aggregate principal amount of $230.0 million bearing an interest rate of 1.00% due in 2025 (the "Notes"), including the exercise in full of the initial purchasers' option to purchase up to an additional $30.0 million principal amount of the Notes. The Notes were issued pursuant to an indenture, dated September 22, 2020 (the "Indenture"), between us and U.S. Bank National Association, as trustee.

The net proceeds from this offering were $222.7 million, after deducting the initial purchasers' discounts and commissions and the offering expenses payable by us. We used $26.5 million of the net proceeds to pay the cost of the capped call transactions described below.

The Notes are general senior, unsecured obligations and will mature on September 15, 2025, unless earlier converted, redeemed or repurchased. The Notes bear 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. The Notes are convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding June 15, 2025, only under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on December 31, 2020 (and only during such calendar quarter), if the last reported sale price of our common stock, for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price for the Notes on each applicable trading day; (2) during the five business day period after any ten consecutive trading day period (the "measurement period") in which the trading price (as defined in the Indenture) per $1,000 principal amount of the Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of common stock and the conversion rate for the Notes on each such trading day; (3) if we call such Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date; or (4) upon the occurrence of specified corporate events as set forth in the Indenture. The closing trading price of our common stock was not in excess of 130% of the conversion price for more than 20 trading days during the preceding 30 consecutive trading days as of March 31, 2023, thus the Notes are not convertible at the option of the holders during the quarter ending June 30, 2023. The Notes may be convertible thereafter if one or more of the conversion conditions is satisfied during future measurement periods. On or after June 15, 2025 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders of the Notes may convert all or any portion of their Notes at any time, regardless of the foregoing circumstances. Upon conversion, we may satisfy our conversion obligation by paying and/or delivering, as the case may be, cash, shares of common stock or a combination of cash and shares of common stock, at our election, in the manner and subject to the terms and conditions provided in the Indenture. We currently intend to settle the principal amount of the Notes with cash.

The conversion rate for the Notes will initially be 11.7457 shares of common stock per $1,000 principal amount of Notes, which is equivalent to an initial conversion price of approximately $85.14 per share of common stock. The conversion rate for the Notes is subject to adjustment under certain circumstances in accordance with the terms of the Indenture. In addition, following certain corporate events that occur prior to the maturity date of the Notes or if we deliver a notice of redemption in respect of the Notes, we will, in certain circumstances, increase the conversion rate of the Notes for a holder who elects to convert its Notes in connection with such a corporate event or convert its notes called for redemption during the related redemption period (as defined in the Indenture), as the case may be.

We may not redeem the Notes prior to September 20, 2023. We may redeem for cash all or any portion of the Notes, at our option, on or after September 20, 2023 and prior to the 36th scheduled trading day immediately preceding the maturity date, if the last reported sale price of our common stock has been at least 130% of the conversion price for the Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which we provide notice of redemption at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. No sinking fund is provided for the Notes. If we elect to redeem less than all of the Notes, at least $75.0 million aggregate principal amount of Notes must be outstanding and not subject to redemption as of the relevant redemption notice date.

If we undergo a Fundamental Change (as defined in the Indenture), then, except as set forth in the Indenture, holders may require, subject to certain exceptions, us to repurchase for cash all or any portion of their Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The Indenture includes customary covenants and sets forth certain events of default after which the Notes may be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving us after which the Notes become automatically due and payable. The following events are considered "events of default" under the Indenture:

- default in any payment of interest on any Note when due and payable and the default continues for a period of 30 days;
- default in the payment of principal of any Note when due and payable at its stated maturity, upon optional redemption, upon any required repurchase, upon declaration of acceleration or otherwise;
- failure by us to comply with our obligation to convert the Notes in accordance with the Indenture upon exercise of a holder's conversion right, and such failure continues for three business days;
- failure by us to give a fundamental change notice, notice of a make-whole fundamental change or notice of a specified corporate event, in each case when due and such failure continues for one business day;
- failure by us to comply with its obligations in respect of any consolidation, merger or sale of assets;
- failure by us to comply with any of our other agreements in the Notes or the Indenture for 60 days after written notice of such failure from the trustee or the holders of at least 25% in principal amount of the Notes then outstanding;
- default by us or any of our significant subsidiaries (as defined in the Indenture) with respect to any mortgage, agreement or other instrument under which there may be outstanding, or by which there may be secured or evidenced, any indebtedness for money borrowed in excess of $35,000,000 (or its foreign currency equivalent), in the aggregate of us and/or any such significant subsidiary, whether such indebtedness now exists or shall hereafter be created, (i) resulting in such indebtedness becoming or being declared due and payable prior to its stated maturity date or (ii) constituting a failure to pay the principal of any such indebtedness when due and payable (after the expiration of all applicable grace periods) at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise, and in the cases of clauses (i) and (ii), such acceleration shall not have been rescinded or annulled or such failure to pay or default shall not have been cured or waived, or such indebtedness is not paid or discharged, as the case may be, within 30 days after written notice to us by the trustee or to us and the trustee by holders of at least 25% in aggregate principal amount of the Notes then outstanding in accordance with the Indenture; and
- certain events of bankruptcy, insolvency or reorganization of us or any of our significant subsidiaries.

If certain bankruptcy and insolvency-related events of default with respect to us occur, the principal of, and accrued and unpaid interest on, all of the then outstanding Notes shall automatically become due and payable. If an event of default with respect to the Notes, other than certain bankruptcy and insolvency-related events of default with respect to us, occurs and is continuing, the trustee by notice to us or the holders of at least 25% in principal amount of the outstanding Notes by notice to us and the trustee, may, and the trustee at the request of such holders shall, declare the principal of, and accrued and unpaid interest on, all of the then-outstanding Notes to be due and payable. Notwithstanding the foregoing, the Indenture provides that, to the extent we so elect, the sole remedy for an event of default relating to certain failures by us to comply with certain reporting covenants in the Indenture will, for the first 365 days after the occurrence of such event of default, consist exclusively of the right to receive additional interest on the Notes at a rate equal to 0.25% per annum of the principal amount of the Notes outstanding for each day during the first 180 days after the occurrence of such an event of default and 0.50% per annum of the principal amount of the Notes outstanding from the 181st day to, and including, the 365th day following the occurrence of such event of default, as long as such event of default is continuing (in addition to any additional interest that may accrue as a result of a registration default (as set forth in the Indenture).

The Indenture provides that we shall not consolidate with or merge with or into, or sell, convey, transfer or lease all or substantially all of the consolidated properties and assets of our subsidiaries, taken as a whole, to, another person (other than any such sale, conveyance, transfer or lease to one or more of our direct or indirect wholly owned subsidiaries), unless: (i) the resulting, surviving or transferee person (if not us) is a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and such corporation (if not us) expressly assumes by supplemental indenture all of our obligations under the Notes and the Indenture; and (ii) immediately after giving effect to such transaction, no default or event of default has occurred and is continuing under the Indenture.

The Notes were historically accounted for in accordance with FASB ASC Subtopic 470-20, *Debt with Conversion and Other Options*. Pursuant to ASC Subtopic 470-20, issuers of certain convertible debt instruments, such as the Notes, that have a net settlement feature and may be settled wholly or partially in cash upon conversion are required to separately account for the liability (debt) and equity (conversion option) components of the instrument. The carrying amount of the liability component of the instrument was computed using a discount rate of 6.50%, which was determined by estimating the fair value of a similar liability without the conversion option. The amount of the equity component is then calculated by deducting the fair value of the liability component from the principal amount of the instrument. The difference between the principal amount and the liability component represents a debt discount that is amortized to interest expense over the respective term of the Notes using the effective interest rate method. The equity component is not remeasured as long as it continues to meet the conditions for equity classification. In accounting for the issuance costs related to the Notes, the allocation of issuance costs incurred between the liability and equity components was based on their relative values.

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

	December 31, 2022	March 31, 2023
Principal	$ 230,000	$ 230,000
Minus: Unamortized issuance costs	(3,953)	(3,593)
Net carrying amount	$ 226,047	$ 226,407

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

	Three Months Ended March 31,	
	2022	2023
Contractual interest expense (due in cash)	$ 575	$ 575
Amortization of debt issuance costs	365	365
Total interest expense related to the Notes	$ 940	$ 940
Effective interest rate	1.64 %	1.64 %

Capped Call Transactions

In connection with the issuance of the Notes, we entered into privately negotiated capped call transactions (the "Capped Calls") with an affiliate of one of the initial Note purchasers and certain other financial institutions. The Capped Calls are intended to reduce potential dilution to our common stock upon any conversion of Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted Notes, as the case may be. The Capped Calls are recorded in stockholders' equity and are not accounted for as derivatives. The cost of $26.5 million incurred to purchase the Capped Calls was recorded as a reduction to additional paid-in capital in the accompanying condensed consolidated balance sheet.

The Capped Calls each have an initial strike price of $85.14 per share, subject to certain adjustments, which corresponds to the initial conversion price of the Notes. The Capped Calls have an initial cap price of $128.51 per share, subject to certain adjustments.

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. This amendment also extended the maturity date of the 2018 Loan Facility from December 31, 2022 to April 29, 2024. As part of this amendment, the former billings and cash covenants were removed and replaced with a requirement to maintain a minimum level of adjusted contribution and minimum adjusted cash of $25.0 million, which is reduced by eligible accounts receivable in excess of the loan capacity. On November 29, 2022, we amended our 2018 Loan Facility to modify the eligible account receivable to exclude UK 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. On February 16, 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. On May 3, 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 and Second Anniversary Payment under the Bridg Merger Agreement.

During the three months ended March 31, 2023, we borrowed $30.0 million against our 2018 Line of Credit. Interest on advances bears an interest rate equal to the prime rate of 8.00% as of March 31, 2023. During the three months ended March 31, 2023, we incurred approximately $0.1 million of interest expense associated with the 2018 Loan Facility. In addition, we are required to pay an unused line fee of 0.15% per annum on the average daily unused amount of the revolving commitment. As of March 31, 2023, we had $5.5 million of unused available borrowings under our 2018 Line of Credit. We believe we are in compliance with all financial covenants as of March 31, 2023.

7. STOCK-BASED COMPENSATION

Our 2018 Equity Incentive Plan ("2018 Plan") became effective in February 2018. Prior to the 2018 Plan, we granted awards under our 2008 Stock Plan ("2008 Plan"). Any awards granted under the 2008 Plan remain subject to the terms of our 2008 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 2018 Plan. As of December 31, 2022, there were 405,830 shares of our common stock reserved for issuance under our 2018 Plan. The number of shares of our common stock reserved for issuance under our 2018 Plan will automatically increase on January 1 of each year through 2028 by 5% of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year or a lesser number of shares determined by our board of directors. Accordingly, the number of shares of our common stock reserved for issuance under our 2018 Plan increased by 1,673,858 shares on January 1, 2023.

On July 18, 2022, our Board adopted the Cardlytics, Inc. 2022 Inducement Plan ("2022 Inducement Plan"). Our Board 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 approved an amendment to the 2022 Inducement Plan to reserve an additional 350,000 shares of our common stock. As of March 31, 2023, there were 154,739 shares available under the 2022 Inducement Plan.

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

	Three Months Ended March 31,	
	2022	**2023**
Delivery costs	$ 582	$ 568
Sales and marketing expense	3,704	3,053
Research and development expense	3,204	4,085
General and administration expense	6,095	262
Total stock-based compensation expense	$ 13,585	$ 7,968

During the three months ended March 31, 2022 and 2023, we capitalized $0.2 million and $0.4 million of stock-based compensation expense for software development, respectively.

Restricted Stock Units

We grant restricted stock units ("RSUs") to 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	Weighted-Average Remaining Contractual Term (in years)	Unamortized Compensation Costs (in thousands)
Unvested — December 31, 2022	5,956	$ 25.43		
Granted	533	5.86		
Vested	(179)	48.30		
Forfeited	(336)	47.44		
Unvested — March 31, 2023	5,974	$ 21.90	2.75	$ 95,767,329
Shares expected to vest - March 31, 2023	5,887			

During the three months ended March 31, 2023, we granted 533,308 RSUs to employees and executives, which have vesting periods ranging from vesting immediately to vesting in four years.

Subsequent to March 31, 2023, we granted 1,995,000 RSUs to employees and executives, which have vesting periods of one year. Unamortized stock-based compensation expense related to these RSUs totaled $9.8 million.

Performance-based RSUs

In April 2019, we granted 1,252,500 performance-based restricted stock units (“2019 PSUs”). The 2019 PSUs are composed of four equal tranches, each of which have an independent performance-based vesting condition. The vesting criteria for the four tranches are as follows:

- a minimum growth rate in adjusted contribution over a trailing 12-month period ("Adjusted Contribution target"),
- a minimum number of advertisers that are billed above a specified amount over a trailing 12-month period ("Number of Advertisers target"),
- a minimum cumulative adjusted EBITDA target over a trailing 12-month period ("Adjusted EBITDA target"), and
- a minimum trailing 30-day average closing price of our common stock ("Stock Price target").

Adjusted EBITDA and adjusted contribution are performance metrics defined within Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations." The compensation committee of our board of directors certified the attainment of the Stock Price target, Adjusted EBITDA target, Number of Advertisers target and Adjusted Contribution target in August 2019, November 2019, October 2021 and December 2021, respectively, resulting in a vesting of 50% of each respective tranche upon the certifications. 25% of each respective tranche has vested or will vest upon the six month anniversary of the achievement date, and 25% of each respective tranche has vested or will vest upon the 12 month anniversary of the achievement date, subject to the continued service of the participant.

In April 2020, we granted 476,608 performance-based restricted stock units ("2020 PSUs"), of which 443,276 units have a performance-based vesting condition based on a minimum average revenue per user ("ARPU") target over a trailing 12-month period and 33,332 units have the same performance-based vesting conditions as the 2019 PSUs described above that were unmet at the time. ARPU is a performance metric defined within Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations." The ARPU vesting condition must be achieved within four years of the grant date. Upon the vesting event, 50% of the award vests immediately, 25% of the award vests six months after achievement date and 25% of the award vests 12 months after the achievement date. During the year ended December 31, 2022, we reassessed the likelihood of achieving the 2020 PSUs performance-based vesting condition and concluded the achievement is no longer probable. As a result of the change in estimate, we have recognized the cumulative expense associated with the 2020 PSUs since the grant date as a benefit to stock-based compensation during the year ended December 31, 2022.

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. Additionally, in April 2021, we granted 10,000 performance-based restricted stock units, which have the same unmet vesting condition as the 2020 PSUs based on a minimum ARPU target over a trailing 12-month period as described above.

In July 2021, we granted 34,344 performance-based restricted stock units ("Bridg PSUs") which have performance-based vesting conditions based on the achievement of a minimum ARR target by the first anniversary of the Bridg acquisition. Vesting is tied to the percentage of an annual run rate target achieved during the specified period with 50% of the units vesting between 80% - 99.999% achievement and 100% of the units vesting upon 100% achievement. If these percentages are not met, no Bridg PSUs will vest.

In September 2021, we granted 6,666 PSUs which have the same unmet vesting condition as the 2020 PSUs, 6,667 PSUs which have the same unmet revenue target vesting condition as the 2021 PSUs and 6,667 PSUs which have the same unmet revenue target vesting condition as the 2021 PSUs as described above.

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 vest upon the achievement of certain milestones related to the installation of our Ad Server at our FI Partners. 50% 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 2021 billings, and the remaining 50% of the tranche vest six months after this target is achieved.

In July 2022, we granted 100,990 PSUs which vest on the achievement of specific revenue-based performance metrics ("2022 Bridg PSUs").

With the exception of the 2020 PSUs, 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 2018 Employee Stock Purchase Plan ("2018 ESPP") enables eligible employees to purchase shares of our common stock at a discount. Purchases are accomplished through participation in discrete offering periods. On each purchase date, participating employees 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. As of December 31, 2022, 878,969 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, which began on January 1, 2019 and will continue through and including January 1, 2026, 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 334,771 shares on January 1, 2023. 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. During the three months ended March 31, 2023 we did not issue any shares under the 2018 ESPP.

8. 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 year ended December 31, 2022 we recognized a goodwill impairment of $396.2 million. 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 4 - 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.

- Level 3 - unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability at fair value.

Contingent consideration for the acquisition of Bridg

The contingent consideration for the acquisition of Bridg is composed of the First Anniversary Payment and the Second Anniversary Payment. The fair value of contingent consideration in connection with the Bridg acquisition is as follows (in thousands):

	December 31, 2022			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Current contingent consideration	$ —	$ —	$ 104,121	$ 104,121
Total liabilities	$ —	$ —	$ 104,121	$ 104,121

	March 31, 2023			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Current contingent consideration	$ —	$ —	$ 69,537	$ 69,537
Total liabilities	$ —	$ —	$ 69,537	$ 69,537

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:

	Three Months Ended March 31,	
	2022	2023
Beginning balance	$ 232,295	$ 104,121
Change in fair value of contingent consideration	(65,050)	(34,584)
Ending balance	$ 167,245	$ 69,537

On April 28, 2023, an independent accountant, who was tasked with resolving the dispute between the parties, made its determination of the appropriate amount of the First Anniversary ARR, determining the First Anniversary ARR to be $23.2 million. Consequently, based on the First Anniversary ARR as calculated by the independent accountant, we calculated the First Anniversary Payment to be $208.1 million, inclusive of (i) $193.6 million of contingent consideration and (ii) $14.5 million of brokerage fees and transaction bonuses, which is included in accrued expenses on our condensed consolidated balance sheets. In the event we choose to pay 30% of the First Anniversary Payment, as determined by the independent accountant, in cash and the remainder in its common stock, we would pay $72.6 million in cash and deliver 3,374,383 shares of our common stock to complete the First Anniversary Payment, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits. As of March 31, 2023, the fair value of the contingent consideration related to the First Anniversary Payment is $69.5 million, which reflects the impact of a $124.1 million mark-to-market reduction in fair value of the 3,374,383 shares of our common stock that we expect to issue to satisfy 70% of the contingent consideration to Bridg stockholders at an agreed-upon volume-weighted average price of $40.15 per share. These shares have been revalued based on $3.39 per share closing price of our common stock as reported on the Nasdaq Global Market on March 31, 2023. As of March 31, 2023, the First Anniversary Payment has not been paid.

