As filed with the Securities and Exchange Commission on December 7, 2020.

Registration No. 333-250531

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ContextLogic Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	5961	27-2930953
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

One Sansome Street 40th Floor
San Francisco, CA 94104
(415) 432-7323

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Rajat Bahri
Chief Financial Officer
ContextLogic Inc.
One Sansome Street 40th Floor
San Francisco, CA 94104
415-432-7323

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ilan Lovinsky Jeffrey R. Vetter Ryan J. Gunderson Colin G. Conklin Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP One Bush Plaza, Suite 1200 San Francisco, CA 94104 (415) 978-9803	Devang S. Shah Renee Jackson Jilliana Wong ContextLogic Inc. One Sansome Street 40th Floor San Francisco, CA 94104 (415) 432-7323	Dave Peinsipp Eric Jensen Calise Cheng Cooley LLP 101 California Street, 5th Floor San Francisco, CA 94111 (415) 693-2000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a 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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be registered[1]	Proposed Maximum Offering Price Per Share[2]	Proposed Maximum Aggregate Offering Price[2]	Amount of Registration Fee[3]
Class A Common Stock, $0.0001 par value per share	52,900,000	$24.00	$1,269,600,000	$138,514

(1) Includes 6,900,000 additional shares that the underwriters have the option to purchase from the Registrant.
(2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(a) under the Securities Act of 1933, as amended.
(3) Calculated pursuant to Rule 457(a) under the Securities Act of 1933, as amended. The Registrant previously paid $109,100 in connection with the filing of its Registration Statement on Form S-1 on November 20, 2020.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated December 7, 2020

46,000,000 Shares

Class A Common Stock

This is the initial public offering of shares of Class A common stock of ContextLogic Inc. (d/b/a "Wish"). We are offering 46,000,000 shares of Class A common stock.

We have two classes of common stock, Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except voting, transfer, and conversion rights. Each share of Class A common stock is entitled to one vote. Each share of Class B common stock is entitled to 20 votes and is convertible at any time into one share of Class A common stock. See the section titled "Description of Capital Stock" herein for additional information on our capital stock. The holders of our outstanding shares of Class B common stock will hold approximately 82.0% of the voting power of our outstanding capital stock immediately following this offering, and our founder, Chief Executive Officer, and Chairperson, Peter Szulczewski, will hold, or have the ability to control, approximately 59.3% of the voting power of our outstanding capital stock immediately following this offering. See the section titled "Risk Factors—Risks Related to this Offering and Our Class A Common Stock" herein for additional information.

Prior to this offering, there has been no public market for our Class A common stock. It is currently estimated that the initial public offering price will be between $22.00 and $24.00 per share.

We have applied to list our Class A common stock on the Nasdaq Global Select Market under the symbol "WISH."

See the section titled "Risk Factors" beginning on page 21 to read about factors you should consider before deciding to invest in shares of our Class A common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds, before expenses, to Wish	$	$

(1) See the section titled "Underwriting" on page 212 for a description of the compensation payable to the underwriters.

To the extent that the underwriters sell more than 46,000,000 shares of Class A common stock, the underwriters have an option to purchase up to an additional 6,900,000 shares of Class A common stock from us at the initial public offering price, less the underwriting discounts and commissions.

The underwriters expect to deliver the shares of Class A common stock against payment in New York, New York on , 2020.

Goldman Sachs & Co. LLC **J.P. Morgan** **BofA Securities**

Citigroup **Deutsche Bank Securities** **UBS Investment Bank** **RBC Capital Markets** **Credit Suisse**

Cowen Oppenheimer & Co. Stifel William Blair

Academy Securities Loop Capital Markets R. Seelaus & Co., LLC

Prospectus dated , 2020

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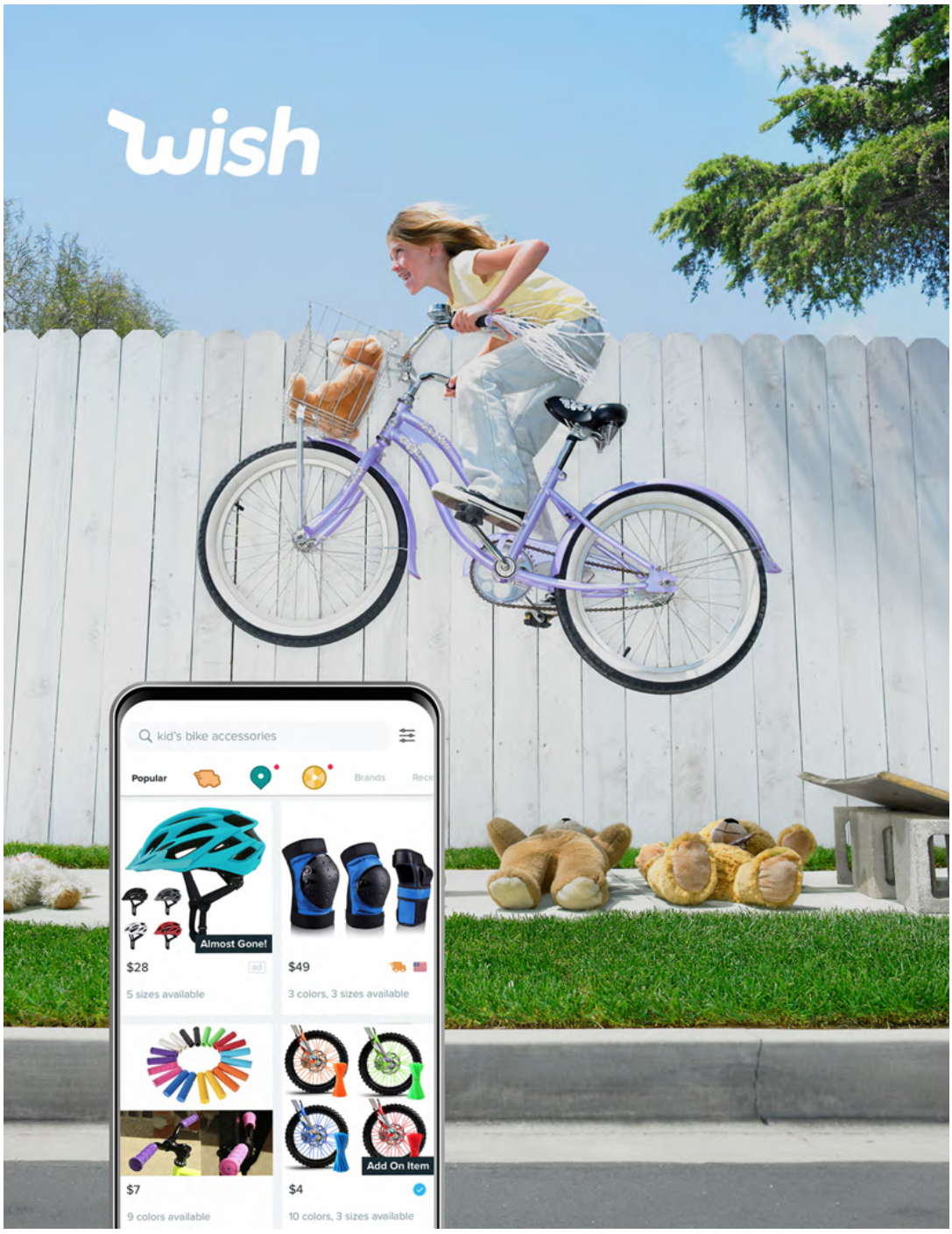

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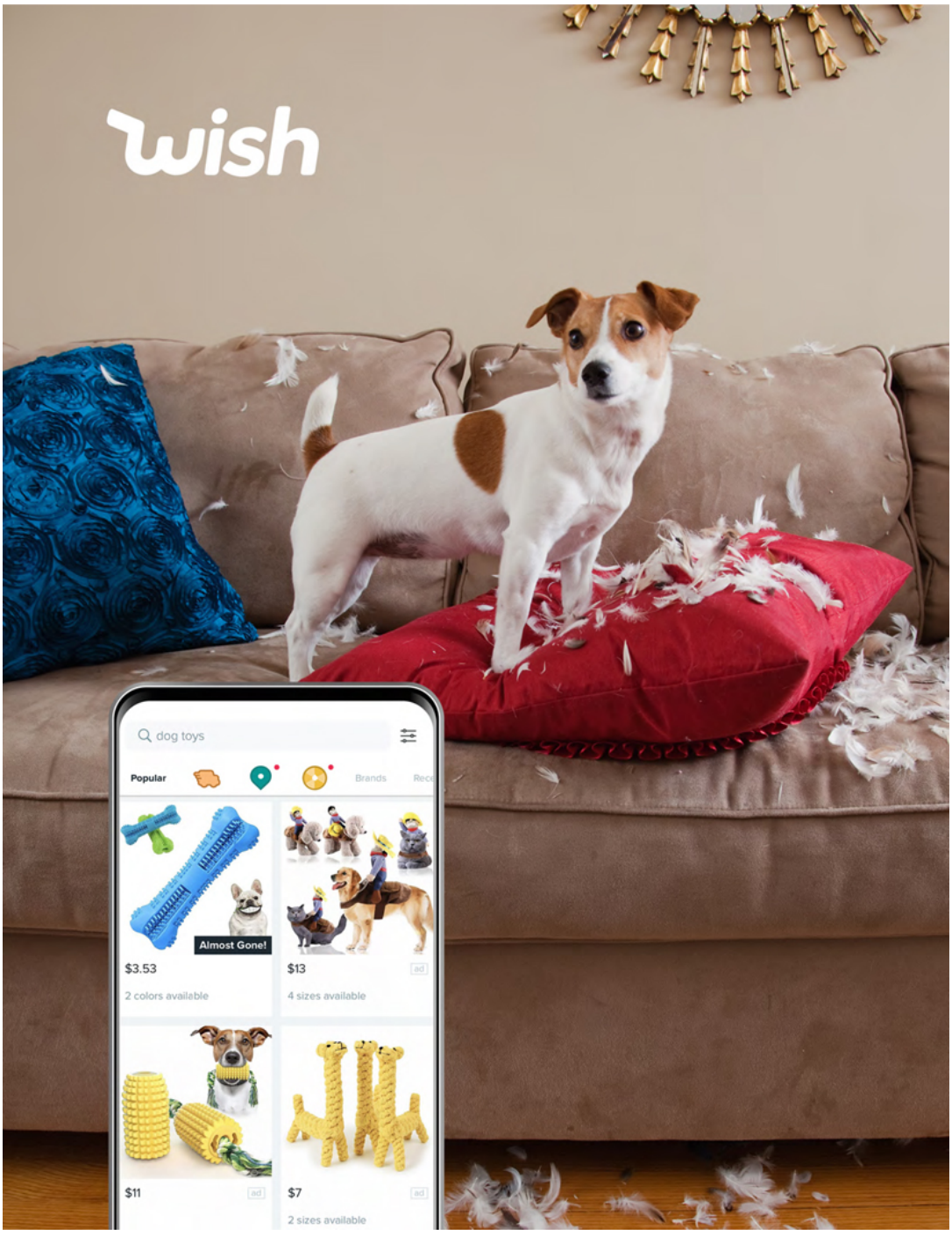

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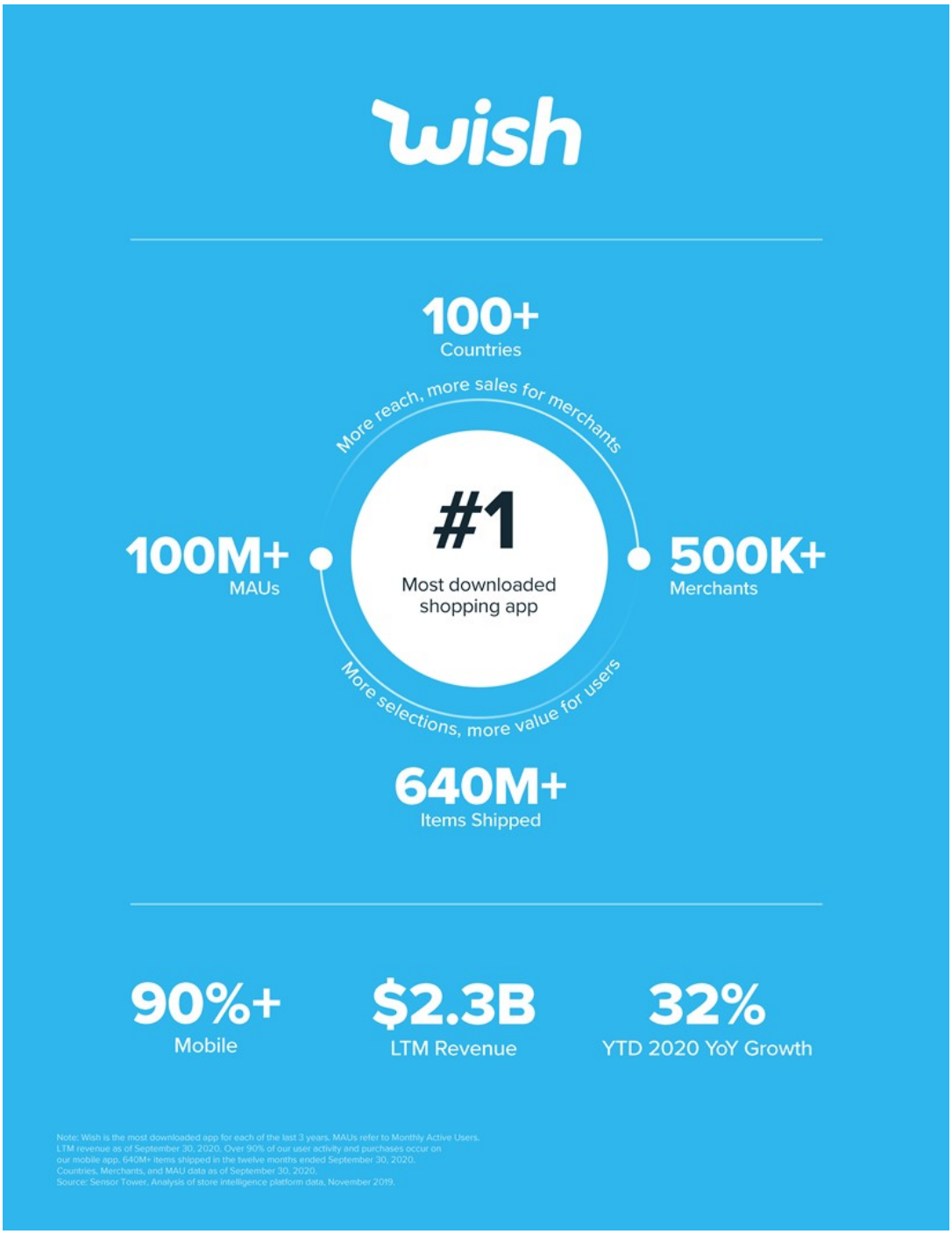
Our Mission

Bring an affordable and entertaining mobile shopping experience to billions of consumers around the world.


wish
100+
Countries
More reach, more sales for merchants
100M+
MAUs
#1
Most downloaded shopping app
500K+
Merchants
More selections, more value for users
640M+
Items Shipped
90%+
Mobile
$2.3B
LTM Revenue
32%
YTD 2020 YoY Growth
Note: Wish is the most downloaded app for each of the last 3 years. MAUs refer to Monthly Active Users. LTM revenue as of September 30, 2020. Over 90% of our user activity and purchases occur on our mobile app. 640M+ items shipped in the twelve months ended September 30, 2020. Countries, Merchants, and MAU data as of September 30, 2020. Source: Sensor Tower, Analysis of store intelligence platform data, November 2019.

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Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor any of the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses prepared by us or on our behalf or to which we have referred you. Neither we nor any of the underwriters take any responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares our Class A common stock offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of the date on the front cover of the prospectus. Our business, financial condition, results of operations, and prospects may have changed since that date.

For investors outside the United States: Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our Class A common stock and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

This summary highlights information appearing elsewhere in this prospectus and is qualified in its entirety by the more detailed information and financial statements included elsewhere in this prospectus. This summary does not contain all the information you should consider before investing in our Class A common stock. You should read this entire prospectus carefully, including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus, before making any investment decision. Unless the context otherwise requires, we use the terms "Wish," the "company," "we," "us," and "our" in this prospectus to refer to ContextLogic Inc. (d/b/a "Wish").

Overview

We launched Wish with a simple mission—to bring an affordable and entertaining mobile shopping experience to billions of consumers around the world. Since our founding in 2010, our vision has been to unlock ecommerce for consumers and merchants, by providing consumers access to a vast selection of affordable products and by providing merchants access to hundreds of millions of consumers globally. We have become one of the largest and fastest growing global ecommerce platforms, connecting more than 100 million monthly active users ("MAUs" or "monthly active users") in over 100 countries to over 500,000 merchants offering approximately 150 million items. Our platform combines technology and data science capabilities, an innovative and discovery-based mobile shopping experience, a comprehensive suite of indispensable merchant services, and a massive scale of users, merchants, and items. This combination has allowed us to become the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[1]

We are focused on democratizing mobile commerce by making it affordable and accessible to anyone. The global mobile commerce market was $2.1 trillion in 2019 and is expected to more than double to reach $4.5 trillion by 2024.[2] While ecommerce grew from 3% of global commerce in 2010 to 14% in 2019, ecommerce companies have largely focused on serving affluent consumers by offering branded goods and prioritizing convenience over price. However, 44% of U.S. consumers and 85% of European consumers have a household income of less than $75,000[3] and cannot afford many traditional ecommerce offerings. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online. We believe that the next billion ecommerce customers will be these value-conscious consumers. According to a survey we conducted in 2020 across 2,850 consumers in select countries, approximately 75% of those responding prioritize the price of an item over brand and delivery time. We built Wish to serve these consumers who favor affordability over brand and convenience, and are being underserved by traditional ecommerce platforms.

We are revolutionizing mobile commerce with a user experience that is mobile-first, discovery-based, deeply-personalized, and entertaining. Over 90% of our user activity and purchases occur on our mobile app. Our data science capabilities allow us to mirror how consumers have shopped for decades in brick-and-mortar stores by offering a discovery-based shopping experience on a mobile device. Our highly-personalized product feed enables our users to discover products they want to purchase by simply scrolling through our mobile app and browsing. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Wish users

1 Sensor Tower, analysis of store intelligence platform data, November 2019.
2 eMarketer, Global eCommerce 2020, June 2020.
3 Euromonitor International Limited, Economies and Consumers, updated August 2020.

engage with our app in a similar manner to how they engage with social media; scrolling through image-rich, highly-engaging, and interactive content. To enhance user engagement, we incorporate fresh gamified features, rich user-generated content including photos, videos, and reviews, and a wide range of relevant products to make shopping more entertaining. Our differentiated user experience has driven superior engagement with Wish users spending on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

We also built Wish to empower merchants around the world. Today, most of our merchants are based in China. We initially grew our platform focusing on merchants in China, the world's largest exporter of goods for the last decade,[4] due to these merchants' strength in selling quality products at competitive prices. We continue to expand our merchant base around the world. The number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. In particular, the number of merchants on our platform in the United States has grown approximately 268% since 2019. Through our diversified and global merchant base, we are able to offer greater depth and breadth of categories and products. For example, in 2019, four out of the top 10 selling merchants on our platform were located in the United States selling refurbished electronics, beauty products, and hobby items, which illustrates the ongoing diversification of our merchant base and product categories. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services, including demand generation and engagement, user-generated content creation, data intelligence, promotional and logistics capabilities, and business operations support, all in a cost-efficient manner.

Local brick-and-mortar stores worldwide are struggling to attract consumers and compete in a retail world being transformed by ecommerce and industry consolidation. We launched Wish Local in 2019 to help these merchants increase their online reach and discovery, gain foot traffic, and drive additional sales. Today, we have almost 50,000 Wish Local partners in 50 countries who have signed up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. Our Wish Local partners also serve as Wish Pickup locations for online Wish orders, which effectively gives us a local warehousing and fulfillment footprint around the world without owning any real estate.

Our scale, combined with our extensive data science capabilities, provides us with a unique competitive advantage and is core to our business operations. We collect, analyze, and utilize data across over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support. For example, our user acquisition strategies utilize our data science capabilities to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and user conversion. We also leverage our data and unique insights to extend our platform outside of our core business and drive additional growth opportunities, including new services to merchants and new categories for users.

Our proprietary data and technology also fuel our powerful network effects. As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and

[4] The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.

merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform to grow their businesses, broadening our product selection, which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and has made Wish one of the largest ecommerce marketplaces in the world.

We have experienced substantial growth since our founding in 2010. We grew our revenue from $1.1 billion in 2017 to $1.9 billion in 2019 at a compound annual growth rate of 31% and from $1.3 billion for the nine months ended September 30, 2019 to $1.7 billion for the nine months ended September 30, 2020, an increase of 32%. Our revenue is diversified and global. In 2019, 93% of our revenue was from marketplace services, 84% of which was from core marketplace revenue and 16% of which was from our native advertising tool, ProductBoost, and 7% was from logistics services. We refer to our marketplace revenue, excluding revenue from ProductBoost, as our core marketplace revenue. ProductBoost is an advertising feature by which our merchants can promote their listings within user feeds. For the nine months ended September 30, 2020, 82% of our revenue was from marketplace services, 90% of which was from core marketplace revenue and 10% of which was from ProductBoost, and 18% was from logistics services. In terms of geographic diversification by users, for the nine months ended September 30, 2020, 43% of our core marketplace revenue came from Europe, 42% from North America, 5% from South America, and 10% from the rest of the world. Our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float, where we receive an upfront payment from a user, and remit payment to a merchant a number of weeks later. In 2019, we generated a net loss of $129 million and Adjusted EBITDA of $(127) million, compared to a net loss of $208 million and Adjusted EBITDA of $(211) million in 2018, and a net loss of $207 million and Adjusted EBITDA of $(135) million in 2017. For the nine months ended September 30, 2020, we generated a net loss of $176 million and Adjusted EBITDA of $(99) million, compared to a net loss of $5 million and Adjusted EBITDA of $(11) million for the nine months ended September 30, 2019. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”).

Our Market Opportunity

Global ecommerce is a massive and growing market. In 2019, global ecommerce was a $3.4 trillion market expected to nearly double to reach $6.3 trillion by 2024. Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024[5]. While the market is large and rapidly growing, modern ecommerce has not evolved to fit the expectations and affordability needs of the global population.

Billions of Value-Conscious Consumers Are Underserved

Value-conscious consumers represent a large and growing portion of the global consumer population, and they have been historically underserved by traditional ecommerce. For this segment of

[5] eMarketer, Global eCommerce, 2020.

the global population, price is often the single most important determinant when making a purchase. Forty-four percent of U.S. consumers and 85% of European consumers have a household income of less than $75,000[6], and we estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online for the first time. We believe that the next billion ecommerce customers will be these value-conscious consumers.

Traditional Ecommerce Does Not Meet Evolving Consumer Behavior

Shopping in store allows consumers to browse and discover new products that they want, driving many consumers to purchase items beyond their planned purchases. This type of navigational browsing often creates purchase intent for new products.

The largest ecommerce companies in the world were created on desktop, and their consumer experiences are predominantly search-driven rather than discovery-based. When porting that search-driven experience to mobile, consumers can shop for what they know they need, but struggle to browse, engage, and discover new products.

Merchants Around the World Lack Access to Global Consumers

Ecommerce represents a massive opportunity for global merchants, but they often struggle to access and serve global ecommerce consumers. IDC estimates that there are approximately 348 million small- and medium-sized businesses ("SMBs") around the world as of 2019,[7] and the success of these businesses is imperative to local, national, and global economies. SMBs make up over 90% of all enterprises globally and employ over 50% of the global workforce.[8] Despite their scale and economic power collectively, individual SMBs are often challenged, as evidenced by approximately 20% of U.S. SMBs failing in their first year and approximately 50% failing after five years in business, according to 2019 data.[9] For merchants around the world to grow their businesses, the ability to reach and target consumers at scale is critical.

Merchants Lack Technology-Driven Tools to Operate Their Businesses

Many merchants lack the tools to operate their businesses efficiently, including expertise and resources to acquire users, a shipping and logistics platform, payment capabilities, access to credit, effective user support, and comprehensive data insights. For example, based on an independent survey, almost half (45%) of SMBs in the United States have reported a lack of any online presence, demonstrating challenges these merchants face in running their businesses in an increasingly digital world.[10]

The Wish Platform

Our global ecommerce platform connects over 100 million monthly active users in over 100 countries to over 500,000 global merchants. We seek to democratize ecommerce by making the Wish

6 Euromonitor - Households by Disposable Income Band in Latin America, Eastern Europe, Western Europe and USA 2019-2020 and Number of Households in Latin America, Eastern Europe, Western Europe and USA 2019-2020.
7 IDC, Understanding the Needs of the Global Small and Medium-Sized Business Market, US46393020, May 2020.
8 United Nations Conference on Trade and Development, The International Day of Micro, Small and Medium Enterprises (MSMEs), June 2020.
9 Small Business Administration (SBA) Office of Advocacy, Frequently Asked Questions, 2018.
10 CNBC Small Business Survey, 2017, updated May 2019.

platform affordable, open, and accessible to all users and merchants worldwide. We do this through our relentless focus on product, technology, and data science. For our users, we are revolutionizing the mobile shopping experience by making it affordable, personalized, and entertaining. For our merchants, we offer immediate, cost-efficient access to our global user base, scaled data, and technology platform, as well as a comprehensive suite of indispensable services to help run their businesses and drive sales. To serve our global and diversified user and merchant base, we approach our platform development with a specific geographic focus, tailoring key features to solve for the needs of that locality, and enabling an authentic, localized experience.

Value Proposition to Wish Users

We have democratized ecommerce by making it:

- **Affordable.** Price is the single most important determinant when making a purchase for a substantial portion of the global population, and we aim to serve the affordability needs of these consumers. The merchants on our platform offer primarily unbranded products that can be discounted in excess of 85% as compared to branded alternatives across a number of categories[11]. We have a number of policies which, in combination with our robust user-generated content, promote higher quality merchants and products on our platform. This allows us to offer a vast selection of high-quality items at competitive prices, a value proposition that attracts more than 100 million monthly active users to our platform.
- **Accessible.** Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024.[12] We built Wish to be mobile-first so any consumer around the world can easily access our shopping platform on a mobile device. We also do not have membership fees, understanding that millions of consumers are value-conscious and/or would not be able to afford such fees.
- **Everywhere**. To better serve our global user base, we localize various features on our online platform and tailored our experience to each respective market through, for example, making it accessible in 40 different languages and providing country-specific payment methods. This

11 Based on current internal research.
12 eMarketer, Global eCommerce, 2020.

localization improves the engagement of our large, diverse user base, in addition to connecting our users with almost 50,000 local brick-and-mortar stores.

We have re-invented the online shopping experience to be:

- **Mobile-First.** Wish was built for mobile. Our application is image-rich, with minimal search input or text-based interactions. Over 90% of our user activity and purchases occur on our mobile app.
- **Discovery-Based.** Our platform is designed to make it easy to navigate a vast selection of products when users do not have a specific item or brand in mind. On average, between April 2020 and September 2020, our users saw over 500 distinct products across many different categories on a daily basis. Unlike other ecommerce platforms where consumers often visit with a predetermined purchase intent on specific items, our navigational and entertaining shopping experience gives us the ability to create purchase intent in our users across a diverse set of products and categories. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing.
- **Personalized.** No two users' Wish interfaces and product feeds look the same. Utilizing big data technology, we enable customization on a massive scale. We deliver personalized and curated products to our users and help them discover desired products quickly. Over 65% of our users click on a product detail page from the main feed.
- **Entertaining.** We have transformed the user experience to make shopping on Wish as engaging and entertaining as browsing social media. We utilize highly-personalized feeds with a wide range of relevant products as well as gamified, interactive, and social features to increase the length and frequency of a user's sessions and drive increased engagement. Wish users spent on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

Value Proposition to Wish Merchants

Accessible and Cost-Efficient Ecommerce Platform. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services in a cost-efficient manner to help them run their businesses and grow sales. We seek to empower these highly capable merchants offering quality products at compelling values and unlock this supply of goods to consumers globally.

In addition, we give our merchants the following indispensable services:

Demand Generation and Engagement

- **Global Reach for Online Merchants.** Wish gives merchants immediate access to over 100 million monthly active users across more than 100 countries, with a significant user footprint in the United States and Europe. We help our merchants reach these users in a highly targeted and cost-efficient manner.
- **Digital Presence for Brick-and-Mortar Stores.** Through Wish Local, we partner with a global network of local brick-and-mortar stores and provide them with access to our global online user base and help enable online discovery of their stores and products.
- **Promotion.** Wish merchants can amplify their reach and sales by utilizing our native advertising tool, ProductBoost. We utilize data science to optimize ad placement, target users, and maximize the merchant's return on ad spend.

User-Generated Content Creation. User-generated content, in particular, authentic, localized content, can meaningfully improve user engagement and increase the purchases of products on our platform. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos, rather than brand recognition, when making purchase decisions. Our data science prioritizes items with favorable reviews, higher ratings and shipping history, connecting buyers with high-quality merchants and enhancing both the user and merchant experience.

Data Intelligence

- **Data Insight.** We provide our merchants a comprehensive data set to run their businesses through the Wish Merchant Dashboard. This dashboard helps our merchants improve their performance in terms of total impressions, overall sales, product assortment, service quality, fulfillment, shipping needs, and refunds, among others.
- **Revenue Impact.** Our proprietary, state-of-the-art data science capabilities are designed to display products to users who are most likely to buy them, in turn driving more revenue to merchants.

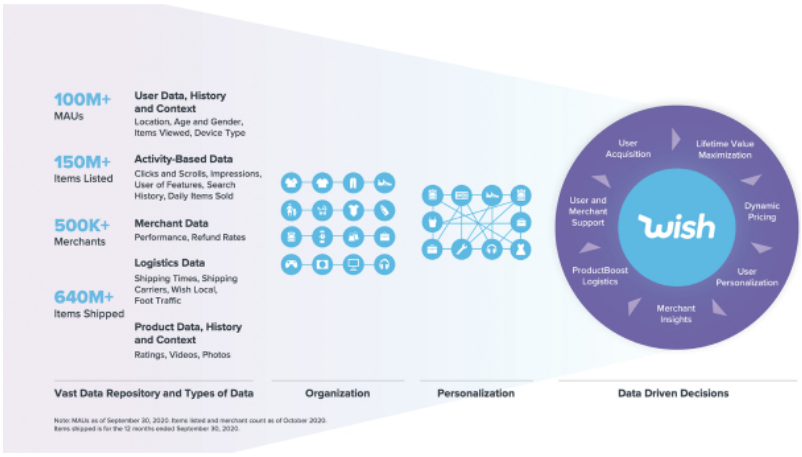
Logistics

- **Shipping Logistics.** With ongoing changes to global postal regulations and increases in cross-border sales volume, logistics has become paramount for small merchants to succeed in ecommerce. We have developed a number of logistics programs to provide a set of reliable cross-border logistics solutions at competitive costs for our merchants. We believe that ensuring a consistent delivery experience for our users increases value to our merchants by boosting sales volumes and minimizing returns.
- **Wish Local Pick-Up.** Through our Wish Local partnerships, we enable our online merchants to send their inventory to our almost 50,000 partner pick-up locations in close proximity to users to allow for quicker, localized pickup**.** These Wish Local stores effectively give us a local warehousing and fulfillment footprint around the world without owning any real estate.

Business Operations

- **Optimization Tools, Services, and Education.** We provide tools, services, and ongoing education to our merchant base to help them improve their business operations and drive greater success.
- **Merchant Support.** Wish assists merchants with international compliance, payment processing, user support, and certain other services.

