

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported):  
December 6, 2021

**ALLIANCE DATA SYSTEMS CORPORATION**  
(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-15749**  
(Commission  
File Number)

**31-1429215**  
(IRS Employer  
Identification No.)

**3095 LOYALTY CIRCLE**  
**COLUMBUS, Ohio 43219**  
(Address and Zip Code of Principal Executive Offices)

**(614) 729-4000**  
(Registrant's Telephone Number, including Area Code)

**NOT APPLICABLE**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

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

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	ADS	NYSE

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

### **Item 1.01. Entry into a Material Definitive Agreement.**

On December 6, 2021, Alliance Data Systems Corporation (“ADS”) and Loyalty Ventures Inc. (“Loyalty Ventures”) entered into an amendment (the “Amendment”) to that certain Employee Matters Agreement, dated November 5, 2021 (the “Employee Matters Agreement”), by and between ADS and Loyalty Ventures. The Employee Matters Agreement was originally entered into in connection with the previously announced separation (the “Separation”) of Loyalty Ventures from ADS into an independent, publicly-traded company on November 5, 2021 (the “Distribution Date”). Among other things, the Employee Matters Agreement provides that outstanding ADS equity awards held by individuals who are employed by or otherwise providing services to Loyalty Ventures, or whose employment or engagement was transferred to Loyalty Ventures in connection with the Separation, will to the extent granted less than one year prior to the Distribution Date be forfeited and, as soon as reasonably practicable following the Distribution Date be replaced with a combination of new equity in Loyalty Ventures and cash awards and a cash payment, in each case in accordance with the terms of the Employee Matters Agreement in a manner intended to equitably preserve the overall intrinsic value of the ADS equity awards by taking into account the relative value of ADS common stock before the Separation and the value of Loyalty Ventures common stock after the Separation. In connection with the foregoing, the Amendment amends the measurement period for determining the average value of Loyalty Ventures common stock following the Separation. The Amendment will only impact the value of the equity awards issued by Loyalty Ventures on account of forfeited ADS equity awards, and will not require ADS to pay additional cash, take any action, or otherwise have any economic or accounting effect on ADS.

A copy of the Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference in this Item 1.01.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

#### **Exhibit**

#### **No.**

#### **Document Description**

<a href="#">10.1</a>	First Amendment to Employee Matters Agreement, dated as of December 6, 2021, by and between Alliance Data Systems Corporation and Loyalty Ventures Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Alliance Data Systems Corporation

Date: December 7, 2021

By: /s/ Joseph L. Motes III  
Joseph L. Motes III  
Executive Vice President, Chief  
Administrative Officer, General  
Counsel and Secretary

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**FIRST AMENDMENT TO  
EMPLOYEE MATTERS AGREEMENT**

**AMENDMENT EFFECTIVE DATE: DECEMBER 6, 2021**

FIRST AMENDMENT TO EMPLOYEE MATTERS AGREEMENT dated as of November 5, 2021 (as the same may be amended from time to time in accordance with its terms, the original agreement, the “**EMA**” and this first amendment, the “**Amendment**”), between Alliance Data Systems Corporation, a Delaware corporation (“**ADS**”), and Loyalty Ventures Inc., a Delaware corporation (“**Loyalty Ventures**”) (each, a “**Party**” and together, the “**Parties**”). Capitalized terms used in this Amendment but not otherwise defined in this Amendment shall have the respective meanings ascribed to such terms in either the EMA or the Separation and Distribution Agreement dated as of November 3, 2021 by and between the Parties, to which the EMA is Exhibit A (the “**Separation Agreement**”).

WHEREAS, on November 5, 2021, the Parties entered into the EMA and the Distribution was completed; and

WHEREAS, the EMA provided that certain outstanding ADS equity awards held by individuals who were then currently employed by or otherwise providing services to Loyalty Ventures, or whose employment or engagement was transferred to or commenced with Loyalty Ventures in connection with the Distribution, be forfeited, and as soon as reasonably practicable following the Distribution be replaced, in each case in accordance with the terms of the EMA in a manner intended to equitably preserve the overall intrinsic value of the ADS equity awards by taking into account the relative value of ADS common stock before the Distribution and the value of Loyalty Ventures common stock after the Distribution.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **Definitions.** Section 1.01 of the EMA is amended to restate the definition of “**Loyalty Ventures Stock Value**” to read “means the volume weighted average trading price per share of Loyalty Ventures Common Stock, trading “regular way,” during the five trading days beginning with November 9, 2021 and continuing through November 15, 2021.”

Except as specifically set forth herein, all other terms and conditions of the EMA remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment by their duly authorized representatives as of the effective date first set forth above.

ALLIANCE DATA SYSTEMS CORPORATION

LOYALTY VENTURES INC.

By: /s/ Joseph L. Motes III

By: /s/ Charles L. Horn

Name: Joseph L. Motes III

Name: Charles L. Horn

Title: EVP, Chief Administrative Officer, General  
Counsel and Secretary

Title: President and Chief Executive Officer