As a result of the independent accountant's determination, we have estimated the Second Anniversary ARR to be less than our First Anniversary ARR and thus our Second Anniversary Payment to be $0, inclusive of contingent consideration as well as brokerage fees and transaction bonuses and accounting for all true-ups and credits. Refer to Note 12—Subsequent events for further information.

The following table summarizes key assumptions used for estimating the fair value of the contingent consideration:

	December 31, 2022
Revenue volatility	20.0 %
Revenue discount rate	8.7 %
Weighted average cost of capital	17.0 %
Common stock volatility	156.0 %
Portion to be paid in cash	30.0 %

9. COMMITMENTS AND CONTINGENCIES

Commitments

We had a minimum Partner Share commitment to a certain FI partner totaling $10.0 million over a 12-month period which ended on March 31, 2023. As of March 31, 2023, we accrued $4.5 million for an expected minimum Partner Share shortfall, included within Partner Share liability on our condensed consolidated balance sheet. We expect to pay this shortfall on a quarterly basis from September 30, 2023 through June 30, 2024. During the three months ended March 31, 2022 and 2023, we recognized zero and $1.3 million, respectively, of expected minimum Partner Share commitment shortfalls within Partner Share and other third-party costs on our condensed consolidated statement of operations.

Other Commitments

We lease property and equipment under non-cancelable operating lease agreements. Refer to Note 1—Overview of Business and Basis of Presentation 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 2025. Refer to Note 6—Debt and Financing Arrangements for further details.

In connection with our acquisition of Bridg, we will owe broker fees and transaction bonuses derived from the amount of the First Anniversary Payment and the Second Anniversary Payment, if any. Refer to Note 3 - Business Combinations and Note 12—Subsequent events for further details.

In March 2022, we entered into a cloud hosting arrangement guaranteeing an aggregate spend of $7.2 million over the first twelve months of the arrangement. In January 2023, we renewed our agreement guaranteeing an aggregated spend of $13.5 million over a twelve month period.

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 and collection matters. 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. We are not presently a party to any 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.

10. EARNINGS PER SHARE

The computations of the numerators and denominators of diluted net income per share attributable to common stockholders are as follows (in thousands, except per share amounts):

	Three Months Ended March 31,	
	2022	2023
Numerator:		
Net income attributable to common stockholders, diluted	$ 33,978	$ 14,548
Denominator:		
Weighted-average common shares outstanding, basic	33,741	33,595
Plus: dilutive effect of assumed conversion of Convertible Senior Notes	2,701	2,701
Plus: dilutive effect of assumed conversion of restricted stock units	512	144
Plus: dilutive effect of assumed conversion of common stock options	208	2
Plus: dilutive effect of assumed issuance of common stock pursuant to the ESPP	23	285
Weighted-average common shares outstanding, diluted	37,185	36,727
Net income per share attributable to common stockholders, diluted	$ 0.91	$ 0.40

11. SEGMENTS

As of March 31, 2023, we have three operating segments: the Cardlytics platform in the U.S., the Cardlytics platform in the 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. Subsequent to the acquisition of Bridg, our CODM began reviewing Bridg's revenue and operating expenses. Therefore, we consider the Bridg platform to be a separate operating segment. Our CODM allocates resources to, and evaluates the performance of, our operating segments based on revenue and adjusted contribution. Our CODM does not review assets by operating segment for the purposes of evaluating performance or allocating resources.

The following tables provide information regarding the Cardlytics platform and the Bridg platform reportable segments (in thousands):

	Three Months Ended March 31,	
	2022	2023
Cardlytics platform		
Adjusted contribution	$ 28,956	$ 25,855
Plus: Partner Share and other third-party costs	35,027	33,175
Revenue	$ 63,983	$ 59,030
Bridg platform		
Adjusted contribution	$ 3,819	$ 5,092
Plus: Partner Share and other third-party costs	126	209
Revenue	$ 3,945	$ 5,301
Total		
Adjusted contribution	$ 32,775	$ 30,947
Plus: Partner Share and other third-party costs	35,153	33,384
Revenue	$ 67,928	$ 64,331

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 marketing spend on our platforms generates incremental amounts to support our sales and marketing, research and development, delivery costs, general and administration 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, delivery costs, general and administrative expenses and other expenses, which we do not take into consideration when making decisions on how to manage our advertising campaigns.

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

	Three Months Ended March 31,	
	2022	**2023**
Adjusted contribution	$ 32,775	$ 30,947
Minus:		
Delivery costs	6,533	6,424
Sales and marketing expense	17,648	13,948
Research and development expense	12,291	11,564
General and administration expense	20,425	13,070
Acquisition and integration (benefit) cost	(4,599)	1,723
Change in fair value of contingent consideration	(65,050)	(34,584)
Depreciation and amortization expense	9,871	6,575
Total other expense (income)	2,618	(1,381)
Income before income taxes	$ 33,038	$ 13,608

The following tables provide geographical information (in thousands):

	Three Months Ended March 31,	
	2022	**2023**
Revenue:		
United States	$ 61,653	$ 61,081
United Kingdom	6,275	3,250
Total	$ 67,928	$ 64,331

	December 31, 2022	**March 31, 2023**
Property and equipment, net:		
United States	$ 4,453	$ 3,936
United Kingdom	1,463	819
Total	$ 5,916	$ 4,755

Capital expenditures within the United Kingdom totaled $0.1 million and less than $0.1 million during the three months ended March 31, 2022 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 significant portion of our cash and cash equivalents are held in fully FDIC-insured money market accounts and demand deposit accounts that distribute funds, and credit risk, over a vast number of financial institutions. Our remaining cash and cash equivalents are held with six financial institutions, which we believe are of high credit quality.

Marketers

Our revenue and accounts receivable are diversified among a large number of marketers segregated by both geography and industry. During the three months ended March 31, 2022 and 2023, our top five marketers accounted for 25% and 16% of our revenue, respectively, with one marketer accounting for over 10% during three months ended March 31, 2022 and no marketer accounting for over 10% during the three months ended March 31, 2023. As of March 31, 2022 and 2023, our top five marketers accounted for 23% and 17% of our accounts receivable, respectively, with one marketer representing over 10% as of March 31, 2022, and no marketer accounting for over 10% as of March 31, 2023.

FI Partners

Our business is substantially dependent on a limited number of 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. Our agreements with a substantial majority of our FI partners have terms of three to seven years but are generally terminable by the FI partner on 90 days or less prior notice. The agreements generally have auto-renewal provisions that allow for the agreements to extend past their originally contemplated end date, unless terminated earlier in accordance with the terms of the agreement. If an FI partner terminates its agreement with us, we would lose that FI as a source of purchase data and online banking customers.

During the three months ended March 31, 2022, our top two FI partners combined to account for over 75% of the total Partner Share we paid to all partners, with each representing over 20%. During the three months ended March 31, 2023, our top three FI partners combined to account for over 70% of the total Partner Share we paid to all partners, with the top two FI partners each representing over 20% and third largest FI partner representing over 10% of Partner Share. No other partner accounted for over 10% of Partner Share during these periods.

12. SUBSEQUENT EVENTS

Contingent consideration for the acquisition of Bridg

As previously disclosed, as part of the acquisition of Bridg and pursuant to the terms of the Merger Agreement, we agreed to make two earnout payments – a First Anniversary Payment and a Second Anniversary Payment – based on the First Anniversary ARR and the Second Anniversary ARR of Bridg, respectively. In June 2022, the Company calculated the First Anniversary ARR and the First Anniversary Payment and provided the calculation to the Bridg stockholder representative. The Bridg stockholder representative objected to these calculations, and the dispute over these matters was then referred to an independent accountant, as contemplated by the relevant dispute resolution provision of 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. Consequently, based on the First Anniversary ARR as calculated by the independent accountant, the Company calculated the First Anniversary Payment to be $208.1 million, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

We must pay at least 30% of the First Anniversary Payment in cash, and can elect to pay the remainder of the First Anniversary Payment in cash or our common stock, based on a share price of $40.15 per share, or a combination thereof. In the event we choose to pay 30% of the First Anniversary Payment, as determined by the independent accountant, in cash and the remainder in its common stock, we would pay $72.6 million in cash and deliver 3,374,383 shares of our common stock to complete the First Anniversary Payment , inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

Additionally, we now estimate the Second Anniversary ARR to be less than the First Anniversary ARR, and thus the Second Anniversary Payment to be $0, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

Amended Lease Agreement

On April 3, 2023, we amended the lease terms of our office located in Atlanta, Georgia. The amended lease agreement provides for our relocation to a different unit in the same building, reducing the square footage of our office from approximately 77,000 to 17,000. As part of the amended lease agreement, the Company will receive a discount on its current space through the remainder of 2023, which will result in a reduction of minimum lease payments of $0.4 million and a reduction in expense of $0.2 million in 2023. The amended lease agreement contemplates that our use of the new space will commence on January 1, 2024, which is when the control and right of use for this lease asset will occur. Additional future reductions in minimum lease payments and lease expense in the new lease total $1.9 million and $0.7 million, respectively, through the term of our original lease agreement, which was set to terminate on April 2025. The amended lease agreement will terminate on January 1, 2032, and we have the option to renew for an additional five-year period.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with (1) our consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10–Q and (2) the audited consolidated financial statements and the related notes and management's discussion and analysis of financial condition and results of operations for the fiscal year ended December 31, 2022 included in our Annual Report on Form 10-K, filed with the SEC on March 1, 2023.

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These statements are often identified by the use of words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "plan," "project," "will," "would" or the negative or plural of these words or similar expressions or variations, and such forward-looking statements include, but are not limited to, statements with respect to our business strategy, plans and objectives for future operations, including our expectations regarding our expenses; continued enhancements of our platform and new product offerings; our future financial and business performance; anticipated payments under the Merger Agreement with Bridg; anticipated Partner Share commitment shortfall payments; and the uncertain negative impacts that COVID-19 may have on our business, financial condition, results of operations and changes in overall level of spending and volatility in the global economy. The events described in these forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified herein, and those discussed in the section titled "Risk Factors," set forth in Part II, Item 1A of this Quarterly Report on Form 10-Q and in our other SEC filings. You should not rely upon forward-looking statements as predictions of future events. Furthermore, such forward-looking statements speak only as of the date of this report. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.

Overview

Our company's mission is to make commerce smarter and more rewarding for everyone. We work to accomplish this mission by operating an advertising platform within our own and our partners' digital channels, which include online, mobile applications, email, and various real-time notifications (the "Cardlytics platform"). We also operate a customer data platform that utilizes point-of-sale ("POS") data, including product-level purchase data, to enable marketers, in a privacy-protective manner, to perform analytics and target loyalty marketing and also enable marketers to 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 retail, restaurant, travel and entertainment, direct-to-consumer, and grocery and gas.

Working with a marketer, we design a campaign that targets consumers 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 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 marketers to which the Consumer Incentives relate.

We pay certain partners a negotiated and fixed percentage of our billings to marketers less any Consumer Incentives that we pay to customers 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 marketers.

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 platforms 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.

Revenue, which is reported net of Consumer Incentives and gross of Partner Share and other third-party costs, was $67.9 million and $64.3 million during the three months ended March 31, 2022 and 2023, respectively, representing a decrease of 5%. Billings, a non-GAAP measure that represents the gross amount billed to marketers and is reported gross of both Consumer Incentives and Partner Share, was $98.2 million and $95.6 million during the three months ended March 31, 2022 and 2023, respectively, representing a decrease of 3%. Gross profit, which represents revenue less Partner Share and other third-party costs and less delivery costs, was $26.2 million and $24.5 million during the three months ended March 31, 2022 and 2023, respectively, representing a decrease of 7%. Adjusted contribution, a non-GAAP measure that represents our revenue less our Partner Share and other third-party costs, was $32.8 million and $30.9 million during the three months ended March 31, 2022 and 2023, respectively, representing a decrease of 6%.

Billings and adjusted contribution are further defined under the heading "Non-GAAP Measures and Other Performance Metrics" below. We believe these non-GAAP measures, alongside our GAAP revenue and GAAP gross profit, provide useful information to investors for period-to-period comparisons of our core business and in understanding and evaluating our results of operations in the same manner as our management and board of directors.

The following table summarizes our results (dollars in thousands):

	Three Months Ended March 31,		Change	
	2022	2023	$	%
Billings[1]	$ 98,225	$ 95,626	$ (2,599)	(3)%
Consumer Incentives	30,297	31,295	998	3
Revenue	67,928	64,331	(3,597)	(5)
Partner Share and other third-party costs[1]	35,153	33,384	(1,769)	(5)
Adjusted contribution[1]	32,775	30,947	(1,828)	(6)
Delivery costs	6,533	6,424	(109)	(2)
Gross profit	$ 26,242	$ 24,523	$ (1,719)	(7)%
Net income	$ 33,038	$ 13,608	$ (19,430)	(59)%
Adjusted EBITDA[1]	$ (10,537)	$ (6,091)	$ 4,446	42 %

(1) Billings, adjusted contribution and adjusted EBITDA are non-GAAP measures, as detailed below in our reconciliations of GAAP revenue to billings, GAAP gross profit to adjusted contribution and GAAP net income to adjusted EBITDA.

During the three months ended March 31, 2022 and 2023, we recognized net income of $33.0 million and $13.6 million, respectively. During the three months ended March 31, 2022 and 2023, we recognized a benefit of $65.1 million and $34.6 million related to the reduction in the fair value of contingent consideration to Bridg shareholders and a benefit of $4.6 million and a cost of $1.7 million in connection with change in the estimated brokerage fee related to our acquisition of Bridg, respectively. Our historical losses have been driven by our substantial investments in our purchase intelligence platform and infrastructure, which we believe will enable us to expand the use of our platform by both our partners and marketers.

FI Partners

Our FI partners include Bank of America, National Association ("Bank of America"), JPMorgan Chase Bank, National Association (“Chase”) and Wells Fargo Bank, National Association (“Wells Fargo”), as well as many other national and regional financial institutions, financial technology companies, virtual-only banks, and several of the largest bank processors and digital banking providers to reach customers of small and mid-sized FIs.

For the three months ended March 31, 2022 and 2023, our average monthly active users ("MAUs") were 178.5 million and 188.8 million, respectively, and our average revenue per user ("ARPU") for each period was $0.36 and $0.34, respectively. MAUs and ARPU are performance metrics defined under the heading "Non-GAAP Measures and Other Performance Metrics" below.

Partner Commitments

We had a minimum Partner Share commitment to a certain FI partner totaling $10.0 million over a 12-month period which ended on March 31, 2023. As of March 31, 2023, we accrued $4.5 million for an expected minimum Partner Share shortfall, included within Partner Share liability on our condensed consolidated balance sheet. We expect to pay this shortfall on a quarterly basis from September 30, 2023 through June 30, 2024. During the three months ended March 31, 2022 and 2023, we recognized zero and $1.3 million of expected minimum Partner Share commitment shortfalls within Partner Share and other third-party costs on our condensed consolidated statement of operations.

Acquisitions

On January 7, 2022, we purchased Entertainment for $13.0 million in equity at an agreed-upon price of $66.52 per share, subject to $1.1 million of fair value adjustments based upon our close date, and $2.3 million in cash, subject to $0.4 million of adjustments, for an acquisition date fair value of $14.6 million. Refer to Note 3 - Business Combinations to our consolidated financial statements for further information.

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 the COVID-19 pandemic, rising inflation, the U.S. Federal Reserve raising interest rates, disruptions in access to bank deposits or lending commitments due to bank failures and the Russia-Ukraine war, 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."

Liquidity and Capital Resources

The following table summarizes our cash and cash equivalents, accounts receivable, working capital and unused available borrowings (in thousands):

	December 31, 2022	March 31, 2023
Cash and cash equivalents	$ 121,905	$ 139,194
Restricted cash	80	82
Working capital[(1)]	1,098	55,544
Accounts receivable and contract assets, net	115,609	93,707
Unused available borrowings	42,282	5,480

(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.

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 and demand deposit accounts. As of March 31, 2023, our demand deposit accounts and our money market account earned approximately 2.8% and 3.8% annual rate of interest, respectively. As of March 31, 2023, $3.3 million of our cash and cash equivalents were in the United Kingdom. While our investment in Cardlytics UK Limited is not considered indefinitely invested, we do not plan to repatriate these funds.

Through March 31, 2023, we have incurred accumulated net losses of $963.0 million since inception, including net income of $33.0 million and $13.6 million for the three months ended March 31, 2022 and 2023, respectively. 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.

Our other future capital requirements will depend on many factors, including our growth rate, the timing and extent of spending to support research and development efforts, our merger and acquisition efforts, the continued expansion of sales and marketing activities, the enhancement of our platforms, the introduction of new solutions, the continued market acceptance of our solutions and the extent of the impact of COVID-19 on the global economy. We expect to incur additional operating losses in the near term as we continue our efforts to grow our business and may require additional capital resources to continue to grow our business. In addition, we expect to pay the cash portion of the Bridg First Anniversary Payment, inclusive of $14.5 million in brokerage fees and totaling $72.6 million, within 12 months. Further, our 2018 Line of Credit expires April 29, 2024, which will currently require repayment of $30.0 million we have outstanding as of March 31, 2023. We believe that current cash and cash equivalents will be sufficient to fund our operations and capital requirements for at least the next 12 months and in the long-term following the date our consolidated financial statements were issued. However, if our access to capital is restricted or our borrowing costs increase, our operations and financial condition could be materially and adversely impacted. In the event that additional financing is required from outside sources, we may not be able to raise such financing on terms acceptable to us or at all.