Data Science



Our technology and data science capabilities drive all aspects of our business. Our data advantage comes from our rich and growing data set of historical and recent user and merchant behaviors and transactions, and deep understanding of our more than 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day. All of this feeds into a proprietary data science algorithm that we continuously optimize for more intelligent insights and decision making.

Key examples of how we use data science to drive our business include:

- **User Acquisition:** We leverage the power of our proprietary data to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and conversion.
- **Lifetime Value Maximization:** Data science plays a critical role in maximizing cumulative lifetime value ("LTV") of our users and optimizing the initial user acquisition investment. We use data science to determine the allocation of marketing investment across different users, marketing channels, and user acquisition and re-engagement strategies.
- **Dynamic Pricing:** We utilize our data to dynamically vary prices across products to optimize conversion as well as our margin. This type of shopping environment is well suited to gauge user demand and conduct price discovery on a global level as well as on an individual user level. We take into account characteristics of the product and the user to estimate price sensitivity and vary pricing to achieve a margin target at the user and basket level, as opposed to on individual items.
- **User Personalization:** Our proprietary algorithms utilize a rich and growing data set of historical and recent user behaviors that includes browsing data, past transactions, reviews, and preferences noted on Wish, to display only the most relevant and personalized content. This data-driven approach enables efficient and enjoyable navigation and discovery on a

mobile screen, creates purchase intent across a diverse set of products, and increases conversion to sales. For every 100 user sessions on our platform, an average of approximately 40 items get added to cart.

- **User-Generated Content:** Our platform offers mostly unbranded goods today. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos, rather than brand recognition, when making purchase decisions. This makes the user-generated content on our platform an important source of trust and quality for our largely unbranded product selection.
- **Merchant Insights:** Our platform includes a merchant dashboard with built-in analytics to help merchants sell more products and track their performance. Our data capabilities help merchants better understand user behavior and preferences, enabling them to operate more intelligently and efficiently.
- **ProductBoost:** ProductBoost is our native advertising tool for merchants, which helps them promote their products on our platform. We utilize data science to improve the performance of ProductBoost and help maximize the merchants' return on their ad spend. Approximately 30% of our merchants have used ProductBoost in 2020 to date.
- **Logistics:** We leverage data science to improve transparency and logistics operational efficiency for our merchants, while also aiming at reducing shipping time and improving delivery reliability for our buyers.
- **User and Merchant Support:** We use data to understand what a user or merchant is likely to need help with in order to improve the quality of support and maximize cost efficiency of providing such support.

Our Growth Strategy

Grow Our Base of Users

- **Continue to Acquire New Users.** We are focused on growing our user base around the world. We currently serve users in over 100 countries. We estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India.
- **Drive User Conversion.** We have over 12 million monthly active buyers[13] and over 100 million monthly active users on the platform. We will continue to drive greater user engagement and convert more active users on our platform to become active buyers by utilizing our data science and introducing more interactive and entertaining features.
- **Drive Profitable Lifetime Value from Existing Users.** We plan to continue to improve the engagement and monetization of our users on our platform to maximize their lifetime value. We plan to achieve this goal by:
  - Using our data science to drive personalization of our platform;
  - Continuing to offer attractive discounts and value, an entertaining user experience, and robust user-generated content; and
  - Improving our ease of use by investing in our user support and logistics infrastructure to enable faster deliveries and localization of our platform.
- **Expand Geographically.** We intend to continue to expand our global footprint and enter new geographies and acquire new users in those markets.

[13] Based on available internal data from January 2020 to September 2020.

Grow Our Base of Merchants and Offerings

- **Diversify Our Merchant Base and Expand Product Categories.** As we grow and diversify our merchant base, we partner with other merchant platforms, such as PayPal, ShipStation, and PlentyMarkets, to acquire additional merchants outside of China and expand our geographic reach and diversity across the merchant base. We will continue to expand product selection to provide more diversified products at competitive price points to our users.
- **Broaden Merchant Services.** We intend to add additional services to help our merchants grow their businesses and sell more on Wish. These services include educational content and resources as well as tools enabling merchants to promote their products in a variety of ways both on and off the Wish platform, efficiently manage working capital, and fulfill and ship their orders.
- **Expand Logistics Platform.** We plan to continue to expand our logistics platform and optimize our proprietary logistics programs. Through strategic partnerships with selected regional postal networks and commercial logistics partners, we aim to become an integrated part of the cross-border logistics value chain with our own logistics services and provide faster and more reliable delivery to our buyers. We are also exploring the opportunity to open up our logistics programs to merchants outside of Wish.
- **Grow Our Wish Local Offering.** We aim to continue to expand our Wish Local program to drive both online and offline commerce. Wish Local enables local brick-and-mortar stores to digitize their storefronts by uploading their in-store inventory on our platform and selling to our global user base. These stores in turn give us access to a local warehousing and fulfillment footprint at almost 50,000 stores around the world by serving as Wish Pickup locations for online Wish orders.

Continue to Innovate and Extend Our Platform

- **Monetize Brick-and-Mortar Stores.** As we continue to grow our Wish Local program, we plan to explore different ways in which we can further enhance our value proposition and monetize our offering, whether in the form of additional traffic or sales to the store.
- **Add New Product Categories.** We plan to continue to diversify product categories and service offerings on Wish. These new product categories include consumer packaged goods (“CPG”) products and in-person services primarily offered through our Wish Local merchants as well as affordable brands and off-price branded inventory.
- **Expand to New Advertising Partners.** We believe our user base presents a diverse and global audience that is attractive for advertisers across many end markets beyond ecommerce, including financial services, subscription services, and travel. We see a significant opportunity to connect these advertisers with our users to expand our advertising partners beyond our merchant base.
- **Grow First-Party Sales.** We leverage the data across our platform to identify key selling trends and consumer preferences to source branded and unbranded inventory directly from manufacturers and sell on our platform. While this revenue is a modest amount today, we will continue to experiment with and optimize first-party sales including our private label strategy.
- **Open Our Commerce Platform to Additional Businesses.** We plan to open the Wish commerce platform and capabilities to additional businesses not currently on our platform. For example, we intend to offer access to our logistics offering to any merchant who engages in ecommerce and wants a reliable, affordable, and global shipping solution. Similarly, we plan to

offer our digital performance marketing solutions to any advertiser, regardless of their vertical or end market.

Risks Associated With Our Business

Investing in our Class A common stock involves substantial risks. These risks are described in the section titled "Risk Factors" immediately following this summary. Some of these risks include the following:

- Our efforts to acquire new users and engage existing users may not be successful or may be more costly than we expect, which could prevent us from maintaining or increasing our revenue.
- If we are unable to promote, maintain, and protect our brand and reputation and offer a compelling user experience, our ability to attract new users and engage with our existing base of users will be impaired.
- If we lose the services of Peter Szulczewski, our founder, Chief Executive Officer ("CEO"), and Chairperson, or other members of our senior management team, we may not be able to execute our business strategy.
- We rely on the Apple App Store and the Google Play Store to offer and promote our app. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions change to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, our business will suffer.
- Our brand, reputation, and business may be harmed if our merchants use unethical or illegal business practices, including the sale of counterfeit or fraudulent products or if our policies and practices with respect to such sales are perceived or found to be inadequate, and we may be impacted by the unlawful activity of merchants on our platform.
- We face intense competition, the market in which we operate is rapidly evolving, and if we do not compete effectively, our results of operations and financial condition could be harmed.
- The COVID-19 pandemic may adversely affect our business and results of operations.
- Economic tension between the United States and China, or between other countries, may intensify and the United States, China, or other countries may adopt drastic measures in the future that impact our business.
- Any significant disruption in service on our platform or in our computer systems, some of which are currently hosted by third-party providers, could damage our reputation and result in a loss of users, which would harm our business and results of operations.
- The dual class structure of our common stock has the effect of concentrating voting control with certain stockholders, in particular, our founder, CEO, and Chairperson, Peter Szulczewski, which will limit your ability to influence the outcome of important transactions, including a change in control.
- We may be involved in litigation matters or other legal proceedings that are expensive and time consuming.
- Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for

substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

See "Risk Factors" immediately following this prospectus summary for a more thorough discussion of these and other risks and uncertainties we face.

Our Corporate Information

We were incorporated in the state of Delaware in June 2010 as ContextLogic Inc., d/b/a "Wish." Our principal executive offices are located at One Sansome Street 40th Floor, San Francisco, California 94104. Our telephone number is (415) 432-7323. Our website address is www.wish.com. The information contained in, or accessible through, our website is not part of, and is not incorporated into, this prospectus, and investors should not rely on any such information in deciding whether to invest in our Class A common stock.

Trademarks

We use various trademarks, trade names, and design marks in our business, including Wish™ , Wish Shopping Made Fun™, W™, WishPost™, Wish Pickup™, Wish Local™, ProductBoost™, and ContextLogic™. This prospectus also contains trademarks and trade names of other businesses that are the property of their respective holders. We do not intend our use or display of other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, these other companies.

The Offering	
Class A common stock offered	46,000,000 shares.
Option to purchase additional shares	6,900,000 shares.
Class A common stock to be outstanding after this offering	477,558,320 shares (or 484,458,320 shares if the underwriters exercise in full their option to purchase additional shares).
Class B common stock to be outstanding after this offering	108,859,160 shares.
Total Class A and Class B common stock to be outstanding after this offering	586,417,480 shares.
Use of proceeds	We estimate that our net proceeds from this offering will be approximately $1.0 billion, or approximately $1.2 billion if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses. The principal purposes of this offering are to increase our capitalization and financial flexibility and create a public market for our Class A common stock, obtain additional working capital, and facilitate our future access to the public equity markets to allow us to implement our business plan. We currently intend to use the net proceeds received by us from this offering for working capital, operating expenses, sales and marketing expenses to fund the growth of our business, and capital expenditures. In addition, we may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we have no current understandings, agreements or commitments for any specific material acquisitions at this time. For a more complete description of our intended use of the proceeds from this offering, see the section titled “Use of Proceeds.”
Voting rights	Each share of our Class A common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Each share of our Class B common stock entitles its holder to 20 votes on all matters to be voted on by stockholders generally. Holders of our Class A common stock and Class B common stock will generally vote

	together as a single class, unless otherwise required by law or our amended and restated certificate of incorporation. The holders of our outstanding Class B common stock will hold approximately 82.0% of the voting power of our outstanding capital stock following this offering and will have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of our directors and the approval of any change in control transaction. For additional information, see the sections titled “Principal Stockholders” and “Description of Capital Stock.” All shares of Class B common stock will automatically convert, on a one-for-one basis, into shares of Class A common stock on the earliest of (i) the 7-year anniversary of the closing date of this offering, (ii) the date on which the number of outstanding shares of Class B common stock represents less than 5% of the aggregate combined number of outstanding shares of Class A common stock and Class B common stock, (iii) the date specified by a vote of the holders of a majority of the then outstanding shares of Class B common stock, and (iv) a date that is between 90 and 270 days, as determined by the board of directors, after the death or permanent incapacity of Peter Szulczewski, our founder, CEO, and Chairperson.
Concentration of ownership	Following this offering, the holders of our outstanding Class B common stock will beneficially own approximately 18.6% of our outstanding shares and will hold approximately 82.0% of the voting power of our outstanding shares and our directors, executive officers, greater than 5% stockholders and their respective affiliates will hold in the aggregate approximately 73.6% of the voting power of our outstanding capital stock following this offering, assuming no exercise of the underwriters’ option to purchase additional shares of our Class A common stock. In addition, Peter Szulczewski, our founder, CEO, and Chairperson, will be able to exercise voting rights with respect to an aggregate of 80,685,960 shares of outstanding capital stock, which will represent approximately 59.3% of the voting power of our outstanding capital stock following this offering.
Risk factors	See the section titled “Risk Factors” and the other information included in this prospectus for a

	discussion of factors you should consider before deciding to invest in our Class A common stock.
Directed Share Program	At our request, the underwriters have reserved up to $40 million of shares of our Class A common stock (or up to 1,740,000 shares of Class A common stock assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus) for sale at the initial public offering price through a directed share program to certain individuals identified by our officers and directors. If these persons purchase the reserved shares, it will reduce the number of shares available for sale to the general public. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. The reserved shares will not be subject to any lock-up provisions. See the section titled "Underwriting—Directed Share Program" for additional information.
Proposed Nasdaq Global Select Market trading symbol	"WISH"

The number of shares of our Class A common stock and Class B common stock that will be outstanding after this offering is based on 431,558,320 shares of our Class A common stock (including our redeemable convertible preferred stock on an as-converted basis) and 108,859,160 shares of our Class B common stock outstanding as of September 30, 2020, and reflects the exercise of an outstanding warrant to purchase 9,866,400 shares of our Series B redeemable convertible preferred stock outstanding as of September 30, 2020 into 9,866,400 shares of our Class A common stock on a net-exercise basis for an exercise price of $0.00001 per share, which we expect to occur immediately prior to the completion of this offering ("Warrant Net Issuance").

The number of shares of our Class A common stock and Class B common stock that will be outstanding after this offering excludes:

- 74,943,650 shares of our Class B common stock issuable upon the exercise of options outstanding as of September 30, 2020 under our 2010 Stock Plan, with a weighted-average exercise price of approximately $0.234 per share;
- 28,555,900 shares of our Class B common stock issuable under restricted stock units ("RSUs") for which the service condition was satisfied as of September 30, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering;
- 21,679,260 shares of our Class B common stock issuable under RSUs that were outstanding as of September 30, 2020 for which the service condition was not satisfied as of September 30, 2020;
- 10,021,500 shares of our Class B common stock subject to RSUs that were granted after September 30, 2020 to Mr. Szulczewski (the "CEO Performance Award"), and vest upon the satisfaction of a service condition and achievement of certain stock price goals. See the section titled "Executive Compensation—Compensation Discussion and Analysis—CEO Performance Award" for additional information;

- 1,853,420 shares of our Class B common stock issuable under RSUs that were granted after September 30, 2020 (not including the CEO Performance Award);
- 550,000 shares of our Class B common stock issuable upon exercise of a warrant at an exercise price of $0.149 per share;
- 999,315 shares of our Class A common stock (assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus) issuable to holders of our Series H redeemable convertible preferred stock (the "Series H Redeemable Convertible Preferred Stock Additional Issuance Shares") as more fully described in "Capitalization—Series H Redeemable Convertible Preferred Stock Additional Issuance"; and
- 45,453,530 shares of our common stock reserved for issuance under our equity compensation plans, consisting of:
    - 36,000,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Equity Incentive Plan,
    - 1,953,530 shares of our Class B common stock reserved for issuance under our 2010 Stock Plan as of September 30, 2020, which will become available for issuance under our 2020 Equity Incentive Plan on the date of this prospectus, and
    - 7,500,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Employee Stock Purchase Plan.

On the date of this prospectus we will cease granting awards under our 2010 Stock Plan. Our 2020 Equity Incentive Plan and 2020 Employee Stock Purchase Plan also provide for automatic annual increases in the number of shares reserved thereunder (evergreen provisions), as more fully described in "Executive Compensation—2020 Equity Incentive Plan" and "Executive Compensation—2020 Employee Stock Purchase Plan."

Except as otherwise indicated, all information in this prospectus assumes or gives effect to the following:

- the filing and effectiveness of our amended and restated certificate of incorporation in Delaware and the adoption of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering;
- the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, as if such reclassification had occurred immediately prior to the completion of this offering;
- the automatic conversion of all outstanding shares of redeemable convertible preferred stock into an aggregate of 421,691,920 shares of our Class A common stock, the conversion of which will occur immediately prior to the completion of this offering;
- the Warrant Net Issuance;
- no issuance of the Series H Redeemable Convertible Preferred Stock Additional Issuance Shares;
- no exercise of the outstanding options or settlement of the RSUs described above;
- the effectiveness of a 10-for-1 stock split of our capital stock effected on December 4, 2020; and
- no exercise by the underwriters of their option to purchase up to an additional 6,900,000 shares of our Class A common stock.

Summary Consolidated Financial and Other Data

You should read the summary consolidated financial and other data in conjunction with the sections of this prospectus caption titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Selected Consolidated Financial and Other Data" and the consolidated financial statements and related notes found elsewhere in this prospectus.

The summary consolidated statements of operations and comprehensive loss data for the years ended December 31, 2017, 2018, and 2019 are derived from our audited consolidated financial statements and related notes included elsewhere in this prospectus. The summary consolidated statements of operations and comprehensive loss data for the nine months ended September 30, 2019 and 2020 and the consolidated balance sheet data as of September 30, 2020 are derived from our unaudited interim consolidated financial statements that are included elsewhere in this prospectus. We have prepared the unaudited interim consolidated financial statements on the same basis as the audited consolidated financial statements. We have included, in our opinion, all adjustments necessary to state fairly our financial position as of September 30, 2020 and the results of operations for the nine months ended September 30, 2019 and 2020. Our historical results are not necessarily indicative of our results of operations to be expected for any future period and the results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results to be expected for the year ending December 31, 2020 or any other future period. The following tables also show certain operational metrics and non-GAAP financial measures. Our historical results and key metrics are not necessarily indicative of future results.

	Year Ended December 31,			Nine Months Ended September 30,	
	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)				
Summary Consolidated Statements of Operations and Comprehensive Loss Data:					
Revenue	$ 1,101	$ 1,728	$ 1,901	$ 1,325	$ 1,747
Cost of revenue[1]	205	278	443	255	605
Gross profit	896	1,450	1,458	1,070	1,142
Operating expenses:[1]					
Sales and marketing	989	1,576	1,463	995	1,125
Product development	28	45	74	52	72
General and administrative	26	52	65	47	65
Total operating expenses	1,043	1,673	1,602	1,094	1,262
Loss from operations	(147)	(223)	(144)	(24)	(120)
Other income (expense), net:					
Interest and other income (expense), net	10	15	19	16	–
Remeasurement of redeemable convertible preferred stock warrant liability	(70)	–	(3)	3	(55)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)				
Loss before provision for income taxes	(207)	(208)	(128)	(5)	(175)
Provision for income taxes	–	–	1	–	1
Net loss and comprehensive loss	(207)	(208)	(129)	(5)	(176)
Deemed dividend to redeemable convertible preferred stockholders	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Net loss per share attributable to common stockholders, basic and diluted[2]	$ (2.46)	$ (2.02)	$ (1.31)	$ (0.12)	$ (1.65)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted[2]	100,388,409	102,966,038	104,045,615	104,174,437	106,935,604
Pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted (unaudited)[2]			$ (0.23)		$ (0.31)
Weighted-average shares used in computing pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted (unaudited)[2]			556,584,145		568,049,138

(1) Cost of revenue and operating expenses include stock-based compensation expense of $8 million, $2 million, $2 million, $2 million, and $9 million for the years ended December 31, 2017, 2018, and 2019, and the nine months ended September 30, 2019 and 2020, respectively. Following this offering, our future operating expenses, particularly in the quarter in which this offering is completed, will include substantial stock-based compensation expense with respect to our RSUs as well as any other stock-based awards we may grant in the future.

(2) See Note 11 and Note 12 of the notes to our consolidated financial statements included in this prospectus for a description of how we compute basic and diluted net loss per share attributable to common stockholders and pro forma basic and diluted net loss per share attributable to common stockholders.

(3) On January 1, 2018, we adopted Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers ("Topic 606"), on a modified retrospective basis. Accordingly, our audited consolidated financial statements for 2018 and 2019, and unaudited consolidated financial statements for the nine months ended September 30, 2019 and 2020 were reported under Topic 606. Our audited consolidated financial statements for 2017 were reported under Accounting Standards Codification ("ASC") Topic 605, Revenue Recognition ("Topic 605"). See Note 2 of the notes to our consolidated financial statements included in this prospectus.

	As of September 30, 2020		
	Actual	Pro Forma[1]	Pro Forma As Adjusted[2][3]
	(in millions)		
Summary Consolidated Balance Sheet Data:			
Cash, cash equivalents and marketable securities	$ 1,101	$ 1,101	$ 2,106
Working capital	55	55	1,060
Total assets	1,342	1,342	2,345
Redeemable convertible preferred stock warrant liability	182	–	–
Redeemable convertible preferred stock	1,536	–	–
Total stockholders' equity (deficit)	(1,605)	113	1,116

(1) Reflects, on a pro forma basis, (i) the automatic conversion of all of our outstanding shares of redeemable convertible preferred stock into an aggregate of 421,691,920 shares of Class A common stock as of September 30, 2020, (ii) the issuance of 9,866,400 shares of Class A common stock upon the cashless exercise of a warrant to purchase 9,866,400 shares of Series B redeemable convertible preferred stock outstanding at September 30, 2020 at an exercise price of $0.00001 per share and (iii) stock-based compensation expense of approximately $355 million associated with RSUs subject to service-based and liquidity-based vesting conditions, which we will recognize upon the completion of this offering, as further described in Note 2 to our consolidated financial statements included elsewhere in this prospectus, which is reflected as an increase to additional paid-in capital and accumulated deficit.

(2) Reflects, on a pro forma as adjusted basis as of September 30, 2020, (i) the pro forma adjustments described in footnote (1) above and (ii) the sale and issuance by us of 46,000,000 shares of Class A common stock in this offering at the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase or decrease in the assumed initial public offering price of $23.00 per share, the midpoint of the offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, each of cash, cash equivalents and marketable securities, total stockholders' equity and total capitalization by $44 million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. We may also increase or decrease the number of shares we are offering. Each increase or decrease of 1.0 million in the number of shares offered by us would increase or decrease, as applicable, each of our cash, cash equivalents and marketable securities, total stockholders' equity and total capitalization by $22 million, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us.

(3) The pro forma as adjusted summary consolidated balance sheet data above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of our initial public offering determined at pricing.

Other Financial Information and Data

In addition to the measures presented in our summary consolidated financial statements, we use the following key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
Monthly Active Users ("MAUs")	21	30	49	73	90	81	108
LTM Active Buyers	18	31	52	64	62	60	68
Adjusted EBITDA	$(502)	$(132)	$(135)	$(211)	$(127)	$ (11)	$ (99)
Adjusted EBITDA Margin	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%
Free Cash Flow	$(305)	$ 15	$ 134	$(114)	$ (71)	$ (50)	$ 23

See the section titled "Selected Consolidated Financial and Other Data—Other Financial Information and Data" for additional information about our key business metrics.

Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA Margin

In this prospectus, we provide Adjusted EBITDA, a non-GAAP financial measure that represents our net income (loss) before interest and other income (expense), net (which includes foreign exchange gain or loss, and gain or loss on one time transactions recognized), income tax expense, and depreciation and amortization, adjusted to eliminate stock-based compensation expense and remeasurement of redeemable convertible preferred stock warrant liability, and to add back certain recurring other items. Additionally, in this prospectus, we provide Adjusted EBITDA Margin, a non-GAAP financial measure that represents Adjusted EBITDA divided by revenue. See the section titled "Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Free Cash Flow

In this prospectus, we also provide Free Cash Flow, a non-GAAP financial measure that represents net cash provided by (used in) operating activities less purchases of property and equipment. See the section titled "Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Free Cash Flow to net cash provided by (used in) operating activities, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. Before deciding whether to purchase shares of our Class A common stock, you should consider carefully the risks and uncertainties described below, our consolidated financial statements and related notes, and all of the other information in this prospectus. If any of the following risks actually occurs, our business, financial condition, results of operations, and prospects could be adversely affected. As a result, the price of our Class A common stock could decline and you could lose part or all of your investment.

Risks Related to Our Business and Industry

Our efforts to acquire new users and engage existing users may not be successful or may be more costly than we expect, which could prevent us from maintaining or increasing our revenue.

Our success depends on our ability to attract new users and engage existing users in a cost-effective manner. In order to acquire and engage users, we must, among other things, promote and sustain our platform and provide high-quality products, user experiences, and service. Our marketing efforts currently include various initiatives and consist primarily of digital marketing on a variety of social media channels, such as Facebook, search engine optimization on websites, such as Google, Bing, and Yahoo!, various branding strategies, such as our relationship with the Los Angeles Lakers and social influencers, and mobile "push" notifications, text messaging, and email. For the year ended December 31, 2019 and the nine months ended September 30, 2020, we spent $1.5 billion and $1.1 billion on sales and marketing, representing 78% and 64% of our revenue, respectively. We anticipate that sales and marketing expenses will continue to comprise a substantial majority of our overall operating costs for the foreseeable future. We have historically acquired a significant number of our users through digital advertising on platforms and websites owned by Facebook and Google, which may terminate their agreements with us anytime. Our investments in sales and marketing may not effectively reach potential users, potential users may decide not to buy through us, or user spend on our platform may not yield the intended return on investment, any of which could negatively affect our financial results.

Many factors, some of which are beyond our control, may reduce our ability to acquire, maintain and further engage with users, including those described in this "Risk Factors" section and the following:

- system updates to app stores and advertising platforms such as Facebook and Google, including adjustments to algorithms that may decrease user engagement or negatively affect our ability to target a broad audience;
- changes in advertising platforms' pricing, which could result in higher advertising costs;
- changes in digital advertising platforms' policies, such as those of Facebook and Google, that may delay or prevent us from advertising through these channels, which could result in reduced traffic to and sales on our platform;
- changes in search algorithms by search engines;
- inability of our email marketing messages to reach the intended recipients' inbox;
- ineffectiveness of our marketing efforts and other spend to continue to acquire new users and maintain and increase engagement with existing users;
- decline in popularity of, or governmental restrictions on, social media platforms where we advertise;

- the development of new search engines or social media sites that reduce traffic on existing search engines and social media sites;
- consumer behavior changes as a result of COVID-19; and
- products listed by merchants on our platform that are the subject of adverse media reports, regulatory investigations, or other negative publicity.

As a result of any of these factors or any additional factors that are outside of our control, if we are unable to continue acquiring new users or increasing engagement with existing users, it could have a material adverse effect on our business, financial condition, results of operations, and prospects.

If we are unable to promote, maintain, and protect our brand and reputation, and offer a compelling user experience, our ability to attract new users and engage with our existing base of users will be impaired.

We believe that maintaining our brand and reputation will be critical to attracting new users and encouraging users to transact on our platform. In addition to targeted online marketing, we spend a considerable amount of resources on promoting our brand and reputation. For example, we have recently begun to invest in additional off-line marketing activities. Our brand promotion activities may not be successful or cost effective, and to the extent that these activities yield increased revenue, the increased revenue may not offset the expenses we incur. If we do not successfully drive brand awareness, we may fail to attract new users or increase engagement with existing users and our business may not grow or may decline, all of which could harm our business, financial condition, results of operations, and prospects.

Our ability to provide a high-quality user experience is also highly dependent on external factors over which we may have little or no control, including, without limitation, the reliability and performance of our merchants and third-party carriers. If our users are dissatisfied with the quality of the products sold on our platform, the customer service they receive or their overall user experience, or if our merchants or third-party carriers cannot deliver products to our users in a timely manner or at all, our users may stop purchasing products on our platform. Our users may also become dissatisfied with their user experience if they are unable to receive timely customer service, and because we rely in large part on an automated customer service system, it is possible our users could become dissatisfied with our customer service. We also rely on merchants for information, including product characteristics, descriptions, images, and availability that may be inaccurate or misleading. Our failure to provide our users with high-quality products and high-quality user experiences for any reason could substantially harm our reputation and adversely impact our efforts to develop Wish as a trusted brand, which could have a material adverse effect on our business, financial condition, results of operations, and prospects.

In addition, we may be subject to unfavorable publicity that would create a public perception that non-authentic, counterfeit, dangerous, illegal, or defective goods are sold on our platform, or that our policies and practices are insufficient to deter or respond to such conduct. Even if these claims are factually incorrect or based on isolated incidents, it could damage our reputation, diminish the value of our brand, draw governmental or regulatory scrutiny or action, undermine our trust and credibility, or have a negative impact on our ability to attract new users, or discourage our existing users from continuing to transact on our platform. We may also be subject to negative media regarding our privacy or cyber security practices, terms of service, product quality, litigation or regulatory activity, the sale of illicit or dangerous goods, other unauthorized actions by merchants on our platform, or the actions of other companies that provide similar services to ours, which may adversely affect our reputation, business, and financial results.

If we are unable to offer features and attract merchants to list products that keep pace with changing consumer preferences, our business, financial condition, and results of operations may be materially and adversely affected.

Constantly changing consumer preferences have affected and will continue to affect the ecommerce industry. We must stay ahead of emerging consumer preferences and anticipate product trends that will appeal to existing and potential users. Our users choose to purchase products due in part to the attractive prices that we offer, and they may choose to shop elsewhere if we cannot match the prices offered by other websites and platforms or by brick-and-mortar stores. If our users do not find our platform entertaining and are not shown desired products on our platform at attractive prices, they may lose interest in us, which in turn may materially and adversely affect our business, financial condition, and results of operations.

We rely on the Apple App Store and the Google Play Store to offer and promote our app. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions change to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, our business will suffer.

A significant portion of our users download our mobile app through the Apple App Store and the Google Play Store, and over 90% of our user activity and purchases occur on our mobile app.

We are subject to the policies and terms of service of these third-party platforms, which govern the promotion, distribution, content, and operation of our app on the platform. Each platform provider has broad discretion to change and interpret its terms of service and other policies with respect to us and other developers, and those changes may be unfavorable to us. A platform provider may also add fees associated with access to and use of its platform, alter how we are able to advertise on the platform, prevent our app from being offered on their platform, change how the personal information of its users is made available to application developers on the platform, or limit the use of personal information for advertising purposes.

If we violate, or a platform provider believes we have violated, its terms of service (or if there is any change or deterioration in our relationship with these platform providers), that platform provider could limit or discontinue our access to the platform. A platform provider may also object to content created by our merchants, such as drug paraphernalia or adult content, and our perceived distribution or advertisement of such content may cause a platform provider to view us in a negative light or take other adverse actions against us. For example, platform providers have warned application developers on their platform, including Wish, that providing content related to drug paraphernalia or adult content could cause such platform providers to remove the apps from their platforms. While we believe that we have complied with platform providers' requirements, they may introduce additional requirements in the future. If a platform provider establishes more favorable relationships with one or more of our competitors or such platform provider determines that we are a competitor, our access to a platform may be limited or discontinued entirely. Any limit or discontinuation of our access to any platform could adversely affect our business, financial condition, and results of operations.

In the past, some of these platforms have been unavailable for short periods of time. This and other changes, bugs, or technical system issues could degrade the user experience on our platform. There may also be changes to mobile hardware or software technology that make it more difficult for our users to access and use our platform on their mobile devices, which could adversely affect our user growth and user engagement. If any of these events recurs on a prolonged, or even short-term basis, or other similar issues arise that impact users' ability to access our app or use mobile devices, our business, financial condition, results of operations, or reputation may be harmed.

Our quarterly and annual operating results may fluctuate, which could cause our stock price to decline.

Our quarterly and annual operating results may fluctuate for a variety of reasons, many of which are beyond our control. These reasons include those described in this "Risk Factors" section as well as the following:

- the amount and timing of our sales and marketing costs;
- our user acquisition strategies;
- traffic on our platform;
- selling prices on our platform and the percentage of revenue we retain from the sale of products;
- mix of products listed on our platform;
- fraud, including the sale of counterfeit goods, and refunds, including our response to these areas;
- continued impact from COVID-19, including the effects of increased online activity and government stimulus programs;
- the level of merchant advertising on our platform;
- disruptions in supply or shipment of products listed on our platform, especially from China where most of our merchants are currently located;
- the actions of app stores and advertising platforms such as Facebook and Google;
- seasonality;
- fluctuations in exchange rates;
- the amount and timing of our other operating expenses;
- the impact of competitive developments and our response to those developments;
- changes in carrier policies and pricing and resulting higher logistics costs;
- actual or perceived disruptions or defects in our platform, such as data security breaches or outages;
- changes in laws and regulations that impact our business;
- changes in tax laws in the jurisdictions in which we operate; and
- general political, economic, and market conditions, particularly those affecting our industry.