Sources of Material Cash Requirements

The following table summarizes our material cash requirements for future periods (in thousands):

	Material Cash Requirements Due by the Quarter Ended March 31,				
	2023	2024 - 2025	2026 - 2028	Thereafter	Total
Convertible senior notes[1]	$ 2,300	$ 234,696	$ —	$ —	$ 236,996
Line of Credit[2]	—	30,000	—	—	30,000
Finance leases[3]	39	36	—	—	75
Operating leases[4]	4,713	4,933	—	—	9,646
Cash portion of contingent consideration[5]	72,596	—	—	—	72,596
Purchase obligations[6]	25,352	362	—	—	25,714
Total	$ 105,000	$ 270,027	$ —	$ —	$ 375,027

(1) Convertible senior notes were issued on September 22, 2020 and have an aggregate principal amount of $230.0 million bearing interest of 1.00%.
(2) We borrowed $30.0 million against our Line of Credit that will expire in April 2024.
(3) Finance leases represent principal and interest payments.
(4) Operating lease obligations represent future minimum lease payments under our non-cancelable operating leases with an initial term in excess of one year.
(5) Amount represents the estimated fair value of the 30% cash portion of the Bridg First Anniversary Payment and Second Anniversary Payment, inclusive of $14.5 million of brokerage fees and transaction bonuses and accounting for all true-ups and credits.
(6) Purchase obligations include all legally binding contracts such as hardware, software, licenses and legally binding service contracts. Purchase orders that are not binding agreements are excluded from the table above.

The commitment amounts in the table above are associated with contracts that are enforceable and legally binding and that specify all significant terms, including fixed or minimum services to be used, fixed, minimum or variable price provisions and the approximate timing of the actions under the contracts. The table above does not include obligations under agreements that we can cancel without a significant penalty.

We had a minimum Partner Share commitment to a certain FI partner totaling $10.0 million over a 12-month period which ended on March 31, 2023. As of March 31, 2023, we accrued $4.5 million for an expected minimum Partner Share shortfall, included within Partner Share liability on our condensed consolidated balance sheet. We expect to pay this shortfall on a quarterly basis from September 30, 2023 through June 30, 2024. During the three months ended March 31, 2022 and 2023, we recognized zero and $1.3 million of expected minimum Partner Share commitment shortfalls within Partner Share and other third-party costs on our condensed consolidated statement of operations.

Acquisition of Bridg

On April 28, 2023, an independent accountant, who was tasked with resolving a dispute between the parties, made its determination of the appropriate amount of the First Anniversary ARR, determining the First Anniversary ARR to be $23.2 million. Consequently, based on the First Anniversary ARR as calculated by the independent accountant, we calculated the First Anniversary Payment to be $208.1 million, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

We must pay at least 30% of the First Anniversary Payment in cash, and can elect to pay the remainder of the First Anniversary Payment in cash or our common stock, based on a share price of $40.15 per share, or a combination thereof. In the event we choose to pay 30% of the First Anniversary Payment, as determined by the independent accountant, in cash and the remainder in its common stock, we would pay $72.6 million in cash and deliver 3,374,383 shares of our common stock to complete the First Anniversary Payment, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits.

Additionally, we now estimate the Second Anniversary ARR to be less than the First Anniversary ARR, and thus the Second Anniversary Payment to be $0, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits. Refer to Note 8—Fair Value Measurements and Note 12—Subsequent events to our condensed consolidated financial statements for additional information regarding the contingent consideration.

Sources of Funds

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. This amendment also extended the maturity date of the 2018 Loan Facility from December 31, 2022 to April 29, 2024. As part of this amendment, the former billings and cash covenants were removed and replaced with a requirement to maintain a minimum level of adjusted contribution and minimum adjusted cash of $25.0 million, which is reduced by eligible accounts receivable in excess of the loan capacity. On November 29, 2022, we amended our 2018 Loan Facility to modify the eligible account receivable to exclude UK 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. On February 16, 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. On May 3, 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 and Second Anniversary Payment under the Bridg Merger Agreement.

During the three months ended March 31, 2023, we borrowed $30.0 million against our 2018 Line of Credit. Interest on advances bears an interest rate equal to the prime rate of 8.00% as of March 31, 2023. During the three months ended March 31, 2023, we incurred approximately $0.1 million of interest expense associated with the 2018 Loan Facility. In addition, we are required to pay an unused line fee of 0.15% per annum on the average daily unused amount of the revolving commitment. As of March 31, 2023, we had $5.5 million of unused available borrowings under our 2018 Line of Credit. We believe we are in compliance with all financial covenants as of March 31, 2023.

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 with respect to the Cardlytics platform between one and three months following redemption, regardless of whether we have collected payment from a marketer or its agency. We are generally obligated to pay Partner Share either three months following marketer billings, regardless of whether we have collected payment from a marketer or its agency, or 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 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 payment of Consumer Incentives 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.

The following table summarizes our cash flows for the periods presented (in thousands):

	Three Months Ended March 31,	
	2022	**2023**
Cash, cash equivalents and restricted cash — Beginning of period	$ 233,562	$ 121,985
Net cash used in operating activities	(19,691)	(10,064)
Net cash used in investing activities	(5,034)	(2,802)
Net cash provided by financing activities	182	29,981
Effect of exchange rates on cash, cash equivalents and restricted cash	(634)	176
Cash, cash equivalents and restricted cash — End of period	$ 208,385	$ 139,276

Operating Activities

Operating activities used $10.1 million of cash during the three months ended March 31, 2023, which reflected our net income of $13.6 million, which included $15.0 million of non-cash charges offset by a $34.6 million change in estimated contingent consideration, and a $4.1 million change in our net operating assets and liabilities. The non-cash charges primarily related to stock-based compensation expense, depreciation and amortization expense, amortization of right-of-use assets amortization of financing costs charged to interest expense and credit losses expense. The change in our net operating assets and liabilities was primarily due to a $10.6 million decrease in our Consumer Incentive liability, a $9.7 million decrease in Partner Share liability and a $3.1 million decrease in other accrued expense, a $1.7 million decrease in accounts payable and a $0.4 million decrease in prepaid expenses and other assets, partially offset by a $21.4 million decrease in accounts receivable. These fluctuations are primarily driven by the quarterly seasonality of our business.

Operating activities used $19.7 million of cash during the three months ended March 31, 2022, which reflected our net income of $33.0 million, which included $27.3 million of non-cash charges offset by a $65.1 million change in estimated contingent consideration, and a $15.0 million change in our net operating assets and liabilities. The non-cash charges primarily related to stock-based compensation expense, depreciation and amortization expense, amortization of right–of–use assets, deferred implementation costs and credit losses expense. The change in our net operating assets and liabilities was primarily due to a $11.6 million decrease in other accrued expenses, a $9.6 million decrease in Partner Share liability and a $7.5 million decrease in our Consumer Incentive liability, partially offset by a $15.3 million decrease in accounts receivable. These fluctuations are primarily driven by quarterly seasonality of our business.

Investing Activities

Investing activities used $5.0 million and $2.8 million in cash during the three months ended March 31, 2022 and 2023, respectively. Our investing cash flows during the three months ended March 31, 2023 primarily consisted of purchases of technology hardware and the capitalization of costs to develop internal-use software. Our investing cash flows during three months ended March 31, 2022 primarily consisted of funds used for the acquisition of Entertainment, purchases of technology hardware and the capitalization of costs to develop internal-use software.

Financing Activities

Financing activities provided $30.0 million in cash during the three months ended March 31, 2023, consisting of $30.0 million borrowed under our 2018 Line of Credit.

Financing activities provided $0.2 million in cash during the three months ended March 31, 2022, consisting of proceeds received in connection with the exercise of stock options.

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.

	Three Months Ended March 31,	
	2022	2023
	(in thousands, except ARPU)	
Cardlytics MAUs	178,510	188,788
Cardlytics ARPU	$ 0.36	$ 0.34
Bridg ARR	$ 14,017	$ 21,817
Billings	$ 98,225	$ 95,626
Adjusted contribution	$ 32,775	$ 30,947
Adjusted EBITDA	$ (10,537)	$ (6,091)

Cardlytics Monthly Active Users

We define MAUs as targetable customers or accounts that have logged in and visited online or mobile applications containing offers, opened an email containing an offer, or redeemed an offer from the Cardlytics platform during a monthly period. We then calculate a monthly average of these MAUs for the periods presented. We believe that MAUs is an indicator of the Cardlytics platform’s ability to drive engagement and is reflective of the marketing base that we offer to marketers.

Cardlytics Average Revenue per User

We define ARPU as the total revenue generated in the applicable period calculated in accordance with generally accepted accounting principles in the United States ("GAAP"), divided by the average number of MAUs in the applicable period. We believe that ARPU is an indicator of the value of our relationships with our partners with respect to the Cardlytics platform.

Bridg Annualized Recurring Revenue

Consistent with the Bridg Merger Agreement, we define ARR as the annualized GAAP revenue of the final month in the period presented for the Bridg platform. ARR should not be considered in isolation from, or as an alternative to, revenue prepared in accordance with GAAP. We believe that ARR is an indicator of the Bridg platform's ability to generate future revenue from existing clients.

Billings

Billings represents the gross amount billed to customers and marketers for advertising campaigns 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 that billings provides useful information to investors for period-to-period comparisons of our core business and in understanding and evaluating our results of operations in the same manner as our management and board of directors. 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.

The following table presents a reconciliation of billings to revenue, the most directly comparable GAAP measure, for each of the periods indicated (in thousands):

	Three Months Ended March 31, 2022			Three Months Ended March 31, 2023		
	Cardlytics Platform	**Bridg Platform**	**Consolidated**	**Cardlytics Platform**	**Bridg Platform**	**Consolidated**
Revenue	$ 63,983	$ 3,945	$ 67,928	$ 59,030	$ 5,301	$ 64,331
Plus:						
Consumer Incentives	30,297	—	30,297	31,295	—	31,295
Billings	$ 94,280	$ 3,945	$ 98,225	$ 90,325	$ 5,301	$ 95,626

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 marketing spend on our platforms generates incremental amounts to support our sales and marketing, research and development, delivery costs, general and administration 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, delivery costs, general and administrative expenses and other expenses, which we do not take into consideration when making decisions on how to manage our advertising campaigns.

We use adjusted contribution extensively to measure the efficiency of our advertising platform, make decisions to manage advertising campaigns and evaluate our operational performance. Adjusted contribution is also used to determine the vesting of performance-based equity awards. 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 11 - Segments to our condensed consolidated financial statements for further details on our adjusted contribution by segment.

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):

	Three Months Ended March 31, 2022			Three Months Ended March 31, 2023		
	Cardlytics Platform	Bridg Platform	Consolidated	Cardlytics Platform	Bridg Platform	Consolidated
Revenue	$ 63,983	$ 3,945	$ 67,928	$ 59,030	$ 5,301	$ 64,331
Minus:						
Partner Share and other third-party costs	35,027	126	35,153	33,175	209	33,384
Delivery costs(1)	4,907	1,626	6,533	4,693	1,731	6,424
Gross profit	24,049	2,193	26,242	21,162	3,361	24,523
Plus:						
Delivery costs(1)	4,907	1,626	6,533	4,693	1,731	6,424
Adjusted contribution	$ 28,956	$ 3,819	$ 32,775	$ 25,855	$ 5,092	$ 30,947

(1) Stock-based compensation expense recognized in consolidated delivery costs totaled $0.6 million and $0.6 million for the three months ended March 31, 2022 and 2023, respectively.

Adjusted EBITDA

Adjusted EBITDA represents our income before income taxes; interest expense, net; depreciation and amortization expense; stock-based compensation expense; foreign currency (loss) gain; acquisition and integration (benefit) cost; and change in fair value of contingent consideration. We do not consider these excluded items to be indicative of our core operating performance. The items that are non-cash include foreign currency (loss) gain, depreciation and amortization expense and stock-based compensation expense. Notably, any impacts related to minimum Partner Share commitments in connection with agreements with certain partners are not added back to net income 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 income and other GAAP financial results.

The following table presents a reconciliation of adjusted EBITDA to net income, the most directly comparable GAAP measure (in thousands):

	Three Months Ended March 31,	
	2022	2023
Net income	$ 33,038	$ 13,608
Plus:		
Interest expense, net	947	8
Depreciation and amortization	9,871	6,575
Stock-based compensation expense	13,585	7,968
Foreign currency loss (gain)	1,671	(1,389)
Acquisition and integration (benefit) cost	(4,599)	1,723
Change in fair value of contingent consideration	(65,050)	(34,584)
Adjusted EBITDA	$ (10,537)	$ (6,091)

The following table presents a reconciliation of adjusted EBITDA to Adjusted Contribution, the most directly comparable segment income measure (in thousands):

	Three Months Ended March 31, 2022			Three Months Ended March 31, 2023		
	Cardlytics Platform	Bridg Platform	Consolidated	Cardlytics Platform	Bridg Platform	Consolidated
Adjusted Contribution	$ 28,956	$ 3,819	$ 32,775	$ 25,855	$ 5,092	$ 30,947
Minus:						
Delivery costs	4,907	1,626	6,533	4,693	1,731	6,424
Sales and marketing expense	16,384	1,264	17,648	11,547	2,401	13,948
Research and development expense	11,313	978	12,291	10,327	1,237	11,564
General and administration expense	19,391	1,034	20,425	13,330	(260)	13,070
Stock-based compensation expense	(12,382)	(1,203)	(13,585)	(8,103)	135	(7,968)
Adjusted EBITDA	$ (10,657)	$ 120	$ (10,537)	$ (5,939)	$ (152)	$ (6,091)

Results of Operations

The following table presents our condensed consolidated statements of operations (in thousands):

	Three Months Ended March 31,	
	2022	2023
Revenue	$ 67,928	$ 64,331
Costs and expenses:		
Partner Share and other third-party costs	35,153	33,384
Delivery costs	6,533	6,424
Sales and marketing expense	17,648	13,948
Research and development expense	12,291	11,564
General and administrative expense	20,425	13,070
Acquisition and integration (benefit) cost	(4,599)	1,723
Change in fair value of contingent consideration	(65,050)	(34,584)
Depreciation and amortization expense	9,871	6,575
Total costs and expenses	32,272	52,104
Operating income	35,656	12,227
Other (expense) income:		
Interest expense, net	(947)	(8)
Foreign currency (loss) gain	(1,671)	1,389
Total other (expense) income	(2,618)	1,381
Income before income taxes	33,038	13,608
Income tax benefit	—	—
Net income	$ 33,038	$ 13,608

Comparison of Three Months Ended March 31, 2022 and 2023

Revenue

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Billings	$ 98,225	$ 95,626	$ (2,599)	(3)%
Consumer Incentives	30,297	31,295	998	3
Revenue	$ 67,928	$ 64,331	$ (3,597)	(5)%
% of billings	69 %	67 %		

The $3.6 million decrease in revenue during the three months ended March 31, 2023 compared to the three months ended March 31, 2022 was comprised of a $2.6 million decrease in billings and a $1.0 million increase in Consumer Incentives. The change in billings was comprised of $3.6 million decrease in sales to existing marketers and $1.0 million in sales to new marketers in 2023. Consumer Incentives grew at a higher rate than billings during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily as a result of changes in advertiser mix and Consumer Incentives funded by partners through a reduction in Partner Share.

Costs and Expenses

Partner Share and Other Third-Party Costs

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Total Partner Share and other third-party costs	$ 35,153	$ 33,384	$ (1,769)	(5)%
% of revenue	52 %	52 %		

Partner Share and other third-party costs decreased by $1.8 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily due to decreased revenue from sales of the Cardlytics platform and Consumer Incentives funded by partners through a reduction in Partner Share. Additionally we had an increase of $1.3 million due to our expected minimum Partner Share commitment shortfall.

Delivery Costs

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Delivery costs excluding stock-based compensation expense	$ 5,951	$ 5,856	$ (95)	(2)%
Plus:				
Stock-based compensation expense	582	568	(14)	(2)
Total delivery costs	$ 6,533	$ 6,424	$ (109)	(2)%
% of revenue	10 %	10 %		

Total delivery costs decreased by $0.1 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022. Delivery costs excluding stock-based compensation decreased by $0.1 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily due to a $1.4 million decrease due to a reduction of headcount, partially offset by a $1.3 million increase in costs associated with hosting the Cardlytics platform for certain partners.

Sales and Marketing Expense

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Sales and marketing expense excluding stock-based compensation expense	$ 13,944	$ 10,895	$ (3,049)	(22)%
Plus:				
Stock-based compensation expense	3,704	3,053	(651)	(18)
Total sales and marketing expense	$ 17,648	$ 13,948	$ (3,700)	(21)%
% of revenue	26 %	22 %		

Total sales and marketing expenses decreased by $3.7 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022. Sales and marketing expense excluding stock-based compensation decreased by $3.0 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022 primarily due to a $2.8 million decrease due to a reduction of headcount and a $0.2 million decrease in marketing expenses.

Research and Development Expense

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Research and development expense excluding stock-based compensation expense	$ 9,087	$ 7,479	$ (1,608)	(18)%
Plus:				
Stock-based compensation expense	3,204	4,085	881	27
Total research and development expense	$ 12,291	$ 11,564	$ (727)	(6)%
% of revenue	18 %	18 %		

Total research and development expense decreased by $0.7 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022. Research and development expense excluding stock-based compensation decreased by $1.6 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily due to a $2.8 million decrease related to a reduction of headcount, partially offset by a $0.6 million increase in software licenses, a $0.4 million increase in professional fees, a $0.2 million increase due to other expenses including travel, facility expense, and other administrative expenses.

General and Administrative Expense

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
General and administrative expense excluding stock-based compensation expense	$ 14,330	$ 12,808	$ (1,522)	(11)%
Plus:				
Stock-based compensation expense	6,095	262	(5,833)	(96)
Total general and administrative expense	$ 20,425	$ 13,070	$ (7,355)	(36)%
% of revenue	30 %	20 %		

Total general and administrative expense decreased by $7.4 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022. General and administrative expense excluding stock-based compensation and restructuring and reduction of force decreased by $1.5 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily due to a $1.3 million decrease related to a reduction of headcount and a $0.2 million decrease due to marketing expenses.

Stock-based Compensation Expense

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

	Three Months Ended March 31,		Change	
	2022	2023	$	%
Delivery costs	$ 582	$ 568	$ (14)	(2)%
Sales and marketing expense	3,704	3,053	(651)	(18)
Research and development expense	3,204	4,085	881	27
General and administrative expense	6,095	262	(5,833)	(96)
Total stock-based compensation expense	$ 13,585	$ 7,968	$ (5,617)	(41)%
% of revenue	32 %	12 %		

Stock-based compensation expense decreased by $5.6 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily driven by the reversal of expense associated with the 2020 PSUs, which we believe are no longer likely to vest, and award forfeitures associated with executive departures.

Acquisition and integration (benefit) cost

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Acquisition and integration (benefit) cost	$ (4,599)	$ 1,723	$ 6,322	n/a
% of revenue	(7)%	3 %		

During the three months ended March 31, 2022 and 2023 we incurred a $4.6 million benefit and a $1.7 million of expense, respectively, in connection with our acquisition of Bridg due to the changes in the estimated brokerage fees and transaction bonuses and accounting for all true-ups and credits related to the acquisition of Bridg. Refer to Note 8—Fair Value Measurements to our condensed consolidated financial statements for additional information regarding the contingent consideration.

Change in fair value of contingent consideration

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Change in fair value of contingent consideration	$ (65,050)	$ (34,584)	$ 30,466	n/a
% of revenue	— %	(54)%		

During the three months ended March 31, 2022 and 2023, we recognized a benefit of $65.1 million and $34.6 million, respectively, related to the reduction of the fair value of contingent consideration to Bridg shareholders. Refer to Note 8—Fair Value Measurements to our condensed consolidated financial statements for additional information regarding the contingent consideration.

Depreciation and Amortization Expense

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Depreciation and amortization expense	$ 9,871	$ 6,575	$ (3,296)	(33)%
% of revenue	15 %	10 %		

Depreciation and amortization expense decreased $3.3 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily due to our impairment of intangible assets in the fourth quarter of 2022.

Interest Expense, Net

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Interest expense	$ (996)	$ (1,123)	$ (127)	13 %
Interest income	49	1,115	1,066	2,176 %
Interest expense, net	$ (947)	$ (8)	$ 939	(99)%
% of revenue	(1)%	— %		

Interest expense, net decreased by $0.9 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022 as a result of an increase in interest income driven by higher interest rates on our money market and direct deposits accounts.

Foreign Currency (Loss) Gain

	Three Months Ended March 31,		Change	
	2022	2023	$	%
	(dollars in thousands)			
Foreign currency (loss) gain	$ (1,671)	$ 1,389	$ 3,060	n/a
% of revenue	(2)%	2 %		

Foreign currency (loss) gain increased by $3.1 million during the three months ended March 31, 2023 compared to the three months ended March 31, 2022, primarily due to an increase in the value of the British pound relative to the U.S dollar.

Critical Accounting Estimates

Our condensed consolidated financial statements are prepared in accordance with GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and assumptions on an ongoing basis.

We believe that the assumptions and estimates associated with the evaluation of revenue recognition criteria, including the determination of revenue recognition as net versus gross in our revenue arrangements, the assumptions used in the valuation models to determine the fair value of equity awards and stock-based compensation expense, the assumptions used both in the initial valuation and ongoing impairment analysis of acquired intangible assets of Dosh, Bridg and Entertainment, the assumptions used in the valuation of contingent consideration related to the potential First and Second Anniversary Payments in connection with the acquisition of Bridg, and the assumptions required in determining any valuation allowance recorded against deferred tax assets have the greatest potential impact on our condensed consolidated financial statements.

Therefore, we consider these to be our critical accounting policies and estimates. By their nature, estimates are subject to an inherent degree of uncertainty. Actual results could differ materially from these estimates. There have been no material changes to our critical accounting policies and estimates from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022, except as it relates to our adoption of ASU 2020-06. Refer to Note 2 - Significant Account Policies and Recent Accounting Standards to our condensed consolidated financial statements for a description of the impact of our adoption of ASU 2020-06.

ITEM 3. 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 or 8.00%. As of March 31, 2023, the prime rate was 8.00% and a 10% increase in the current prime rate would, for example, result in a $0.5 million annual increase in interest expense if the maximum amount under the 2018 Line of Credit was outstanding for an entire year. The interest rate on the 2020 Convertible Senior Notes is fixed at 1.00%.

Foreign Currency Exchange Risk

Both revenue and operating expense of Cardlytics UK Limited are denominated in British pounds, and we bear foreign currency risks related to these amounts. For example, if the average value of the British pound had been 10% higher relative to the U.S. dollar during the three months ended March 31, 2022 and 2023, our operating expense would have increased by $0.2 million and $0.1 million, respectively.

Inflation Risk

Historically, we do not believe that inflation has had a material effect on our business, financial condition or results of operations. However, over the last year there has been increased inflationary pressure, and we believe that inflationary pressure has the potential to negatively impact overall consumer spending and advertising budgets as a result of the impact on consumer spend. This could potentially impact our current business products and strategy. We will continue to monitor the impact of inflation in order to reduce its effects through pricing strategies, productivity improvements, and cost reductions. If advertising budgets were to become subject to significant inflationary pressures, we may not be able to fully offset the effects of lower demand through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e)) under the Securities Exchange Act of 1934, as amended ("Exchange Act"), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

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 period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. 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 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 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, in the global economy or the industries we serve could limit our ability to grow our business and negatively affect our operating results.

General worldwide economic conditions have experienced significant instability in recent years including the recent global economic uncertainty and financial market conditions. For example, inflation rates, particularly in the United States and United Kingdom, have increased recently to levels not seen in years, and increased inflation may result in decreased demand for our products and solutions, increases in our operating costs (including our labor costs), reduced liquidity and limits on our ability to access credit or otherwise raise capital. In addition, the Federal Reserve has raised, and may again raise, interest rates in response to concerns about inflation, which coupled with reduced government spending and volatility in financial markets may have the effect of further increasing economic uncertainty and heightening these risks. Additionally, financial markets around the world experienced volatility following the invasion of Ukraine by Russia in February 2022. Further, recently, concerns have arisen with respect to the financial condition of a number of banking organizations in the United States, in particular those with exposure to certain types of depositors and large portfolios of investment securities. On March 10, 2023, Silicon Valley Bank (“SVB”) was closed by the California Department of Financial Protection and Innovation, and the Federal Deposit Insurance Corporation (the “FDIC”) was appointed receiver of SVB. On March 12, 2023, the FDIC was appointed receiver of Signature Bank. On May 1, 2023, First Republic Bank was closed by the California Department of Financial Protection and Innovation, and the FDIC was appointed receiver of First Republic Bank. Also on May 1, 2023, the FDIC announced that it was entering into a purchase and assumption agreement with JPMorgan Chase Bank, National Association, Columbus, Ohio, to assume all the deposits and substantially all of the assets of First Republic Bank. While we do not have any exposure to First Republic Bank, SVB or Signature Bank, we do maintain our cash at financial institutions, often in balances that exceed the current FDIC insurance limits. If other banks and financial institutions enter receivership or become insolvent in the future due to financial conditions affecting the banking system and financial markets, our ability to access our cash, cash equivalents and investments, including transferring funds, making payments or receiving funds, may be threatened and could have a material adverse effect on our business and financial condition. These conditions make it extremely difficult for marketers and us to accurately forecast and plan future business activities and could cause marketers to continue to reduce or delay their marketing spending. Historically, economic downturns have resulted in overall reductions in marketing spending. Alternatively, as the market recovers from the pandemic, marketing spend may be volatile and unpredictable as certain industries recover at different speeds. 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 recently entered new industries such as travel and entertainment, direct-to-consumer, grocery and gas. All of these industries have been negatively impacted by the pandemic and inflationary pressure and certain precautions taken to control the pandemic and 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 purchase intelligence 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 revenue generated from our operations in the U.S. and U.K.;
- the revenue mix generated from the operations of Cardlytics, Inc. and its subsidiaries;
- decisions made by our FI partners to increase Consumer Incentives or use their Partners Share to fund their Consumer Incentives;
- 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;
- quarantine, private travel limitation, or business disruption in regions affecting our operations, stemming from actual, imminent or perceived outbreak of contagious disease, including the COVID-19 pandemic;
- volatile recovery from the pandemic, including inflationary pressure;
- other events or factors, including those resulting from war, such as the current hostilities between Russia and Ukraine or 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;
- costs related to acquisitions of other businesses or technologies; and
- our ability to maintain and grow our business in light of the global COVID-19 pandemic and precautions taken to reduce the risk of this virus.

Fluctuations in our quarterly operating results, non-GAAP metrics and other metrics and the price of our common stock may be particularly pronounced in the current economic environment due to the uncertainty caused by and the unprecedented nature of the current COVID-19 pandemic. 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 be able to sustain our revenue and billings growth rate in the future.

Our revenue decreased 5% from $67.9 million during the three months ended March 31, 2022 to $64.3 million during the three months ended March 31, 2023. Our billings decreased 3% from $98.2 million during the three months ended March 31, 2022 to $95.6 million during three months ended March 31, 2023. We may not be able to maintain year-over-year revenue and billings 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 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, 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 the three months ended March 31, 2022 and 2023 were derived from sales of advertising via the Cardlytics platform. Our operating results could suffer due to:

- lack of continued participation by FI partners in our network 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, 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 technology to support purchase intelligence marketing or other incentive programs;
- 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, in the majority of instances we would be required to pay Consumer Incentives associated with the Cardlytics platform marketing campaigns even if the amount of such Consumer Incentives exceeded the amount of billings that we are paid by the applicable marketer. Further, we are often required to pay such Consumer Incentives before we receive payment from the applicable marketer. Accordingly, if the amount of Consumer Incentives that we are required to pay materially exceeds the billings that we receive or 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, Bank of America, 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.

In addition, we pay most of our FI partners a Partner Share, which is a negotiated and fixed percentage of our billings less certain costs. During the three months ended March 31, 2022, our top two FI partners combined to account for over 75% of the total Partner Share we paid to all partners, with each representing over 20%. During the three months ended March 31, 2023, our top three FI partners combined to account for over 70% of the total Partner Share we paid to all partners, with the top two FI partners each representing over 20% and third largest FI partner representing over 10% of Partner Share. No other partner accounted for over 10% of Partner Share during these periods.

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 less prior notice. If an FI partner terminates its agreement with us, we would lose that FI 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 an FI partner may be more likely to cease providing us data or to terminate its agreement with us. The loss of Chase, Bank of America, Wells Fargo or any other significant FI partner would 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 COVID-19 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, including due to the global economic uncertainty and financial market conditions caused by the COVID-19 pandemic, 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 would decline.

If we fail to maintain our relationships with current FI partners or attract new FI 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 and attract new FI partners. A significant percentage of consumer credit and debit card spending is concentrated with the 10 largest FIs 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 FIs. Accordingly, our ability to efficiently grow our revenue will specifically depend on our ability to maintain our relationships with the large FIs that are currently part of our network and establish relationships with the large FIs that are not currently part of our network. In addition, we must continue to maintain our relationships with our existing bank processor and digital banking provider FI partners and attract new such FI partners because these FI partners aggregate smaller FIs into our network. We have in the past and may in the future be unsuccessful in attempts to establish and maintain relationships with large FIs. If we are unable to maintain our relationships with current FI partners and attract new FI partners, maintain our relationships with our existing bank processor and digital banking provider partners or attract new bank processor and digital provider 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.

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 recently entered new industries such as travel and entertainment, direct-to-consumer, grocery and gas, 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 could result in a disruption of our operations, or a third-party's entry into our FI partners' systems, which would be detrimental to our business, reputation, financial condition and operating results.

We leverage our FI partners' purchase data and infrastructures to deliver our Cardlytics platform. We do not currently receive or have access to any personally identifiable information ("PII") from our FI partners, although we may obtain or have access to PII from our FI partners in the future as our business evolves. There is a risk that third parties may attempt to gain access to our systems, or our FI partners' systems through our systems, for the purpose of stealing sensitive or proprietary data, accessing sensitive information on our network, or disrupting our or their respective operations. Additionally, we receive and have access to PII as a result of other aspects of our business. In turn, we may be a more visible target for cyberattacks and/or physical breaches of our databases or data centers, and we may in the future suffer from such attacks or breaches. Cyberattacks, malicious internet-based activity and online and offline fraud are prevalent and continue to increase. In addition to traditional computer "hackers," threat actors, software bugs, malicious code (such as viruses and worms), employee theft or misuse, denial-of-service attacks (such as credential stuffing), and ransomware attacks, sophisticated nation-state and nation-state supported actors now engage in attacks (including advanced persistent threat intrusions). We also may be the subject of phishing attacks, viruses, malware installation, server malfunction, software or hardware failures, loss of data or other computer assets, adware, malicious or unintentional actions or in actions by employees or others with authorized access to our network that create or expose vulnerabilities or other similar issues.

Current or future criminal capabilities, discovery of existing or new vulnerabilities in our systems and attempts to exploit those vulnerabilities or other developments may compromise or breach the technology protecting our systems. Due to a variety of both internal and external factors, including defects or misconfigurations of our technology, our services could 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. In the event that our protection efforts are unsuccessful, and our systems are compromised such that a third-party gains entry to our or any of our FI partners' systems, we could suffer substantial harm. In addition, many of our employees work remotely, which may make us more vulnerable to cyberattacks. A security breach could result in operational or administrative disruptions, or impair our ability to meet our marketers' 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. Further, we could be forced to 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. In any event, an actual or suspected breach of the security of our systems or data could materially harm our business, financial condition and operating results.

We cannot assure you that any 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 of, 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.

If we fail to generate sufficient revenue to offset our contractual commitments to FIs, our business, results of operations and financial conditions could be harmed.

We had a minimum Partner Share commitment to a certain FI partner totaling $10.0 million over a 12-month period which ended on March 31, 2023. As of March 31, 2023, we accrued $4.5 million for an expected minimum Partner Share shortfall, included within Partner Share liability on our condensed consolidated balance sheet. We expect to pay this shortfall on a quarterly basis from September 30, 2023 through June 30, 2024. During the three months ended March 31, 2022 and 2023, we recognized zero and $1.3 million of expected minimum Partner Share commitment shortfalls within Partner Share and other third-party costs on our condensed consolidated statement of operations.

To the extent that we are unable to generate revenue from marketers sufficient to offset our Partner Share commitments and other obligations, our business, results of operations and financial conditions could be harmed.

The total amount we will have to pay in connection with the acquisition of Bridg may be materially larger than we expect.

As part of the acquisition of Bridg, we agreed to make two earnout payments: a First Anniversary Payment and a Second Anniversary Payment. We have agreed to pay at least 30% of the First Anniversary Payment and the Second Anniversary Payment in cash, with the remainder to be paid in cash or our common stock, at our option. Depending on the total amount we have to pay for the Second Anniversary Payment and the price of our stock during the relevant time period, we may be required to pay more than 30% of the Second Anniversary Payment in cash even if we did not want to do so, due to a provision in the Merger Agreement that does not allow us to issue more than 19.9% of our common stock in connection with the transactions 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. Consequently, based on the First Anniversary ARR as calculated by the Independent Accountant, we calculated the First Anniversary Payment to be $208.1 million, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits. As such, we now estimate the Second Anniversary ARR to be less than the First Anniversary ARR, and thus the Second Anniversary Payment Amount to be $0, inclusive of brokerage fees and transaction bonuses and accounting for all true-ups and credits. It is possible that the Shareholder Representative will dispute our calculation and the final determined amount of the Second Anniversary Payment will be materially larger than we currently expect, which could adversely affect our business, results of operations and financial conditions.

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 three months ended March 31, 2022 and 2023, our top five marketers accounted for 25% and 16% of our revenue, respectively, with one marketer accounting for over 10% during three months ended March 31, 2022 and no marketer accounting for over 10% during the three months ended March 31, 2023. As of March 31, 2022 and 2023, our top five marketers accounted for 23% and 17% of our accounts receivable, respectively, with one marketer representing over 10% as of March 31, 2022, and no marketer accounting for over 10% as of March 31, 2023.

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.

The ongoing COVID-19 pandemic could materially and adversely affect our business, results of operations and financial condition.

COVID-19, including variants of COVID-19, has resulted, at times, in the implementation or reimplementation of significant governmental measures, including lockdowns, closures, quarantines, occupancy limits and travel bans intended to control the spread of the virus. In response to the pandemic, our employees began working remotely in March 2020 and many are still primarily or exclusively working from home. In addition, many of our marketers and prospective marketers, as well as our partners, are working remotely. We have had to expend, and may be required to continue to expend, significant time, attention, and resources to respond to the COVID-19 pandemic and the associated global economic uncertainty, including to develop and implement internal policies and procedures and track changes in laws and government guidelines and restrictions. The remote working environment may also create increased vulnerability to cybersecurity incidents, including breaches of information systems security, which could damage our reputation and commercial relationships.

To the extent that future COVID restrictions are reinstated or additional prevention and mitigation measures are implemented, or there is uncertainty about the effectiveness of these or any other measures to contain or treat COVID-19 or any of its variants, there potentially could be an adverse impact on global economic conditions, which could materially and adversely impact our operations and the operations of our marketers, partners, suppliers and others with whom we work. While, at this time, we are working to manage and mitigate potential disruptions from the virus or any of its variants on our employees and operations, the fluid nature of the pandemic and uncertainties regarding the related economic impact are likely to result in sustained market turmoil, which may materially and adversely impact our business, results of operations and financial condition. We cannot predict how the COVID-19 pandemic, including with respect to variants of COVID-19, will continue to develop, whether and to what extent government regulations or other restrictions may impact our operations or those of our customers, or whether or to what extent the COVID-19 pandemic or the effects thereof may have longer term unanticipated impacts on our business.