Fluctuations in our quarterly and annual operating results may cause those results to fall below the expectations of analysts or investors, which could cause the price of our Class A common stock to decline. Fluctuations in our results could also cause a number of other problems. For example, analysts or investors might change their models for valuing our Class A common stock, we could experience short-term liquidity issues, our ability to retain or attract key personnel may diminish, and other unanticipated issues may arise.

In addition, we believe that our quarterly and annual operating results may vary in the future and that period-to-period comparisons of our operating results may not be meaningful. For example, our historical growth may have overshadowed the seasonal effects on our historical operating results. These seasonal effects may become more pronounced over time, which could also cause our operating results to fluctuate. You should not rely on the results of one quarter or one year as an indication of future performance.

If we lose the services of Peter Szulczewski, our founder, CEO, and Chairperson, or other members of our senior management team, we may not be able to execute our business strategy.

Our success depends in a large part upon the continued service of our founder, CEO, and Chairperson, Peter Szulczewski, who is critical to our vision, strategic direction, culture, products, and technology. The loss of our founder and CEO, even temporarily, could harm our business.

Additionally, we rely on the continued service of our senior management team, key employees, and other highly skilled personnel. The failure to properly manage succession plans, develop leadership talent, and/or the loss of services of senior management or other key employees, could significantly delay or prevent the achievement of our objectives. From time to time, there may be changes in our senior management team resulting from the hiring or departure of executives, which could disrupt our business. We do not have long-term employment agreements with any of our key personnel, and do not maintain any "key person" life insurance policies. The loss of the services of one or more of our senior management or other key employees for any reason could adversely affect our business, financial condition, results of operations, and our corporate culture, and require significant amounts of time, training and resources to find suitable replacements and integrate them within our business.

We rely on our merchants to provide a good experience to our users.

Negative publicity or sentiment as a result of complaints about merchants selling on our platform could reduce our ability to attract users, discourage users from making additional purchases on our platform, or otherwise damage our reputation. A perception that our levels of responsiveness and support for our users are inadequate could have similar results. In some situations, we may choose to reimburse users for their purchases to help avoid harm to our reputation, but we may not be able to recover the funds we expend for those reimbursements.

Disruptions in the operations of a substantial number of our merchants, to the extent they are caused by events that are beyond their control, such as interruptions in order or payment processing, transportation disruptions, natural disasters, pandemics, inclement weather, terrorism, public health crises, or political unrest, could result in negative experiences for a substantial number of our users, which could harm our reputation and adversely affect our business. For example, during the initial outbreak of COVID-19, our merchants based in China experienced supply interruptions and delivery delays. If there are subsequent or further increases in the number of COVID-19 outbreaks in China or elsewhere, our merchants may experience additional disruptions to their supply and restrictions on their ability to deliver products to our users in a timely manner, which could harm our business.

Our brand, reputation, and business may be harmed if merchants on our platform use unethical or illegal business practices, including the sale of hazardous, counterfeit, fraudulent, or illegal products, or if our policies and practices with respect to such sales are perceived or found to be inadequate, and we may be impacted by the unlawful activities of merchants on our platform.

It is important that both merchants and users have confidence in the transactions they are completing on our platform. Merchants on our platform have in the past, and may in the future, engage in illegal or unethical business practices. Allegations or findings of such illegal or unethical business practices by merchants on our platform could harm our brand, reputation, and business. Our policies promote legal and ethical business practices, such as prohibiting false or misleading selling information and the sale of hazardous, counterfeit, fraudulent, or illegal products. For example, our merchant terms explicitly prohibit any illegal activity by merchants including the listing or sale of illegal items and require

compliance with our policies. We maintain a suite of policies that educate merchants regarding items and practices that are explicitly prohibited from the platform, as well as the penalties for violations of our policies. We enforce these policies through the use of human and machine reviews as well as penalties for merchants if a violation of the policies is discovered. However, we do not control merchants or their business practices and cannot ensure their compliance with our policies. If merchants on our platform engage in illegal or unethical business practices or are perceived to do so, we may receive negative publicity and our brand and reputation may be harmed. If our policies are violated by merchants, or if our policies and practices or responses to such conduct are perceived as or found to be inadequate by regulators or law-enforcement agencies, it could harm our brand, reputation, and business, including by subjecting us to government inquiries, investigations, or enforcement actions, as well as potential civil or criminal liabilities, or requiring changes to our policies and practices with respect to illegal or unethical business practices that could lower our revenue, increase our costs, make our platform less user-friendly, or otherwise adversely impact our business. For example, during the initial outbreak of COVID-19, a small number of merchants created listings of personal protective equipment and other health-related products that regulators deemed to violate consumer protections related to pricing and advertising. Though these listings were posted by merchants in violation of our policies, Wish has received and expects to continue to receive inquiries and demands from regulators regarding these listings. We believe that we have responded to and resolved these particular inquiries and demands, but we frequently receive and respond to inquiries and demands from regulators and law-enforcement agencies, and we expect to continue to receive more inquiries and demands in the future.

Merchants on our platform have in the past, and may in the future, engage in fictitious transactions or collaborate with third parties in order to artificially inflate their sales records and search results rankings. Such activity may frustrate other merchants by enabling the perpetrating merchants to be favored over legitimate merchants, and may harm users by misleading them to believe that a merchant is more reliable or trustworthy than the merchant actually is. This activity may also result in inflated MAUs and other key metrics by which we measure our performance. Although we have implemented policies and practices to detect and penalize merchants who engage in fraudulent activities on our platform, there can be no assurance that such policies and practices will be effective in preventing fraudulent transactions. Any of these activities may adversely affect our brand, reputation, and business. If a governmental authority determines that we have aided and abetted the infringement or sale of counterfeit goods or if legal changes result in us potentially being liable for actions by merchants on our platform, we could face regulatory, civil, or criminal penalties. Successful claims by third-party rights owners could require us to pay substantial damages or refrain from permitting any further listing of the relevant items. These types of claims could force us to modify our business practices, which could lower our revenue, increase our costs, or make our platform less user friendly. Moreover, public perception that counterfeit or other unauthorized items are common in our platform, even if factually incorrect, could result in negative publicity and damage to our reputation and brand.

Our merchants rely on third-party carriers and transportation providers as part of the fulfillment process, and these third parties may fail to adequately serve our users.

We rely on merchants to properly and promptly prepare products ordered by our users for shipment and our logistics program relies on third-party carriers to deliver products as well as third parties to consolidate packages for shipping. Any failure by merchants to timely prepare such products for shipment or any delay by third-party carriers to deliver the products will have an adverse effect on the fulfillment of user orders, which could negatively affect the user experience and harm our business and results of operations. Any increase in shipping costs, any significant shipping difficulties, disruptions or delays, or any failure by our merchants to deliver products in a timely manner or to otherwise adequately serve our users, could damage our reputation and brand, and may harm our business. For example, in the first quarter of 2018, PostNord, the postal service in Sweden, suspended

delivery of packages coming from outside the European Union as it evaluated imposing processing fees and collection of taxes, which resulted in a decrease in sales in Sweden. In addition, during the initial outbreak of COVID-19, our cross-border logistics function was severely impacted in terms of both disrupted processing capabilities and increased costs, which resulted in a decrease in sales due to higher logistics costs and higher refund rates due to poor performance. Additionally, during the initial outbreak of COVID-19, our merchants based in China experienced supply interruptions and delivery delays.

Historically, our merchants in China have benefitted from lower shipping costs due to the Universal Postal Union Treaty ("UPU"). Certain expected changes to UPU postal rates that went into effect in July 2020 are likely to increase the shipping rates our merchants incur to ship products from China. The actions we have taken in our logistics program to mitigate these increased costs may not be successful over the long term. If there are increases in shipping costs, the sales price of products on our platform could increase, which could reduce the volume of transaction activity on our platform to decrease and may consequently have a negative impact on our results of operations.

If merchants on our platform experience any recalls, product liability claims, or government or user concerns about product safety with respect to products sold on our platform, our reputation and sales could be harmed.

Our merchants are subject to regulation by the U.S. Consumer Product Safety Commission and similar state and international regulatory authorities, and their products sold on our platform could be subject to involuntary recalls and other actions by these authorities. Concerns about product safety including concerns about the safety of products manufactured in developing countries, could lead to recalls of selected products sold on our platform. Recalls and government or user concerns about product safety could harm our reputation and reduce sales, either of which could have a material adverse effect on our business, results of operations, financial condition, and prospects.

Additionally, laws and regulations relating to platform liability, such as the EU's Market Surveillance Regulation, have been passed or implemented or are currently being considered by policymakers and regulators, which will place additional responsibilities on marketplaces to screen and monitor certain content or products. If these laws are passed or regulations implemented, we could be subject to product liability claims for products that are listed on our platform. Additionally, we may need to implement additional screening and monitoring systems in order to assess the products listed on our platform. These laws and regulations could cause our expenses to increase and require us to respond to product liability claims, which could have a material impact on our business and results of operations. Further, we may be subject to product liability claims where merchants lack sufficient assets or are not reachable, which could be costly to defend in the aggregate.

We generate a portion of our revenue from merchant advertising on our platform. A reduction in advertising spend by merchants could harm our business.

We have implemented new features on our platform, such as ProductBoost, which allow merchants to promote their listings to our users. In addition to generating revenue from merchants, these advertisements may also result in increased purchases by users. However, not all merchants on our platform may agree with us on the value of these new features and may not use ProductBoost, and some of our merchants could react negatively to these new features. During the initial outbreak of COVID-19, merchant advertising declined due to the shutdown of business activity in China. If we are unable to monetize existing and new features for merchants, it could have a significant impact on our business, financial condition, and prospects.

We plan to continue our efforts to improve our logistics programs and enable faster and more reliable delivery in order to help grow our business and generate revenue, but those efforts may not be effective.

We have worked to improve our logistics programs and to streamline our processes in order to provide a more consistent and reliable experience for our users through programs such as Wish Express and Wish Local. However, we still rely on third-party carriers for delivery and we are still in the process of establishing reliable long term agreements with such carriers both in the United States and worldwide. If we are not able to negotiate acceptable pricing, service level requirements, and other terms with these carriers, or these carriers experience performance problems or other issues, it could negatively impact our results of operations and our users' experience. For example, due to COVID-19, global logistics has experienced longer delivery times.

We have also recently developed and experimented with different logistics programs in order to monetize our logistics platform. This is a relatively new business initiative for us. If we are unable to consistently generate revenue from our logistics platform or offer logistics services that are appealing to merchants and users, or if changes in carrier policies and pricing result in higher logistics costs, it could have a material impact on our business, financial condition, and prospects.

Building out our Wish Local program may be costly and time intensive and we may not receive the expected benefits.

In 2019, we introduced Wish Local, a program that develops partnerships with local brick-and-mortar stores that can serve as local pickup and delivery locations for users' orders. In addition, Wish Local merchants can sign up to our Sell on Wish feature and upload their in-store inventory on Wish for local pick-up or delivery. The process of reaching out to and entering into relationships with these retailers can be time intensive and costly because we must evaluate and approve each retailer individually prior to them becoming part of the Wish Local program. Therefore, growing Wish Local may be more expensive and time consuming than we have estimated. Also, users may not use the Wish Local program as much as we expect, which would delay or prevent any expected benefits. For example, users may curtail their use of Wish Local due to health concerns regarding COVID-19 or stay-at-home mandates, which could slow growth of this program.

Our terms of service require Wish Local retailers to meet certain service level requirements with respect to holding and delivering Wish orders to users. If these retailers do not comply with these service level requirements, our reputation may be harmed. Additionally, we may need to implement monitoring systems to confirm that the Wish Local retailers are complying with service level requirements and to prevent fraudulent activities by these retailers. Implementing these systems may prove to be costly and time intensive.

Seasonality may cause fluctuations in our operating results.

Our operating results are seasonal in nature because our transaction volume is affected by traditional retail selling periods that impact sales on our platform. Our historical growth may have reduced or outweighed seasonal effects on our past financial results. However, seasonal effects may become more pronounced over time, which could cause fluctuations in our financial results. For example, sales on our platform have historically peaked in the fall and user activity begins to slow down in December as it may be too late to place orders for holiday delivery. Additionally, we have experienced some slowdown in merchant activity in late January or early February due to our China-based merchants celebrating the Chinese New Year holiday.

We face intense competition, the market in which we operate is rapidly evolving, and if we do not compete effectively, our results of operations and financial condition could be harmed.

Our market is highly competitive and characterized by rapid changes in technology and consumer sentiment. Competition in our industry has intensified, and we expect this trend to continue as the list of our competitors grows. This competition, among other things, affects our ability to attract new users and engage our existing users.

We compete with ecommerce platforms and other retailers for merchants on our platform and merchants can list their goods on a number of ecommerce platforms, such as Amazon.com, Alibaba, and Shopify.

There are various factors that affect how merchants engage with our platform, including:

- the number and engagement of users on our platform;
- our fees;
- our brand awareness;
- our reputation;
- the quality of our services; and
- the functionality of our platform.

We also compete with retailers for the attention of users. A user has the choice of shopping with any online or offline retailer, whether large marketplaces, such as Amazon.com, Alibaba, and Shopify, as well as more traditional discount retailers, such as Walmart and Target, and discount retailers that offer heavily discounted and off-season merchandise, such as Dollar General and TJ Maxx, or local stores or other venues or marketplaces. Many of these competitors offer low-cost or free shipping, fast shipping times, favorable return policies, and other features that may be difficult or impossible for our merchants to match.

There are various factors that affect how users engage with our platform, including:

- our brand awareness and recognition;
- our reputation;
- the prices of goods sold on our platform;
- the functionality of our platform;
- ease of payment;
- shipping terms; and
- the breadth of the products sold on our platform.

Some of our competitors have, and potential competitors may have, longer operating histories, greater financial, technical, marketing, institutional and other resources, faster shipping times, lower-cost shipping, larger databases, greater name and brand recognition, or a larger base of users or merchants than we do. For example, Google or Facebook could enter the ecommerce space and they have significantly more resources and users than we do. They may devote greater resources to the development, marketing, and promotion of their services than we do, and they may offer lower pricing or free shipping to the users on their platforms. These factors may allow our competitors to derive greater revenue and profits from their existing user and merchant bases, acquire users at lower costs or respond more quickly than we can to new or emerging technologies and changes in trends and

consumer shopping behavior. If we are unable to compete successfully, or if competing successfully requires us to expend greater resources, our financial condition and results of operations could be adversely affected.

We have a limited operating history at our current scale, which may make it difficult to evaluate our business and future prospects.

We began commercial operations in 2010 and have a limited history of generating revenue at our current scale. As a result of our relatively short operating history at our current scale, we have limited financial data that can be used to evaluate our business and future prospects. Any evaluation of our business and prospects must be considered in light of our limited operating history, which may not be indicative of future performance. Because of our limited operating history, we face increased risks, uncertainties, expenses, and difficulties, including the risks and uncertainties discussed in this section.

We have a history of operating losses and we may not achieve or maintain profitability in the future.

Since our inception in 2010, we have incurred net losses each year. We incurred net losses of $207 million, $208 million, and $129 million for the years ended December 31, 2017, 2018, and 2019, respectively, and a net loss of $176 million for the nine months ended September 30, 2020. As of September 30, 2020, we had an accumulated deficit of approximately $1.6 billion. We may not achieve or maintain profitability in the future. Our operating expenses may continue to increase in the future as we increase our efforts to expand our user base, continue to invest in the research and development of our technologies and service offerings and begin to operate as a public company. These efforts may be more costly than we expect and we may not be able to increase our revenue to offset our operating expenses. Our revenue growth slowed for the year ended December 31, 2019 and may slow again, or our revenue may decline for a number of other possible reasons, including increased competition, a decrease in the growth or reduction in size of our overall market, or if we fail for any reason to capitalize on growth opportunities.

If we fail to effectively manage our growth, our business, financial condition, and operating results could be harmed.

We have experienced rapid growth in our business, in the number of merchants and users, and the number of countries in which we have merchants and users, and we plan to continue to grow in the future, both in the United States and abroad. Our recent and historical growth should not be considered indicative of our future performance. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks adequately, our financial condition and operating results could differ materially from our expectations, our growth rates may slow, and our business would be adversely impacted.

Additionally, the growth of our business places significant demands on our management team and pressure to expand our operational and financial infrastructure. For example, we may need to continue to develop and improve our operational, financial and management controls and enhance our reporting systems and procedures. If we do not manage our growth effectively, the increases in our operating expenses could outpace any increases in our revenue and our business could be harmed.

Use of social media, emails, and text messages may adversely impact our reputation or subject us to fines or other penalties.

We use social media, emails, and text messages as part of our omnichannel approach to marketing. As laws and regulations rapidly evolve to govern the use of these channels, the failure by

us, our employees or third parties acting on our behalf or at our direction to abide by applicable laws and regulations in the use of these channels could adversely affect our reputation or subject us to fines, other penalties, or lawsuits. Although we continue to update our practices as these laws change over time, we may be subject to lawsuits alleging our failure to comply with such laws. In addition, our employees or third parties acting on our behalf or at our direction may knowingly or inadvertently use social media, including through advertisements, in ways that could lead to the loss or infringement of intellectual property, as well as the public disclosure of proprietary, confidential, or sensitive personal information of our business, employees, users, merchants, or others. Any such inappropriate use of social media, emails, and text messages could also cause reputational damage.

Our users may engage with us online through social media platforms, including Facebook, Instagram, and Twitter, by providing feedback and public commentary about all aspects of our business. Information concerning us or our merchants, whether accurate or not, may be posted on social media platforms at any time and may have a disproportionately adverse impact on our brand, reputation, or business. The harm may be immediate without affording us an opportunity for redress or correction and could have a material adverse effect on our business, results of operations, financial condition, and prospects.

We are subject to payment-related risks.

Our users can pay for purchases using a variety of methods, including through credit cards or through various third-party payment processors, and we pay our merchants through a variety of methods. If these service providers do not perform adequately or if our relationships with these service providers were to terminate, our users' ability to place orders, and our merchants' ability to receive orders or payment could be adversely affected and our business could be harmed. For example, in 2014, PayPal temporarily suspended processing payments on our platform as a result of concerns related to products listed on our platform. If a third-party payment processor suspends service or has significant outages in the future and we do not have alternative payment processors in place or are unable to provide our own solution, our business could be harmed. In addition, if our third-party providers increase the fees they charge us, our operating expenses could increase. If we respond by increasing the fees we charge to our merchants, some merchants may stop listing new items for sale or even close their accounts altogether.

The laws and regulations related to payments are complex, evolving, subject to change and vary across different jurisdictions in the United States and globally. Any failure or claim of our failure to comply, or any failure by our third-party payment processors to comply, could cost us substantial resources and could result in liabilities. Further, through our agreements with our third-party payment processors, we are indirectly subject to payment card association operating rules, and certification requirements, including the Payment Card Industry Data Security Standard, which are subject to change. Failure to comply with these rules and certification requirements could impact our ability to meet our contractual obligations with our third-party payment processors and could result in potential fines. We are also subject to rules governing electronic funds transfers. Any change in these rules and requirements could make it difficult or impossible for us to comply. In addition, similar to a potential increase in costs from third-party providers described above, any increased costs associated with compliance with payment card association rules could lead to increased fees for our merchants, which may negatively impact our markets.

We track certain performance metrics with internal tools and do not independently verify such metrics. Certain of our performance metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.

We calculate and track performance metrics with internal tools, which are not independently verified by any third-party. While we believe our metrics are reasonable estimates of our user or

merchant base for the applicable period of measurement, the methodologies used to measure these metrics require significant judgment and may be susceptible to algorithm or other technical errors. For example, user accounts are based on email addresses, and a user could use multiple email addresses to establish multiple accounts, and merchants in many instances will have multiple accounts. As a result, the data we report may not be accurate. Our internal tools and processes we use to identify multiple accounts or fraudulent accounts have a number of limitations, and our methodologies for tracking key metrics may change over time, which could result in unexpected changes to our metrics, including historical metrics. Our ability to recalculate our historical metrics may be impacted by data limitations or other factors that require us to apply different methodologies for such adjustments and we generally do not intend to update previously disclosed metrics for any such changes. Though we regularly review our processes for calculating metrics and may adjust our processes for calculating metrics to improve their accuracy, limitations or errors with respect to how we measure data (or the data that we measure) may affect our understanding of certain details of our business, which could affect our longer term strategies. If our performance metrics are not accurate representations of our business, user or merchant base, or traffic levels; if we discover material inaccuracies in our metrics; or if the metrics we rely on to track our performance do not provide an accurate measurement of our business, user or merchant base or traffic levels, we may not be able to effectively implement our business strategy, our reputation may be harmed, and our operating and financial results could be adversely affected.

Our merchants, platform partners, and investors rely on our key metrics as a representation of our performance. If these third parties do not perceive our user metrics to be accurate representations of our user base or user engagement, or if we discover material inaccuracies in our user metrics, our reputation may be harmed and merchants may be less willing to sell on our platform, which could negatively affect our business, financial condition, or results of operations.

We must develop new offerings to respond to our users' and merchants' changing needs.

Our industry is characterized by rapidly changing technology, new service and product introductions, and changing user and merchant demands.

Our users and merchants may not be satisfied with our new platform offerings or perceive that the new offerings do not respond to their needs. Developing new offerings is complex, and the timetable for commercial release is difficult to predict and may vary from our historical experience. As a result, the introduction of new offerings may occur after anticipated or announced release dates. In addition, new offerings could require us to comply with additional governmental regulations. Our new offerings also may bring us more directly into competition with companies that are better established or have greater resources than we do.

If we do not continue to cost-effectively develop new offerings that satisfy our users or merchants, then our competitive position and growth prospects may be harmed. In addition, new offerings may have lower margins than existing offerings and our revenue may not grow enough as a result of the new offerings to offset the cost of developing them.

If we fail to maintain, expand, and diversify our relationships with merchants, our revenue and results of operations will be harmed.

We rely on our merchants to offer products that appeal to our existing and potential users at attractive prices. Our ability to provide popular products on our platform at attractive prices depends on our ability to develop mutually beneficial relationships with our merchants. For example, we rely on our merchants, most of whom are based in China, to make available sufficient inventory and fulfill large volumes of orders in an efficient and timely manner to ensure a positive user experience. Merchants

can leave our platform at any time, so we may experience merchant attrition in the ordinary course of business resulting from several factors, such as losses to competitors, perception that marketing on our platform is ineffective, reduction in merchants' marketing budgets, and the penalties we impose on merchants for failing to comply with our policies. We have had, and may continue to have, disputes with merchants with respect to their compliance with our delivery requirements, quality control policies and measures, and the penalties imposed by us for violation of these policies or measures from time to time, which may cause them to be dissatisfied with our platform or to legally challenge the enforceability of our terms. If we experience significant merchant attrition, or if we are unable to attract new and geographically-diverse merchants, our revenue and results of operations may be materially and adversely affected. For example, during the initial outbreak of COVID-19, many of our merchants based in China were adversely impacted, which had a negative impact on the supply of inventory on our marketplace. In addition, our agreements with merchants also typically do not restrict them from establishing or maintaining business relationships with our competitors.

Failure to deal effectively with fraudulent activities on our platform would increase our loss rate and harm our business, and could severely diminish merchant and user confidence in and use of our services.

We have in the past incurred and may in the future incur losses from various types of fraud, including stolen credit card numbers, claims that a user did not authorize a purchase, merchant fraud, and users who have closed bank accounts or have insufficient funds in open bank accounts to satisfy payments. We face risks with respect to fraudulent activities on our platform and periodically receive complaints from users who may not have received the products that they had contracted to purchase. In some European and Asian jurisdictions, users may also have the right to cancel a sale made by a merchant within a specified time period and for any reason. Although we have implemented measures to detect and reduce the occurrence of fraudulent activities, combat bad user experiences, and increase user satisfaction, including evaluating merchants on the basis of their transaction history and restricting or suspending their activity, there can be no assurance that these measures will be effective in combating fraudulent transactions or improving overall satisfaction among merchants, users, and other participants. Additional measures to address fraud could negatively affect the attractiveness of our services to users or merchants, resulting in a reduction in our ability to attract new users or continue to engage current users, damage to our reputation, or a diminution in the value of our brand.

Additionally, under current credit card practices, we are liable for fraudulent credit card transactions because we do not obtain a cardholder's signature, which results in chargebacks made to our users that we are not able to collect from our merchants. We do not currently carry insurance against this risk. We face the risk of significant losses from this type of fraud as our net sales increase and as we continue to expand globally. Our failure to adequately control fraudulent credit card transactions could damage our reputation and brand and substantially harm our business, results of operations, financial condition, and prospects.

We also accept payments for many of our sales through credit and debit card transactions, which are handled through third-party payment processors. As a result, we are subject to a number of risks related to credit and debit card payments, including that we pay interchange and other fees, which may increase over time and could require us to either increase the prices for products or absorb an increase in our costs and expenses. In addition, as part of payment processing, our users' credit and debit card information is transmitted to our third-party credit card payment processors. We may in the future become subject to lawsuits or other proceedings for purportedly fraudulent transactions arising out of the actual or alleged theft of our users' credit or debit card information if the security of our third-party credit card payment processors is breached. We and our third-party credit card payment processors are also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or

impossible for us to comply. If we or our third-party credit card payment processors fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from our users in addition to the consequences that could arise from such action or inaction violating applicable privacy, data protection, data security and other laws as outlined above, and there may be an adverse impact on our business, results of operations, financial condition, and prospects.

The COVID-19 pandemic may adversely affect our business and results of operations.

On March 12, 2020, the World Health Organization declared COVID-19 to be a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries, including the United States, have imposed unprecedented restrictions on travel and business operations, and there have been business closures and a substantial reduction in economic activity in countries that have had significant outbreaks of COVID-19.

Our operations and performance depend significantly on global and regional economic conditions, and the outbreak of COVID-19 has had a significant negative effect on global and regional economies. Further, the ability of our merchants to offer products and make available sufficient inventory in an efficient manner may be adversely affected by the health impacts, travel restrictions, required social distancing, and other governmental mandates due to COVID-19, which could negatively impact our users' experience and cause our revenue and reputation to decline. Additionally, due to the economic impacts caused by COVID-19, consumer discretionary spending has been adversely affected, which may cause the demand for the products available on our platform to be reduced and our revenue to decline.

We are conducting business with substantial restrictions, such as remote working and limited to no employee travel, among other modifications. While our business occurs over an online platform, which allows us to support our merchants and users virtually, we cannot be certain that our ability to service our merchants and users will not be adversely affected by COVID-19.

We saw increased delivery times due to COVID-19 as the supply chain was disrupted and we experienced a reduction in the number of merchants on our platform. During this time, we temporarily shifted from air to ocean transport, which increased delivery times and also led to an increase in refunds. While the number of merchants on our platform has recovered due to the reopening of the economy in China, we continue to see moderate disruption in the supply chain that is affecting delivery times.

We benefited from greater mobile usage and less competition from physical retail as a result of shelter-in-place mandates. We also benefited from increased user spending due to U.S. government stimulus programs. However, such stimulus programs have been reduced recently, which may adversely affect user spending. We cannot assure you that increased levels of mobile commerce will continue when COVID-19 has subsided or otherwise, or that the U.S. government will offer additional stimulus programs.

The global outbreak of COVID-19 continues to rapidly evolve, especially as COVID-19 cases and corresponding government actions responsive to COVID-19 have recently increased again in certain parts of the world. The extent to which COVID-19 may impact our business will depend on future developments, which are highly uncertain and cannot be predicted with confidence, the duration of the pandemic, travel restrictions, social distancing requirements, changes to consumer ecommerce activity in response to evolving governmental mandates that impact brick-and-mortar stores such as business closures or other governmental or business disruptions, global unemployment rates, and the effectiveness of actions taken in the United States and other countries to prevent, contain, and treat
the disease. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Impact of the COVID-19 Pandemic" for a further discussion of the impact of the COVID-19 pandemic on our business.

Our pricing strategies may not meet users' price expectations or result in net income (loss), and laws and regulations could negatively impact the effectiveness of our model.

Our pricing strategies have had, and may continue to have, a significant impact on our revenue and net income (loss). In addition to offering discounted prices and shipping as a means of attracting users and encouraging repeat purchases, we use dynamic pricing, where pricing varies depending on factors such as user location and demand, which is intended to maximize volume and revenue and allows us to offer a variety of promotions and discounts. Such offers and discounts, however, may reduce our revenue and margins. In the future, laws applicable to data protection, consumer protection, and artificial intelligence may change in a manner that limits our ability to employ dynamic pricing. In addition, our competitors' pricing and marketing strategies are beyond our control and can significantly affect the results of our pricing strategies. If our pricing strategies, which may evolve over time, fail to meet our users' price expectations or fail to result in increased margins, or if we are unable to compete effectively with our competitors if they engage in aggressive pricing strategies or other competitive activities, it could have a material adverse effect on our business.

Our refund policies may adversely affect our results of operations.

We have adopted user-friendly refund policies that make it convenient and easy for users to receive a refund after completing purchases. These policies are designed to improve users' shopping experience and promote user loyalty, which in turn help us acquire and engage our existing users. However, these policies also subject us to additional costs and expenses which we may not recoup through increased revenue. We may also be required by law to adopt new or amend existing refund policies from time to time. These policies also make us more susceptible to misuse and if our refund policy is misused by a significant number of users, our costs may increase significantly, and our results of operations may be materially and adversely affected. If we revise these policies to reduce our costs and expenses, our users may be dissatisfied, which may result in loss of existing users or failure to acquire new users at a desirable pace or cost, which may materially and adversely affect our results of operations.

Our ability to recruit and retain employees is important to our success.

Our future performance depends on our employees, including key engineering and product development personnel. Competition for key personnel is intense, especially in the San Francisco Bay area where our corporate headquarters are located, and we may be unable to successfully attract, integrate, or retain sufficiently qualified key personnel. In making employment decisions, particularly in the Internet and high-technology industries, job candidates often consider the value of the equity awards they would receive in connection with their employment and fluctuations in our stock price may make it more difficult to attract, retain, and motivate employees.

The forecasts of market opportunity and market growth included in this prospectus may prove to be inaccurate, and, even if these forecasts materialize, we cannot assure you our business will grow at similar rates, if at all.

Estimates of market opportunity and forecasts of market growth are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate, including due to the recent impacts from COVID-19. The estimates in this prospectus of the size of the markets that we may be able to address and the forecasts in this prospectus relating to the expected growth in ecommerce and other markets are subject to many assumptions and may prove to be inaccurate. These markets may not grow at the rates that we forecast. We may not grow our business at similar rates, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the estimates of market opportunity and forecasts of market growth included in this prospectus should not be taken as indicative of our future growth.

We rely on consumer discretionary spending and may be adversely affected by economic downturns and other macroeconomic conditions or trends.

Macroeconomic conditions may adversely affect our business. If general economic conditions deteriorate globally or in specific markets where we operate, consumer discretionary spending may decline and demand for products available in our platform may be reduced. For example, we benefited from increased user spending due to U.S. government stimulus programs. However, such stimulus programs have been reduced recently, which may adversely affect user spending. We cannot assure you that the U.S. government will offer additional stimulus programs once the COVID-19 pandemic has subsided or otherwise. A decrease in consumer discretionary spending would cause sales in our platform to decline and adversely impact our business.

We face risks relating to the inventory we purchase ourselves.

We directly purchase, on a very limited basis, some of the products that we sell on our platform. We assume the inventory damage, theft, and obsolescence risks, as well as product safety and price erosion risks for products that we purchase directly. These risks could become more significant in the future if we increase the amount of inventory that we purchase. These risks could also become more significant depending on the types of product we hold in our inventory, such as products that are subject to seasonality, changes in consumer preferences, rapid technological change, obsolescence, and price erosion. If we choose to carry significant levels of inventory in the future, any one of these inventory risks could adversely affect our operating results.

Unfavorable changes or failure by us to comply with evolving internet and ecommerce regulations could substantially harm our business and operating results.

We are subject to general business regulations and laws as well as regulations and laws specifically governing the internet and ecommerce. These regulations and laws may involve taxes, privacy and data security, consumer protection, the ability to collect and/or share necessary information that allows us to conduct business on the internet, marketing communications and advertising, content protection, electronic contracts, or gift cards. Furthermore, the regulatory landscape impacting internet and ecommerce businesses is constantly evolving. Any failure, or perceived failure, by us to comply with any of these laws or regulations could result in damage to our reputation, a loss in business and proceedings, or actions against us by governmental entities or others, which could impact our operating results.

Our business could suffer if we are unsuccessful in making, integrating, and maintaining any future acquisitions and investments.

We may acquire businesses or technologies in the future. Integrating an acquired business or technology is difficult and can be risky. These potential and completed transactions create risks such as:

- disruption of our ongoing business, including loss of management focus on existing businesses;
- the difficulty of integrating new businesses and technologies into our infrastructure; and
- the risks associated with assuming liabilities related to the activities of the acquired business before and after the acquisition, including liabilities for violations of laws and regulations, commercial disputes, cyberattacks, taxes, and other matters.

Moreover, acquisitions may divert management's time and focus from operating our business. Acquisitions also may require us to spend a substantial portion of our available cash, issue stock, incur debt or other liabilities, amortize expenses related to intangible assets, or incur write-offs of goodwill or other assets. Also, acquisitions could be viewed negatively by analysts, investors, merchants, or our users and the anticipated benefit of any future acquisition may not materialize.

Furthermore, in November 2020, we entered into a five-year $280 million senior secured revolving credit facility (the "Revolving Credit Facility") with JPMorgan Chase Bank, N.A. and the other parties thereto. The Credit Facility restricts our ability to pursue certain transactions that we may believe to be in our best interest. Additionally, future acquisitions or dispositions could result in potentially dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities or amortization expenses or write-offs of goodwill, any of which could harm our financial condition. We cannot predict the number, timing or size of future joint ventures or acquisitions, or the effect that any such transactions might have on our operating results and financial condition.

We may be involved in litigation matters or other legal proceedings that are expensive and time consuming.

We may become involved in litigation matters, including class action lawsuits and lawsuits relating to intellectual property and product liability, whether for our own products or those offered by merchants. Any lawsuit to which we are a party, with or without merit, may result in an unfavorable judgment. We also may decide to settle lawsuits on unfavorable terms. Any such negative outcome could result in payments of substantial damages or fines, damage to our reputation, loss of rights, or adverse changes to our offerings or business practices. Any of these results could adversely affect our business. In addition, defending claims is costly and can impose a significant burden on our management.

From time to time, we are subject to investigations, demands, litigation and other proceedings involving consumer protection and data protection authorities or other regulatory agencies, including, in particular, in Europe and Asia. These proceedings can result in orders, fines and penalties. For example, as a result of the initial outbreak of COVID-19, consumer protection authorities demanded rapid and decisive changes in the way that we screen and handle product listings that potentially violate various laws, including emergency price caps on certain items. Implementing these requests or defending against any associated fines could prove expense and time consuming and negatively affect our results of operations and financial condition.

Additionally, the market price of our Class A common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

Risks Related to our International Operations

Economic tension between the United States and China, or between other countries, may intensify and the United States, China, or other countries may adopt drastic measures in the future that impact our business.

Our merchants source a large percentage of the products we list on our platform from China and other countries outside the United States. Additionally, most of our merchants, and some of our operations, are located in China, making the price and availability of products on our platform susceptible to international trade risks and other international economic conditions.

If the U.S. government imposes tariffs or other economic measures that directly or indirectly increase the price of products its imports and that we list on our platform, the increased prices could have a material adverse effect on our financial results and business. For example, the United States has recently threatened more restrictive trade terms with China and other countries, leading to the imposition, or announcement of future imposition, of substantially higher U.S. Section 301 tariffs on roughly $500 billion of imports from China. In response, China imposed or proposed new or

higher tariffs on U.S. exports. The effects of the recently imposed and proposed tariffs are uncertain because of the dynamic nature of governmental action, relations and responses. Further escalation of trade tensions between the United States and its trading partners, especially China, could result in long-term changes to global trade, including retaliatory trade restrictions that restrict the international flow of products. We cannot predict what actions may ultimately be taken with respect to tariffs or trade relations between the United States and China or other countries, what products may be subject to such actions, or what actions may be taken by the other countries in retaliation. Any alterations to our business strategy or operations made in order to adapt to or comply with any such changes would be time-consuming and expensive, and certain of our competitors may be better suited to withstand or react to these changes.

Additionally, the U.S. government has recently indicated that it may restrict the operation and access of certain China-based companies, which include TikTok and WeChat, in the United States and other countries have indicated taking similar actions. In response, government authorities in China, or elsewhere, may seek to restrict access and operation of U.S. companies. Most of our merchants and some of our operations are located in China, and if our activities were restricted in China, our platform, our business, financial condition, and results of operations would be adversely affected.

We are not able to predict future economic policy of the United States, China, or of any foreign countries in which we operate. The adoption and expansion of restrictions, including restrictions on access to apps and other platforms, cross-border data transfers, tariffs, or other governmental action related to economic policies, has the potential to adversely impact our business, operational results and financial position.

Certain aspects of our business relating to the provision of financial services are subject to government regulation and oversight.

Many jurisdictions in which we operate have laws that govern financial services activities. Regulators in certain jurisdictions may determine that certain aspects of our business are subject to these laws and could require us to obtain licenses to continue to operate in such jurisdictions. For example, if we are deemed to be a money transmitter as defined by applicable regulation, we could be subject to certain laws, rules and regulations enforced by multiple authorities and governing bodies in the United States and abroad. If we are found to be a money transmitter under any applicable regulation and we are not in compliance with such regulations, we may be subject to fines or other penalties in one or more jurisdictions levied by federal or state or local regulators, including state Attorneys General, as well as those levied by foreign regulators. In addition to fines, penalties for failing to comply with applicable rules and regulations could include criminal and civil proceedings or other enforcement actions. We could also be required to make changes to our business practices or compliance programs as a result of regulatory scrutiny.

One of our subsidiaries, ContextLogic B.V., has applied for a payments institution license with its competent authority, De Nederlandsche Bank. This license would permit ContextLogic B.V. to provide payment services (including acquiring and executing payment transactions, as referred to in the Revised Payment Services Directive (2015/2366/EU)) in the Netherlands. In addition, ContextLogic B.V., once licensed, intends to provide such services on a cross-border passport basis into other countries within the European Economic Area (the "EEA").

We continue to evaluate our options for seeking additional licenses in several other jurisdictions to optimize our payment solutions and support the future growth of our business. We could be denied such licenses, have existing licenses revoked, or be required to make significant changes to our business operations before being granted such licenses. If we are denied licenses or such licenses are revoked, we may be forced to cease or limit business operations in certain jurisdictions, including in the

EEA, and even if we are able to obtain such licenses, we could be subject to fines or other enforcement action, or stripped of such licenses, if we are found to violate the requirements of such licenses. Such regulatory actions, or the need to obtain regulatory approvals, could impose significant costs and involve substantial delay in payments we make in certain local markets, any of which could adversely affect our business, financial condition, or operating results.

In addition, laws related to money transmission and online payments are evolving, and changes in such laws could affect our ability to provide payment processing on our platform in the same form and on the same terms as we have historically, or at all. For example, changes to the EU Payment Services Directive caused aspects of our payment operations in the EEA to fall within the scope of European payments regulation. As a result, ContextLogic B.V. is directly subject to financial services regulations (including those relating to anti-money laundering, terrorist financing, and sanctioned or prohibited persons) in the Netherlands and in other countries in the EEA where it conducts business. In addition, as we evolve our business or make changes to our business structure, we may be subject to additional laws or requirements related to money transmission, online payments and financial regulation. These laws govern, among other things, money transmission, prepaid access instruments, lending, electronic funds transfers, anti-money laundering, counter-terrorist financing, banking, systemic integrity risk assessments, cyber security of payment processes, and import and export restrictions. Our business operations may not always comply with these financial laws and regulations. Historical or future non-compliance with these laws or regulations could result in significant criminal and civil lawsuits, penalties, forfeiture of significant assets or other enforcement actions. Costs associated with fines and enforcement actions, as well as reputational harm, changes in compliance requirements or limits on our ability to expand our product offerings, could harm our business.

Further, our payment system is susceptible to illegal and improper uses, including money laundering, terrorist financing, fraudulent sales of goods or services and payments to sanctioned parties. We have invested and will need to continue to invest substantial resources to comply with applicable anti-money laundering, counter-terrorism, and sanctions laws, and in the EEA to conduct appropriate risk assessments and implement appropriate controls once licensed as a regulated payments institution. Government authorities may seek to bring legal action against us if our payment system is used for improper or illegal purposes or if our enterprise risk management or controls in the EEA are not adequately assessed, updated, or implemented, and any such action could result in financial or reputational harm to our business. Additionally, some of our merchants use applications, such as WeChat, for transmitting payments and communicating with us. If any of these payments applications were limited or banned by governmental authorities, certain payments could be delayed or our communications with merchants could be adversely impacted.

We are subject to customs and international trade laws that could require us to incur increased costs or could result in a delay in getting products to users, which may limit our growth and cause us to suffer reputational damage.

Our business is conducted worldwide, with goods imported from and exported to a substantial number of countries. The vast majority of products sold on our platform are shipped internationally. We are subject to numerous regulations, including customs and international trade laws that govern the importation, exportation, and sale of goods. In addition, we face risks associated with trade protection laws, policies and measures and other regulatory requirements affecting trade and investment, including loss or modification of exemptions for taxes and tariffs, imposition of new tariffs and duties, and import and export licensing requirements in the countries in which we operate. If these laws or regulations were to change or were violated by our management, employees or merchants, we could experience delays in shipments of our goods, be subject to fines or penalties, or suffer reputational harm, which could reduce demand for our services and negatively impact our results of operations.

Legal requirements are frequently changed and subject to interpretation, and we are unable to predict the ultimate cost of compliance with these requirements or their effects on our operations. We may be required to make significant expenditures to comply with existing or future laws and regulations, which may increase our costs and materially limit our ability to operate our business. In addition, changes to legal requirements can create delays in the introduction and sale of our products and services, or in some cases, prevent the export or import or our products and services to certain countries, governments, or persons altogether.

We rely on the free flow of goods through open and operational ports worldwide. Labor disputes or other disruptions at ports create significant risks for our business, particularly if work slowdowns, lockouts, strikes, or other disruptions occur. Any of these factors could result in reduced sales or canceled orders, which may limit our growth and damage our reputation and may have a material adverse effect on our business, results of operations, financial condition, and prospects.

Our international operations are subject to increased risks.

There are inherent risks in doing business internationally, including:

- expenses associated with localizing our products and services and user data, including offering our users and merchants the ability to transact business in the local currency and language, and adapting our platform to local preferences;
- challenges to enforceability in some foreign jurisdictions of so-called “clickwrap” contracts with our customers, merchants and Wish Local retailers;
- trade barriers and changes in trade regulations;
- difficulties in developing, staffing, and simultaneously managing a large number of varying foreign operations as a result of distance, language, and cultural differences;
- stringent local labor laws and regulations;
- credit risk and higher levels of payment fraud;
- laws or regulations related to the import or export of goods alleged to violate third-party intellectual property rights;
- political or social unrest, economic instability, repression, or human rights issues;
- geopolitical events, including natural disasters, public health issues, acts of war, and terrorism;
- compliance with U.S. laws such as the Foreign Corrupt Practices Act and foreign laws prohibiting corruption, U.S. and foreign economic and trade sanctions laws, and U.S. and foreign laws designed to combat money laundering and the financing of terrorist activities;
- antitrust and competition regulations;
- potentially adverse tax developments and consequences;
- economic uncertainties relating to sovereign and other debt;
- different, uncertain, or more stringent user protection, data protection, data collection, privacy, payments, advertising, pricing, and other laws;
- limitations by governmental authorities on transmission of privacy information and other data between countries, whether from the United States or other jurisdictions;
- restrictions on sales or distribution of certain products or services and uncertainty regarding liability for products, services, content, including uncertainty as a result of less internet-friendly legal systems, local laws, lack of legal precedent, and varying rules, regulations, and practices;

- risks related to other government regulation or required compliance with local laws;
- national or regional differences in macroeconomic growth rates; and
- local licensing and reporting obligations.

Violations of the complex foreign and U.S. laws and regulations that apply to our international operations may result in litigation, fines, criminal actions, or sanctions against us, our officers, or our employees; prohibitions on the conduct of our business; and damage to our reputation. Although we have implemented policies and procedures designed to promote compliance with these laws, there can be no assurance that our employees, contractors, or agents will not violate our policies. These risks inherent in our international operations and expansion increase our costs of doing business internationally and could harm our business.

We face exposure to foreign currency exchange rate fluctuations.

Our sales to users are denominated in local currencies, primarily in U.S. dollars and Euros, and we pay our merchants in China for products sold on our platform in Renminbi ("RMB"), a few weeks after sales are completed, which creates exposure to currency rate fluctuations during that time. Additionally, our operating expenses are denominated in the currencies of the countries in which our operations are located, and may be subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the RMB. We do not generally hedge foreign exchange risk, and therefore, our results of operations have in the past, and will in the future, fluctuate due to movements in exchange rates. In addition, a weakening U.S. dollar will typically adversely affect the volume of goods being sold by foreign merchants to users in the United States more than it positively affects the volume of goods being sold by merchants in the United States to users in foreign countries, thereby further negatively impacting our financial results.

Any factors that reduce cross-border trade or make such trade more difficult could harm our business.

Cross-border trade is an important source of revenue for us. The shipping of goods across national borders is often more expensive and complicated than domestic shipping. Customs and duty procedures and reviews, including duty-free thresholds in various key markets, the interaction of national postal systems, and security related governmental processes at international borders, may increase costs, discourage cross-border purchases, delay transit, and create shipping uncertainties. Any factors that increase the costs of cross-border trade or restrict, delay, or make cross-border trade more difficult or impractical would lower our revenue and profits and could harm our business.

Changes in China's economic, political or social conditions or government policies could have a material adverse effect on our business and operations.

Most of our merchants, and some of our operations, are located in China. Accordingly, our business, financial condition, results of operations, and prospects may be influenced to a significant degree by political, economic and social conditions in China generally. The Chinese economy differs from the economies of most developed countries in many respects, including the level of government involvement, level of development, and growth rate. The Chinese government continues to play a significant role in regulating industry development by imposing industrial policies. The Chinese government also exercises significant control over China's economic growth through allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, and providing preferential treatment to particular industries or companies.

Uncertainties with respect to the People's Republic of China's ("PRC") legal system and changes in laws and regulations in China could adversely affect us.

Our operations in China are governed by PRC laws and regulations. Our Chinese subsidiaries are subject to laws and regulations applicable to foreign investment in China. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions under the civil law system may be cited for reference but have limited precedential value. In addition, any new or changes in PRC laws and regulations related to foreign investment in China could affect the business environment and our ability to operate our business in China.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy than in more developed legal systems. These uncertainties may impede our ability to enforce the contracts we have entered into and could materially and adversely affect our business and results of operations.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all and may have retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. Such unpredictability towards our contractual, property and procedural rights could adversely affect our business and impede our ability to continue our operations.

We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related businesses and companies, and any lack of requisite approvals, licenses or permits applicable to our business may have a material adverse effect on our business and results of operations.

The Chinese government extensively regulates the internet industry, including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the internet industry. These internet-related laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainties. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be in violation of applicable laws and regulations.

Because our business may be subject to governmental supervision and regulation by the relevant Chinese governmental authorities in many aspects of the operation of online retailing, we may be required to hold a number of licenses and permits in connection with our business operation. New laws and regulations may be adopted from time to time to require additional licenses and permits other than those we currently have. As a result, substantial uncertainties exist regarding the interpretation and implementation of current and any future PRC laws and regulations applicable to online retail businesses. If the Chinese government considers that we were operating without the proper approvals, licenses or permits, or promulgates new laws and regulations that require additional approvals or licenses or impose additional restrictions on the operation of any part of our business, it has the power, among other actions, to levy fines, confiscate our income, revoke our business licenses, or require us to discontinue our relevant business or impose restrictions on the affected portion of our business. Any of these or other regulatory actions by the Chinese governmental authorities, including issuance of official notices, change of policies, promulgation of regulations and imposition of sanctions, may adversely affect our business and have a material and adverse effect on our results of operations.

Risks Related to Network and Infrastructure

Any significant disruption in service on our platform or in our computer systems, some of which are currently hosted by third-party providers, could damage our reputation and result in a loss of users, which would harm our business and results of operations.

Our brand, reputation and ability to deliver a positive user experience depends upon the reliability of our infrastructure. We have experienced interruptions in these systems in the past, including server failures that temporarily slowed down or interfered with the performance of our websites and apps, or particular features of our websites and apps, and we may experience interruptions in the future. For example, in June 2020, we experienced a full platform outage for more than one hour due to the release of a software update that did not follow proper internal protocols. We have since updated our processes for following such protocols. Interruptions, whether due to system failures, human errors, computer viruses, physical or electronic break-ins, denial-of-service attacks, and capacity limitations, could prevent or inhibit the ability of merchants to access, or users from completing purchases on, our websites and apps. Volume of traffic and activity on our platform spikes on certain days, and any such interruption would be particularly problematic if it were to occur at such a high volume time. Problems with the reliability of our systems could prevent us from earning revenue and could harm our reputation. Damage to our reputation, any resulting loss of user confidence and the cost of remedying these problems could negatively affect our business, results of operations, financial condition, and prospects.

We either lease or own our servers and have service agreements with data center providers. Our systems and operations are vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, acts of war, electronic and physical break-ins, computer viruses, earthquakes, and similar events. The occurrence of any of the foregoing events could result in damage to our systems and hardware or could cause them to fail completely, and our insurance may not cover such events or may be insufficient to compensate us for losses that may occur. Our systems are not completely redundant, so a system failure at one site could result in reduced platform functionality for our users, and a total failure of our systems could cause our websites or apps to be inaccessible by some or all of our users. A significant portion of our data storage, data processing and other computing services and systems is hosted by Amazon Web Services (“AWS”). AWS provides us with computing and storage capacity pursuant to an agreement that continues until terminated by either party. Problems with our third-party service providers, including AWS, or with their network providers or with the systems allocating capacity among their users, including us, could adversely affect our users’ experience. Our third-party service providers could decide to close their facilities without adequate notice. Any financial difficulties, such as bankruptcy or reorganization, faced by our third-party service providers or any of the service providers with whom they contract may have negative effects on our business, the nature and extent of which are difficult to predict. If our third-party service providers are unable to keep up with our needs for capacity, this could have an adverse effect on our business. In the event that our agreement with AWS, or other third-party service providers, is terminated, or we add additional cloud infrastructure service providers, we may experience significant costs or downtime in connection with the transfer to, or the addition of, new cloud infrastructure service providers. Any of the above circumstances or events may harm our reputation and brand, reduce the availability or usage of our platform, lead to a significant short-term loss of revenue, increase our costs, and impair our ability to attract new users or merchants, any of which could adversely affect our business, financial condition, and results of operations.

Our failure or the failure of third parties to protect our sites, networks and systems against security breaches, or otherwise to protect our confidential information, could damage our reputation and brand and substantially harm our business and operating results.

We collect, maintain, transmit, and store data about our users, merchants and others, including personally identifiable information and personal data, as well as other confidential information.

We also engage third parties that store, process, and transmit these types of information on our behalf. We rely on technology licensed from third parties in an effort to securely transmit confidential and sensitive information, including credit card numbers. Advances in computer capabilities, new technological discoveries, or other developments may result in the whole or partial failure of this technology to protect transaction data or other confidential and sensitive information from being breached or compromised. In addition, ecommerce websites are often attacked through compromised credentials, including those obtained through phishing, credential stuffing, and password spraying. Our security measures, and those of our third-party service providers, may not detect or prevent all attempts to breach our systems, viruses, malicious software, break-ins, phishing attacks, accidental actions or omissions to act that create vulnerabilities, social engineering, security breaches, or other attacks and similar disruptions that may jeopardize the security of information stored in or transmitted by our websites, networks and systems or that we or such third parties otherwise maintain, including payment card systems, which may subject us to fines or higher transaction fees or limit or terminate our access to certain payment methods. We and such third parties may not be able to anticipate or prevent all types of attacks, and we may not detect such attacks until after they have already been launched. Further, techniques used to obtain unauthorized access to or sabotage systems change frequently and may not be known until launched against us or our third-party service providers. In addition, security breaches can also occur as a result of non-technical issues, including intentional or inadvertent actions by our employees or by third parties. These risks may increase over time as the complexity and number of technical systems and applications we use also increases.

Cyber security incidents or breaches of our security measures or those of our third-party service providers or cyber security incidents could result in unauthorized access to our websites, networks and systems; unauthorized access to and misappropriation of our data, including user information, personally identifiable information, or other confidential or proprietary information of ours or of third parties; viruses, worms, spyware, or other malware being served from our websites, networks, or systems; deletion or modification of content or the display of unauthorized content on our sites; interruption, disruption, or malfunction of operations; costs relating to breach remediation, deployment of additional personnel and protection technologies, response to governmental investigations and media inquiries and coverage; engagement of third-party experts and consultants; litigation, regulatory action and other potential liabilities. Social engineering, phishing, malware, and similar attacks and threats of denial-of-service attacks could have a material adverse effect on our operations. Additionally, from time to time, our merchants' and users' accounts have been subject to unauthorized access by third parties, including through illicit purchase of usernames and passwords by bad actors. If any of these breaches of security should occur, our reputation and brand could be damaged, our business may suffer, we could be required to expend significant capital and other resources to alleviate problems caused by such breaches, and we could be exposed to a risk of loss, litigation or regulatory action and possible liability. We cannot guarantee that recovery protocols and backup systems will be sufficient to prevent data loss. Actual or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants. In addition, any party who is able to illicitly obtain a user or merchant password could access the user or merchant's transaction data or personal information, resulting in the perception that our systems are insecure.

Any compromise or breach of our security measures, or those of our third-party service providers, could violate applicable privacy, data protection, data security, network and information systems security and other laws and cause significant legal and financial exposure (including costs for technical teams to investigate and remediate such incidents), adverse publicity and a loss of confidence in our security measures, which could have a material adverse effect on our business, results of operations, financial condition, and prospects. We devote significant resources to protect against security breaches and we may need to devote more resources in the future to address problems caused by breaches,

including notifying affected users and responding to any resulting litigation, which in turn, diverts resources from the growth and expansion of our business.

Catastrophic events may disrupt our business.

Natural disasters or other catastrophic events may cause damage or disruption to our operations, international commerce, and the global economy, and thus could harm our business. In the event of a major earthquake, hurricane or catastrophic event such as fire, power loss, telecommunications failure, cyber-attack, war, or terrorist attack, we may be unable to continue our operations and may endure reputational harm, delays in developing our platform and solutions breaches of data security and loss of critical data, all of which could harm our business, results of operations, and financial condition.

Additionally, we rely on our network and third-party infrastructure and applications, internal technology systems, and our websites for our development, marketing, operational support, hosted services, and marketing activities. If these systems were to fail or be negatively impacted as a result of a natural disaster or other event, our ability to deliver a positive user and merchant experience would be impaired.

As we grow our business, the need for business continuity planning and disaster recovery plans will grow in significance. If we are unable to develop adequate plans to ensure that our business functions continue to operate during and after a disaster, and successfully execute on those plans in the event of a disaster or emergency, our business and reputation would be harmed.

We are subject to governmental regulation and other legal obligations related to privacy, data protection, information security, and consumer protection. If we are unable to comply with these, we may be subject to governmental enforcement actions, litigation, fines and penalties, or adverse publicity.

We collect personally identifiable information and other data from users and prospective users. We use this information to provide services and relevant products to our users, to support, expand and improve our business, and to tailor our marketing and advertising efforts. We may also share users' personal data with certain third parties as authorized by the user or as described in our privacy policy.

As a result, we are subject to governmental regulation and other legal obligations related to the protection of confidential and sensitive data (including personally identifiable information and personal data), privacy, information security and consumer protection in certain countries where we do business and there has been and will continue to be a significant increase globally in such laws that restrict or control the use of personal data.

In Europe, where the data privacy and information security regime underwent a significant change in 2018, the legal environment related to personal data continues to evolve and companies like us that process personal data from large numbers of individuals are subject to increasing regulatory scrutiny. The General Data Protection Regulation ("GDPR"), implemented more stringent operational requirements for our use of personal data. These more stringent requirements include expanded disclosures to tell our users about how we may use their personal data, increased controls on profiling users and increased rights for users to access, control and delete their personal data. In addition, there are mandatory data breach notification requirements and significantly increased penalties of the greater of €20 million or 4% of global turnover for the preceding financial year.

Although there are legal mechanisms to allow for the transfer of personal data from the United Kingdom, EEA and Switzerland to the United States, uncertainty about compliance with such data protection laws remains and such mechanisms may not be available or applicable with respect to the

personal data processing activities necessary to research, develop and market our products and services. For example, legal challenges in Europe to the mechanisms allowing companies to transfer personal data from the EEA to the United States could result in further limitations on the ability to transfer personal data across borders, particularly if governments are unable or unwilling to reach new or maintain existing agreements that support cross-border data transfers, such as the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks. Specifically, on July 16, 2020, the Court of Justice of the European Union invalidated Decision 2016/1250 on the adequacy of the protection provided by the EU-U.S. Privacy Shield Framework. To the extent that we or our service providers were to rely on the EU-U.S. Privacy Shield Framework, we may not be able to do so in the future, which could increase our costs and limit our ability to process personal data from the European Union. The same decision also cast doubt on the ability to use one of the primary alternatives to the Privacy Shield, namely, the European Commission's Standard Contractual Clauses, to lawfully transfer personal data from Europe to the United States and most other countries. At present, there are few if any viable alternatives to the Privacy Shield and the Standard Contractual Clauses.

In recent years, U.S. and European lawmakers and regulators have expressed concern over the use of third-party cookies and similar technologies for online behavioral advertising, and laws in this area are also under reform. In the European Union, current national laws that implement the ePrivacy Directive will be replaced by an EU regulation known as the ePrivacy Regulation. The draft ePrivacy Regulation retains existing informed consent conditions and also imposes the strict opt-in marketing rules on direct marketing that is "presented" on a web page rather than sent by email, alters rules on third-party cookies and similar technology and significantly increases penalties for breach of the rules. Regulation of cookies and similar technologies may lead to broader restrictions on our marketing and personalization activities and may negatively impact the effectiveness of our marketing. Such regulations may also increase regulatory scrutiny and increase potential civil liability under data protection or consumer protection laws. The ePrivacy Regulations draft also advocates the development of browsers that block cookies by default. These developments could impair our ability to collect user information, including personal data and usage information, that helps us provide more targeted advertising to our current and prospective users, which could adversely affect our business, given our use of cookies and similar technologies to target our marketing and personalize the user experience.

Further, Brexit has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, while the Data Protection Act of 2018, that "implements" and complements the GDPR achieved Royal Assent on May 23, 2018 and is now effective in the United Kingdom, it is still unclear whether transfer of data from the EEA to the United Kingdom will remain lawful under GDPR. During the period of "transition" (i.e., until December 31, 2020), EU law will continue to apply in the UK, including the GDPR, after which the GDPR will be converted into U.K. law. Beginning in 2021, the UK will be a "third country" under the GDPR. We may, however, incur liabilities, expenses, costs, and other operational losses under GDPR and applicable EU Member States and the U.K. privacy laws in connection with any measures we take to comply with them.

As interpretation of both the ePrivacy Regulation and GDPR develop, we could incur substantial costs to comply with these regulations. The changes could require significant systems changes, limit the effectiveness of our marketing activities, adversely affect our margins, increase costs and subject us to additional liabilities.

In the United States, federal and various state governments have adopted or are considering, laws, guidelines or rules for the collection, distribution, use and storage of information collected from or about users or their devices. For example, California recently passed the California Consumer Privacy Act (the "CCPA"), which became effective on January 1, 2020 and introduced substantial changes to privacy law for businesses that collect personal information from California residents. The CCPA creates individual

privacy rights for California consumers and increases the privacy and security obligations of entities handling certain personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. Additionally, the U.S. Federal Trade Commission and many state attorneys general are applying federal and state consumer protection laws, to impose standards for the online collection, use and dissemination of data. Furthermore, these obligations may be interpreted and applied inconsistently from one jurisdiction to another and may conflict with other requirements or our practices.

Many data protection regimes apply based on where a user is located, and as we expand our platform and new laws are enacted or existing laws change, we may be subject to new laws, regulations or standards or new interpretations of existing laws, regulations or standards, including those in the areas of data security, data privacy and regulation of email providers and those that require localization of certain data, which could require us to incur additional costs and restrict our business operations. Any failure or perceived failure by us to comply with rapidly evolving privacy or security laws policies (including our own stated privacy policies), legal obligations or industry standards or any security incident that results in the unauthorized release or transfer of personally identifiable information or other user data may result in governmental enforcement actions, litigation (including user class actions), fines and penalties or adverse publicity and could cause our users to lose trust in us, which could have a material adverse effect on our business, results of operations, financial condition, and prospects.

A failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties may adversely affect our business, financial performance, results of operations or business growth.

Our business and financial performance could be adversely affected by unfavorable changes in or interpretations of existing laws, rules, and regulations or the promulgation of new laws, rules, and regulations applicable to us and our business, including those relating to the internet and ecommerce, internet advertising and price display, consumer protection, anti-corruption, economic and trade sanctions, tax, payments, banking, data security, network and information systems security, data protection and privacy. As a result, regulatory authorities could prevent or temporarily suspend us from carrying on some or all of our activities or otherwise penalize us if our practices were found not to comply with applicable regulatory or licensing requirements or any binding interpretation of such requirements. Unfavorable changes or interpretations could decrease demand for our services, limit marketing methods and capabilities, affect our margins, increase costs or subject us to additional liabilities. For example, as a result of the initial outbreak of COVID-19, consumer protection authorities demanded rapid and decisive changes in the way that Wish screens and handles product listings that potentially violate various laws, including emergency price caps on certain items. We believe we have legal grounds to satisfy current requests or prevail against associated fines and penalties, and we intend to vigorously defend such fines and penalties.

Additionally, there are, and will likely continue to be, an increasing number of laws and regulations pertaining to the internet and ecommerce that may relate to liability for information retrieved from or transmitted over the internet, display of certain taxes and fees, online editorial and user-generated content, user privacy, data security, network and information systems security, behavioral targeting and online advertising, taxation, liability for third-party activities, quality of services and consumer protection. For example, the European Union's Market Surveillance Regulation, which takes effect in July 2021, places new obligations on marketplaces and is designed to reduce the availability of unsafe products in Europe when offered by sellers outside of the region. Denmark has passed a law placing new burdens on marketplaces and giving its regulators the right to request fines and shutdowns where marketplaces are consistently unsuccessful in screening products that are unsafe or unlawful. Furthermore, the growth and development of ecommerce may prompt calls for more stringent

consumer protection laws and more aggressive enforcement efforts, which may impose additional burdens on online businesses generally.