The full extent of COVID-19's impact on our operations and financial performance depends on future developments that are uncertain and unpredictable, including the duration, spread and intensity of future variants of the virus, the virus' impact on capital and financial markets, the timing of an economic recovery and any new information that may emerge concerning the severity of the virus, among others. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on our business. If, however, the pandemic continues to persist as a severe worldwide health crisis, it may harm our business, and also may have the effect of heightening many of the other risks described in this "Risk Factors" section.

We have a 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 measuring those customers subsequent in-store or digital spending. We are also reliant on our network of partners to promote their digital incentive programs, increase customer awareness and leverage additional customer outreach channels like email, all of which can increase customer engagement, as well as expand our network of partners. 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, 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, make incentive programs difficult to locate on their website and/or mobile applications and/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, 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 would 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 growth. 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 campaign 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 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 caused by the COVID-19 pandemic. 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 and/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 profitability in the future.

We have incurred annual net losses since inception and expect to incur net losses in the future. We had an accumulated deficit of $963.0 million as of March 31, 2023. While we achieved net income during the three months ended March 31, 2022 and 2023, respectively, we have never achieved profitability on an annual basis, and we do not know if we will be able to achieve or sustain profitability. Although our revenue has increased substantially in recent periods, we also do not expect to maintain this rate of revenue growth. 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 and operating as a public company. Our ability to achieve and sustain profitability 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 profitability.

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 purchase intelligence. 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 for purchase intelligence 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 purchase intelligence 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. While we may successfully partner with a wide range of companies that are to some extent currently 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 purchase intelligence 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 do. 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. Specifically, we are migrating to a cloud-based solution hosted by Amazon Web Services. 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, and 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 make at their discretion) or to refuse to implement the mechanisms that we request to ensure compliance with our legal obligations or technical requirements;
- 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, such as browser settings, 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 purchase intelligence 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, 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, or at all.

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 can 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 begun to migrate and will continue to migrate our data storage capabilities to Amazon Web Services' cloud-hosting solution. If we do not complete the migration, are not successful in completing a seamless migration, 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 third-party data centers or other 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 center facilities or other data-hosting solutions, and we may incur significant costs and possible service interruption in connection with doing so. Further, protection of our third-party data centers or other 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 centers or other data-hosting solutions that we utilize, or of our own equipment located within such data centers, could result in interruptions to the availability or functionality of our solutions. In addition, the failure of the data centers or other 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 centers or other data-hosting solutions that we utilize, or to our own equipment located within such data centers, 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 and/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 as we grow, or our corporate culture is negatively impacted by the COVID-19 pandemic, we could lose the innovation, creativity and teamwork fostered by our culture, and our business may be harmed.

As of March 31, 2023, we had 489 full-time employees. We intend to further expand our overall headcount and operations, with no assurance that we will be able to do so while effectively maintaining our corporate culture. Additionally, our corporate culture may be negatively impacted by the COVID-19 pandemic. 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 and change, integrate acquired businesses and their employees, and as the COVID-19 pandemic continues, 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.

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 and top research institutions. 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. 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 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 will 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 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. Further, if members of our management and other key personnel in critical functions across our organization are unable to perform their duties or have limited availability due to COVID-19, we may not be able to execute on our business strategy and/or our operations may be negatively impacted.

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

During the three months ended March 31, 2022 and 2023, we derived 9% and 5%, respectively, of our revenue outside the U.S., respectively. While substantially all of our operations are located in the U.S., we have an office in the U.K. 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 compliance costs associated with having international operations;
- fluctuations in currency exchange rates and related effect 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 caused by the COVID-19 pandemic, including inflationary pressure;
- reduction in billings, foreign currency exchange rates, and trade with the United Kingdom;
- 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 U.S. 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 software 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 the current hostilities between Russia and Ukraine;
- heightened risks of unfair or corrupt business practices in certain geographies and of improper or fraudulent sales arrangements that may impact financial results and result in restatements of financial statements and 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 recent 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 in an environment where many 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 U.K. office in the local currency. Fluctuations in the exchange rates between the U.S. dollar, British pound and Canadian dollar 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.

Our net operating loss ("NOL"), carryforwards 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, 2022, we had U.S. federal and state NOLs of $626.5 million and $255.6 million, respectively. Our federal NOLs generated in tax years beginning before January 1, 2018, are only permitted to be carried forward for 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 carryforwards is limited to 80% of taxable income. It is uncertain if and to what extent various states will conform to federal law.

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 carryforwards 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 carryforwards under IRC Section 382, our federal NOL carryforwards could expire unutilized or underutilized, even if we earn taxable income against which our federal NOL carryforwards 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 carryforwards 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. For instance, the United States passed the Inflation Reduction Act in 2022, which 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 that would be imposed on such corporations. In addition, it is uncertain if and to what extent various states will conform to federal tax legislation. The impact of such changes or future legislation could increase 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. Our ability as an organization to successfully acquire and integrate technologies or businesses is unproven. 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;
- the 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 Dosh’s, Bridg’s and Entertainment's net tangible assets and intangible assets based on their fair values as of the date of the acquisitions, and we have recorded the excess of the purchase price over those fair values 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 goodwill and 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. For example, while the potential impact and duration of the COVID-19 pandemic on the global economy and our business in particular may be difficult to assess or predict, the pandemic has resulted in, and may continue to result in significant disruption of global financial markets, reducing our ability to access capital, which could in the future negatively affect our liquidity. 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. Regulatory, legislative or self-regulatory developments regarding Internet privacy matters could adversely affect our ability to conduct our business.

Through our consumer application, users accumulate rewards that could be deemed subject to abandoned property laws and/or could be deemed to constitute stored value subject to certain legal requirements under applicable state and federal laws and regulations.

The Dosh application enables consumers to accumulate non-monetary rewards (“Dosh Rewards”) within the application, which may be converted to U.S. dollars only when certain requirements are met. Dosh Rewards have no cash value but users are able to receive U.S. dollar payouts from Dosh based on Dosh Rewards provided that certain requirements are met. State regulators could deem that Dosh Rewards constitute property that is subject to state property laws, which could potentially create a large liability for us as well as legal and related compliance obligations and costs to manage escheatment of any Dosh Rewards constituting abandoned property. Additionally, state and/or federal regulators could conclude that Dosh Rewards constitute monetary value or money and therefore subject to regulation pursuant to laws regulating the issuance, sale, redemption, and maintenance of stored value, prepaid access, or gift cards (or similar terminology). Such laws and regulations may include, but are not necessarily limited to, U.S. state money-transmitter licensing laws and the federal Bank Secrecy Act (including registration requirements), and our failure to comply with applicable laws could expose us to monetary penalties or damages and adversely affect our ability to operate our business in its current form.

Bringing new FI partners into our network can 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 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 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 may impede our ability to accurately forecast the performance of our network.

Bringing new FI partners into our network 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 is 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 is uncertain and difficult to predict. Additionally, our understanding of the impact of any given FI is subject to change at any time, as such understanding can be impacted by factors such as changes to an FI’s business strategy, changes to an FI’s user interface, or changes in the behavior or makeup of an FI'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 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 Notes or to repurchase the Notes for cash upon a fundamental change, which could adversely affect our business and results of operations.

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 2025 (the "Notes"). The interest rate is fixed at 1.00% per annum and is payable semi-annually in arrears on March 15 and September 15 of each year, beginning on March 15, 2021. Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the Notes, 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 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, any of our future debt agreements may contain restrictive covenants that may 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 Notes have the right to require us to repurchase their Notes upon the occurrence of a fundamental change (as defined in the indenture governing the Notes) at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, 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 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 Notes at a time when the repurchase is required by the indenture governing the Notes or to pay any cash payable on future conversions as required by such indenture would constitute a default under such indenture. A default under the 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 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 general U.S. and worldwide economic, industry, and
- 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 funding acquisitions, for working capital, and for 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 the Notes, if triggered, may adversely affect our financial condition and results of operations.

In the event the conditional conversion feature of the Notes is triggered, holders of Notes will be entitled to convert the Notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, 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 Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the 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 Notes may affect the value of our common stock.

The conversion of some or all of the 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 Notes. Our Notes may become in the future convertible at the option of their holders under certain circumstances. If holders of our Notes elect to convert their 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.

In addition, in connection with the pricing of the Notes, we entered into capped call transactions (the "Capped Calls") with certain financial institutions (the "Option Counterparties"). The Capped Calls are expected generally to reduce the potential dilution to our common stock upon any conversion or settlement of the Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted Notes, as the case may be, with such reduction and/or offset subject to a cap.

In connection with establishing their initial hedges of the Capped Calls, the Option Counterparties or their respective affiliates entered into various derivative transactions with respect to our common stock and/or purchased shares of our common stock concurrently with or shortly after the pricing of the Notes.

From time to time, the Option Counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivative transactions with respect to our common stock and/or purchasing or selling our common stock or other securities of ours in secondary market transactions prior to the maturity of the Notes (and are likely to do so following any conversion of the Notes, any repurchase of the Notes by us on any fundamental change repurchase date, any redemption date, or any other date on which the Notes are retired by us, in each case, if we exercise our option to terminate the relevant portion of the Capped Calls). This activity could cause a decrease and/or increased volatility in the market price of our common stock.

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 Notes or our common stock. In addition, we do not make any representation that the Option Counterparties will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

We are subject to counterparty risk with respect to the Capped Calls.

The Option Counterparties are financial institutions, and we will be subject to the risk that any or all of them might default under the Capped Calls. Our exposure to the credit risk of the Option Counterparties will not be secured by any collateral. Past global economic conditions have resulted in the actual or perceived failure or financial difficulties of many financial institutions. If an Option Counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the Capped Calls with such Option Counterparty. Our exposure will depend on many factors but, generally, an increase in our exposure will be correlated to an increase in the market price and in the volatility of our common stock. In addition, upon a default by an Option Counterparty, we may suffer adverse tax consequences and more dilution than we currently anticipate with respect to our common stock. We can provide no assurances as to the financial stability or viability of the Option Counterparties.

The accounting method for convertible debt securities that may be settled in cash, such as the Notes, could have a material effect on our reported financial results.

The accounting method for reflecting the notes on our balance sheet, accruing interest expense for the notes and reflecting the underlying shares of our common stock in our reported diluted earnings per share may adversely affect our reported earnings and financial condition. We expect that, under applicable accounting principles, the initial liability carrying amount of the notes will be the fair value of a similar debt instrument that does not have a conversion feature, valued using our cost of capital for straight, unconvertible debt. We expect to reflect the difference between the net proceeds from this offering and the initial carrying amount as a debt discount for accounting purposes, which will be amortized into interest expense over the term of the notes. As a result of this amortization, the interest expense that we expect to recognize for the notes for accounting purposes will be greater than the cash interest payments we will pay on the notes, which will result in lower reported income or higher reported loss. The lower reported income or higher reported loss resulting from this accounting treatment could depress the trading price of our common stock and the notes. However, in August 2020, the Financial Accounting Standards Board published an Accounting Standards Update ("ASU") 2020-06, eliminating the separate accounting for the debt and equity components as described above. ASU 2020-06 effective for SEC-reporting entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. On January 1, 2022, we adopted this standard using the modified retrospective method which allowed for a cumulative-effect adjustment to the opening balance sheet without restating prior periods. As we did not elect the fair value option in the process, the notes, net of issuance costs, are accounted for as a single liability measured at amortized cost. Upon adoption, we recorded a decrease in accumulated deficit of $11.2 million, an increase to the notes, net of $40.2 million and a decrease to additional paid in capital of $51.4 million.

If accounting standards change in the future and we are not permitted to use the treasury stock method, then our diluted earnings per share may decline. For example, the Financial Accounting Standards Board’s ASU described above amends these accounting standards, effective as of the dates referred to above, to eliminate the treasury stock method for convertible instruments that can be settled in whole or in part with equity and instead require application of the “if-converted” method. Under that method, diluted earnings per share would generally be calculated assuming that all the notes were converted solely into shares of common stock at the beginning of the reporting period, unless the result would be anti-dilutive. The application of the if-converted method may reduce our reported diluted earnings per share.

Furthermore, if any of the conditions to the convertibility of the notes is satisfied, then we may be required under applicable accounting standards to reclassify the liability carrying value of the notes as a current, rather than a long-term, liability. This reclassification could be required even if no noteholders convert their notes and could materially reduce our reported working capital.

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 upon whom we rely 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.

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 information and other information (“Process” or “Processing”) 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 upon whom we rely 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.

In the U.S., the rules and regulations to which we, directly or contractually through our partners, or our marketers may be subject include those promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act and state cybersecurity, privacy and breach notification laws, as well as regulator enforcement positions and expectations reflected in federal and state regulatory actions, settlements, consent decrees and guidance documents.

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. A number of existing bills are pending in the U.S. Congress that contain provisions that would regulate how companies can use cookies and other tracking technologies to collect and utilize user information. Additionally, new legislation proposed or enacted in various other states will continue to shape the data privacy environment nationally.

The California Consumer Privacy Act ("CCPA"), which took effect on January 1, 2020, is an example of the trend towards increasingly comprehensive privacy legislation being introduced in the United States. The CCPA gives California residents expanded rights to request access to and deletion of their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA also increases the privacy and security obligations on entities handling personal information, which is broadly defined under the law. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches, and includes statutorily defined damages of up to $750 per citizen, which is expected to increase data breach litigation. The CCPA also imposes requirements on businesses that "sell" information (which is defined broadly under the CCPA); there is significant ambiguity regarding what constitutes a sale and many of our or our partner's business practices may qualify. Further the California Privacy Rights Act ("CPRA"), became effective starting on January 1, 2023, which significantly modifies the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also creates a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA.

Other states, such as Virginia, Colorado, Utah, Iowa, and Connecticut, have also passed comprehensive privacy laws, and 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 upon whom we rely.

Outside of the United States, an increasing number of laws, regulations, and industry standards may govern data privacy and security. For example, the European Union's General Data Protection Regulation ("EU GDPR") and the United Kingdom's GDPR ("UK 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 only as applicable to providers of particular public electronic communications services. Additional European Union member state laws of this type may follow.

In the ordinary course of business, we may transfer personal data from Europe and other jurisdictions to the United States 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 similarly stringent interpretations of their 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, 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.

Obligations related to data privacy and security 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. 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 those of any third parties that process personal data on our behalf. In addition, these obligations may require us to change or 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 online purchases to compensate for a potential lack of cookie 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 cookies. Our business model materially depends on our ability to process personal data, so we are particularly exposed to the risks associated with the rapidly changing legal landscape. For example, we may be at heighten risk of regulatory scrutiny, and any changes in the regulatory framework could require us to fundamentally change our business model.

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 parties on whom we rely may fail to comply with such obligations, which could negatively impact our business operations. If we or the third parties on which we rely 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 (e.g. 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. Any of these events could have a material adverse effect on our reputation, business or financial condition, 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.

If the use of matching technologies, such as cookies, pixels and device identifiers, is rejected by Internet users, restricted or otherwise subject to unfavorable terms, such as by non-governmental entities, our validation methodologies could be impacted and we may lose customers and revenue.

Our solution can be utilized by in-store and online marketers; however, a large majority of consumer purchases continue to be made in-store. For validation of certain of these limited online purchases, our solutions may use digital matching technologies, such as mobile advertising identifiers, pixels and cookies to match the Cardlytics IDs we have assigned to our FIs' customers with their digital presence outside of the FI partners' websites and mobile applications. In most cases, the matching technologies we use relate to mobile advertising identifiers that we use in limited cases to validate that we influenced an online purchase. If our access to matching technology data is reduced, our ability to validate certain online purchases in the current manner may be affected and thus undermine the effectiveness of our solutions.

On occasion, “third-party cookies” may be placed through an Internet browser to validate online purchases. Internet users may easily block and/or delete cookies (e.g., through their browsers or “ad blocking” software). The most commonly used Internet browsers allow Internet users to modify their browser settings to prevent cookies from being accepted by their browsers or are set to block third-party cookies by default. Further, Google is planning to eliminate third-party cookies from its browser in 2024. In addition, Apple previously released an update to its Safari browser that limited the use of third-party cookies. If more browser providers and Internet users adopt these settings or delete their cookies more frequently than they currently do, our practices related to the validation of limited online purchases could be impacted, which could result in us needing to implement other available methodologies. This could hinder growth of marketing on the Internet generally and cause us to change our business practices and adversely affect our business, financial condition and operating results. In addition, browser manufacturers could replace cookies with their own product and require us to negotiate and pay them for use of such product to record information about Internet users' interactions with our marketers, which may not be available on commercially reasonable terms, or at all.

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 eight 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, or are registering, the “Cardlytics,” “Dosh," "Bridg" and "Entertainment" 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. 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. Bank of America also has a right to purchase some of the source code underlying the Cardlytics platform upon the occurrence of specified events, which could compromise the proprietary nature of the Cardlytics platform and/or allow Bank of America to discontinue the use of our solutions. Additionally, other 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, to protect our trade secrets, to determine the validity and scope of the intellectual property rights of others or to 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.

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 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 $2.60 to an intraday high of $161.47 through April 30, 2023. 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.

Recently, the stock markets have experienced extreme price and volume fluctuations 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, inflation and the COVID-19 pandemic. 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 (including the ongoing COVID-19 pandemic), or a natural disaster, such as an earthquake, fire or a 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, Georgia. 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 develop or 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.

We have incurred and will continue to incur increased costs as a result of being a public company.

As a public company, we have incurred and will continue to incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the Nasdaq Stock Market and other applicable securities rules and regulations impose various requirements on public companies. We expect that compliance with these requirements will continue to increase certain of our expenses and make some activities more time-consuming than they have been in the past when we were a private company. Such additional costs going forward could negatively affect our financial results.

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.

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 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Purchases of Equity Securities by the Issuer

None.

Recent Issuances of Unregistered Securities

None.

ITEM 6. EXHIBITS

The exhibits listed below are filed or incorporated by reference into this Quarterly Report on Form 10-Q.

		Incorporated by Reference				
Exhibit	**Exhibit Description**	**Schedule /Form**	**File Number**	**Exhibit**	**Filing Date**	**Filed Herewith**
10.1	Assumption Agreement and Twelfth Amendment to Loan and Security Agreement, dated as of February 16, 2023, by and among Cardlytics, Inc., as Borrower and Pacific Western Bank, as Lender	10-K	001-38386	10.44	March 1, 2023	
10.2	Amendment to Inducement Plan	10-K	001-38386	10.45	March 1, 2023	
10.3	Transition Letter Agreement by and between Andrew Christiansen and Cardlytics, Inc.					X
10.4	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					X
10.5	Assumption Agreement and Thirteenth Amendment to Loan and Security Agreement, dated as of May 3, 2023, by and among Cardlytics, Inc., as Borrower and Pacific Western Bank, as Lender					X
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					X
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					X
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					X
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.					X
101.sch	XBRL Taxonomy Schema Linkbase Document					X
101.cal	XBRL Taxonomy Calculation Linkbase Document					X
101.def	XBRL Taxonomy Definition Linkbase Document					X
101.lab	XBRL Taxonomy Label Linkbase Document					X
101.pre	XBRL Taxonomy Presentation Linkbase Document					X
104	Cover page formatted as Inline XBRL and contained in Exhibit 101					X

* The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

SIGNATURES

Pursuant to the requirements 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.

Date:	May 4, 2023	By:	/s/ Karim Temsamani
			Karim Temsamani Chief Executive Officer *(Principal Executive Officer)*
Date:	May 4, 2023	By:	/s/ Andrew Christiansen
			Andrew Christiansen Chief Financial Officer *(Principal Financial and Accounting Officer)*

Exhibit 10.3

Transition Agreement

This Transition Agreement (the "Agreement") by and between Cardlytics, Inc. (the "Company") and Andy Christiansen ("You" or "Your") (collectively the "Parties") is entered into and effective as of March 17, 2023 (the "Effective Date").

1. Termination of Separation Agreement. As of the Effective Date, the Parties acknowledge and agree that the Amended and Restated Separation Pay Agreement between You and the Company dated March 4, 2020 (the "Separation Agreement") shall terminate. The termination of the Separation Agreement does not and will not result in the vesting, acceleration, or triggering of any employment benefit in Your favor, including, but not limited to, any post-termination payment obligation or any separation payment or benefit, or any other right which You may have under the Separation Agreement.

2. Terms of Transition.

(a) At-Will Employment. The Company shall continue to employ You on an at-will basis through July 21, 2023 (the "Separation Date"). The time period from the Effective Date through the Separation Date shall be referred to herein as the "Transition Term." During the Transition Term, either You or the Company may terminate Your employment at any time, with or without cause or notice.

(b) Transition Duties. During the Transition Term, You agree to perform duties as requested and authorized by the Company, including, but not limited to, cooperating with the Company in effecting a smooth transition of Your duties and responsibilities as Chief Financial Officer (the "Transition Duties"). If instructed by the Company, You shall also refrain from performing any service or services. You agree to perform all Transition Duties faithfully, diligently, and industriously, and agree to use Your best efforts to complete the Transition Duties to the satisfaction of the Company.

(c) Transition Compensation. During Your employment, the Company shall continue to pay You a salary at the gross monthly rate of Twenty Nine Thousand One Hundred and Sixty Six Dollars and Sixty Seven Cents ($29,166.67), subject to all applicable withholdings and paid in accordance with the Company's regular payroll schedule. You shall remain eligible to participate in all health benefit plans in which You participated immediately prior to the Effective Date, subject to the terms and conditions of such plans.

2. Consideration. Provided You complete the entire Transition Term and otherwise comply with this Agreement, then following the completion of the entire Transition Term, You shall have twenty-one (21) days within which to return an executed version of the Release Agreement attached as Exhibit A to the Company's Chief Legal and Privacy Officer, Nick Lynton, located at 675 Ponce de Leon Avenue, Suite 6000, Atlanta, Georgia, 30308, and, only if You do so, and do not revoke Exhibit A, the Company shall:

(a) Pay You a separation payment equal to Three Hundred and Fifty Thousand Dollars ($350,000.00), minus all applicable withholdings, including taxes and Social Security (the "Separation Payment"). The Separation Payment shall be divided and paid in equal installments over a period of twelve (12) months in accordance with the Company's regular payroll schedule as in effect on the date of execution of the Release Agreement attached as Exhibit A, beginning on the next regularly scheduled payroll date that follows the sixtieth (60th) day following Your termination of employment, with a lump sum catch-up payment made at that time in an amount equal to the aggregate amount of payments that would have been paid through such date had payments commenced beginning on the first such pay date that immediately follows the date of the termination of Your employment; and

(b) Subject to Your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), reimburse Your COBRA premium under the Company's major medical group health plan, dental plan, and vision plan on a monthly basis for a period of twelve (12) months, up to a maximum monthly reimbursement equal to the monthly amount the Company paid for such coverage on Your behalf prior to the Effective Date, 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;

Because You will no longer be employed by the Company following the Separation Date, Your rights to any particular employee benefit will be governed by applicable law and the terms and provisions of the Company's various employee benefit plans and arrangements. You acknowledge that Separation Date shall be the date used in determining benefits under all Company employee benefit plans. The Company's obligation to provide the payments and benefits set forth above shall terminate immediately if You breach this Agreement, the Release Agreement, or any post-termination obligations to which You are subject. Notwithstanding anything to the contrary set forth above, if You breach this Agreement, the Release Agreement, or any post-termination obligations to which You are subject, You acknowledge and agree that (i) You shall return to the Company ninety-five percent (95%) of any amounts You received under this Section above within ten (10) calendar days after receiving notice from the Company of such breach, as such amounts are not deemed earned absent Your compliance with this Agreement and the Release Agreement, and (ii) the remaining five percent (5%) shall constitute full and complete consideration sufficient to support enforcement of this Agreement and the Release Agreement, including, but not limited to, Your release of claims hereunder.

3. Release. In exchange for continuing Your employment through the Transition Term and the consideration set forth above, You release and discharge the Company[1] from any and all claims or liability, whether known or unknown, arising out of any event, act or omission occurring on or before the day You sign this Agreement, including, but not limited to, claims arising out of Your employment or the cessation of Your employment, claims arising out of or relating to the Separation Agreement, claims arising out of the Employment Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.
§§ 1001-1461, claims for breach of contract, tort, negligent hiring, negligent training, negligent supervision, negligent retention, employment discrimination, retaliation, or harassment, as well as any other statutory or common law claims, at law or in equity, recognized under any federal, state, or local law. You also release any claims for unpaid back pay, sick pay, vacation pay, expenses, bonuses, claims arising out of or relating to equity or other ownership interest in the Company, claims to commissions, attorneys' fees, or any other compensation. You agree that You are not entitled to any additional payment or benefits from the Company, except as set forth in this Agreement. You further agree that You have suffered no harassment, retaliation, employment discrimination, or work-related injury or illness, and that You do not believe that this Agreement is a subterfuge to avoid disclosure of sexual harassment or gender discrimination allegations. You further acknowledge and represent that You (i) have been fully paid (including, but not limited to, any overtime to which You are entitled, if any) for hours You worked for the Company, and (ii) do not claim that the Company violated or denied Your rights under the Fair Labor Standards Act. Notwithstanding the foregoing, the release of claims set forth in this Section does not waive Your right to receive benefits under the Company's 401(k) or pension plans, if any, that either (a) have accrued or vested prior to the Effective Date, or (b) are intended, under the terms of such plans, to survive Your separation from the Company.

4. OWBPA/ADEA Waiver. By agreeing to this provision, You release and waive any right or claim against the Company[1] arising out of Your employment or the termination of Your employment with the Company under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq. ("ADEA"), the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq. ("OWBPA"), and the Georgia Prohibition of Age Discrimination in Employment, O.C.G.A.
§ 34-1-2 (such release and waiver referred to as the "Waiver"). You understand and agree that, (a) this Agreement is written in a manner that You understand; (b) You do not release or waive rights or claims that may arise after You sign this Agreement; (c) You waive rights and claims You may have had under the OWBPA and the ADEA, but only in exchange for payments and/or benefits in addition to anything of value to which You are already entitled; (d) You are advised to consult with an attorney before signing this Agreement; (e) You have twenty-one (21) calendar days (the "Offer Period") from receipt of this Agreement to consider whether to sign it. The Parties agree the Company may revoke this offer at any time. However, if You sign before the end of the Offer Period, You acknowledge that Your decision to do so was knowing, voluntary, and not induced by fraud, misrepresentation, or a threat to withdraw, alter, or provide different terms prior to the expiration of the Offer Period. You agree that changes or revisions to this Agreement, whether material or immaterial, do not restart the running of the Offer Period; (f) You have seven (7) calendar days after signing this Agreement to revoke this Agreement (the "Revocation Period"). If You revoke, the Agreement shall not be effective or enforceable, and You shall not be entitled to the consideration set forth in this Agreement. To be effective, the revocation must be in writing and received by the Company's Chief Legal and Privacy Officer, Nick Lynton, 675 Ponce de Leon Ave, Suite 6000, Atlanta, Georgia 30308, prior to expiration of the Revocation Period; and (g) this Waiver shall not become effective or enforceable until the Revocation Period has expired.

[1] For purposes of Sections 3, 4, 5, and 6 of this Agreement, the term "Company" includes the Company, the Company's parents, subsidiaries, affiliates and all related companies, as well as each of their respective current and former officers, directors, shareholders, members, managers, employees, agents and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

5. No Admission of Liability. This Agreement is not an admission of liability by the Company[1]. The Company denies any liability whatsoever. You and the Company enter into this Agreement to reach a mutual agreement concerning Your separation from the Company.

6. Non-Disparagement/ Future Employment. You shall not make any disparaging or defamatory statements, whether written or oral, regarding the Company.[1] You agree that the Company has no obligation to consider You for employment should You apply in the future.

7. Expense Reimbursement. You agree that, within ten (10) days of the Separation Date, You will submit a final expense reimbursement statement and supporting documentation reflecting all business expenses You incurred through the Separation Date for which You seek reimbursement, if any. The Company shall review and reimburse You for these business expenses pursuant to its regular business practice. The Company shall not reimburse You for any business expenses submitted more than ten (10) days after the Separation Date.

8. Confidentiality. You acknowledge and agree that neither You nor anyone acting on Your behalf has made or shall make any disclosures concerning the existence or terms of this Agreement to any person or entity, including, but not limited to, any representative of the media, Internet web page, social networking site, "blog," or "chat room," judicial or administrative agency or body, business entity, or association, except: (i) Your spouse; (ii) Your attorneys, accountants, or financial advisors; or (iii) any court or government agency pursuant to an official request by such government agency, court order, or legally enforceable subpoena. If You are contacted, served, or learn that You shall be served with a subpoena to compel Your testimony or the production of documents concerning this Agreement or Your employment with the Company, You agree to immediately notify the Company's Chief Legal and Privacy Officer, Nick Lynton, by telephone and as soon as possible thereafter in writing. If You disclose the existence or terms of this Agreement pursuant to sub-clauses (i) or (ii) of this paragraph, You shall inform such person or entity (a) of this confidentiality provision, and (b) to maintain the same level of confidentiality required by this provision. Any breach of this provision by such person or entity shall be considered a breach by You. You may not use this Agreement as evidence, except in a proceeding in which a breach of this Agreement is alleged.

9. Return of Company Property. You shall , on or before the date Your employment with the Company ends for any reason or at any time upon the Company's request, return to the Company all of the Company's property, including, but not limited to, computers, computer equipment, office equipment, mobile phone, keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer, supplier, licensor, and client lists), tapes, laptop computer, electronic storage device, software, computer files, marketing and sales materials, and any other property, record, document, or piece of equipment belonging to the Company. You shall not (a) retain any copies of the Company's property, including any copies existing in electronic form, which are in Your possession, custody, or control, or (b) destroy, delete, or alter any Company property, including, but not limited to, any files stored electronically, without the Company's prior written consent. The obligations contained in this Section shall also apply to any property which belongs to a third party, including, but not limited to, (i) any entity which is affiliated or related to the Company, or (ii) the Company's customers, licensors, or suppliers.

10. Attorneys' Fees. In the event of litigation relating to this Agreement other than a challenge to the Waiver, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation, in addition to all other remedies available at law or in equity.

11. 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.

12. Entire Agreement. This Agreement, including Exhibit A which is incorporated by reference, and the Employment Covenants Agreement executed by You on December 15, 2014 (the "Prior Agreement")(collectively the "Agreements") constitute the entire agreement between the Parties. The Prior Agreement is incorporated by reference, and any of Your post-termination obligations contained in the Prior Agreement shall remain in full force and effect, and shall survive cessation of Your employment. You acknowledge that Your post-termination obligations contained in the Prior Agreement are valid, enforceable and reasonably necessary to protect the interests of the Company, and You agree to abide by such obligations. These Agreements supersede any prior communications, agreements or understandings, whether oral or written, between the Parties arising out of or relating to Your employment and the termination of that employment. Other than this Agreement, no other representation, promise or agreement has been made with You to cause You to sign this Agreement.

[1] For purposes of Sections 3, 4, 5, and 6 of this Agreement, the term "Company" includes the Company, the Company's parents, subsidiaries, affiliates and all related companies, as well as each of their respective current and former officers, directors, shareholders, members, managers, employees, agents and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

13. Non-Interference. Notwithstanding anything to the contrary set forth in this Agreement or in any other Agreement between You and the Company, nothing in this Agreement or in any other Agreement shall limit Your ability, or otherwise interfere with Your rights, to (a) file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission (each a "Government Agency"),
(b) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company, (c) receive an award for information provided to any Government Agency, or (d) engage in activity specifically protected by Section 7 of the National Labor Relations Act, or any other federal or state statute or regulation

14. Governing Law/Consent to Jurisdiction. The laws of the State of Georgia shall govern this Agreement. If Georgia's conflict of law rules would apply another state's laws, the Parties agree that Georgia 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 Georgia. You consent to the personal jurisdiction of the state and/or federal courts located in Georgia. 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.

15. Voluntary Agreement. You acknowledge the validity of this Agreement and represent that You have the legal capacity to enter into this Agreement. You acknowledge and agree You have carefully read the Agreement, know and understand the terms and conditions, including its final and binding effect, and sign it voluntarily.

16. Execution. This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images. Each counterpart shall for all purposes be deemed to be an original, and each counterpart shall constitute this Agreement.

If the terms set forth in this Agreement are acceptable, please initial each page, sign below, and return the signed original to the Company on or before the 21st day after You receive this Agreement. You understand that this Agreement can be revoked at any time prior to expiration of the Offer Period. If the Company does not revoke and does not receive a signed original on or before the 21st day after You receive this Agreement, then this offer is automatically revoked and You shall not be entitled to the consideration set forth in this Agreement.

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

Cardlytics, Inc.	**Andy Christiansen**
/s/ Nick Lynton	/s/ Andy Christiansen
Date: March 17, 2023	Date: March 17, 2023
Chief Legal and Privacy Officer	

[1] For purposes of Sections 3, 4, 5, and 6 of this Agreement, the term "Company" includes the Company, the Company's parents, subsidiaries, affiliates and all related companies, as well as each of their respective current and former officers, directors, shareholders, members, managers, employees, agents and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

Exhibit A: Release Agreement

[Release Agreement begins on next page.]

[The Parties should only execute the Release Agreement upon expiration of the Transition Term]

Release Agreement

This Release Agreement (the "Agreement") by and between Cardlytics, Inc. (the "Company") and Andy Christiansen ("You" or "Your") (collectively the "Parties") is entered into and effective as of July 21, 2023 (the "Effective Date").

1. Release. In exchange for the consideration set forth in the Transition Agreement between the Parties dated March 17, 2023 (the "Transition Agreement"), incorporated herein by reference, You release and discharge the Company[1] from any and all claims or liability, whether known or unknown, arising out of any event, act, or omission occurring on or before the day You sign this Agreement, including, but not limited to, claims arising out of Your employment or the cessation of Your employment, claims arising out of the Amended and Restated Separation Pay Agreement between You and the Company dated March 4, 2020, claims arising out of the Employment Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§ 1001-1461, claims for breach of contract, tort, negligent hiring, negligent training, negligent supervision, negligent retention, employment discrimination, retaliation, or harassment, as well as any other statutory or common law claims, at law or in equity, recognized under any federal, state, or local law. You also release any claims for unpaid back pay, sick pay, vacation pay, expenses, bonuses, claims arising out of or relating to equity or other ownership interest in the Company, claims to commissions, attorneys' fees, or any other compensation. You agree that You are not entitled to any additional payment or benefits from the Company, except as set forth in this Agreement or the Transition Agreement. You further agree that You have suffered no harassment, retaliation, employment discrimination, or work-related injury or illness, and that You do not believe that this Agreement is a subterfuge to avoid disclosure of sexual harassment or gender discrimination allegations. You further acknowledge and represent that You (i) have been fully paid (including, but not limited to, any overtime to which You are entitled, if any) for hours You worked for the Company, and (ii) do not claim that the Company violated or denied Your rights under the Fair Labor Standards Act. Notwithstanding the foregoing, the release of claims set forth in this Section does not waive Your right to receive benefits under the Company's 401(k) or pension plans, if any, that either (a) have accrued or vested prior to the Effective Date, or (b) are intended, under the terms of such plans, to survive Your separation from the Company.