Likewise, the Securities and Exchange Commission (the "SEC"), the U.S. Department of Justice, the U.S. Treasury Department's Office of Foreign Assets Controls, the U.S. Department of State, as well as other foreign regulatory authorities continue to enforce economic and trade regulations and anti-corruption laws, across industries. U.S. trade sanctions relate to transactions with designated foreign countries and territories, including Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, as well as specifically targeted individuals and entities that are identified on United States' and other blacklists, and those owned by them or those acting on their behalf. Anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, generally prohibit direct or indirect corrupt payments to government officials and, under certain laws, to private persons to obtain or retain business or an improper business advantage. Although we have policies and procedures in place designed to promote compliance with these laws and regulations, our employees, partners, or agents could take actions in contravention of our policies and procedures, or violate applicable laws or regulations. In the event our controls should fail, or we are found to be not in compliance for other reasons, we could be subject to monetary damages, civil and criminal monetary penalties, withdrawal of business licenses or permits, litigation and damage to our reputation and the value of our brand.

Additionally, the law relating to liability of online service providers is currently unsettled. Lawmakers and governmental agencies have in the past and could in the future require changes in the way our business is conducted, including with explicit obligations to inspect and screen content and products or implicit obligations that might stem from increased legal liability for online service providers. Unfavorable regulations, laws, decisions, or interpretations by government or regulatory authorities applying those laws and regulations, or inquiries, investigations, or enforcement actions threatened or initiated by them, could cause us to incur substantial costs, expose us to unanticipated civil and criminal liability or penalties (including substantial monetary fines), increase our cost of doing business, require us to change our business practices in a manner materially adverse to our business, damage our reputation, impede our growth, or otherwise have a material effect on our operations.

Risk Related to Our Intellectual Property

We may be unable to protect our intellectual property adequately.

Our intellectual property is an essential asset of our business and our success is dependent, in part, upon protecting our intellectual property. To establish and protect our intellectual property rights, we rely on a combination of trade secret, copyright, trademark and, to a lesser extent, patent laws, as well as confidentiality protection procedures and contractual provisions. The efforts we have taken to protect our intellectual property may not be sufficient or effective. We generally do not elect to register our copyrights, relying instead on the laws protecting unregistered intellectual property, which may not be sufficient. We rely on both registered and unregistered trademarks, which may not always be comprehensive in scope. In addition, our copyrights and trademarks, whether or not registered, and patents may be held invalid or unenforceable if challenged, and may be of limited territorial reach. Moreover, effective trademark, copyright, patent and trade secret protection may not be available or commercially feasible in every country in which we conduct business. Further, intellectual property law, including statutory and case law, particularly in the United States, is constantly developing, and any changes in the law could make it harder for us to enforce our rights. While we have obtained or applied for patent protection with respect to some of our intellectual property, we generally do not rely on patents as a principal means of protecting intellectual property. We make business decisions about when to seek patent protection for a particular technology and when to rely upon trade secret protection, and the approach we select may ultimately prove to be inadequate. To the extent we do seek patent protection, any U.S. or other patents issued to us may not be sufficiently broad to protect our proprietary technologies.

We may be subject to claims that items listed on our platform are counterfeit, infringing or illegal, which may harm our business.

We frequently receive communications alleging that items listed on our platform infringe third-party copyrights, trademarks, or other intellectual property rights. We have intellectual property complaint and take-down procedures in place to address these communications, and we believe such procedures are important to promote confidence in our platform and provide users reassurance in the products they are purchasing. We follow these procedures to review complaints and relevant facts to determine the appropriate action, which may include removal of the item from our platform and, in certain cases, prohibiting merchants from participating in our platform who repeatedly violate our policies.

Our procedures may not effectively reduce or eliminate our liability. In particular, we may be subject to civil or criminal liability for activities carried out by merchants on our platform, especially outside the United States where laws may offer less protection for intermediaries and platforms than the United States. Under current U.S. copyright law and the Communications Decency Act, we may benefit from statutory safe harbor provisions that protect us from copyright liability for content posted on our platform by our merchants and users. However, trademark and patent laws do not include similar statutory provisions, and liability for these forms of intellectual property is often determined by court decisions. These safe harbors and court rulings may change unfavorably. In that event, we may be held secondarily liable for the intellectual property infringement of merchants on our platform. We may also be directly liable for the inventory we purchase ourselves that we sell on our platform.

In addition, allegations of infringement of intellectual property rights, including but not limited to counterfeit items, have resulted in actual litigation from time to time by rights owners against merchants. These and similar suits have resulted in the freezing of merchant accounts or the shutdown of merchant storefronts on our platform, which can adversely impact revenue in the short-term, and may require us to spend substantial resources to comply with court orders. We may also incur costs responding to subpoenas from governmental authorities regarding illegal or counterfeit products listed for sale on our platform. In addition, we may receive media attention relating to the listing or sale of illegal or counterfeit goods, which could damage our reputation, diminish the value of our brand, and make users and merchants reluctant to use our platform. Regardless of the validity of any claims made against us, we may incur significant costs and efforts to defend against or settle them.

Under our standard form agreements, we require our merchants to indemnify us for any losses we suffer or any costs that we incur due to any products sold by these merchants. However, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings to protect our rights.

We may be subject to intellectual property claims, which are extremely costly to defend, could require us to pay significant damages and could limit our ability to use certain technologies in the future.

Companies in the internet and technology industries are frequently subject to litigation based on allegations of infringement or other violations of intellectual property rights. We periodically receive communications that claim we have infringed, misappropriated or misused others' intellectual property rights. To the extent we gain greater public recognition, we may face a higher risk of being the subject of intellectual property claims. Third parties may have intellectual property rights that cover significant aspects of our technologies or business methods and prevent us from expanding our offerings. Any intellectual property claim against us, with or without merit, could be time consuming and expensive to settle or litigate and could divert the attention of our management. Litigation regarding intellectual

property rights is inherently uncertain due to the complex issues involved, and we may not be successful in defending ourselves in such matters. In addition, some of our competitors have extensive portfolios of issued patents. In a patent infringement claim against us, we may assert, as a defense, that we do not infringe the relevant patent claims, that the patent is invalid, or both. The strength of our defenses will depend on the patents asserted, the interpretation of these patents, and our ability to invalidate the asserted patents. However, we could be unsuccessful in advancing non-infringement and/or invalidity arguments in our defense. In the United States, issued patents enjoy a presumption of validity, and the party challenging the validity of a patent claim must present clear and convincing evidence of invalidity, which is a high burden of proof. Conversely, the patent owner need only prove infringement by a preponderance of the evidence, which is a lower burden of proof. We may be unaware of the intellectual property rights that others may claim cover some or all of our technology or services. Because patent applications can take years to issue and are often afforded confidentiality for some period of time, there may currently be pending applications, unknown to us, that later result in issued patents that could cover one or more of our products. Many potential litigants, including some of our competitors and patent holding companies, have the ability to dedicate substantial resources to enforcing their intellectual property rights. Moreover, our patents may provide little or no deterrence in litigation involving patent holding companies or other adverse patent owners that have no relevant product revenue. Any claims successfully brought against us could subject us to significant liability for damages and we may be required to stop using technology or other intellectual property alleged to be in violation of a third-party's rights in jurisdictions where we do business. We also might be required to enter into costly settlement agreements or seek a license for third-party intellectual property. Even if a license is available, we could be required to pay significant royalties or submit to unreasonable terms, which would increase our operating expenses. We may also be required to develop alternative non-infringing technology, which could require significant time and expense. If we cannot license or develop technology for any allegedly infringing aspect of our business, we would be forced to limit our service and may be unable to compete effectively. Any of these results could harm our business.

Our software is highly complex and may contain undetected errors.

The software and code underlying our platform is highly interconnected and complex and may contain undetected errors or vulnerabilities, some of which may only be discovered after the code has been released. We typically release software code daily and this practice may result in the more frequent introduction of errors or vulnerabilities into the software underlying our platform, which can impact the user and merchant experience on our platform. Additionally, due to the interconnected nature of the software underlying our platform, updates to certain parts of our code, including changes to our website or mobile app or third-party APIs on which our website and mobile app rely, could have an unintended impact on other sections of our code, which may result in errors or vulnerabilities to our platform. Any errors or vulnerabilities discovered in our code after release could result in damage to our reputation, loss of our merchants or users, loss of revenue, or liability for damages, any of which could adversely affect our growth prospects and our business.

Our use of open source software may pose particular risks to our proprietary software and systems.

We use open source software in our proprietary software and systems and will use open source software in the future. The licenses applicable to our use of open source software may require that source code that is developed using open source software be made available to the public and that any modifications or derivative works to certain open source software continue to be licensed under open source licenses. From time to time, we may face claims from third parties claiming infringement of their intellectual property rights, or demanding the release or license of the open source software or derivative works that we developed using such software (which could include our proprietary source code) or otherwise seeking to enforce the terms of the applicable open source license. These claims

could result in litigation and could require us to purchase a costly license, publicly release the affected portions of our source code, be limited in or cease using the implicated software unless and until we can re-engineer such software to avoid infringement or change the use of, or remove, the implicated open source software. Our use of open source software may also present additional security risks because the source code for open source software is publicly available, which may make it easier for hackers and other third parties to determine how to breach our website and systems that rely on open source software. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a material adverse effect on our business, results of operations, financial condition, and prospects.

Risks Related to Our Taxes and Financial Position

Our business and our merchants and users may be subject to sales and other taxes.

The application of indirect taxes, such as sales and use tax, value-added tax, provincial taxes, goods and services tax, business tax and gross receipt tax to our business and to our merchants is a complex and evolving issue. Many of the statutes and regulations that govern these taxes were established before the expansion of the internet and ecommerce. In many cases, it is not clear how existing statutes apply to ecommerce. In addition, governments are increasingly looking for ways to increase revenue, which has resulted in discussions about new legislative action to increase tax revenue, including through indirect taxes.

Significant judgment and expertise is required to evaluate applicable tax obligations. As a result, amounts recorded may be subject to adjustments by the relevant tax authorities. In many cases, the ultimate tax determination is uncertain because it is not clear how new and existing statutes might apply to our business or to the businesses of our merchants. One or more states, the federal government or other countries may seek to impose additional reporting, recordkeeping or indirect tax collection obligations on businesses like ours that facilitate ecommerce.

State and local taxing authorities in the United States have identified ecommerce platforms as a means to calculate, collect and remit indirect taxes for transactions taking place over the internet. Multiple U.S. states have enacted related legislation and other states are now considering such legislation. Furthermore, the U.S. Supreme Court recently held in South Dakota v. Wayfair that a U.S. state may require an online retailer to collect sales taxes imposed by the state in which the buyer is located, even if the retailer has no physical presence in that state, thus permitting a wider enforcement of such sales tax collection requirements.

Outside of the United States, the application of value added tax or other indirect taxes on ecommerce providers continues to evolve. An increasing number of jurisdictions are legislating or have adopted laws that impose new taxes, including revenue-based taxes that target online commerce and the remote selling of goods. These laws include new obligations to collect sales, consumption, value added, or other taxes on online marketplaces and remote sellers, or other requirements that may result in liability for third-party obligations. Several countries, in particular the European Union, have proposed or enacted taxes on marketplace facilitators and online advertising. Our business could be adversely affected by additional taxes that focus on marketplace service revenue.

Additionally, existing and new tax laws and legislation could require us or our merchants to incur substantial costs in order to comply, including costs associated with legal advice, tax calculation, collection, remittance and audit requirements, which could make selling in such markets less attractive and could adversely affect our business. Further, these laws can be applied prospectively or retroactively. Noncompliance with new laws may result in fines or penalties. It is possible we may not have sufficient notice to create and adopt processes to properly comply with new reporting or collection obligations by the effective date.

Our results of operations and cash flows could be adversely effected by additional taxes or increasing taxes of this nature imposed on us prospectively or retroactively, or additional taxes or penalties resulting from the failure to comply with any collection obligations or failure to provide information about our users, merchants or other third parties for tax reporting purposes to various government agencies.

We may experience fluctuations in our tax obligations.

We are subject to taxation in the United States and in numerous other jurisdictions. We record tax expense based on current tax payments and our estimates of future tax payments, which may include reserves for estimates of probable settlements of tax audits. The determination of these liabilities requires estimation and significant judgment and the ultimate determination is uncertain. At any one time, multiple tax years could be subject to audit by various taxing jurisdictions. As a result, we could be subject to higher than anticipated tax liabilities as well as ongoing variability in our quarterly tax rates as audits close and exposures are re-evaluated. While we have estimated reserves that we believe are reasonable to cover potential exposures, the reserves may ultimately not be sufficient and additional cash outflows may result. Fluctuations in our tax obligations could adversely affect our business.

We may be subject to tax controversies.

We may also be subject to tax controversies in the United States and in foreign jurisdictions that can result in tax assessments against us. Developments in an audit, investigation, or other tax controversy can have a material effect on our operating results or cash flows. We regularly assess the likelihood of an adverse outcome resulting from these proceedings to determine the adequacy of our tax accruals and while we believe our tax estimates are reasonable, the final outcome of audits, investigations, and any other tax controversies could be materially different from our historical tax accruals.

We may not be able to utilize a significant portion of our net operation loss carryforwards, and other tax attributes, which could adversely affect our profitability.

As of December 31, 2019, we had federal net operating loss carryforwards (“NOLs”) available to reduce future taxable income, if any, of $885 million that begin to expire in 2030 and continue to expire through 2037 and $324 million that have an unlimited carryover period. As of December 31, 2019, we had state NOLs available to reduce future taxable income, if any, of $1.4 billion that begin to expire in 2030 and continue to expire through 2039. Under legislation enacted in 2017, informally titled the Tax Cuts and Jobs Act (the “Tax Act”), as modified by the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), unused U.S. federal NOLs generated in tax years beginning after December 31, 2017, will not expire and may be carried forward indefinitely, but the deductibility of such federal NOLs in tax years beginning after December 31, 2020, is limited to 80% of taxable income. It is uncertain if and to what extent various states will conform to the Tax Act or the CARES Act. In addition, the utilization of NOLs and other tax attributes to offset future taxable income or taxes may be subject to limitations under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the “Code”), and similar state statutes as a result of ownership changes that have occurred or could occur in the future. Additionally, portions of these NOLs could expire unused and be unavailable to offset future income tax liabilities. In addition, at the state level, there may be periods during which the use of net operating losses is suspended or otherwise limited. For example, California recently imposed limits on the usability of California state NOLs to offset taxable income in tax years beginning after 2019 and before 2023. As a result, even if we attain profitability, we may be unable to use a material portion of

our NOLs and other tax attributes, which could adversely affect our future cash flows, which could adversely affect our profitability.

The terms of our Revolving Credit Facility restrict our operations and if we are unable to meet and maintain certain operational and financial covenants of the Revolving Credit Facility our business could be negatively impacted.

The Revolving Credit Facility contains customary conditions to borrowing, events of default and covenants, including covenants that restrict our ability (and the ability of certain of our subsidiaries) to incur indebtedness, grant liens, make certain fundamental changes and asset sales, make distributions to holders of our stock, make investments or engage in transactions with our affiliates. Such restrictions could limit our ability to take certain actions could reduce our flexibility to run and manage our business which could have an adverse effect on our results of operations. Additionally, the Revolving Credit Facility also contains a minimum liquidity financial covenant of $350 million, which includes unrestricted cash and any available borrowing capacity under the Revolving Credit Facility. If we fail to comply with the terms and conditions of the Revolving Credit Facility, then the line of credit may be withdrawn, and the additional funds will not be available to us to fund our capital needs.

The obligations under the Revolving Credit Facility are also secured by liens on substantially all of our domestic assets and are guaranteed by any material domestic subsidiaries, subject to customary exceptions. If we were to borrow under this facility and were unable to repay amounts due under the Revolving Credit Facility, the lenders could proceed against such assets.

We may need additional capital, which may not be available to us on acceptable terms or at all.

We believe that our existing cash, cash equivalents and marketable securities, together with cash generated from our operations, will be enough to meet our anticipated cash needs for at least the next 12 months. However, we may require additional cash resources due to changes in business conditions or other developments, such as acquisitions or investments we may decide to pursue. We have entered into the Revolving Credit Facility, which could provide additional funds and we may sell additional equity or debt securities. The sale of additional equity or convertible debt securities could result in dilution to our existing stockholders. The Revolving Credit Facility contains customary conditions to borrowing, including covenants that restrict our ability (and the ability of certain of our subsidiaries) to incur indebtedness without the lenders' permission. Further, any additional debt financing that we may secure in the future could result in additional operating and financial covenants that would limit or restrict our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. It is also possible that financing may not be available to us in amounts or on terms acceptable to us, if at all.

Operating as a public company will require us to incur substantial costs and will require substantial management attention. In addition, our management team has limited experience managing a public company and the requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain additional executive management and qualified board members.

As a public company, we will incur substantial legal, accounting and other expenses that we did not incur as a private company. For example, we will be subject to the reporting requirements of the Securities Exchange Act of 1934 as amended (the "Exchange Act"), the applicable requirements of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the SEC. The rules and regulations of Nasdaq will also apply to us following this offering. As part of the new requirements, we will need to establish and maintain effective disclosure and financial controls and make changes to our corporate

governance practices. We expect that compliance with these requirements will increase our legal and financial compliance costs and will make some activities more time-consuming or costly, and increase demand on our systems and resources.

Most of our management and other key personnel have little experience managing a public company and preparing public filings. In addition, we expect that our management and other key personnel will need to divert attention from other business matters to devote substantial time to the reporting and other requirements of being a public company. In particular, we expect to incur significant expense and devote substantial management effort to complying with the requirements of Section 404 of the Sarbanes-Oxley Act. We will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge.

As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by stockholders and competitors. If such claims are successful, our business and operating results could be adversely affected, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business and operating results.

In addition, as a result of our disclosure obligations as a public company, we will have reduced flexibility and will be under pressure to focus on short-term results, which may adversely affect our ability to achieve long-term profitability.

Our management will be required to evaluate the effectiveness of our internal control over financial reporting. If we are unable to maintain effective internal control over financial reporting, investors may lose confidence in the accuracy of our financial reports.

As a public company, we will be required to maintain internal control over financial reporting and to report any material weaknesses in such internal control. Section 404 of the Sarbanes-Oxley Act requires that we evaluate and determine the effectiveness of our internal control over financial reporting. Additionally, our auditor will be required to deliver an attestation report on the effectiveness of our disclosure controls and internal control over financial reporting starting with the second annual report that we file with the SEC after the completion of this offering.

If we have a material weakness in our internal control over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. In addition, our internal control over financial reporting will not prevent or detect all errors and fraud. Because of the inherent limitations in all control systems, no evaluation can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected.

If there are material weaknesses or failures in our ability to meet any of the requirements related to the maintenance and reporting of our internal control, investors may lose confidence in the accuracy and completeness of our financial reports and that could cause the price of our Class A common stock to decline. In addition, we could become subject to investigations by the SEC or other regulatory authorities, which could require additional management attention and which could adversely affect our business.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect or financial reporting standards or interpretations change, our operating results could be adversely affected.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments, and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities, and equity as of the date of the financial statements, and the amount of revenue and expenses, during the periods presented, that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to the fair value of financial instruments, useful lives of long-lived assets, fair value of common stock, fair value of derivative instruments, fair value of redeemable convertible preferred stock and related redeemable convertible preferred stock warrant and equity awards and other equity issuances, incremental borrowing rate applied to lease accounting, contingent liabilities, allowances for returns and refunds and uncertain tax positions. Our operating results may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our operating results to fall below the expectations of industry or financial analysts and investors, resulting in a decline in the trading price of our Class A common stock.

Risks Related to this Offering and Our Class A Common Stock

The price of our Class A common stock could be volatile and you may not be able to resell your shares at or above our initial public offering price. Declines in the price of Class A common stock could subject us to litigation.

There has not been a public market for our Class A common stock prior to this offering and an active trading market may not develop following this offering. Even if such a market does develop, it may not be sustainable. If trading in our Class A common stock is not active, you may not be able to sell your shares quickly, at the market price or at all. The initial public offering price for the shares was determined by negotiations between us and the representative of the underwriters and may not be indicative of prices that will prevail in the trading market following this offering. In addition, the trading prices of the securities of technology companies have historically been highly volatile. Accordingly, the price of our Class A common stock could be subject to wide fluctuations for many reasons, many of which are beyond our control, including those described in this "Risk Factors" section and others such as:

- variations in our operating results and other financial and operational metrics, including the key financial and operating metrics disclosed in this prospectus, as well as how those results and metrics compare to analyst and investor expectations;
- speculation about our operating results in the absence of our own financial projections;
- failure of analysts to initiate or maintain coverage of our company, changes in their estimates of our operating results or changes in recommendations by analysts that follow our Class A common stock;
- announcements of new services or enhancements, strategic alliances or significant agreements or other developments by us or our competitors;
- announcements by us or our competitors of mergers or acquisitions or rumors of such transactions involving us or our competitors;
- changes in our senior management or other key personnel;

- disruptions in our platform due to hardware, software or network problems, security breaches or other issues;
- the strength of the global economy or the economy in the jurisdictions in which we operate, and market conditions in our industry and those affecting our merchants and users;
- trading activity by our principal stockholders, including upon the expiration of contractual lock-up agreements and market standoff agreements, and other market participants, in whom ownership of our Class A common stock may be concentrated following this offering;
- changes in legal or regulatory requirements relating to our business;
- litigation or other claims against us;
- the number of shares of our Class A common stock that are available for public trading; and
- any other factors discussed in this prospectus.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the price of our Class A common stock could decline for reasons unrelated to our business, results of operations or financial condition. The price of our Class A common stock might also decline in reaction to events that affect other companies, even if those events do not directly affect us. Some companies that have experienced volatility in the trading price of their stock have been the subject of securities class action litigation. If we are the subject of such litigation, it could result in substantial costs and could divert our management's attention and resources, which could adversely affect our business.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

We currently intend to use the net proceeds from this offering for working capital, operating expenses, sales and marketing expenses to fund the growth of our business, and capital expenditures. In addition, we may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we have no current understandings, agreements or commitments for any specific material acquisitions at this time. We have not yet determined the manner in which we will allocate the net proceeds we receive from this offering and as a result, our management will have broad discretion in the allocation and use of the net proceeds. See the section titled "Use of Proceeds."

The failure by our management to allocate or use these funds effectively could harm our business. Pending their use, we may invest the net proceeds we receive from this offering in a manner that does not produce income or that loses value. Our ultimate use of the net proceeds from this offering may vary substantially from the currently intended use.

Our directors, executive officers and principal stockholders beneficially own a substantial percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

Our directors, executive officers, greater than 5% stockholders and their respective affiliates will hold in the aggregate approximately 73.6% of the voting power of our outstanding capital stock following this offering, assuming no exercise of the underwriters' option to purchase additional shares of our Class A common stock. In addition, Peter Szulczewski, our founder, CEO, and Chairperson, will be able to exercise voting rights with respect to an aggregate of 80,685,960 shares of our capital stock, which will represent approximately 59.3% of the voting power of our outstanding capital stock following this offering. Therefore, these stockholders will continue to have the ability to influence us through their ownership position, even after this offering. If these stockholders act together, they may be able to

determine all matters requiring majority stockholder approval. For example, these stockholders will be able to control elections of directors, amendments of our charter documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that other stockholders may feel are in their best interests.

The dual class structure of our common stock has the effect of concentrating voting control with certain stockholders, in particular, our founder, CEO, and Chairperson, Peter Szulczewski, which will limit your ability to influence the outcome of important transactions, including a change in control.

Our Class B common stock has 20 votes per share, and our Class A common stock, which is the stock we are offering in our initial public offering, has one vote per share. Stockholders who hold shares of Class B common stock, including our executive officers, employees, and directors and their affiliates, will together hold approximately 82.0% of the voting power of our outstanding common stock following our initial public offering (without giving effect to any purchases that certain of these holders may make through our directed share program). This includes shares subject to proxies held by Mr. Szulczewski, which represent approximately 20.5% of the voting power of our outstanding capital stock following our initial public offering. Because of the 20-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval so long as the shares of Class B common stock represent at least 50% of all outstanding shares of our Class A and Class B common stock. This concentrated control will limit or preclude your ability to influence corporate matters for the foreseeable future.

Future transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. If, for example, Mr. Szulczewski retains a significant portion of his holdings of Class B common stock for an extended period of time, he could, in the future, continue to control a majority of the combined voting power of our Class A common stock and Class B common stock. For a description of the dual class structure, see the section titled “Description of Capital Stock—Anti-Takeover Provisions.”

Because we qualify as a “controlled company” under the corporate governance rules for Nasdaq -listed companies, we are not required to have a majority of our board of directors be independent, nor are we required to have a compensation committee or an independent nominating function. Our board of directors has not made a determination about whether or not to take advantage of the “controlled company” exemption. However, if we were to take advantage of such exemptions in the future, our Class A common stock could be less attractive to some investors or otherwise our stock price could be otherwise harmed. Additionally, should the interests of our controlling stockholder differ from those of other stockholders, the other stockholders may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance rules for Nasdaq-listed companies. Our status as a controlled company could make our Class A common stock less attractive to some investors or otherwise harm our stock price.

In addition, in July 2017, FTSE Russell and Standard & Poor’s announced that they would cease to allow most newly public companies utilizing dual or multi-class capital structures to be included in their indices. Affected indices include the Russell 2000 and the S&P 500, S&P MidCap 400, and S&P SmallCap 600, which together make up the S&P Composite 1500. Under the announced policies, our multi-class capital structure would make us ineligible for inclusion in any of these indices, and as a result, mutual funds, exchange-traded funds, and other investment vehicles that attempt to passively track these indices will not be investing in our stock. These policies are relatively new and it is as of yet

unclear what effect, if any, they will have on the valuations of publicly traded companies excluded from the indices, but it is possible that they may depress these valuations compared to those of other similar companies that are included.

Sales of a substantial number of shares of our Class A common stock in the public market by our existing stockholders following this offering could cause the price of our Class A common stock to decline.

The price of our Class A common stock could decline if there are substantial sales of our Class A common stock, particularly sales by our directors, executive officers, employees, and significant stockholders, or when there is a large number of shares of our Class A common stock available for sale. After our initial public offering, we will have outstanding 477,558,320 shares of our Class A common stock and 108,859,160 shares of our Class B common stock, based on the number of shares outstanding as of September 30, 2020. This includes 46,000,000 shares of Class A common stock that we are selling in this offering, which shares may be resold in the public market immediately following date of this prospectus. Shares of our Class B common stock are convertible into an equivalent number of shares of our Class A common stock and generally convert into shares of our Class A common stock upon transfer. In addition, we expect to issue 30,650,720 shares of our Class B common stock upon the settlement of RSUs on February 15, 2021, based on shares of our Class B common stock subject to RSUs for which the service condition is expected to be satisfied as of December 31, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering, and the holders of these RSUs will be able to sell a number of shares to fund the tax withholding obligations that would be payable upon such settlement. All other shares of our common stock will be available for sale in the public market on the earlier of (i) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and (ii) 181 days after the date of this prospectus. Furthermore, (i) all shares of our Class B common stock that are subject to RSUs of which the service condition is satisfied as of December 31, 2020 (other than RSUs held by Mr. Szulczewski), which represents 21,081,290 shares of our Class B common stock, and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 25% of the shares of common stock or common stock underlying outstanding derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options), which represents 130,260,473 shares of our common stock, may be sold beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering (provided that these early termination provisions in this paragraph (a) do not apply to securities held by Mr. Szulczewski, our founder, CEO, and Chairperson), subject in some cases to the volume and other restrictions of Rule 144 as described below. We also expect holders of shares of Class B common stock issued upon settlement of RSUs, including Mr. Szulczewski, to sell a portion of such shares in the public market to cover tax obligations that become due upon vesting and settlement of such RSUs.

As of September 30, 2020, all of our outstanding options to purchase 74,943,650 shares of Class B common stock were fully vested and the Class B common stock underlying such options will be eligible for sale as set forth above.

After our initial public offering, certain holders of our Class A common stock and Class B common stock will have rights, subject to some conditions, to require us to file registration statements covering their shares of our Class A common stock or to include their shares in registration statements that we may file for ourselves or our stockholders. All of these shares are subject to market standoff or lock-up agreements restricting their sale for specified periods of time after the date of this prospectus. We also intend to register shares of common stock that we have issued and may issue under our employee

equity incentive plans. Once we register these shares, they will be able to be sold freely in the public market upon issuance, subject to existing market standoff or lock-up agreements.

Goldman Sachs & Co., LLC may permit our executive officers, our directors, and all of our stockholders to sell shares prior to the expiration of the restrictive provisions contained in the "lock-up" agreements with the underwriters. See the section titled "Shares Eligible for Future Sale" for a more complete description of the lock-up agreements and market standoff agreements that we and our directors, executive officers, and all of our stockholders have entered into with the underwriters. In addition, we may, in our sole discretion, permit our employees and current stockholders who are subject to market standoff agreements or arrangements with us and who are not subject to a lock-up agreement with the underwriters to sell shares prior to the expiration of the restrictive provisions contained in those market standoff agreements or arrangements.

The market price of the shares of our Class A common stock could decline as a result of the sale of a substantial number of our shares of common stock in the public market or the perception in the market that the holders of a large number of shares intend to sell their shares.

If you purchase our Class A common stock in this offering, you will incur immediate and substantial dilution.

The initial public offering price is substantially higher than the pro forma as adjusted net tangible book value per share of our Class A and Class B common stock of $1.90 per share as of September 30, 2020. Investors purchasing Class A common stock in this offering will pay a price per share that substantially exceeds the net tangible book value per share. As a result, investors purchasing Class A common stock in this offering will incur immediate dilution of $21.10 per share, based on the initial public offering price of $23.00 per share.

This dilution is due to the substantially lower price paid by our investors who purchased shares prior to this offering as compared to the price offered to the public in this offering. In addition, as of September 30, 2020, there were outstanding options to purchase 74,943,650 shares of our common stock with a weighted-average exercise price of approximately $0.234 per share and a warrant to purchase 550,000 shares of our common stock with an exercise price of approximately $0.149 per share. The exercise of any of these options or such warrant would result in additional dilution. As a result of the dilution to investors purchasing shares in this offering, investors may receive less than the purchase price paid in this offering in the event of our liquidation. See the section titled "Dilution."

Additionally, there could be additional dilution to new investors in this offering to the extent Series H Redeemable Convertible Preferred Stock Additional Issuance Shares are issued in connection with this offering. See the section titled "Dilution—Series H Redeemable Convertible Preferred Stock Additional Issuance."

Future sales and issuances of our Class A common stock or rights to purchase Class A common stock could result in additional dilution to our stockholders and could cause the price of our Class A common stock to decline.

We may issue additional Class A common stock, convertible securities or other equity following the completion of this offering. We also expect to issue Class A common stock to our employees, directors and other service providers pursuant to our equity incentive plans and Class B common stock with respect to awards currently outstanding under our 2010 Stock Plan. Such issuances could be dilutive to investors and could cause the price of our Class A common stock to decline. New investors in such issuances could also receive rights senior to those of holders of our Class A common stock.

If analysts do not publish research about our business or if they publish inaccurate or unfavorable research, our stock price and trading volume could decline.

The trading market for our Class A common stock will depend in part on the research and reports that analysts publish about our business. We do not have any control over these analysts. If one or

more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, the price of our Class A common stock would likely decline. If few analysts cover us, demand for our Class A common stock could decrease and our Class A common stock price and trading volume may decline. Similar results may occur if one or more of these analysts stop covering us in the future or fail to publish reports on us regularly.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, could limit attempts to make changes in our management and could depress the price of our Class A common stock.