2. OWBPA/ADEA Waiver. By agreeing to this provision, You release and waive any right or claim against the Company[1] arising out of Your employment or the termination of Your employment with the Company under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq. ("ADEA"), the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq. ("OWBPA"), and the Georgia Prohibition of Age Discrimination in Employment, O.C.G.A.
§ 34-1-2 (such release and waiver referred to as the "Waiver"). You understand and agree that, (a) this Agreement is written in a manner that You understand; (b) You do not release or waive rights or claims that may arise after You sign this Agreement; (c) You waive rights and claims You may have had under the OWBPA and the ADEA, but only in exchange for payments and/or benefits in addition to anything of value to which You are already entitled; (d) You are advised to consult with an attorney before signing this Agreement; (e) You have twenty-one (21) calendar days (the "Offer Period") from receipt of this Agreement to consider whether to sign it. The Parties agree the Company may revoke this offer at any time. However, if You sign before the end of the Offer Period, You acknowledge that Your decision to do so was knowing, voluntary, and not induced by fraud, misrepresentation, or a threat to withdraw, alter, or provide different terms prior to the expiration of the Offer Period. You agree that changes or revisions to this Agreement, whether material or immaterial, do not restart the running of the Offer Period; (f) You have seven (7) calendar days after signing this Agreement to revoke this Agreement (the "Revocation Period"). If You revoke, the Agreement shall not be effective or enforceable, and You shall not be entitled to the consideration set forth in this Agreement. To be effective, the revocation must be in writing and received by the Company's Chief Legal and Privacy Officer, Nick Lynton, 675 Ponce de Leon Avenue, Suite 6000, Atlanta, Georgia 30308, prior to expiration of the Revocation Period; and (g) this Waiver shall not become effective or enforceable until the Revocation Period has expired.

3. No Admission of Liability. This Release Agreement is not an admission of liability by the Company.[1] The Company denies any liability whatsoever. The Company enters into this Release Agreement to reach a mutual agreement concerning Your separation from the Company.

4. Expense Reimbursement. You agree that, within ten (10) days of the Separation Date, You will submit a final expense reimbursement statement and supporting documentation reflecting all business expenses You incurred through the Separation Date for which You seek reimbursement, if any. The Company shall review and reimburse You for these business expenses pursuant to its regular business practice. The Company shall not reimburse You for any business expenses submitted more than ten (10) days after the Separation Date.

[1] For purposes of Sections 1, 2, and 3 of this Agreement, the term "Company" means the Company, the Company's parents, subsidiaries, affiliates, and all related companies, as well as each of their respective current and former officers, directors, shareholders, members, managers, employees, agents, and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

5. Entire Agreement. This Agreement, the Transition Agreement, and the Employment Covenants Agreement executed by You on December 15, 2014 (the "Prior Agreement")(collectively the "Agreements") constitute the entire agreement between the Parties. The Prior Agreement is incorporated by reference, and any of Your post-termination obligations contained in the Prior Agreement shall remain in full force and effect, and shall survive cessation of Your employment. You acknowledge that Your post-termination obligations contained in the Prior Agreement are valid, enforceable and reasonably necessary to protect the interests of the Company, and You agree to abide by such obligations. These Agreements supersede any prior communications, agreements or understandings, whether oral or written, between the Parties arising out of or relating to Your employment and the termination of that employment. Other than this Agreement, no other representation, promise, or agreement has been made with You to cause You to sign this Agreement.

6. Non-Interference. Notwithstanding anything to the contrary set forth in this Agreement or in any other agreement between You and the Company, nothing in this Agreement or in any other agreement shall limit Your ability, or otherwise interfere with Your rights, to (a) file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission (each a "Government Agency"),
(b) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company, (c) receive an award for information provided to any Government Agency, or (d) engage in activity specifically protected by Section 7 of the National Labor Relations Act, or any other federal or state statute or regulation

7. Governing Law/Consent to Jurisdiction and Venue. The laws of the State of Georgia shall govern this Agreement. If Georgia's conflict of law rules would apply another state's laws, the Parties agree that Georgia 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 Georgia. You consent to the personal jurisdiction of the state and/or federal courts located in Georgia. 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.

8. Voluntary Agreement. You acknowledge the validity of this Agreement and represent that You have the legal capacity to enter into this Agreement. You acknowledge and agree You have carefully read the Agreement, know and understand the terms and conditions, including its final and binding effect, and sign it voluntarily.

9. Execution. This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images. Each counterpart shall for all purposes be deemed to be an original, and each counterpart shall constitute this Agreement.

If the terms set forth in this Agreement are acceptable, please initial each page, sign below, and return the signed original to the Company on or before the 21st day after You receive this Agreement. You understand that this Agreement can be revoked at any time prior to expiration of the Offer Period. If the Company does not revoke and does not receive a signed original on or before the 21st day after You receive this Agreement, then this offer is automatically revoked and You shall not be entitled to the consideration set forth in this Agreement.

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

Cardlytics, Inc.	**Andy Christiansen**
/s/ Nick Lynton	/s/ Andy Christiansen
Date: March 17, 2023	Date: March 17, 2023
Chief Legal and Privacy Officer	

[1] For purposes of Sections 1, 2, and 3 of this Agreement, the term "Company" means the Company, the Company's parents, subsidiaries, affiliates, and all related companies, as well as each of their respective current and former officers, directors, shareholders, members, managers, employees, agents, and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

AMENDMENT NO. 2 TO OFFICE LEASE AGREEMENT

THIS AMENDMENT NO. 2 TO OFFICE LEASE AGREEMENT (this "**Amendment**") is made as of the 3rd day of April, 2023, by and between JAMESTOWN Ponce City Market, L.P., a Delaware limited partnership ("**Landlord**") and CARDLYTICS, INC., a Delaware corporation ("**Tenant**").

RECITALS:

Landlord and Tenant entered into that certain Office Lease dated August 5, 2013, as amended by that certain First Amendment to Lease dated November 12, 2013 (as amended, the "**Lease**") for certain space on the 6th floor known as Suite 6000 and containing approximately 76,880 square feet (the "**Original Premises**") in that certain mixed-use commercial project located at 675 Ponce de Leon Avenue, NE, Atlanta, Georgia, and known as Ponce City Market (the "**Project**"). Landlord and Tenant desire to relocate the Demised Premises under the Lease to that certain space on the 4th floor known as Suite 4100 and Suite 4300, containing approximately 16,787 square feet, as shown on Exhibit A attached hereto (the "**Relocation Premises**").

The parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of [***] and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Recitals; Defined Terms. The recitals set forth herein above are incorporated herein as if restated in their entirety. All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease unless set forth herein to the contrary.

2. Relocation.

(a) The Lease is hereby amended so that, effective on January 1, 2024, Exhibit B to the Lease shall be deleted in its entirety, and the Exhibit A attached to this Amendment shall be substituted therefor, and all references in the Lease to the "Demised Premises," shall mean the Relocation Premises.

(b) Delivery of possession of the Relocation Premises will be deemed to have occurred on the date (the "Relocation Delivery Date") when all of the following conditions have been met: (i) the Relocation Premises Work (as defined below) is Substantially Complete (as defined in Section 11 of Exhibit B); and (ii) the Landlord has delivered the Relocation Premises to Tenant in a broom clean condition.

(c) Landlord shall use commercially reasonable efforts to cause the Relocation Delivery Date to occur on or before January 1, 2024, including, without limitation, pursuing eviction proceedings, if necessary, against any existing occupant who fails to timely vacate the Relocation Premises.

3. Relocation Premises Work and Tenant Allowance. Landlord shall perform the work to build out the Relocation Premises (the "Relocation Premises Work"), in accordance with the work letter attached hereto as Exhibit B. Landlord agrees to pay for the cost of the Relocation Premises Work, up to an amount equal to [***] per square foot of the Relocation Premises, for a total of [***] (the "Tenant Relocation Allowance"), subject to increase as set forth below, and subject to the terms and conditions of Exhibit B attached hereto.

4. Surrender of Original Premises. Thirty days after the Relocation Delivery Date, Tenant's possession of the Original Premises shall terminate, and Tenant shall surrender to Landlord the Original Premises in accordance with the terms of the Lease, including without limitation Section 26.1, and Tenant shall surrender to Landlord all keys in Tenant's possession to the Original Premises. Thereafter, each of the parties shall be relieved of their respective obligations under the Lease with respect to the Original Premises, except for those respective obligations and indemnifications which arose in connection with the Original Premises prior to the Relocation Delivery Date.

5. Extension of Term. The Lease is hereby amended to extend the Term through January 31, 2032.

6. Base Rent. (a) During 2023, Base Rent shall be payable only with respect to the Original Premises, and all Rent payable by Tenant during 2023 (both Base Rent and Tenant's Proportionate Share of

Taxes, Insurance Premiums, and Common Area Costs) shall be abated by [***] from the amount shown as due and payable in Section 1.1(b) of the Lease, and in Section 9.1 (the total amount of such abatement, together with the amount of abated rent contemplated by Section (b) below, referred to as the "Abated Rent"). In the event that Tenant has already paid Rent to Landlord in 2023 that did not include the aforementioned abatement, Landlord shall issue Tenant a credit in the month immediately following the execution of this Amendment in an amount equal to the abatement that Tenant would have received if this Amendment had been signed prior to Tenant's payment of any Rent in 2023.

(b) Commencing on January 1, 2024, Base Rent shall be payable only with respect to the Relocation Premises, in the following amounts during the remainder of the Term:

Lease Months	Annual Base Rent PSF	Monthly Base Rent	Annual Base Rent
1-7*	$[***]*	$[***]*	$[***]*
8 – 12	$[***]	$[***]	$[***]
13 – 24	$[***]	$[***]	$[***]
25 – 36	$[***]	$[***]	$[***]
37 – 48	$[***]	$[***]	$[***]
49 – 60	$[***]	$[***]	$[***]
61 – 72	$[***]	$[***]	$[***]
73 – 84	$[***]	$[***]	$[***]
85 - 96	$[***]	$[***]	$[***]
97	$[***]	$[***]	$[***]

*Base Rent (together with Tenant's Proportionate Share of Taxes, Insurance Premiums, and Common Area Costs) shall be abated during the first seven (7) calendar months.

(c) In the event that Tenant shall commit an Event of Default under the Lease, any Abated Rent shall at such time become due and payable to Landlord, in addition to any other remedies available to Landlord under the Lease.

(d) Tenant shall have the one-time option to convert all or any portion of the Base Rent portion of the Abated Rent arising from subsection (b) above, in the total amount of [***], into an addition to the Tenant Relocation Allowance to be used solely for the cost of the Relocation Premises Work, such option to be exercised by written notice to Landlord given on or before the date which is thirty (30) days after the Final Cost Proposal for the Relocation Premises Work has been delivered to Tenant. If Tenant exercises such option, Landlord and Tenant shall amend this Lease within thirty (30) days after the date of exercise, to revise the Base Rent schedule in subsection (b) above to reflect Tenant paying the portions of Base Rent which Tenant has elected to convert from Abated Rent. If Tenant converts less than all of the Abated Rent into an addition to the Tenant Relocation Allowance, the amount which is converted shall be payable as Base Rent pro rata over the seven (7) month rent abatement period shown in subsection (b) above.

Certain information has been excluded from this agreement (indicated by "[***]") because such information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

(e) In addition, Tenant shall have the one-time option to increase the amount of the Tenant Relocation Allowance by an additional amount not to exceed [***] per square foot of the Relocation Premises, for a total of an additional [***], to be used solely for the cost of the Relocation Premises Work, with the amount so elected by Tenant to be included in Base Rent, amortized at a rate of [***] per annum over the portion of the Term in which Tenant pays Base Rent pursuant to subsection (b) above. Such option may be exercised by Tenant by written notice to Landlord given on or before the date upon which Tenant is to commence payment of Base Rent pursuant to subsection (b) above, as such date may be modified pursuant to the terms of subsection (d) above. If Tenant exercises such option, Landlord and Tenant shall amend this Lease within thirty (30) days after the date of exercise, to revise the Base Rent schedule in subsection (b) above to reflect Tenant the increase in Base Rent, effective as of the first date upon which Tenant is to commence payment of Base Rent pursuant to subsection (b) above, as such date may be modified pursuant to the terms of subsection (d) above.

7. Lease Adjustments. Commencing on January 1, 2024:

(a) The Office Component Area as defined in Section 1.1(j) shall be 640,844 square feet.
(b) Tenant's Proportionate Share as defined in Section1.1(n) shall be 16,787 / 640,844 = 2.62%.
(c) The first two sentences of Section 5.1 of the Lease shall be deleted and replaced with the following: "Tenant shall be entitled to use, and shall be required to purchase, forty-seven (47) parking passes in the parking facilities serving the Office Component. Tenant shall pay Landlord's market rates for such passes." The parties acknowledge that as of the date of this Amendment, the rate for such parking passes is [***] per month, per pass.

8. Renewal Option. Section 1 of Exhibit H of the Lease is hereby deleted and replaced with the following:

"1. Renewal Option. Provided that no Event of Default then exists, and Tenant has not committed more than two (2) Events of Default of a monetary nature within the twelve (12) month period preceding the date of any exercise by Tenant, Tenant shall have the right, exercisable at Tenant's option, to extend the Term of the Lease for one (1) additional term of five (5) years (the "Renewal Term"). If timely exercised and if the conditions applicable thereto have been satisfied, the Renewal Term shall commence immediately following the end of the preceding Term. The right of extension herein granted to Tenant shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

(a) **Notice**. Tenant shall exercise its right of renewal with respect to the Renewal Term by giving Landlord written notice of the exercise thereof (the "Renewal Option Notice") not less than twelve (12) months prior to the expiration of the then-current Term. In the event that the Renewal Option Notice is not given in a timely manner, Tenant's right of renewal with respect to the Renewal Term shall lapse and be of no further force or effect. If there exists an Event of Default under the Lease on the date the Renewal Option Notice is given or on the day prior to the commencement date of the Renewal Term, then at Landlord's option, the Renewal Option Notice shall be ineffective and Tenant's right of renewal as to the Renewal Term shall lapse and be of no further force of effect.

(b) **Rent**. During a Renewal Term, all the terms, conditions, covenants and agreements set forth in the Lease shall continue to apply and be binding upon Landlord and Tenant, except that the annual Base Rent payable during the first Lease Year of the Renewal Term shall be equal to the Fair Market Rent as determined in the manner provided in this section, and increased by three percent (3%) each Lease Year thereafter.

(c) **Fair Market Rent.** "**Fair Market Rent**" shall mean the fair market rental rate that would be agreed upon between a landlord and a tenant extending a lease for office space comparable to the Relocation Premises (as to size, location in the Project, and build-out) in an office building comparable to the Office Component, within a project similar to the Project, located in the Beltline/Old Fourth Ward area of Atlanta (the "Market Area"), for a term comparable to the Renewal Term, assuming the landlord and tenant are informed and well-advised and each is acting in what it considers its own best interests. Among the factors to be considered in determining Fair Market Rent shall be (i) the rental rates then being obtained by other building owners in the Market Area office market, (ii) the rental rates then being obtained by Landlord for comparable office space in the Office Component, and (iii) escalations and passthroughs of operating expenses as provided in the Lease (it being agreed that if such escalations and passthroughs are not then fair market provisions, an appropriate adjustment shall be made to such provisions or to the corresponding determination of Fair Market Rent). Vacancy periods shall not be considered in determining Fair Market Rent.

(d) **Initial Determination of Fair Market Rent**. Promptly following Landlord's timely receipt of the Renewal Option Notice for a Renewal Term, Landlord shall submit to Tenant in writing Landlord's determination of the Fair Market Rent. If Tenant does not dispute Landlord's determination of Fair Market Rent by giving written notice of such dispute within thirty (30) days after receipt of Landlord's determination, then Landlord's determination shall be conclusive and binding upon Landlord and Tenant. If Tenant disputes Landlord's determination of Fair Market Rent, Tenant shall notify Landlord in writing within thirty (30) days after receipt of Landlord's determination, and the parties shall thereafter have thirty (30) days to negotiate and agree on the Fair Market Rent. The parties shall be obligated to conduct such negotiations in good faith. If the parties agree on the Fair Market Rent payable during each year of the Renewal Term, they shall promptly execute an amendment to the Lease stating the Base Rent and other terms set forth herein.

(e) **Arbitration**. If, during such thirty (30) day period referred to in subparagraph (d) above, the parties are unable to agree on the Fair Market Rent, then the Fair Market Rent shall be determined in accordance with the procedure set forth in this subparagraph (e). Within ten (10) days after expiration of such thirty (30) day period, each of Landlord and Tenant shall appoint an independent, unaffiliated real estate broker (a "Broker") who shall have at least ten (10) years relevant experience in office rentals in the Market Area market. Within thirty (30) days after such appointments, the two (2) Brokers so chosen shall each independently make a determination of the Fair Market Rent, taking into consideration the factors set out in subparagraph (c) above, and deliver the results thereof to Landlord and to Tenant. In the event that there is a material difference between the Fair Market Rents as determined by two Brokers, then within ten (10) days after the date such determinations are delivered to Landlord and to Tenant, the two Brokers shall jointly select a third Broker, which third Broker shall not have represented either Landlord or Tenant within the previous five (5) years and shall have the same qualifications required of the other Brokers. Such third Broker shall select the determination of Fair Market Rent from either the Broker appointed by Landlord, or the Broker appointed by Tenant, without modification, and the determination so selected shall be the Fair Market Rent. Landlord and Tenant shall each bear the cost of its Broker and shall share equally the cost of the third Broker."

9. <u>Brokers</u>. Cushman & Wakefield ("C&W") has represented Tenant with respect to this Amendment and CBRE Atlanta ("CBRE") has represented Landlord with respect to this Amendment. Landlord shall pay C&W and CBRE a commission pursuant to a separate agreement. Each party agrees to indemnify the other party against all costs, expenses, attorneys' fees or other liability for commissions or other compensation or charges claimed by any broker other than the brokers set forth in this provision, claiming the same by, through or under such party.

10. <u>Ratification</u>. Except as amended hereby, the Lease is ratified and confirmed, and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered on the day and year first written above.

LANDLORD:

JAMESTOWN PONCE CITY MARKET, L.P., a Delaware limited partnership

By: JT PCM GP, L.P., a Delaware limited partnership, its general partner

By: JT Ponce City Market GP, LLC, a Georgia limited liability company, its general partner

By:___/s/ William Morgan__

Name: __William Morgan_____

Authorized Signatory

CARDLYTICS, INC., a Delaware corporation

By:_/s/ Karim Temsamani____

Name:__Karim Temsamani____

Title: *Chief Executive Officer*

Certain information has been excluded from this agreement (indicated by "[***]") because such information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT A

Relocation Premises

[***]

Certain information has been excluded from this agreement (indicated by "[***]") because such information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT B

RELOCATION PREMISES WORK

1. Definitions. In this Exhibit B, the following terms shall have the following meaning:

(a) **Tenant's Representative**: Nick Lynton.

(b) **Landlord's Representative**: Sam Thornton.

(c) **Space Plan**: A drawing of the Demised Premises clearly showing the layout and relationship of all departments and offices, depicting partitions, corridors, door locations, break rooms, copy rooms and delineation of furniture.

(d) **Estimated Construction Costs**: A preliminary estimate of the Costs of the Relocation Premises Work that are depicted on the Space Plan, including all architectural, engineering, contractor, and any other costs as can be determined from the Space Plan.

(e) **Working Drawings**: Construction documents detailing the Relocation Premises Work, including, without limitation, the mechanical, electrical and plumbing work, and conforming to codes, complete in form and content. The Working Drawings shall include a review by Landlord's architect and/or engineers, at no cost to Tenant, of the construction documents prepared by Tenant's architect.

(f) **Construction Schedule**: A schedule depicting the relative time frames for various activities related to the construction of the Relocation Premises Work in the Demised Premises.

(g) **Final Cost Proposal**: A final estimate of Costs of the Relocation Premises Work that are depicted on the Work Drawings, including all architectural, engineering, contractor, and any other costs, and clearly indicating the dollar amount, if any, that is to be paid by Tenant.

(h) **General Contractor**. The general contractor for the performance of the Relocation Premises Work.

(i) **Maximum Approved Cost**: The sum of the Tenant Relocation Allowance and any additional amount that Tenant has agreed to pay for the Relocation Premises Work to the Demised Premises.

(j) **Relocation Premises Work**: The work to be performed at the Demised Premises, which is inclusive of the following:

(1) The development of Space Plans and Working Drawings, including supporting engineering studies.

(2) All construction work necessary to complete the work described in the Space Plans and Working Drawings, which shall include, without limitation, reflected ceiling plan, walls, and floor surfaces, as well as complete HVAC, lighting, electrical, and life-safety systems.

The Relocation Premises Work will not include personal property items, such as decorator items or services, artwork, plants, furniture, or furniture systems, and equipment not permanently affixed to the Demised Premises.

(k) **Cost of the Relocation Premises Work**: The Cost of the Relocation Premises Work includes, but is not limited to, the following: (1) all space planning, design, architectural and engineering fees and expenses, including, but not limited to, the Space Plan, the Final Space Plan, the Working Drawings; (2) the cost and expense of constructing and installing the Relocation Premises Work; (3) all contractor and construction manager costs and fees; (4) Landlord's construction management fee, which shall equal four percent (4 %) of the Cost of the Relocation Premises Work excluding such management fee; and (5) all permits and taxes.

(l) **Change Order**: Any change, modification, or addition to the Working Drawings after Tenant has approved the same.

(m) **Building Standard**: Component elements utilized in the design and construction of the Relocation Premises Work that have been pre-selected by the Landlord to ensure uniformity of quality, function, and appearance throughout the Building. These elements include, but are not limited to, ceiling systems, doors, hardware, walls, floor coverings, finishes, window coverings, light fixtures, and HVAC components.

2. Representatives. Landlord appoints Landlord's Representative to act for Landlord in all matters associated with this Exhibit. Tenant appoints Tenant's Representative to act for Tenant in all matters associated with this Exhibit. All inquiries, requests, instructions, authorizations, approvals, consents, and other communications with respect to the matters covered by this Exhibit will be made by or to Landlord's Representative or Tenant's Representative, as the case may be. Except for Landlord's Representative, Tenant will not make any inquiries of or requests to, and will not give any instructions, or authorizations to, any contractor, employee or agent of Landlord, including, without limitation, Landlord's architect, engineers, and contractors or any of their agents or employees, with regard to matters associated with this Exhibit. Either party may change its Representative under this Exhibit at any time by providing three (3) days' prior written notice to the other party.

3. Project Design and Construction. The design and construction of all Relocation Premises Work will be performed by architects, designers and a general contractor approved in writing by Landlord and Tenant, which approval shall not be unreasonably withheld.

4. Cost Responsibilities.

(a) **Landlord**: Landlord will pay up to the amount of the Tenant Relocation Allowance for the Cost of the Relocation Premises Work.

(b) **Tenant**: To the extent that the Cost of the Relocation Premises Work exceeds the Tenant Relocation Allowance, Tenant will pay any such excess.

5. Landlord's Approval. Landlord may withhold its approval of any Space Plan, Working Drawings, or Change Order that:

(a) Exceeds or adversely affects the structural integrity of the Project, or any component or the functionality of the heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication, or other systems of the Office Component;

(b) Violates any agreement which affects the Project or binds the Landlord with respect to the Project;

(c) Conflicts with Landlord's ability to qualify for, obtain, maintain or preserve the Historic Tax Credits;

(d) Will materially increase the cost of operation or maintenance of any of the systems of the Project;

(e) Will reduce the market value of the Demised Premises or the Project at the end of the Term;

(f) Does not conform to applicable building code or is not approved by any governmental, quasi-governmental or utility authority with jurisdiction over the Demised Premises;

(g) Conflicts with or adversely impacts any of the OM Plans;

(h) Does not reflect a ten percent (10%) efficiency improvement in tenant fit-up lighting efficiency over minimum code; or

(i) Does not conform to the Building Standard as reasonably determined by Landlord.

6. Schedule of Improvement Activities.

(a) No later than thirty (30) days after the date of execution and delivery of this Amendment, Tenant will cause to be prepared a Space Plan and forward it to Landlord for review and approval. Landlord will give Tenant written notice whether or not it approves the proposed Space Plan within five (5) days after its receipt of such Space Plan. If Landlord objects in writing to the proposed Space Plan, such notice must set forth in reasonable detail how the proposed Space Plan must be changed in order to overcome Landlord's objections. Tenant will cause a revised Space Plan to be delivered to Landlord and it will be treated as though it was the first proposed Space Plan prepared pursuant to this paragraph.

(b) After Landlord's approval of the Space Plan (the "Final Space Plan"), Tenant will promptly cause to be prepared, a preliminary estimate of the Cost of the Relocation Premises Work as set forth in the Final Space Plan (the "Estimated Construction Cost"). If the Estimated Construction Cost is less than the Tenant Relocation Allowance, the Estimated Construction Cost will be deemed approved without a required response from Landlord. If the Estimated Construction Cost is more than the Tenant Relocation Allowance, Tenant shall establish the Maximum Approved Cost by either:

(1) Agreeing in writing to pay the amount by which the Estimated Construction Cost exceeds the Tenant Relocation Allowance (or, in the alternative, exercising Tenant's rights pursuant to Section 6(d) and/or 6(e) of the body of this Amendment to increase the amount of the Tenant Relocation Allowance, or a combination thereof); or

(2) Agreeing to have the Final Space Plan revised in an effort to cause the Estimated Construction Cost to be either: (A) not more than the Tenant Relocation Allowance; or (B) not more than the amount equal to the Tenant Relocation Allowance plus the amount Tenant agrees to pay pursuant to clause (1) immediately above.

Tenant shall respond by notice pursuant to either clause (1) or (2) immediately above within five (5) days of the determination of the Estimated Construction Cost. Failure to respond within such five (5) day period shall be conclusively deemed to constitute Tenant's agreement pursuant to clause (1) immediately above.

(c) Upon establishment of the Maximum Approved Cost, Tenant will cause to be prepared and delivered to Landlord the Working Drawings, the Construction Schedule, and the Final Cost Proposal for the Relocation Premises Work in accordance with the Final Space Plan. If the Final Cost Proposal is more than the Maximum Approved Cost, Tenant will either (1) agree in writing to pay the amount by which the Final Cost Proposal exceeds the Maximum Approved Cost or (2) revise the Working Drawings in order to assure that the Final Cost Proposal is no more than the Maximum Approved Cost, such election to be made within five (5) days of determination of the Final Cost Proposal.

(d) Upon receipt of all such plans, Landlord shall solicit bids from up to three (3) general contractors for the performance of the Relocation Premises Work, and Landlord shall select the winning bidder (the "General Contractor") subject to Tenant's approval, which approval shall not be unreasonably withheld.

(e) Following approval of the Working Drawings and the Final Cost Proposal, Landlord will cause application to be made to the appropriate governmental authorities for necessary approvals and building permits. Upon receipt of the necessary approvals and permits, Landlord shall enter into a construction contract with the General Contractor.

7. Landlord's Role. The parties acknowledge that Landlord is not an architect, contractor or engineer and that the Relocation Premises Work will be designed and performed by independent architects, engineers and contractors. Landlord shall have no responsibility for the design of, or for construction means, methods or techniques or safety precautions in connection with the Relocation Premises Work. Landlord's approval of Tenant's Space Plan and Working Drawings for the Relocation Premises Work, or other submissions, materials, drawings, plans or specifications pertaining thereto will create no responsibility or liability on the part of Landlord for the completeness, design sufficiency, or compliance with any or all laws, rules and regulations or governmental agencies or authorities with respect thereto or with respect to the Relocation Premises Work constructed in conformity with them. Tenant, in reviewing the Working Drawings and Relocation Premises Work, shall have the right, opportunity and obligation to check for any errors, omissions or defects.

8. Payment by Tenant. The amount payable by Tenant pursuant to Paragraph 4(b) hereof shall be due and payable by Tenant to Landlord 50% prior to commencement of construction of the Relocation Premises Work and 50% upon issuance of the final certificate of occupancy.

9. Change Orders. Tenant may request changes to the Relocation Premises Work during construction only by written instructions to Landlord's Representative on a form approved by Landlord. All such changes will be subject to Landlord's prior written approval in accordance with Paragraph 5 hereof. Prior to commencing any change, Tenant will prepare and deliver to Landlord, for Landlord's approval, a Change Order setting forth the revised total Maximum Approved Cost as a result of such change, which will include associated architectural, engineering, General Contractor's costs and fees, Construction Schedule changes, and the cost of Landlord's construction management fee, consistent with Paragraph 1 hereof. If Landlord approves such Change Order Tenant shall proceed to have Relocation Premises Work made in accordance with the Change Order.

10. Funding of Tenant Relocation Allowance. Landlord shall fund the Tenant Relocation Allowance directly to the General Contractor, together with any amounts payable by Tenant pursuant to Paragraph 4, in accordance with the provisions of this Paragraph and in accordance with the provisions of the construction contract with the General Contractor. Any portion of the Tenant Relocation Allowance that remains unreserved and unapplied following payment of the Cost of the Relocation Premises Work shall belong to Landlord.

11. Substantial Completion. Landlord shall diligently pursue the construction of the Relocation Premises Work to completion thereof. The date upon which the Relocation Premises Work has been substantially completed in accordance with the Working Drawings, as evidenced by (a) a certificate of substantial completion from Tenant's architect, and (b) the issuance of a temporary or final certificate of occupancy by applicable governing authorities which allows for Tenant's occupancy of the Demised Premises for the Permitted Use, shall be deemed the date the Relocation Premises Work is "Substantially Complete."

12. Tenant Occupancy. Tenant agrees that entry into the Demised Premises prior to the Relocation Effective Date shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, except for the payment of rent, and further agrees that Landlord shall not be liable in any way for any injury, loss or damage which may occur to any decorations, fixtures, personal property, installations or other improvements or items of work installed, constructed or brought upon the Demised Premises by or for Tenant or Tenant's contractors prior to Substantial Completion of the Relocation Premises Work, all of the same being at Tenant's sole risk. Without limitation as to other provisions, Tenant hereby expressly acknowledges that Tenant's indemnity and related obligations under the Lease shall apply to all claims and matters arising from early entry to the Demised Premises pursuant hereto. Any contractors engaged by Tenant shall maintain worker's compensation, liability insurance, and property insurance and such other insurance in force and effect as may be reasonably requested by Landlord or as required by applicable law, and shall provide copies of applicable insurance certificates to Landlord for review and approval prior to the commencement of any work in the Demised Premises. Any such insurance certificate for liability coverage shall name Landlord as additional insured.

13. Condition of the Demised Premises. Tenant will be deemed to have accepted the Relocation Premises in their "AS IS" condition on the date of Substantial Completion of the Relocation Premises Work. Notwithstanding the foregoing, Landlord will use reasonable efforts to enforce any applicable guaranties or warranties related to the tenant buildout, and Landlord shall be responsible for repair of all non-code compliant work for any adjacent space that impacts Tenant's ability to obtain permits, approvals, or a certificate of occupancy.

Certain information has been excluded from this agreement (indicated by "[***]") because such information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

Thirteenth Amendment to Loan and Security Agreement

Borrower:	**(1) Cardlytics, Inc., a Delaware corporation ("Parent")** **(2) Dosh Holdings LLC (formerly known as BSpears Merger Sub II, LLC), a Delaware limited liability company** **(3) AFIN Intermediate Holdings, Inc. a Delaware corporation** **(4) AFIN Holdings Inc., a Delaware corporation** **(5) HSP EPI Acquisition, LLC, a Delaware limited liability company**
Date:	**May 03, 2023**

This **THIRTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT** (this "Amendment") is entered into among, the borrowers named above (each and collectively, the "Borrower"), the lenders from time to time party to the Loan Agreement ("Lenders") and PACIFIC WESTERN BANK, a California state-chartered bank ("PWB"), in its capacity as administrative and collateral agent for the Lenders ("Agent").

Agent, Lenders and Borrower agree to amend the Loan and Security Agreement between them, dated May 21, 2018 (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.)

1. Modification to Negative Covenants. Section 5.5(xix) of the Loan Agreement is hereby amended and restated to read as follows:

> "(xix) make any earn-out or deferred purchase price payment in cash in connection with the acquisition of Bridg, Inc. pursuant to the terms of that certain Agreement and Plan of Merger dated as of April 12, 2021 by and among Parent, as the "Parent" therein, Mr. T Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent, Bridg, Inc., a Delaware corporation and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, agent and attorney-in-fact of the Company Security Holders, as defined therein ("Bridg Acquisition Agreement"); provided that with respect to the earn-out or deferred purchase price payment that is due under the Bridg Acquisition Agreement in or about May 2022, Borrower shall be permitted to make cash payments of no more than **$60,000,000** (or such greater amount approved by Agent in writing, in its sole discretion) for the "First Anniversary Payment Amount" as defined in the Bridg Acquisition Agreement; provided further, that with respect to the earn-out or deferred purchase price payment that is due under the Bridg Acquisition Agreement in or about May 2023, Borrower shall be permitted to make cash payments of no more than **$60,000,000** (or such greater amount approved by Agent in writing, in its sole discretion) when combined with the cash amount of the "First Anniversary Payment Amount" paid by Borrower. Nothing herein shall prohibit the Borrower from issuing stock of Parent in connection with its earnout obligations so long as such issuances do not violate any other term of this Agreement."

2. Facility Fee. In consideration for Agent and Lenders entering into this Amendment, Borrower shall concurrently pay to Agent for the benefit of Lenders a fee in the amount of **$[***]**, which shall be non-refundable and in addition to all interest and other fees payable to Agent for benefit of Lenders under the Loan Documents. Agent is authorized to charge said fee to Borrower's loan account or any of Borrower's deposit accounts with Agent.

3. Legal Expenses. Without limitation on the terms of the Loan Documents, Borrower agrees to reimburse Bank for all its documented costs and expenses (including reasonable attorneys' fees) incurred in connection with this Amendment.

4. 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.

Certain information has been excluded from this agreement (indicated by "[***]") because such information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

Borrower:

CARDLYTICS, INC.

By:/s/ Nick Lynton_________________
Name: Nick Lynton
Title: Chief Legal and Privacy Officer

Borrower:

DOSH HOLDINGS LLC (formerly known as BSPEARS MERGER SUB II, LLC)

By:/s/ Nick Lynton_________________
Name: Nick Lynton
Title: Manager

Borrower:

AFIN INTERMEDIATE HOLDINGS INC.

By:/s/ Nick Lynton_________________
Name: Nick Lynton
Title: President, Treasurer and Secretary

Borrower:

AFIN HOLDINGS INC.

By:/s/ Nick Lynton_________________
Name: Nick Lynton
Title: President, Treasurer and Secretary

Borrower:

HSP EPI ACQUISITION, LLC

By:/s/ Nick Lynton_________________
Name: Nick Lynton
Title: Manager and President

Agent and Lender:

PACIFIC WESTERN BANK

By:/s/ Mykas Degesys________
Name: Mykas Degesys
Title: Senior Vice President

Certain information has been excluded from this agreement (indicated by "[***]") because such information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Karim Temsamani, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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(e) and 15d-15(e)) 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: May 4, 2023

By: /s/ Karim Temsamani
Karim Temsamani
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Andrew Christiansen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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(e) and 15d-15(e)) 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: May 4, 2023

By: /s/ Andrew Christiansen
Andrew Christiansen
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

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), Karim Temsamani, Chief Executive Officer of Cardlytics, Inc. (the “Company”), and Andrew Christiansen, Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

1. The Company’s Quarterly Report on Form 10-Q for the period ended March 31, 2023 (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:	May 4, 2023	By:	/s/ Karim Temsamani
			Karim Temsaman Chief Executive Officer *(Principal Executive Officer)*
Date:	May 4, 2023	By:	/s/ Andrew Christiansen
			Andrew Christiansen Chief Financial Officer *(Principal Financial and Accounting Officer)*

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.