Provisions in our certificate of incorporation and bylaws may have the effect of delaying or preventing a change in control of our company or limiting changes in our management. Among other things, they will provide:

- for a dual class common stock structure, which provides Mr. Szulczewski with the ability to control the outcome of matters requiring stockholder approval, even if he owns significantly less than a majority of the shares of our outstanding Class A and Class B common stock;
- at any time after our first annual meeting of stockholders when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our board of directors will be classified into three classes of directors with staggered three-year terms;
- at any time after our first annual meeting of stockholders when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, directors will be able to be removed only for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of our common stock. Vacancies on our board of directors will be able to be filled only by our board of directors and not by stockholders;
- certain amendments to our restated certificate of incorporation or bylaws will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A and Class B common stock;
- authorization of the issuance of “blank check” preferred stock that our board of directors could use to implement a stockholder rights plan;
- at any time after our first annual meeting of stockholders when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our stockholders will only be able to take action at a meeting of stockholders and not by written consent;
- stockholders may not call special meetings of the stockholders and our restated certificate of incorporation provides that so long as our outstanding shares of Class B common stock represent 25% or more of our total voting power, any transaction that would result in a change in control of us will require the approval of a majority of our outstanding Class B common stock voting as a separate class;
- our board of directors is expressly authorized to amend or repeal any provision of our bylaws;
- that the forum for certain litigation against us must be Delaware or the U.S. federal district courts; and
- advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at annual stockholder meetings.

These provisions may delay or prevent attempts by our stockholders to replace members of our 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, Section 203 of the Delaware General Corporation Law (the "DGCL") may delay or prevent a change in control of our company. Section 203 imposes certain restrictions on mergers, business combinations and other transactions between us and holders of 15% or more of our common stock. Anti-takeover provisions could depress the price of our common stock by acting to delay or prevent a change in control of our company.

For information regarding these and other provisions, see the section titled "Description of Capital Stock."

Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees. Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware is the exclusive forum for: (i) any derivative action or proceeding brought on behalf of us; (ii) any action asserting a claim of breach of a fiduciary duty; (iii) any action arising pursuant to any provision of the DGCL, our certificate of incorporation or bylaws (as either may be amended from time to time); (iv) any action to interpret, apply, enforce or determine the validity of our certificate of incorporation or our bylaws; or (v) any action asserting a claim against us that is governed by the internal affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our certificate of incorporation will further provide that the U.S. federal district courts will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees. If a court were to find either exclusive forum provision of our certificate of incorporation to be inapplicable to or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could seriously harm our business.

We do not intend to pay dividends on our capital stock, so any returns will be limited to increases in the value of our Class A common stock.

We have never declared or paid any cash dividends on our capital stock. We currently anticipate that we will retain future earnings for the operation and expansion of our business. Accordingly, we do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, the terms of our Revolving Credit Facility contain, and any future credit facility or financing we obtain may

contain, terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Any return to stockholders will therefore be limited to increases in the price of our Class A common stock, if any.

We may be subject to securities litigation, which is expensive and could divert management attention.

The market price of our Class A common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

A LETTER FROM PETER SZULCZEWSKI, FOUNDER, CEO, AND CHAIRPERSON

To our stockholders and partners:

I wanted to share a bit about my personal background so you could better understand why I founded Wish and what drives me and the entire Wish team each and every day. I grew up in Soviet-controlled communist Poland in the 1980s where I learned first-hand what it is like to not have access to basic goods and services. I'd wait with excitement for my uncle to bring gifts – like Legos, my favorite – from his travels. I also dreamed about rare trips abroad where I could visit a shopping mall just to look around. These were my escapes from the reality of not having the access or means to purchase common everyday items. After leaving Poland, I went to the University of Waterloo to study mathematics and computer science, and then worked for ten years as an engineer at Google building advertising technology. At Google, I saw the impact that technology can have on the world and started to think about the type of technology platform it would take to address the problems of retail access and affordability that I felt so acutely during my childhood.

I founded Wish to help the underserved who have been neglected by existing ecommerce offerings. This massive population of value-conscious consumers works hard to make a living, but still cannot afford more expensive or branded goods. My goal is to bring affordable goods and services to this underserved population. I also wanted to help merchants and manufacturers – many of which are small family businesses – find new customers around the world.

I am very proud of the success we have had to date. As of September 30, 2020, we had over 100 million MAUs and over 500,000 merchants. We facilitated the shipment of over 640 million items during the twelve months ended September 30, 2020 to buyers across more than 100 countries. We were the #1 downloaded shopping app in each of the last three years and 90% of our usage is on mobile. We generated $2.3 billion of LTM revenue as of September 30, 2020, and grew over 30% in the first nine months of 2020. Through our Wish Local offering, we are now also helping almost 50,000 local independent stores grow their businesses amidst the heightened competition in today's digital ecommerce world.

Our global marketplace is underpinned by data and technology across every aspect of our business. Half of our employees are engineers and data scientists. We built a platform – with the right algorithms, data science and machine-learning capabilities – that just gets better with time and usage.

We are going to continue leveraging our scale, data science, and technology capabilities, and the power of discovery-oriented shopping experiences to:

1. Create the best mobile shopping mall that drives value and accessibility for as many consumers around the world as possible.
2. Enable brick and mortar stores, brands, merchants, and manufacturers to thrive in the highly competitive retail landscape by providing indispensable services to help grow and run their businesses and by delivering our massive base of value-oriented consumers.

Five key principles drive our strategic priorities at Wish:

- **Value.** We are focused on serving people in most need who cannot afford existing ecommerce offerings.
- **Globalization.** We are looking to serve and connect users and businesses around the world.
- **Discovery.** Discovery and entertainment are at the core of our product experience.
- **Personalization.** We use data science to deliver a deeply personalized shopping experience.

- **Enablement.** We enable merchants and manufacturers to run and grow their businesses by providing a suite of indispensable services.

In addition to these key principles, as a company we are relentlessly focused on continuous improvement and measurable impact. We have a deeply ingrained culture of experimentation and testing that we combine with rigorous standards of measurement. Based on data, we will both double down and pull back on various initiatives as we continually pursue better performance and results. We have made great progress to date, but we are still in the very early days of our journey and are excited for what lies ahead. I hope you join us.

Best,
Peter

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that are based on our beliefs and assumptions and on information currently available to us. The forward-looking statements are contained principally in “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” Forward-looking statements include all statements that are not historical facts such as information concerning our possible or assumed future results of operations and expenses, business strategies and plans, competitive position, business environment and potential growth strategies and opportunities. In some cases, forward-looking statements can be identified by terms such as “anticipates,” “believes,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “seeks,” “should,” “will,” “would” or similar expressions and the negatives of those terms.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Those risks include those described in “Risk Factors” and elsewhere in this prospectus. The inclusion of forward-looking information should not be regarded as a representation by us, the underwriters or any other person that the future plans, estimates, or expectations contemplated by us will be achieved. Given these uncertainties, you should not place undue reliance on any forward-looking statements in this prospectus. Also, forward-looking statements represent our beliefs and assumptions only as of the date of this prospectus. You should read this prospectus and the documents that we have filed as exhibits to the registration statement, of which this prospectus is a part, and any related free writing prospectus, completely and with the understanding that our actual future results may be materially different from what we expect.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. While we believe such information provides a reasonable basis for these statements, such information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

Any forward-looking statement made by us in this prospectus speaks only as of the date on which it is made. Except as required by law, we disclaim any obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. All forward-looking statements are expressly qualified in their entirety by the foregoing cautionary statements.

INDUSTRY DATA AND USER METRICS

This prospectus contains estimates and information concerning our industry, including market position, market size, and growth rates of the markets in which we participate, that are based on industry publications and reports. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates. We have not independently verified the accuracy or completeness of the data contained in these industry publications and reports. The industry in which we operate is subject to a high degree of uncertainty and risk due to variety of factors, including those described in the "Risk Factors" section. These and other factors could cause results to differ materially from those expressed in these publications and reports.

In addition, industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified market and industry data from third parties. Further, in August 2020 we commissioned a third-party vendor to conduct a study (the "Study") involving 2,850 participants across 10 countries. All participants received the same 50 questions. Responses were analyzed to identify demographic and consumer preference data, which is referenced in this document. While we believe our internal company research and commissioned studies are reliable and the market definitions are appropriate, neither such research nor these definitions have been verified by any independent source. The third-party industry publications, studies and surveys contained in this prospectus are identified by footnotes and are provided below:

- eMarketer, Global eCommerce 2020, June 2020.
- eMarketer, US Mobile Time Spent 2020, June 2020.
- eMarketer, US Private Label vs. Branded Retail Sales Share of CPG Products, by Channel, March 2019, March 2018, and August 2019.
- Euromonitor International Limited, Economies and Consumers, updated August 2020.
- Euromonitor International Limited, Retailing 2020 edition, published July 2020.
- Sensor Tower, analysis of store intelligence platform data, November 2019.
- IDC, Understanding the Needs of the Global Small and Medium-Sized Business Market, US46393020, May 2020.
- The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.
- United Nations Conference on Trade and Development, June 2020.
- Small Business Administration (SBA) Office of Advocacy, Frequently Asked Questions, 2018.
- CNBC, Small Business Survey, 2017, updated May 2019.
- First Insight, The State of Consumer Spending, published March 2019.
- United Nations Conference on Trade and Development, The International Day of Micro, Small and Medium Enterprises (MSMEs), June 2020.
- U.S. Census Bureau, analysis of population data from, 2019.

The numbers of monthly active users, LTM active buyers, items, and merchants presented in this prospectus are based on internal company data, and we use these numbers in managing our business. We believe that these numbers are reasonable estimates, and we take measures to improve their accuracy, such as eliminating known fictitious or "bot" accounts. There are inherent challenges in measuring usage across large mobile populations around the world. For example, our data regarding

the geographic location of our users and merchants is based on a number of factors, which may not always accurately reflect user location. We define a merchant as of a particular date as a unique merchant account on our platform, and a seller or selling entity may have several unique merchant accounts. In addition, our MAUs and LTM active buyers are based on unique email addresses, so it is possible for a single individual with multiple email addresses to open multiple accounts. We regularly review and may adjust our processes for calculating these metrics to improve their accuracy, and therefore it is possible that in future periods our reported metrics could change as a result of these adjustments. In addition, our MAU estimates will differ from estimates published by third parties due to differences in methodology. See the section titled "Risk Factors—Risks Related to our Business and Industry—We track certain performance metrics with internal tools and do not independently verify such metrics. Certain of our performance metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business."

USE OF PROCEEDS

We estimate that our net proceeds from this offering will be approximately $1.0 billion, or approximately $1.2 billion if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, net proceeds to us by $44 million, assuming that the number of shares offered by us on the cover page of this prospectus remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each 1.0 million increase or decrease, as applicable, in the number of shares of our Class A common stock offered by us would increase or decrease, as applicable, net proceeds to us by approximately $22 million, assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility and create a public market for our Class A common stock, obtain additional working capital, and facilitate our future access to the public equity markets to allow us to implement our business plan. We currently intend to use the net proceeds received by us from this offering for working capital, operating expenses, sales and marketing expenses to fund the growth of our business, and capital expenditures. In addition, we may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we have no current understandings, agreements or commitments for any specific material acquisitions at this time. We cannot specify with certainty the particular uses of the net proceeds that we received from this offering. Accordingly, we will have broad discretion in using these proceeds.

Pending our use of the net proceeds received by us from this offering, we intend to invest the net proceeds in short and intermediate term, interest-bearing obligations, investment grade instruments, certificates of deposit, or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future decision to declare cash dividends will be made at the discretion of our board of directors, subject to applicable laws. Additionally, our Revolving Credit Facility contains customary covenants, including restrictions on our ability to pay cash dividends.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and marketable securities, and capitalization as of September 30, 2020 on:

- an actual basis;
- a pro forma basis to give effect to: (i) the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 421,691,920 shares of Class A common stock, (ii) the exercise of an outstanding warrant to purchase 9,866,400 shares of our Series B redeemable convertible preferred stock and the conversion of that Series B redeemable convertible preferred stock into 9,866,400 shares of our Class A common stock on a net-exercise basis at an exercise price of $0.00001 per share, (iii) the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock; (iv) stock-based compensation expense of approximately $355 million associated with RSUs subject to service-based and liquidity-based vesting conditions, which we will recognize upon the completion of this offering, as further described in Note 2 to our consolidated financial statements included elsewhere in this prospectus, which is reflected as an increase to additional paid-in capital and accumulated deficit; and (v) the filing and effectiveness of our amended and restated certificate of incorporation in Delaware; and
- a pro forma as adjusted basis to give effect to: (i) the pro forma adjustments set forth above; and (ii) our sale and issuance in this offering of 46,000,000 shares of Class A common stock at the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and cash, cash equivalents and marketable securities, total stockholders' equity and total capitalization after this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table in conjunction with the sections titled “Management's Discussion and Analysis of Financial Condition and Results of Operations” and “Description of Capital Stock” and our consolidated financial statements and related notes included elsewhere in this prospectus.

	As of September 30, 2020		
	Actual	Pro Forma	Pro Forma As Adjusted[1]
	(in millions, except share and per share data)		
Cash, cash equivalents and marketable securities	$ 1,101	$ 1,101	$ 2,106
Redeemable convertible preferred stock warrant liability	$ 182	$ –	$ –
Redeemable convertible preferred stock, $0.0001 par value; 443,462,930 shares authorized, 421,691,920 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	$ 1,536	$ –	$ –
Stockholders' equity (deficit):			
Preferred stock, $0.0001 par value; no shares authorized, no shares issued and outstanding, actual; 100,000,000 shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	–	–	–
Common stock, $0.0001 par value; 730,000,000 shares authorized, 108,859,160 shares issued and outstanding, actual; no shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	–	–	–
Class A common stock, $0.0001 par value; no shares authorized, no shares issued and outstanding, actual; 3,000,000,000 shares authorized, 431,558,320 shares issued and outstanding, pro forma and 477,558,320 shares issued and outstanding, pro forma as adjusted	–	–	–
Class B common stock, $0.0001 par value; no shares authorized, no shares issued and outstanding, actual; 500,000,000 shares authorized, 108,859,160 shares issued and outstanding, pro forma and pro forma as adjusted	–	–	–
Additional paid-in capital	10	2,083	3,086
Accumulated deficit	(1,615)	(1,970)	(1,970)
Total stockholders' equity (deficit)	(1,605)	113	1,116
Total capitalization	$ 113	$ 113	$ 1,116

(1) A $1.00 increase or decrease in the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, each of cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' equity, and total capitalization by $44 million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, each of cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' equity, and total capitalization by $22 million, assuming that the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. The pro forma and pro forma as adjusted information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

The number of shares of our Class A common stock and Class B common stock issued and outstanding, pro forma and pro forma adjusted, in the table above is based on 431,558,320 shares of our Class A common stock (including our redeemable convertible preferred stock on an as-converted basis) and 108,859,160 shares of our Class B common stock outstanding as of September 30, 2020, which reflects the Warrant Net Issuance and excludes:

- 74,943,650 shares of our Class B common stock issuable upon the exercise of options outstanding as of September 30, 2020 under our 2010 Stock Plan, with a weighted-average exercise price of approximately $0.234 per share;
- 28,555,900 shares of our Class B common stock issuable under RSUs for which the service condition was satisfied as of September 30, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering;
- 21,679,260 shares of our Class B common stock issuable under RSUs that were outstanding as of September 30, 2020 for which the service condition was not satisfied as of September 30, 2020;
- 10,021,500 shares of our Class B common stock subject to RSUs that were granted after September 30, 2020 to Mr. Szulczewski pursuant to the CEO Performance Award, and vest upon the satisfaction of a service condition and achievement of certain stock price goals;
- 1,853,420 shares of our Class B common stock issuable under RSUs that were granted after September 30, 2020 (not including the CEO Performance Award);
- 550,000 shares of our Class B common stock issuable upon exercise of a warrant at an exercise price of $0.149 per share;
- the Series H Redeemable Convertible Preferred Stock Additional Issuance Shares; and
- 45,453,530 shares of our common stock reserved for issuance under our equity compensation plans, consisting of:
    - 36,000,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Equity Incentive Plan,
    - 1,953,530 shares of our Class B common stock reserved for issuance under our 2010 Stock Plan as of September 30, 2020, which will become available for issuance under our 2020 Equity Incentive Plan on the date of this prospectus, and
    - 7,500,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Employee Stock Purchase Plan.

Series H Redeemable Convertible Preferred Stock Additional Issuance

Immediately prior to the completion of this offering, each of our outstanding redeemable convertible preferred stock will automatically convert into our Class A common stock. The Series H Redeemable Convertible Preferred Stock Purchase Agreement (the “Series H SPA”) we entered into with the purchasers of our Series H redeemable convertible preferred stock provides that, based on the initial public offering price of this offering, the holders of Series H redeemable convertible preferred stock may receive an additional number of shares of Class A common stock such that the value of the Class A common stock issued upon conversion of the Series H redeemable convertible preferred stock in connection with this offering shall equal 150% of the aggregate consideration paid for the Series H redeemable convertible preferred stock (the “Series H Redeemable Convertible Preferred Stock Additional Issuance”).

The table below shows the effect of the Series H Redeemable Convertible Preferred Stock Additional Issuance at initial public offering prices of $22.00, $23.00, and $24.00 per share, which represent the low, mid, and high point, respectively, of the price range set forth on the cover page of this prospectus. However, the actual initial public offering price may be lower or higher than the midpoint of this range, which would increase or decrease, respectively, the number of shares of Class A common stock to be issued upon the conversion of our Series H redeemable convertible preferred stock, as described in more detail below. We will not know the initial public offering price and, as a result, the total number of shares of Class A common stock to be issued upon the conversion of the Series H redeemable convertible preferred stock, until the determination of the actual initial public offering price per share following the effectiveness of the registration statement of which this prospectus forms a part. If the initial public offering price exceeds approximately $25.44 per share, we will not be required to issue any additional shares of Class A common stock to the holders of Series H redeemable convertible preferred stock. The initial public offering prices shown in the table below are hypothetical and illustrative.

Initial Public Offering Price Per Share	Number of Additional Shares of Class A Common Stock to be Issued Pursuant to the Series H Redeemable Convertible Preferred Stock Additional Issuance
$22.00	1,473,624
$23.00	999,315
$24.00	564,531

DILUTION

If you invest in our Class A common stock, your ownership interest will be diluted to the extent of the difference between the offering price per share of our Class A common stock and the pro forma as adjusted net tangible book value per share of our Class A and Class B common stock immediately after this offering. Dilution results from the fact that the per share offering price of our Class A common stock is substantially higher than the book value per share attributable to our existing stockholders. Pro forma net tangible book value per share represents the amount of stockholders' equity (deficit) excluding intangible assets, divided by the number of shares of common stock outstanding at that date, after giving effect to the automatic conversion of our redeemable convertible preferred stock, including the redeemable convertible preferred stock issuable upon the automatic net exercise of an outstanding warrant, immediately prior to the completion of this offering.

Our historical net tangible book value (deficit) as of September 30, 2020 was $(1.6) billion, or $(14.74) per share of common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities and redeemable convertible preferred stock, which is not included within our stockholders' equity (deficit). Historical net tangible book value (deficit) per share represents historical net tangible book value (deficit) divided by the number of shares of our common stock outstanding as of September 30, 2020.

Our pro forma net tangible book value as of September 30, 2020 was $113 million, or $0.21 per share of common stock. Our pro forma net tangible book value per share represents the amount of our total tangible assets reduced by the amount of our total liabilities and divided by the total number of shares of our common stock outstanding as of September 30, 2020, after giving effect to (i) the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 421,691,920 shares of Class A common stock, (ii) the exercise of an outstanding warrant to purchase 9,866,400 shares of our Series B redeemable convertible preferred stock into 9,866,400 shares of our Class A common stock on a net-exercise basis at an exercise price of $0.00001 per share, (iii) the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, and (iv) the filing and effectiveness of our amended and restated certificate of incorporation in Delaware.

After giving effect to our sale in this offering of shares of Class A common stock at an assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of September 30, 2020 would have been approximately $1.1 billion, or $1.90 per share of common stock. This represents an immediate pro forma as adjusted dilution of $21.10 per share to investors purchasing shares in this offering.

The following table illustrates this per share dilution.

Assumed initial offering price per share		$23.00
Historical net tangible book value (deficit) per share as of September 30, 2020	$(14.74)	
Increase per share attributable to the pro forma adjustments described above	14.95	
Pro forma net tangible book value per share as of September 30, 2020	0.21	
Increase in pro forma net tangible book value per share attributable to investors purchasing shares in this offering	1.69	
Pro forma as adjusted net tangible book value per share after giving effect to this offering		1.90
Dilution in pro forma as adjusted net tangible book value per share to investors in this offering		$21.10

A $1.00 increase or decrease in the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, our pro forma as adjusted net tangible book value per share after this offering by $0.07, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus remains the same, and after deducting underwriting discounts and commissions, and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase of 1.0 million in the number of shares offered by us would increase our pro forma as adjusted net tangible book value by $22 million, or $0.03 per share, and the dilution per share to investors participating in this offering would be $21.06 per share, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us. Similarly, each decrease of 1.0 million shares in the number of shares offered by us would decrease our pro forma as adjusted net tangible book value by $22 million, or $0.03 per share, and the dilution per share to investors participating in this offering would be $21.13 per share, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us. The pro forma as adjusted information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

If the underwriters exercise their option to purchase additional shares in full, the pro forma as adjusted net tangible book value per share after giving effect to this offering would be approximately $2.14 representing an immediate increase in pro forma net tangible book value per share of $1.93 to existing stockholders and immediate dilution in pro forma as adjusted net tangible book value per share of $20.86 to new investors purchasing common stock in this offering, assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts.

The following table summarizes, on a pro forma as adjusted basis described above as of September 30, 2020, the total cash consideration paid and the average price per share paid by our existing stockholders and by our new investors purchasing shares in this offering at the assumed offering price of our Class A common stock of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions, and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Weighted-Average Price Per Share
	Number	Percent	Amount (in millions)	Percent	
Existing stockholders	540,417,480	92.2%	$ 1,546	59.4%	$ 2.86
New investors	46,000,000	7.8	1,058	40.6	$ 23.00
Total	586,417,780	100%	$ 2,604	100%	

A $1.00 increase or decrease in the assumed initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, total consideration paid by new investors by $46 million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by 1.0 percentage point and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by 1.1 percentage points, assuming that the number of shares offered by us on the cover page of this prospectus remains the same, and after deducting underwriting discounts and commissions. We may also increase or decrease the number of shares we are offering. An increase or decrease of 1.0 million in the number of shares offered by us would increase or decrease, as applicable, total consideration paid by new investors by $23 million, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us.

The table above assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters exercise their option to purchase additional shares in full, our existing stockholders would own 91.1% and our new investors would own 8.9% of the total number of shares outstanding after this offering.

The foregoing tables and calculations (other than the historical net tangible book value calculation) are based on the our Class A common stock and Class B common stock that will be outstanding after this offering is based on 431,558,320 shares of our Class A common stock (including our redeemable convertible preferred stock on an as-converted basis) and 108,859,160 shares of our Class B common stock outstanding as of September 30, 2020, which reflects the Warrant Net Issuance, and excludes:

- 74,943,650 shares of our Class B common stock issuable upon the exercise of options outstanding as of September 30, 2020 under our 2010 Stock Plan, with a weighted-average exercise price of approximately $0.234 per share;
- 28,555,900 shares of our Class B common stock issuable under RSUs for which the service condition was satisfied as of September 30, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering;
- 21,679,260 shares of our Class B common stock issuable under RSUs that were outstanding as of September 30, 2020 for which the service condition was not satisfied as of September 30, 2020;
- 10,021,500 shares of our Class B common stock subject to RSUs that were granted after September 30, 2020 to Mr. Szulczewski pursuant to the CEO Performance Award, and vest upon the satisfaction of a service condition and achievement of certain stock price goals;
- 1,853,420 shares of our Class B common stock issuable under RSUs that were granted after September 30, 2020 (not including the CEO Performance Award);
- 550,000 shares of our Class B common stock issuable upon exercise of a warrant at an exercise price of $0.149 per share;
- the Series H Redeemable Convertible Preferred Stock Additional Issuance Shares; and
- 45,453,530 shares of our common stock reserved for issuance under our equity compensation plans, consisting of:
    - 36,000,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Equity Incentive Plan,
    - 1,953,530 shares of our Class B common stock reserved for issuance under our 2010 Stock Plan as of September 30, 2020, which will become available for issuance under our 2020 Equity Incentive Plan on the date of this prospectus, and
    - 7,500,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Employee Stock Purchase Plan.

To the extent that any outstanding options or warrants are exercised, outstanding RSUs settle, new options or RSUs are issued under our stock-based compensation plans, or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. If we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders.

Series H Redeemable Convertible Preferred Stock Additional Issuance

The effect of the Series H Redeemable Convertible Preferred Stock Additional Issuance, as more fully described in "Capitalization—Series H Redeemable Convertible Preferred Stock Additional Issuance", at initial public offering prices of $22.00, $23.00, and $24.00 per share, which represent the low, mid, and high point of the price range, respectively, would result in an immediate dilution in pro forma as adjusted net tangible book value per share of $20.18, $21.10, and $22.02, respectively, to new investors purchasing Class A common stock in this offering. For additional information, see the section titled "Capitalization—Series H Redeemable Convertible Preferred Stock Additional Issuance."

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

The following tables show selected consolidated financial data. The selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2017, 2018, and 2019, and the selected consolidated balance sheet data as of December 31, 2018 and 2019 are derived from our audited consolidated financial statements and related notes included elsewhere in this prospectus. The selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2015 and 2016 and the selected consolidated balance sheet data as of December 31, 2015, 2016, and 2017 are derived from our audited consolidated financial statements that are not included in this prospectus. The selected consolidated statements of operations and comprehensive loss data for the nine months ended September 30, 2019 and 2020 and the consolidated balance sheet data as of September 30, 2020 are derived from our unaudited interim consolidated financial statements that are included elsewhere in this prospectus. We have prepared the unaudited interim consolidated financial statements on the same basis as the audited consolidated financial statements. We have included, in our opinion, all adjustments necessary to state fairly our financial position as of September 30, 2020 and the results of operations for the nine months ended September 30, 2019 and 2020. Our historical results are not necessarily indicative of our results of operations to be expected for any future period and the results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results to be expected for the year ending December 31, 2020 or any other future period. The following tables also show certain operational and non-GAAP financial measures. See the accompanying footnotes and "Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures" below for more information. Our historical results and key metrics are not necessarily indicative of future results.

The following selected consolidated financial data and key metrics should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year Ended December 31,					Nine Months Ended September 30,	
	2015[3]	2016[3]	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)						
Consolidated Statements of Operations and Comprehensive Loss Data:							
Revenue	$ 144	$ 445	$ 1,101	$ 1,728	$1,901	$ 1,325	$ 1,747
Cost of revenue[1]	78	131	205	278	443	255	605
Gross profit	66	314	896	1,450	1,458	1,070	1,142
Operating expenses:[1]							
Sales and marketing	560	428	989	1,576	1,463	995	1,125
Product development	6	10	28	45	74	52	72
General and administrative	22	17	26	52	65	47	65
Total operating expenses	588	455	1,043	1,673	1,602	1,094	1,262
Loss from operations	(522)	(141)	(147)	(223)	(144)	(24)	(120)

	Year Ended December 31,					Nine Months Ended September 30,	
	2015[3]	2016[3]	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)						
Other income (expense), net:							
Interest and other income (expense), net	(5)	(5)	10	15	19	16	–
Remeasurement of redeemable convertible preferred stock warrant liability	(10)	(5)	(70)	–	(3)	3	(55)
Loss before provision for income taxes	(537)	(151)	(207)	(208)	(128)	(5)	(175)
Provision for income taxes	–	–	–	–	1	—	1
Net loss and comprehensive loss	(537)	(151)	(207)	(208)	(129)	(5)	(176)
Deemed dividend to redeemable convertible preferred stockholders	–	–	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (537)	$ (151)	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Net loss per share attributable to common stockholders, basic and diluted[2]	$ (5.61)	$ (1.55)	$ (2.46)	$ (2.02)	$ (1.31)	$ (0.12)	$ (1.65)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted[2]	95,713,977	97,539,405	100,388,409	102,966,038	104,045,615	104,174,437	106,935,604
Pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted (unaudited)[2]					$ (0.23)		$ (0.31)
Weighted-average shares used in computing pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted (unaudited)[2]					556,584,145		568,049,138

(1) Cost of revenue and operating expenses include stock-based compensation expense of $19 million, $7 million, $8 million, $2 million, $2 million, $2 million, and $9 million for the years ended December 31, 2015, 2016, 2017, 2018, and 2019, and the nine months ended September 30, 2019 and 2020, respectively. Following this offering, our future operating expenses, particularly in the quarter in which this offering is completed, will include substantial stock-based compensation expense with respect to our RSUs as well as any other stock-based awards we may grant in the future.

(2) See Note 11 and Note 12 of the notes to our consolidated financial statements included in this prospectus for a description of how we compute basic and diluted net loss per share attributable to common stockholders and pro forma basic and diluted net loss per share attributable to common stockholders.

(3) On January 1, 2018, we adopted Topic 606, on a modified retrospective basis. Accordingly, our audited consolidated financial statements for 2018 were adjusted to conform to Topic 606 and our consolidated financial statements for 2019, and unaudited consolidated financial statements for the nine months ended September 30, 2019 and 2020 were reported under Topic 606. Our audited consolidated financial statements for 2015, 2016, and 2017 were reported under Topic 605. See Note 2 of the notes to our consolidated financial statements included in this prospectus.

	As of December 31,					As of September 30,
	2015	2016	2017	2018	2019	2020
	(in millions)					
Consolidated Balance Sheet Data:						
Cash, cash equivalents and marketable securities	$ 359	$ 752	$ 1,122	$ 1,014	$ 1,078	$ 1,101
Working capital	57	289	352	134	134	55
Total assets	434	862	1,301	1,193	1,366	1,342
Redeemable convertible preferred stock warrant liability	51	67	124	124	127	182
Redeemable convertible preferred stock	744	1,107	1,376	1,376	1,536	1,536
Total stockholders' deficit	(692)	(830)	(1,076)	(1,287)	(1,439)	(1,605)

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
Other Operational and Financial Data:							
Monthly Active Users ("MAUs")[1]	21	30	49	73	90	81	108
LTM Active Buyers[1]	18	31	52	64	62	60	68
Adjusted EBITDA[1]	$ (502)	$ (132)	$ (135)	$ (211)	$ (127)	$ (11)	$ (99)
Adjusted EBITDA Margin[1]	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%
Free Cash Flow[1]	$ (305)	$ 15	$ 134	$ (114)	$ (71)	$ (50)	$ 23

(1) See the section titled "—Other Financial Information and Data" below for more information.

Other Financial Information and Data

In addition to the measures presented in our consolidated financial statements, we use the following key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

Monthly Active Users

We define MAUs as the number of unique users that visited the Wish platform, either on our mobile app, mobile web, or on a desktop, during the month.[14] MAUs for a given reporting period equal the average of the MAUs for that period. An active user is identified by a unique email-address; a single person can have multiple user accounts via multiple email addresses. The change in MAUs in a reported period captures both the inflow of new users as well as the outflow of existing users who did not visit the platform in a given month. We view the number of MAUs as key driver of revenue growth as well as a key indicator of user engagement and awareness of our brand.

LTM Active Buyers

As of the last date of each reported period, we determine our number of unique active buyers by counting the total number of individual users who have placed at least one order on the Wish platform, either on our mobile app, mobile web, or on desktop, during the preceding 12 months. We, however, exclude from the computation those buyers whose order is cancelled before the item is shipped and the purchase price is refunded. The number of Active Buyers is an indicator of our ability to attract and monetize a large user base to our platform and of our ability to convert visits into purchases. We believe that increasing our Active Buyers will be a significant driver to our future revenue growth.

14 Wish apps include Wish, Wish Local for Partner Stores, Geek, Home Design & Décor Shopping, Mama, and Cute.

Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA Margin

In this prospectus, we provide Adjusted EBITDA, a non-GAAP financial measure that represents our net income (loss) before interest and other income (expense), net (which includes foreign exchange gain or loss and gain or loss on one time transactions recognized), income tax expense, and depreciation and amortization, adjusted to eliminate stock-based compensation expense and remeasurement of redeemable convertible preferred stock warrant liability, and to add back certain recurring other items. Additionally, in this prospectus, we provide Adjusted EBITDA Margin, a non-GAAP financial measure that represents Adjusted EBITDA divided by revenue. Below is a reconciliation of Adjusted EBITDA to net loss, the most directly comparable GAAP financial measure.

We have included Adjusted EBITDA and Adjusted EBITDA Margin in this prospectus because they are key measures used by our management and board of directors to understand and evaluate our operating performance and trends and how we are allocating internal resources, to prepare and approve our annual budget and to develop short- and long-term operating plans. We also believe that the exclusion of certain items in calculating Adjusted EBITDA can provide a useful measure for period-to-period comparisons of our business as it removes the impact of non-cash items and certain variable charges.

Adjusted EBITDA has limitations as an analytical measure, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not consider the potentially dilutive impact of stock-based compensation;
- Adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and
- other companies, including companies in our industry, may calculate Adjusted EBITDA differently, which reduces its usefulness as a comparative measure.

Because of these limitations, you should consider Adjusted EBITDA and Adjusted EBITDA Margin alongside other financial performance measures, including various cash flow metrics, net income (loss) and our other GAAP results.

The following table reflects the reconciliation of net loss to Adjusted EBITDA and net loss as a percentage of revenue to Adjusted EBITDA margin for each of the periods indicated:

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
Revenue	$ 144	$ 445	$1,101	$1,728	$1,901	$1,325	$1,747
Net loss	(537)	(151)	(207)	(208)	(129)	(5)	(176)
Net loss as a percentage of revenue	(373)%	(34)%	(19)%	(12)%	(7)%	(0)%	(10)%
Excluding:							
Interest and other income (expense), net	5	5	(10)	(15)	(19)	(16)	–
Provision for income taxes	–	–	–	–	1	–	1
Depreciation and amortization	1	2	4	8	10	7	9
Stock-based compensation expense	19	7	8	2	2	2	9
Remeasurement of redeemable convertible preferred stock warrant liability	10	5	70	–	3	(3)	55
Recurring other items	–	–	–	2	5	4	3
Adjusted EBITDA	$ (502)	$ (132)	$ (135)	$ (211)	$ (127)	$ (11)	$ (99)
Adjusted EBITDA Margin	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%

The following table summarizes our cash flows for the periods presented:

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions)						
Net cash provided by (used in) operating activities	$ (298)	$ 21	$ 146	$ (94)	$ (60)	$ (44)	24
Net cash provided by (used in) investing activities	(113)	(23)	(192)	(16)	(40)	(23)	77
Net cash provided by (used in) financing activities	508	379	212	(5)	132	132	(1)

Free Cash Flow

In this prospectus, we also provide Free Cash Flow, a non-GAAP financial measure that represents net cash provided by (used in) operating activities less purchases of property and equipment. We believe that Free Cash Flow is an important measure since we use third parties to host our services and therefore we do not incur significant capital expenditures to support revenue generating activities.

Free cash flow has limitations as an analytical measure, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- it is not a substitute for net cash provided by (used in) operating activities;

- other companies may calculate free cash flow or similarly titled non-GAAP measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of free cash flow as a tool for comparison; and
- the utility of free cash flow is further limited as it does not reflect our future contractual commitments and does not represent the total increase or decrease in our cash balance for any given period.

Because of these limitations, you should consider Free Cash Flow alongside other financial performance measures, such as net cash provided by (used in) operating activities, net income (loss) and our other GAAP results.

The following table reflects the reconciliation of net cash provided by (used in) operating activities to Free Cash Flow for each of the periods indicated:

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions)						
Net cash provided by (used in) operating activities	$(298)	$ 21	$ 146	$ (94)	$ (60)	$ (44)	$ 24
Less:							
Purchases of property and equipment	7	6	12	20	11	6	1
Free Cash Flow	$(305)	$ 15	$ 134	$(114)	$ (71)	$ (50)	$ 23

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the section titled "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties about our business and operations. Our actual results and the timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those we describe under the section titled "Risk Factors" and elsewhere in this prospectus.

Overview

We launched Wish with a simple mission—to bring an affordable and entertaining mobile shopping experience to billions of consumers around the world. Since our founding in 2010, we have become one of the largest and fastest growing global ecommerce platforms, connecting more than 100 million monthly active users in over 100 countries to over 500,000 merchants offering approximately 150 million items. Our platform combines technology and data science capabilities, an innovative and discovery-based mobile shopping experience, a comprehensive suite of indispensable merchant services, and a massive scale of users, merchants, and items. This combination has allowed us to become the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[15]

We are revolutionizing mobile with a user experience that is mobile-first, discovery-based, deeply-personalized and entertaining. Over 90% of our user activity and purchases occur on our mobile app. Our data science capabilities allow us to mirror how consumers have shopped for decades in brick-and-mortar stores by offering a discovery-based shopping experience on a mobile device. Our highly-personalized product feed enables our users to discover products they want to purchase by simply scrolling through our mobile app and browsing. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Wish users engage with our app in a similar manner to how they engage with social media; scrolling through image-rich, highly-engaging, and interactive content. To enhance user engagement, we incorporate fresh gamified features, rich user-generated content including photos, videos, and reviews, and a wide range of relevant products to make shopping more entertaining. Our differentiated user experience has driven superior engagement with Wish users spending on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

We also built Wish to empower merchants around the world. We define a merchant as of a particular date as a unique merchant account on our platform. Today, most of our merchants are based in China. We initially grew our platform focusing on merchants in China, the world's largest exporter of goods for the last decade,[16] due to these merchants' strength in selling quality products at competitive prices. We continue to expand our merchant base around the world. The number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. In particular, the number of merchants on our platform in the U.S. has grown approximately 268% since 2019. Through our diversified and global merchant base, we are able to offer greater depth and breadth of categories and products. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services, including demand generation and engagement, user-generated content creation, data intelligence, promotional and logistics capabilities, and business operations support, all in a cost-efficient manner.

15 Sensor Tower, analysis of store intelligence platform data, November 2019.
16 The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.

Local brick-and-mortar stores worldwide are struggling to attract consumers and compete in a retail world being transformed by ecommerce and industry consolidation. We launched Wish Local in 2019 to help these merchants increase their online reach and discovery, gain foot traffic, and drive additional sales. Today, we have almost 50,000 Wish Local partners in 50 countries. Over 40% of these merchants have signed up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. Our Wish Local partners also serve as Wish Pickup locations for online Wish orders, which effectively gives us a local warehousing and fulfillment footprint around the world without owning any real estate.

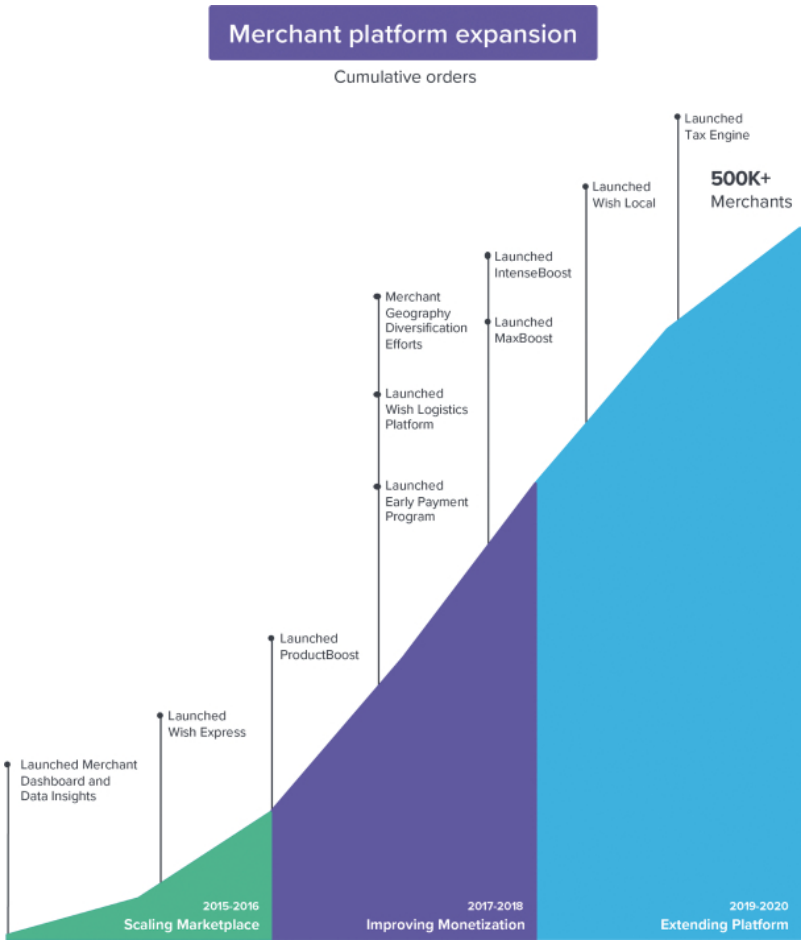
Our data science capabilities provide us with a unique competitive advantage and are core to our business operations. We collect, analyze, and utilize data across over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support. For example, our user acquisition strategies utilize our data science capabilities to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and user conversion. We also leverage our data and unique insights to extend our platform outside of our core business and drive additional growth opportunities, including new services to merchants and new categories for users.

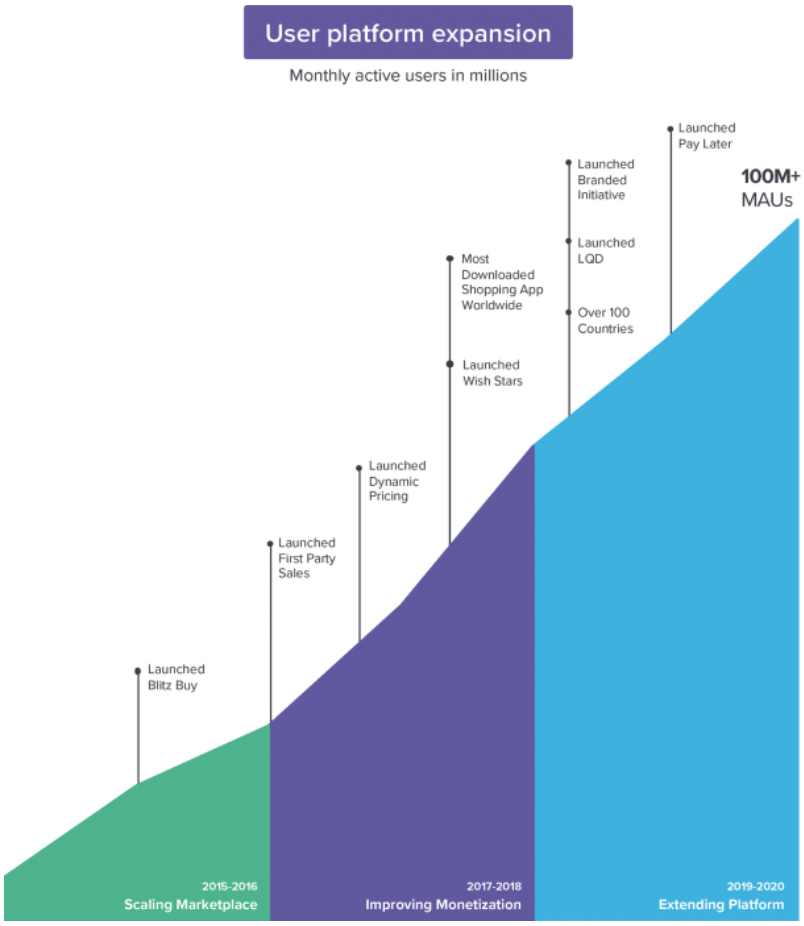
Our proprietary data and technology also fuel our powerful network effects. As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform to grow their businesses, broadening our product selection, which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and has made Wish one of the largest ecommerce marketplaces in the world.

We have experienced substantial growth since our founding in 2010. We grew our revenue from $1.1 billion in 2017 to $1.9 billion in 2019 at a compound annual growth rate of 31% and from $1.3 billion for the nine months ended September 30, 2019 to $1.7 billion for the nine months ended September 30, 2020, an increase of 32%. Our revenue is diversified and global. In 2019, 93% of our revenue was from marketplace services, 84% of which was from core marketplace revenue and 16% of which was from our native advertising tool, ProductBoost, and 7% was from logistics services. ProductBoost is an advertising feature by which our merchants can promote their listings within user feeds. For the nine months ended September 30, 2020, 82% of our revenue was from marketplace services, 90% of which was from core marketplace revenue and 10% of which was from ProductBoost, and 18% was from logistics services. In terms of geographic diversification by users, for the nine months ended September 30, 2020, 43% of our core marketplace revenue came from Europe, 42% from North America, 5% from South America, and 10% from the rest of the world. Our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float, where we receive an upfront payment from a user, and remit payment to a merchant a number of weeks later. In 2019, we generated a net loss of $129 million and Adjusted EBITDA of $(127) million, compared to a net loss of $208 million and Adjusted EBITDA of $(211) million in 2018, and a net loss of $207 million and Adjusted EBITDA of $(135) million in 2017. For the nine months ended September 30, 2020, we generated a net loss of $176 million and

Adjusted EBITDA of $(99) million, compared to a net loss of $5 million and Adjusted EBITDA of $(11) million for the nine months ended September 30, 2019. See the section titled "Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Key Milestones





Since our founding in 2010, we have scaled our marketplace connecting millions of users with our merchants, improved monetization of our platform, and made substantial investments to further extend our platform to new services, channels, and categories.

Scaling Marketplace

In 2015 and 2016, we focused on scaling our marketplace and building an affordable and entertaining mobile shopping platform.

- On the consumer platform:
  - We utilized our data science capabilities to acquire users worldwide and grew our monthly active user base to approximately 49 million by 2017.
  - In 2015, we launched Blitz Buy, one of our first gamified features on the platform, which offers users once-a-day sales on a selection of extra discounted products. In 2016, we began to introduce on a limited basis, first-party sales, where we source and procure merchandise to sell on our own behalf.
- On the merchant platform:
  - To supplement our merchant dashboard and data insights, we introduced additional features on our platform to help our merchants increase user exposure. We launched Wish Express, which helps merchants increase impressions to users who want faster delivery by designating certain eligible products as “Wish Express.” We also launched ProductBoost, a native advertising tool that allows merchants to pay a fee to move their products higher up within the product rankings.

Improving Monetization

Starting in 2017, we increased our focus on further improving engagement and monetization of our users and merchants.

- On the consumer platform:
  - In 2017, we began to deploy dynamic pricing at scale, which utilizes our rich data set to instantly adjust prices across products to optimize user conversion as well as increase our margin.
  - In 2018, we diversified our marketing efforts to include sports partnerships, TV campaigns, and our Wish Stars program. These additional marketing programs enabled us to acquire more users in a cost-efficient manner.
- On the merchant platform:
  - Throughout 2017 and 2018, we continued to expand our merchant base globally.
  - In 2018, to serve our merchants’ different advertising needs, we introduced, as part of our ProductBoost offerings, MaxBoost, which enables additional product impressions outside of Wish including on social media platforms, and IntenseBoost, which provides increased product impressions in a shorter period of time.
  - In 2018, we launched our logistics platform that includes a number of proprietary logistics service programs aimed at reducing cost and operational friction associated with cross-border fulfillment for our merchant base.
  - In 2018, we launched the early payment program to accelerate payment to select qualified merchants and aid their working capital management.

Extending Platform

Since 2019, we have continued to develop new services that improve the Wish user experience by continuing to offer an affordable and entertaining mobile shopping platform as well as helping our merchants succeed and grow their businesses.

- On the consumer platform:
  - In 2019, we began to offer affordable brands and off-price branded inventory to provide our users with a larger selection of products.

- In 2019, we launched Limited Quantity Deals (“LQD”) which price higher cost items at under a dollar for a limited time only. Only one user can win the LQD, and this gamified experience drives higher engagement and overall spend on our platform.
- In 2019, we launched Pay Later program where users can defer payment for up to 30 days.

- On the merchant platform:
  - In 2019, we continued to grow and diversify our merchant base.
  - In 2019, in response to certain expected changes to the Universal Postal Union Treaty and overall increasing logistics costs globally, particularly costs related to ChinaPost services, we have invested in new logistics offerings and related technology and data science to further diversify our logistics operations. The percentage of packages shipped through our proprietary logistics platform has grown substantially from 0% in 2016 to over 90% in October 2020. Of this volume, we perform all logistic services on behalf of our merchants for approximately 50% of the packages. For the remaining 50%, merchants can choose the carrier and the desired service level based on what is available on our logistics platform. As a result, we also grew our logistics revenue from over $6 million in 2018 to approximately $607 million on an annual run-rate basis based on the three months ended September 30, 2020.
  - In 2019, we launched Wish Local to help local brick-and-mortar stores reach our massive user base, leverage our technology platform and digitize their storefronts. We have since grown our Wish Local program to almost 50,000 stores in 50 countries.
  - In 2019, we launched our tax engine that assists merchants with local tax requirements compliance.

Our Financial Model

Our business benefits from powerful network effects, fueled by our data advantage and massive scale. As more users join Wish, attracted by our affordable value proposition and shopping experience, we are able to increase revenue potential for our merchants. As more merchants succeed on Wish, more merchants join the platform and grow their businesses with Wish, broadening our product selection, which in turn improves user experience. By developing a strategy focused on users and merchants, we align user and merchant success with the success of our financial model. The growth in users and merchants generates more data, further strengthens our data advantage and creates an even better experience for everyone on our platform, in turn attracting more users and high-quality merchants.

Our model relies on cost-effectively adding new users, converting those users into buyers and improving engagement and monetization of those buyers on Wish over time as well as adding new merchants, delivering economic success for those merchants, and having those merchants use more of our end-to-end platform.

The following are key elements of our financial model that drive our growth:

- **Increase the scale and growth of our user and buyer base.** Attracting and engaging users have been our key areas of focus since our founding. We measure our effectiveness in attracting and engaging users through metrics such as our MAUs, which increased over 33% from the nine months ended September 30, 2019 and to the nine months ended September 30, 2020, as well as the average minutes spent per visit by user. These increases have primarily been driven by the growing popularity and recognition of our brand and platform, the user

preferences for our differentiated mobile shopping experience, wide selection of attractively priced products, and the success of our promotional and marketing campaigns. This growth has contributed to making Wish the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[17] As a result, we have experienced significant revenue growth in recent periods. We will need to continue to invest in our marketing efforts to attract additional users and buyers and to enhance our brand and drive user engagement, and over time we will need to do this cost-effectively in order to achieve profitability.

- **Invest in our sales and marketing engine**. We have made significant investments in our data science which underpins all aspects of our operations including marketing and user acquisition. By leveraging our unique and scaled data set and algorithms, our goal is to execute cost-effective and successful digital marketing strategies to acquire new users and re-engage existing users on the Wish platform. We consider our user acquisition expertise a strong competitive advantage and have invested in this capability over time to continue to drive user and revenue growth. We will need to continue to invest in our marketing efforts to attract new users and increase user engagement.
- **Increase the cumulative lifetime value of our users**. Our ability to successfully drive improvements in user engagement and monetization on the Wish platform will be an important driver in expanding the cumulative lifetime value of our users and allow us to achieve profitability. We utilize data science to estimate lifetime value of users and accordingly adjust our user acquisition strategies to maximize our return on marketing investment. We also deploy dynamic pricing to drive effective monetization of our user base. Dynamic pricing utilizes our data to instantly adjust prices across products to optimize user conversion and has increased our margins.
- **Continue to grow and diversify our merchant base and product categories**. As of September 30, 2020, we had over 500,000 merchants on our platform. While most of our merchants today are based in China and sell unbranded goods, we plan to continue to grow our merchant base globally and diversify our product categories. While we initially grew our platform focusing on merchants in China due to their production strength, we have since started to diversify our merchant base around the world; the number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. We believe the increase in the number and the diversity of merchants leads to more competitive pricing and broader product categories, which will in turn help us attract more users, generating powerful network effects.
- **Continue to innovate and expand our platform**. We generate revenue primarily from commissions earned on the sales by our merchants on the Wish marketplace, as well as from fees from offering our logistics platform to our merchants. We aim to enhance the value of our platform by broadening our marketplace service offerings, expanding the size and engagement of our user base, and improving data insights and services available to our merchants across digital marketing, payments, logistics, user support, and operations. We believe that expanding our platform will attract more merchants to Wish and drive our revenue.

  In recent periods, our logistics and advertising offerings provided critical capabilities to our merchants to improve their operations and sales, which has driven their success on Wish and in turn, our growth. We have been able to drive strong adoption of these merchant offerings and intend to continue to invest to increase this adoption. For example, approximately 30% of our merchants have utilized ProductBoost in 2020 to date. This has enabled our logistics and advertising to reach approximately $607 million and $196 million, respectively, on an annual run-rate basis based on the three months ended September 30, 2020. We aim to continue to expand our platform so that we can grow and diversify our future revenue streams.

[17] Sensor Tower, analysis of store intelligence platform data, November 2019.

- **Our ability to manage our costs by leveraging the scale of our business.** Our results of operations depend on our ability to manage our costs. While we expect our costs to increase as we grow our business, we do not expect our costs to grow at the same pace as our revenue because we do not require a proportional increase in the size of our workforce and infrastructure to support our revenue growth. This operating leverage resulted in revenue per employee of $2.8 million for the twelve months ended September 30, 2020, which has increased from $2.6 million in 2017. We believe that our platform model has significant operating leverage and enables us to realize structural cost savings.

  As we focused on driving the growth of our marketplace, we invested significantly in marketing activities to target and acquire users we believe will have a high propensity to transact on our platform, and promote our brand and our platform. Our sales and marketing expenses were $1.0 billion in 2017, $1.6 billion in 2018, and $1.5 billion in 2019, representing 90%, 91%, and 78% of revenue, respectively, and $1.0 billion and $1.1 billion for the nine months ended September 30, 2019 and 2020, representing 75% and 64% of revenue, respectively. While our sales and marketing expenses comprises the majority of our operating expenses, we have the flexibility to scale them up or down on a daily basis depending on the unit economics of the users. These marketing spend decisions are informed by deep data science optimized to maximize return. We anticipate that sales and marketing expenses will continue to be our most significant operating expense in the future and our overall profitability will depend on the success of our investments in sales and marketing.

  Our data-driven sales and marketing strategy and lean and highly-efficient operations have allowed us to reduce our net losses from $207 million in 2017 compared to $129 million in 2019. As our business continues to grow, we believe we will be able to take advantage of economies of scale to further improve our operational efficiency.

- **Capital efficiency of our business model.** We operate an asset-light business model and have achieved substantial revenue growth with limited capital requirements. Our business model enables us to avoid the costs, risks and capital requirements associated with sourcing merchandise or holding inventory. As a result, our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float.

Other Financial Information and Data

In addition to the measures presented in our consolidated financial statements, we use the following key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
MAU	21	30	49	73	90	81	108
LTM Active Buyers…	18	31	52	64	62	60	68
Adjusted EBITDA…	$(502)	$(132)	$(135)	$(211)	$(127)	$ (11)	$ (99)
Adjusted EBITDA Margin…	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%
Free Cash Flow…	$(305)	$ 15	$ 134	$(114)	$ (71)	$ (50)	$ 23

Monthly Active Users

We define MAUs as the number of unique users that visited the Wish platform, either on our mobile app, mobile web, or on a desktop, during the month.[18] MAUs for a given reporting period equal the average of the MAUs for that period. An active user is identified by a unique email-address; a single person can have multiple user accounts via multiple email addresses. The change in MAUs in a reported period captures both the inflow of new users as well as the outflow of existing users who did not visit the platform in a given month. We view the number of MAUs as key driver of revenue growth as well as a key indicator of user engagement and awareness of our brand.

LTM Active Buyers

As of the last date of each reported period, we determine our number of unique active buyers by counting the total number of individual users who have placed at least one order on the Wish platform, either on our mobile app, mobile web, or on a desktop, during the preceding 12 months. We, however, exclude from the computation those buyers whose order is cancelled before the item is shipped and the purchase price is refunded. The number of Active Buyers is an indicator of our ability to attract and monetize a large user base to our platform and of our ability to convert visits into purchases. We believe that increasing our Active Buyers will be a significant driver to our future revenue growth.

Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA Margin

In this prospectus, we provide Adjusted EBITDA, a non-GAAP financial measure that represents our net income (loss) before interest and other income (expense), net (which includes foreign exchange gain or loss and gain or loss on one time transactions recognized), income tax expense, and depreciation and amortization, adjusted to eliminate stock-based compensation expense and remeasurement of redeemable convertible preferred stock warrant liability, and to add back certain recurring other items. Additionally, in this prospectus, we provide Adjusted EBITDA Margin, a non-GAAP financial measure that represents Adjusted EBITDA divided by revenue. See the section titled "Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

[18] Wish apps include Wish, Wish Local for Partner Stores, Geek, Home Design & Décor Shopping, Mama, and Cute.

Free Cash Flow

In this prospectus, we also provide Free Cash Flow, a non-GAAP financial measure that represents net cash provided by (used in) operating activities less purchases of property and equipment. See the section titled "Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Free Cash Flow to net cash provided by (used in) operating activities, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Key Factors Affecting our Performance

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in the section titled "Risk Factors."

Buyer Lifetime Value and Buyer Acquisition Cost Efficiency

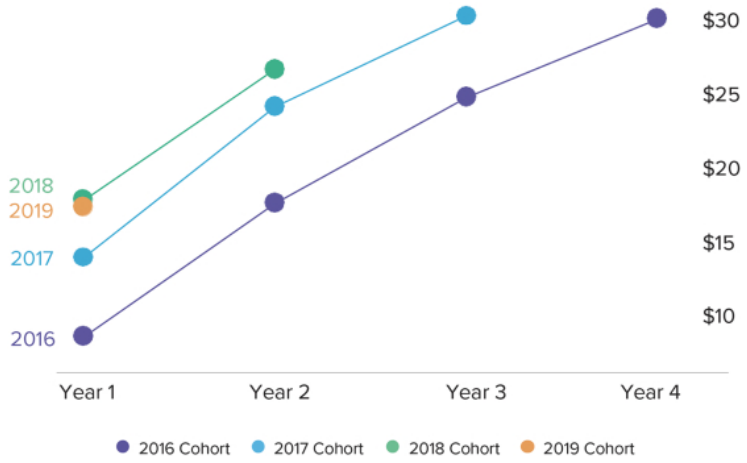
Our success relies in part on our ability to engage users and convert them to buyers, while simultaneously optimizing our efficiency and marketing spend and efforts. Failure to effectively engage users and convert them to buyers on a cost-effective basis would adversely affect our revenue growth and operating results.

We are intently focused on optimizing the cumulative lifetime value ("LTV") of our buyers and we seek to improve the ratio of LTV to buyer acquisition cost ("BAC") in an effort to optimize the efficiency of our marketing spend.

We define LTV per buyer as the cumulative gross profit over a period of time attributable to new buyers acquired during a particular year (a "cohort") divided by the total number of new buyers acquired in that cohort. We define BAC as the total digital advertising expense targeting new installations of our app in a given period divided by the number of new buyers acquired during that same period.

We look at LTV per buyer to demonstrate the long-term value attributable to each buyer acquired. We see LTV of our buyers as an indicator of the success or challenges we have in engaging our buyers, and driving monetization on our platform over time. For every cohort in the chart below, expansion of LTV over time outpaces any attrition of buyers in that cohort as demonstrated by increasing LTV per buyer over time.

Cumulative Lifetime Value per Buyer by Cohort



Our cohort analysis in the chart above also shows improving trends with our 2018 and 2019 cohorts exhibiting higher LTV per buyer in year 1 compared to our 2016 and 2017 cohorts. We believe this demonstrates both the improvement in our ability to leverage our platform, scale, and data science and the effectiveness of our strategy to invest in marketing to drive greater user engagement and quicker monetization on our platform.

In addition to LTV, we also focus on managing our new BAC and continuously improving the ratio of LTV to BAC. All of our annual cohorts since 2016 have achieved a BAC payback period of under two years, and our most mature of the cohorts disclosed – the 2016 cohort – has achieved a 2.8x LTV to BAC ratio by year 4. We are intently focused on managing our BAC and are using our data science capabilities to implement more efficient buyer acquisition strategies as we scale and target additional users and buyers in new geographies.

However, these positive trends in our LTV and BAC may not continue and may be negatively impacted by our inability to engage users and convert them to buyers.

Revenue from New Buyers and Existing Buyers

Our success also depends on our ability to increase engagement from existing buyers while simultaneously attracting and engaging new buyers. Therefore, we focus on increasing revenue from both new and existing buyers. If we are unable to increase engagement and revenue from existing buyers and attract new buyers to our platform, our revenue and results of operations will be negatively impacted.

We have been able to consistently grow revenue from both new and existing buyers. While we continue to acquire new buyers, the share of revenue from existing buyers has also increased over

time, indicating our ability to improve engagement and monetization of existing buyers. Existing buyers generated 69% of revenue in the last twelve months ("LTM") ended September 30, 2020, up from 57% in the last twelve months ended March 31, 2017. The figures below represent our revenue from new and existing buyers for the last twelve months ended March 31, 2017, March 31, 2018, March 31, 2019, and September 30, 2020. However, these positive trends in revenue from new buyers and existing buyers may not continue and may be negatively impacted by our inability to continue to increase engagement from existing buyers and attract and engage new buyers.

LTM Revenue from New and Existing Buyers ($ billion)

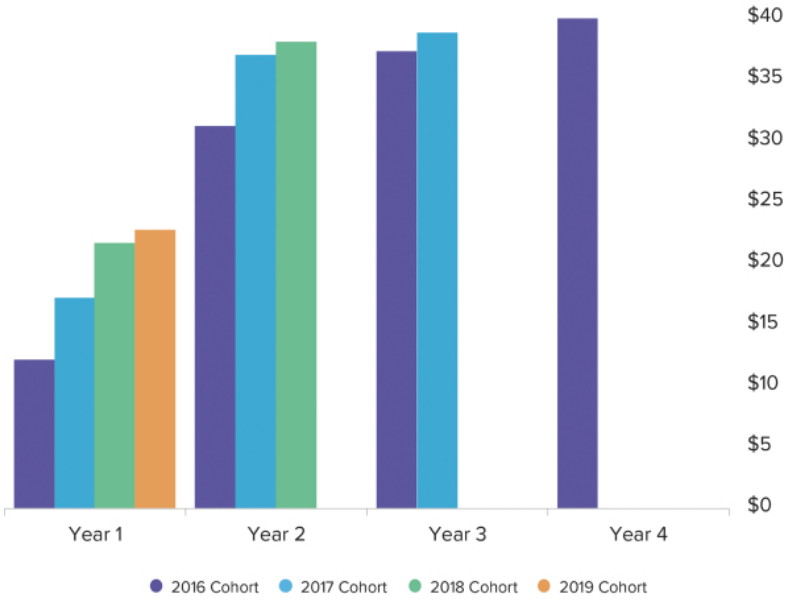
Average Revenue per Active Buyer

Our success also relies on our ability to continue to improve our platform and maintain and increase engagement from our active buyers. Therefore, we use average revenue per active buyer in a given cohort as an indicator of the level of engagement, the success of our discovery-based and personalized user experience, the quality of our products listed, and the overall scale and growth of our business. If we are unable to improve our platform, including, among other things, creating a positive user experience, ensuring that quality products are listed for sale, and otherwise increasing or maintaining engagement, then average revenue per active buyer may decline, which could lead to decreased revenue, which would have an adverse effect on our results of operations.

For our 2016, 2017, and 2018 cohorts, the average revenue per active buyer has increased consistently year over year, highlighting that as buyers stay longer on our platform, their spend per year also increases. Additionally, the average revenue per active buyer in year 1, year 2, and year 3, as applicable, increases with each of these cohorts, demonstrating that newer cohorts of buyers have on average exhibited higher levels of engagement and spending in their initial year and increased spend on our platform faster year over year.

However, these positive trends in our average revenue from active buyers may not continue and may be negatively impacted by our inability to improve our platform and maintain and increase engagement from our active buyers.

Average Revenue per Active Buyer per Cohort



Components of Results of Operations

Revenue

Our revenue consists of marketplace and logistics revenue.

Marketplace revenue: We provide a mix of marketplace services to merchants. We provide merchants access to our marketplace where merchants display and sell their products to users. We also provide ProductBoost services to help merchants promote their products within our marketplace. Marketplace revenue includes commission fees collected in connection with user purchases of the merchants' products. The commission fees vary depending on factors such as user location, demand, product type, and dynamic pricing. We recognize revenue when a user's order is processed and the related order information has been made available to the merchant. Commission fees are recognized net of estimated refunds and chargebacks. Marketplace revenue also includes ProductBoost fees for displaying a merchant's selected products in preferential locations within our marketplace. We recognize revenue when the merchants' selected products are displayed. We refer to our marketplace revenue, excluding ProductBoost revenue, as our core marketplace revenue.

Logistics revenue: Our logistics offering for merchants, introduced in 2018, is designed for direct end-to-end single order shipment from a merchant's location to the user. Logistics services include transportation and delivery of the merchant's products to the user. Merchants are required to prepay for logistics services on a per order basis.

We recognize revenue over time as the merchant simultaneously receives and consumes the logistics services benefit as the services are performed. We use an output method of progress based on days in transit as it best depicts our progress toward complete satisfaction of the performance obligation.

Cost of Revenue and Operating Expenses

Cost of revenue. Cost of revenue includes colocation and data center charges, interchange and other fees for credit card processing services, fraud and chargeback prevention service charges, costs of refunds and chargebacks made to our users that we are not able to collect from our merchants, depreciation and amortization of property and equipment, shipping charges, tracking costs, warehouse fees, and employee-related costs, including salaries, benefits, and stock-based compensation expense for our infrastructure, merchant support, and logistics personnel. Cost of revenue also includes an allocation of general IT and facilities overhead expenses.

Sales and marketing. Our sales and marketing expenses are primarily driven by the cost of acquiring and engaging users by targeting social media and search engine digital advertisements, outsourced user support services, sponsorships and local marketing campaigns, and employee-related costs, including salaries, benefits, and stock-based compensation, for our employees involved in marketing, user support, and business development functions. Sales and marketing spend also includes an allocation of general IT and facilities overhead expenses as well as business development expenses for attracting merchants and conducting ongoing merchant education. We expect our sales and marketing expenses to decrease as a percentage of our revenue over the long term, although our expenses may fluctuate from period to period due to the timing of expenses related to our sales and marketing campaigns.

Product development. Our product development expenses consist primarily of employee-related costs, including salaries, benefits, and stock-based compensation for our engineers and other employees involved in product development activities. Product development costs have historically been expensed as incurred. Product development costs also include the cost of IT used by the product development team as well as an allocation of general IT and facilities overhead expenses. We expect our product development expenses to continue to increase in absolute dollars for the foreseeable future as we continue to invest in the development of our marketplace and merchant offerings.

General and administrative. Our general and administrative expenses consist primarily of employee-related costs, including salaries, benefits, and stock-based compensation for our executives, finance, legal, information technology, human resources, and other administrative teams. General and administrative expenses also include outside consulting, legal, tax, and accounting services, and facilities and other supporting overhead costs. We expect our general and administrative expenses to continue to increase in absolute dollars for the foreseeable future as we continue to invest in our corporate infrastructure to support our revenue growth. Further, we expect to incur additional general and administrative expenses in connection with our becoming a public company.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

Remeasurement of our redeemable convertible preferred stock warrant liability is as a result of the change to the underlying redeemable convertible preferred stock value at the end of each reporting period. After the date of this offering, we will no longer incur expenses related to the change in fair value of our redeemable convertible preferred stock warrant liability.

Interest and Other Income (expense), net

Interest and other income (expense), net consists primarily of interest income earned on our cash, cash equivalents and marketable securities, interest expense and foreign exchange gain or loss.

Income Tax

Income taxes consist primarily of income taxes in certain U.S. state and foreign jurisdictions in which we conduct business. As we have expanded our global operations, we have incurred increased foreign tax expense and we expect this to continue.

The Impact of the COVID-19 Pandemic

In March 2020, the World Health Organization declared COVID-19 to be a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries, as well as many states within the United States, have imposed unprecedented restrictions on travel and business operations, and there have been business closures and a substantial reduction in economic activity in countries that have had significant outbreaks of COVID-19. As a result, the COVID-19 pandemic and resulting global disruptions have affected our business, as well as our users and third-party merchants.

To provide additional information on the impact of the COVID-19 pandemic on our business, we have included below the quarterly revenue from the first quarter through the third quarter of 2020, as well as year-over-year percentage changes.

	Q1 2020	Q2 2020	Q3 2020
		(in millions, except percentages)	
Core marketplace revenue	$ 340	$ 555	$ 405
Increase (Decrease) %	*(8)%*	*67%*	*17%*
ProductBoost revenue	$ 44	$ 45	$ 49
Increase (Decrease) %	*(34)%*	*(36)%*	*(32)%*
Marketplace revenue	$ 384	$ 600	$ 454
Increase (Decrease) %	*(12)%*	*49%*	*9%*
Logistics revenue	$ 56	$ 101	$ 152
Increase (Decrease) %	*367%*	*461%*	*311%*
Revenue	$ 440	$ 701	$ 606
Increase (Decrease) %	*(2)%*	*67%*	*33%*

Core Marketplace Revenue

Our core marketplace revenue declined by 8% on a year-over-year basis in the first quarter of 2020. In January and February of 2020, businesses across China were impacted by the initial outbreak of COVID-19 before the virus spread globally, and many businesses shut down due to nation-wide lockdowns. This affected many of our China-based merchants who experienced severe manufacturing and supply disruptions in the first quarter. China represents the majority of our merchant base today, and as a result, we saw a reduction in the number of merchants selling and the number of products available for sale on our platform.

The second quarter of 2020 showed strong recovery with core marketplace revenue growing at 67% year-over-year as our China-based merchants recovered due to the reopening of the economy in China. We also benefited from increasing consumer demand globally driven by greater mobile usage, online shopping, and less competition from physical retail as a result of shelter-in-place mandates in various countries. In the United States, we also experienced increased buyer spending due to U.S. government stimulus programs that were implemented as a result of the COVID-19 pandemic. While

manufacturing and supply capacity had recovered in China, we experienced severe disruptions in the global logistics network that affected delivery times to our buyers around the world. We temporarily shifted from air freight to ocean transport, which increased delivery times. However, the impact of challenging global logistics and longer delivery times was more than offset by the increase in consumer demand.

In the third quarter of 2020, our core marketplace revenue growth moderated to 17% year-over-year, largely due to the extended delivery times in the second quarter and early part of the third quarter as we continued to experience COVID-19 related disruption in the global logistics network. These longer delivery times, particularly severe in the second quarter, impacted buyer engagement and retention on our platform in the third quarter and led to a lower conversion of monthly active users into buyers compared to the second quarter of 2020. The consumer demand for online shopping also declined from the peak levels of the second quarter with fewer shelter-in-place mandates and more physical retail reopenings around the world.

We believe that our continued investments in expanding our logistics platform will have a long term positive impact on our user experience by offering a combination of low delivery times and door to door tracking, leading to improvements in buyer retention and MAU to buyer conversion.

ProductBoost Revenue

Our ProductBoost revenue declined by 34% year-over-year in the nine months ended September 30, 2020. In the first quarter of 2020, during the initial outbreak of COVID-19 in China, our merchants' advertising activities declined materially due to the shutdown of business activity in China. In the second quarter of 2020, because consumer demand increased significantly on our platform for the reasons stated above, many merchants did not see the need to pay for advertising like they did in the past because they experienced very robust consumer demand without incremental advertising spend. In the third quarter of 2020, we saw modest month-over-month increases in ProductBoost revenue as countries reopened and many merchants began to resume normalized business activities including marketing.

Logistics Revenue

Logistics revenue experienced consistent robust growth in 2020 as we continued to expand our logistics offerings around the world and more of our merchants adopted our logistics programs. In July 2020, in the United States, we launched our most comprehensive logistics offering, our A+ program, which manages first mile collection from merchants to warehousing operations all the way to last mile delivery to the buyer.

This expansion of our logistics platform globally has led to an improvement in delivery times towards the end of the third quarter of 2020. For example, we saw a reduction in the average "time-to-door" delivery in our key countries, a metric which looks at the average number of days that registered mail packages take between when the order is placed on our platform and when it is delivered to the buyer. For example, in the United States, the average "time-to-door" has changed from 27 days in the first quarter of 2020 to 62 days in the second quarter of 2020, and down to 22 days in the third quarter of 2020. The increase in "time-to-door" in the second quarter was due to the temporary use of ocean transport described above and the expansion of our logistics platform, which was still ongoing throughout the second quarter.

Moreover, the expansion of our logistics platform and the subsequent improvement in delivery times have lowered refund rates, which we believe is an indicator of improved buyer experience and satisfaction. Because our core marketplace revenue is recognized net of estimated refunds, changes in our refund rates also impact our core marketplace revenue. From March through September 2020, our estimated monthly refund rate decreased by more than 30%.

Business Operations

To serve our users while also providing for the safety of our merchants and service providers, we have made numerous changes to aspects of our supply chain, purchasing, and third-party merchant processes.

We have implemented a number of measures to protect the health and safety of our workforce. These measures include substantial modifications to employee travel, employee work locations, and virtualization or cancellation of meetings, among other modifications. Currently, the vast majority of our employees are working remotely. For the employees who are in the office, we are following the guidance from public health officials and government agencies, including implementation of enhanced cleaning measures, social distancing guidelines and wearing of masks.

The global outbreak of the COVID-19 pandemic continues to evolve. The extent to which the COVID-19 pandemic may impact our business will depend on future developments related to the geographic spread of the disease, the duration and severity of the outbreak, travel restrictions, required social distancing, governmental mandates, business closures or governmental or business disruptions, and the effectiveness of actions taken in the United States and other countries to prevent, contain and treat the virus and any additional government stimulus programs. These impacts are highly uncertain and cannot be predicted. See the section titled “Risk Factors—Risks Related to Our Business and Industry—The COVID-19 pandemic may adversely affect our business and results of operations.”

We continue to monitor the rapidly evolving situation and expect to continue to adapt our operations to address foreign, federal, state, and local standards as well as to implement standards or processes that we determine to be in the best interests of our employees, users, and merchants.

Comparison of Nine Months Ended September 30, 2019 and 2020

The following table summarizes our consolidated results of operations for the nine months ended September 30, 2019 as compared to the nine months ended September 30, 2020:

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Revenue	$1,325	$1,747	$ 422	32
Cost of revenue	255	605	350	137
Gross profit	1,070	1,142	72	7
Operating expenses:				
Sales and marketing	995	1,125	130	13
Product development	52	72	20	38
General and administrative	47	65	18	38
Total operating expenses	1,094	1,262	168	15
Loss from operations	(24)	(120)	(96)	400
Other income (expense), net				
Interest and other income (expense), net	16	–	(16)	(100)
Remeasurement of convertible preferred stock warrant liability	3	(55)	(58)	n/m
Loss before provision for income taxes	(5)	(175)	(170)	n/m
Provision for income taxes	–	1	1	100
Net loss	$ (5)	$ (176)	$(171)	n/m

The following table presents the components of our consolidated statements of operations as a percentage of revenue:

	Nine Months Ended September 30,	
	2019	2020
Revenue	100%	100%
Cost of revenue	19	35
Gross profit	81	65
Operating expenses:		
Sales and marketing	75	64
Product development	4	4
General and administrative	4	4
Total operating expenses	83	72
Loss from operations	(2)	(7)
Other income (expense), net:		
Interest and other income (expense), net	1	–
Remeasurement of convertible preferred stock warrant liability	–	(3)
Loss before provision for income taxes	(1)	(10)
Provision for income taxes	–	–
Net loss	(1)%	(10)%

Revenue

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Core marketplace revenue	$ 1,049	$ 1,300	$251	24
ProductBoost revenue	209	138	(71)	(34)
Marketplace revenue	1,258	1,438	180	14
Logistics revenue	67	309	242	361
Revenue	$ 1,325	$ 1,747	$422	32

Revenue increased $422 million, or 32%, to $1,747 million for the nine months ended September 30, 2020 as compared to $1,325 million for the nine months ended September 30, 2019. This increase was attributable to both increased marketplace and logistics revenue.

Marketplace revenue increased $180 million to $1,438 million for the nine months ended September 30, 2020, as compared to $1,258 million for the nine months ended September 30, 2019. This increase was due to improved monetization of buyers through increased dynamic pricing, and to a lesser extent, an increase in transaction volume. This increase was partially offset by a decrease in merchant utilization of our ProductBoost service, as the result of economic uncertainties related to the global pandemic.

Logistics revenue increased $242 million to $309 million for the nine months ended September 30, 2020, as compared to $67 million for the nine months ended September 30, 2019. This increase was primarily due to the continued expansion of our logistics offerings around the world and significant expansion of our A+ program to additional countries. Most notably, we launched our A+ program in the United States in July 2020.

Cost of Revenue and Gross Margin

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Cost of revenue	$ 255	$ 605	$350	137%
Percentage of revenue	19%	35%		
Gross Margin	81%	65%		

Cost of revenue increased $350 million, or 137%, to $605 million for the nine months ended September 30, 2020, as compared to $255 million for the nine months ended September 30, 2019, primarily due to costs related to the increased volume of logistics services provided.

The gross margin decreased to 65% for the nine months ended September 30, 2020 from 81% for the nine months ended September 30, 2019, primarily due to costs related to the increased volume of logistics services provided.

Sales and Marketing

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Sales and marketing	$ 995	$1,125	$130	13%
Percentage of revenue	75%	64%		

Sales and marketing expense increased $130 million, or 13%, to $1,125 million for the nine months ended September 30, 2020, compared to $995 million for the nine months ended September 30, 2019. The increase in sales and marketing expenses consisted primarily of an increase in advertising spend, as we re-focused on growth after we intentionally moderated user acquisition spend temporarily to focus on the launch of the logistics platform in the first half of 2019.

Product Development

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Product development	$ 52	$ 72	$20	38%
Percentage of revenue	4%	4%		

Product development expense increased $20 million, or 38%, to $72 million for the nine months ended September 30, 2020, as compared to $52 million for the nine months ended September 30, 2019, primarily as a result of an increase in employee-related costs driven by an increase in headcount in our product and engineering teams.

General and Administrative

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
General and administrative	$ 47	$ 65	$18	38%
Percentage of revenue	4%	4%		

General and administrative expense increased $18 million, or 38%, to $65 million for the nine months ended September 30, 2020, as compared to $47 million for the nine months ended September 30, 2019. The increase was primarily related to increased stock-based compensation expense, increased legal related costs, increased taxes associated with the new digital services taxes and other indirect taxes, and increased headcount in our general and administrative teams.

Interest and Other Income (Expense), net

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Interest and other income (expense), net	$ 16	$ –	$(16)	(100)%
Percentage of revenue	1%	–%		

Interest and other income (expense), net decreased $16 million, to an immaterial amount for the nine months ended September 30, 2020, as compared to $16 million for the nine months ended September 30, 2019, primarily as a result of decreased interest rates and increased foreign exchange losses.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Remeasurement of redeemable convertible preferred stock warrant liability	$3	$ (55)	$(58)	n/m
Percentage of revenue	n/m	(3)%		

The change in fair value of redeemable convertible preferred stock warrant liability for the nine months ended September 30, 2020 was an expense of $55 million as compared with $3 million of income for nine months ended September 30, 2019. The decrease was primarily due to changes in the fair value of the underlying redeemable convertible preferred stock.

Provision for Income Taxes

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Provision for income taxes	$ –	$ 1	$1	100%
Percentage of revenue	–%	–%		

Provision for income taxes increased $1 million for the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019. The change in provision for income taxes was due primarily to international operations.

Comparison of Years Ended December 31, 2018 and 2019

The following table summarizes our consolidated results of operations for the year ended December 31, 2018 as compared to the year ended December 31, 2019:

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Revenue	$ 1,728	$ 1,901	$ 173	10
Cost of revenue	278	443	165	59
Gross profit	1,450	1,458	8	1
Operating expenses:				
Sales and marketing	1,576	1,463	(113)	(7)
Product development	45	74	29	64
General and administrative	52	65	13	25
Total operating expenses	1,673	1,602	(71)	(4)
Loss from operations	(223)	(144)	79	(35)
Other income (expense), net:				
Interest and other income (expense), net	15	19	4	27
Remeasurement of redeemable convertible preferred stock warrant liability	–	(3)	(3)	(100)
Loss before provision for income taxes	(208)	(128)	80	(38)
Provision for income taxes	–	1	1	100
Net loss	$ (208)	$ (129)	$ 79	(38)

The following table presents the components of our consolidated statements of operations as a percentage of revenue:

	Year Ended December 31	
	2018	2019
Revenue	100%	100%
Cost of revenue	16	23
Gross profit	84	77
Operating expenses:		
Sales and marketing	91	78
Product development	3	4
General and administrative	3	3
Total operating expenses	97	85
Loss from operations	(13)	(8)
Other income (expense), net:		
Interest and other income (expense), net	1	1
Remeasurement of redeemable convertible preferred stock warrant liability	–	–
Loss before provision for income taxes	(12)	(7)
Provision for income taxes	–	–
Net loss	(12)%	(7)%

Revenue

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Core marketplace revenue	$ 1,508	$ 1,473	$ (35)	(2)
ProductBoost revenue	214	291	77	36
Marketplace revenue	1,722	1,764	42	2
Logistics revenue	6	137	131	n/m
Revenue	$ 1,728	$ 1,901	$173	10

Revenue increased $173 million, or 10%, to $1,901 million for the year ended December 31, 2019 as compared to $1,728 million for the year ended December 31, 2018. This increase was primarily attributable to increased logistics revenue and, to a lesser extent, marketplace revenue.

Marketplace revenue increased $42 million to $1,764 million for the year ended December 31, 2019, as compared to $1,722 million for the year ended December 31, 2018. This increase was due to increased merchant adoption of our ProductBoost service, which resulted in revenue growth of $77 million from the prior year. This was partially offset by a $35 million decrease in core marketplace revenue, as transaction volume declined due to our intentional moderation of growth resulting from prioritizing the launch of our logistics platform over new user acquisition.

Logistics revenue increased $131 million to $137 million for the year ended December 31, 2019, as compared to $6 million for the year ended December 31, 2018. This increase was due to a full year of revenue and growth associated with widespread merchant adoption of our logistics platform in 2019, after launching our logistics platform in July 2018.

Cost of Revenue and Gross Margin

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Cost of revenue	$ 278	$ 443	$165	59%
Percentage of revenue	16%	23%		
Gross margin	84%	77%		

Cost of revenue increased $165 million, or 59%, to $443 million for the year ended December 31, 2019, as compared to $278 million for the year ended December 31, 2018, primarily due to costs related to the increased volume of logistics services provided.

The gross margin decreased to 77% for the year ended December 31, 2019 from 84% in the prior year, primarily due to costs related to the increased volume of logistics services provided.

Sales and Marketing

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Sales and marketing	$ 1,576	$ 1,463	$ (113)	(7)%
Percentage of revenue	91%	78%		

Sales and marketing expense decreased $113 million, or 7%, to $1,463 million for the year ended December 31, 2019, compared to $1,576 million for the year ended December 31, 2018. The decrease in sales and marketing expenses consisted primarily of reductions to advertising spend, due to our intentional moderation of user acquisition spend resulting from our focus on the launch of the logistics platform. We also realized $28 million in savings from automating some of our user support.

Product Development

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Product development	$ 45	$ 74	$29	64%
Percentage of revenue	3%	4%		

Product development expense increased $29 million, or 64%, to $74 million for the year ended December 31, 2019, as compared to $45 million for the year ended December 31, 2018, primarily as a result of an increase in employee-related costs driven by an increase in headcount in our product and engineering teams.

General and Administrative

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
General and administrative	$ 52	$ 65	$13	25%
Percentage of revenue	3%	3%		

General and administrative expense increased $13 million, or 25%, to $65 million for the year ended December 31, 2019, as compared to $52 million for the year ended December 31, 2018, primarily as a result of an increase in employee-related costs driven by an increase in headcount in our general and administrative teams.

Interest and Other Income (Expense), net

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Interest and other income (expense), net	$ 15	$ 19	$4	27%
Percentage of revenue	1%	1%		

Interest and other income (expense), net increased $4 million, or 27%, to $19 million of net income in 2019 compared to $15 million of net income in 2018, primarily as a result of increased foreign exchange losses.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Remeasurement of redeemable convertible preferred stock warrant liability	$ –	$ (3)	$(3)	(100)%
Percentage of revenue	–%	–%		

The change in fair value of redeemable convertible preferred stock warrant liability for the year ended December 31, 2019 was an expense of $3 million as compared with insignificant income for the year ended December 31, 2018. The increase is primarily due to changes in the fair value of the underlying redeemable convertible preferred stock.

Provision for Income Taxes

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Provision for income taxes	$ –	$ 1	$1	100%
Percentage of revenue	–%	–%		

Our provision for income taxes was due to international operations. At December 31, 2019, we had NOLs available to reduce future taxable income, if any, of $885 million that begin to expire in 2030 and continue to expire through 2037 and $324 million that have an unlimited carryover period. As of December 31, 2019, we had state NOLs available to reduce future taxable income, if any, of $1.4 billion that begin to expire in 2030 and continue to expire through 2039. The utilization of NOLs to offset future taxable income may be subject to limitations under Section 382 of the Code and similar state statutes as a result of ownership changes that have occurred or could occur in the future. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited. For example, California recently imposed limits on the usability of California state NOLs to offset taxable income in tax years beginning after 2019 and before 2023. If necessary, the deferred tax assets will be reduced by any carryforward that expires prior to utilization as a result of such limitations, with a corresponding reduction of the valuation allowance.

Comparison of Years Ended December 31, 2017 and 2018

The following table summarizes our consolidated results of operations for the year ended December 31, 2017 as compared to the year ended December 31, 2018:

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Revenue	$ 1,101	$ 1,728	$627	57
Cost of revenue	205	278	73	36
Gross profit	896	1,450	554	62
Operating expenses:				
Sales and marketing	989	1,576	587	59
Product development	28	45	17	61
General and administrative	26	52	26	100
Total operating expenses	1,043	1,673	630	60
Loss from operations	(147)	(223)	(76)	52
Other income (expense), net:				
Interest and other income (expense), net	10	15	5	50
Remeasurement of redeemable convertible preferred stock warrant liability	(70)	–	70	(100)
Loss before provision for income taxes	(207)	(208)	(1)	–
Provision for income taxes	–	–	–	–
Net loss	$ (207)	$ (208)	$ (1)	–

The following table presents the components of our consolidated statements of operations as a percentage of revenue:

	Year Ended December 31	
	2017	2018
Revenue	100%	100%
Cost of revenue	19	16
Gross profit	81	84
Operating expenses:		
Sales and marketing	90	91
Product development	3	3
General and administrative	2	3
Total operating expenses	95	97
Loss from operations	(14)	(13)
Other income (expense), net:		
Interest and other income (expense), net	1	1
Remeasurement of redeemable convertible preferred stock warrant liability	(6)	–
Loss before provision for income taxes	(19)	(12)
Provision for income taxes	–	–
Net loss	(19)%	(12)%

Revenue

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Core marketplace revenue	$ 1,053	$ 1,508	$455	43
ProductBoost revenue	48	214	166	346
Marketplace revenue	1,101	1,722	621	56
Logistics revenue	–	6	6	100
Revenue	$ 1,101	$ 1,728	$627	57

Revenue increased $627 million, or 57%, to $1,728 million for the year ended December 31, 2018, as compared to $1,101 million for the year ended December 31, 2017. The increase was primarily due to increased marketplace revenue which increased $621 million, or 56%, to $1,722 million for the year ended December 31, 2018, as compared to $1,101 million for the year ended December 31, 2017, which was driven by an increase in our global user base and, to a lesser extent, increased adoption of ProductBoost.

Cost of Revenue and Gross Margin

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Cost of revenue	$ 205	$ 278	$73	36%
Percentage of revenue	19%	16%		
Gross margin	81%	84%		

Cost of revenue increased $73 million, or 36%, to $278 million for the year ended December 31, 2018 compared to $205 million for the year ended December 31, 2017. The increase was primarily due to hosting services and other costs required to support increased revenue.

The gross margin for the year ended December 31, 2018 increased to 84%, from 81% in the prior year primarily due to the impact of ProductBoost fees.

Sales and Marketing

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Sales and marketing	$ 989	$ 1,576	$587	59%
Percentage of revenue	90%	91%		

Sales and marketing expense increased $587 million, or 59%, to $1,576 million for the year ended December 31, 2018, as compared to $989 million for the year ended December 31, 2017, due to an increase in digital marketing expense to expand our user base.

Product Development

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Product development	$ 28	$ 45	$17	61%
Percentage of revenue	3%	3%		

Product development expense increased $17 million, or 61%, to $45 million for the year ended December 31, 2018, as compared to $28 million for the year ended December 31, 2017.

The increase was primarily due to an increase in employee-related costs resulting from increased headcount in our product and engineering teams.

General and Administrative

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
General and administrative	$ 26	$ 52	$26	100%
Percentage of revenue	2%	3%		

General and administrative expense increased $26 million, or 100%, to $52 million for the year ended December 31, 2018, as compared to $26 million for the year ended December 31, 2017. The increase in general administrative expenses was primarily due to an increase in employee-related costs resulting from increased headcount in our general and administrative teams to support our growth.

Interest and Other Income (Expense), net

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Interest income (expense), net	$ 10	$ 15	$5	50%
Percentage of revenue	1%	1%		

Interest income (expense), net increased $5 million, or 50% to $15 million for the year ended December 31, 2018, as compared to $10 million for the year ended December 31, 2017, primarily due to increased interest rates on higher cash balances.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Remeasurement of redeemable convertible preferred stock warrant liability	$ (70)	$ –	$70	(100)%
Percentage of revenue	(6)%	–%		

The change in fair value of redeemable convertible preferred stock warrant liability for the year ended December 31, 2018 was insignificant income as compared with expense of $70 million for the year ended December 31, 2017. The nominal income in 2018 is due to minimal change in the fair value of the underlying redeemable convertible preferred stock in 2018.

Quarterly Result of Operations

The following tables set forth our unaudited quarterly consolidated statements of operations data for each of the quarters indicated, as well as a percentage of revenue for each quarter presented. The information for each of these quarters has been prepared on the same basis as our audited consolidated financial statements, included elsewhere in this prospectus and includes, in our opinion, all adjustments, necessary to state fairly our results of operations for these periods. This data should be read in conjunction with our consolidated financial statements included elsewhere in this prospectus. These quarterly results of operations are not necessarily indicative of the future results of operations that may be expected for any future period.

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
	(in millions)						
Revenue	$ 450	$ 420	$ 455	$ 576	$ 440	$ 701	$ 606
Cost of revenue[1]	72	74	109	188	156	208	241
Gross profit	378	346	346	388	284	493	365
Operating expenses:							
Sales and marketing[1]	257	292	446	468	295	444	386
Product development[1]	16	17	19	22	25	23	24
General and administrative[1]	13	20	14	18	18	14	33
Total operating expenses	286	329	479	508	338	481	443
Income (loss) from operations	92	17	(133)	(120)	(54)	12	(78)
Other income (expense), net:							
Interest and other income (expense), net	5	8	3	3	3	5	(8)
Remeasurement of convertible preferred stock warrant liability	(10)	17	(4)	(6)	(15)	(28)	(12)
Income (loss) before provision for income taxes	87	42	(134)	(123)	(66)	(11)	(98)
Provision for income taxes	–	–	–	1	–	–	1
Net income (loss)	$ 87	$ 42	$ (134)	$ (124)	$ (66)	$ (11)	$ (99)

(1) Cost of revenue and operating expenses include stock-based compensation expense of $2 million for the three months ended June 30, 2019. During the three months ended September 30, 2020, the Company recorded $9 million of stock-based compensation expense related to a secondary transaction. There is no stock-based compensation expense for the remaining quarters in 2019 and 2020. Following this offering, our future operating expenses, particularly in the quarter in which this offering is completed, will include substantial stock-based compensation expense with respect to our RSUs as well as any other stock-based awards we may grant in the future.

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
Revenue	100%	100%	100%	100%	100%	100%	100%
Cost of revenue	16	18	24	33	35	30	40
Gross profit	84	82	76	67	65	70	60
Operating expenses:							
Sales and marketing	57	70	98	81	67	63	64
Product development	4	4	4	4	6	3	4
General and administrative	3	5	3	3	4	2	5
Total operating expenses	64	79	105	88	77	68	73
Income (loss) from operations	20	3	(29)	(21)	(12)	2	(13)
Other income (expense), net:							
Interest and other income (expense), net	1	2	1	1	1	1	(1)
Remeasurement of convertible preferred stock warrant liability	(2)	4	(1)	(1)	(3)	(4)	(2)
Income (loss) before provision for income taxes	19	9	(29)	(21)	(14)	(1)	(16)
Provision for income taxes	–	–	–	–	–	–	–
Net income (loss)	19%	9%	(29)%	(21)%	(14)%	(1)%	(16)%

The following table shows selected key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
	(in millions, except percentages)						
MAUs	75	76	93	115	109	116	100
LTM Active Buyers	61	59	60	62	63	70	68
Adjusted EBITDA	$ 95	$ 24	$ (130)	$ (116)	$ (51)	$ 16	$ (64)
Adjusted EBITDA Margin	21%	6%	(29)%	(20)%	(12)%	2%	(11)%
Free Cash Flow	$ (13)	$ (19)	$ (18)	$ (21)	$ (129)	$ 625	$ (473)

The following table reflects the reconciliation of net income (loss) to Adjusted EBITDA and net income (loss) as a percentage of revenue to Adjusted EBITDA margin for each of the periods indicated:

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
	(in millions, except percentages)						
Revenue	$ 450	$ 420	$ 455	$ 576	$ 440	$ 701	$ 606
Net income (loss)	87	42	(134)	(124)	(66)	(11)	(99)
Net income (loss) as a percentage of revenue	19%	10%	(29)%	(22)%	(15)%	(2)%	(16)%
Excluding:							
Interest and other income (expense), net	(5)	(8)	(3)	(3)	(3)	(5)	8
Provision for income taxes	–	–	–	1	–	–	1
Depreciation and amortization	2	3	2	3	2	3	4
Stock-based compensation expense	–	2	–	–	–	–	9
Remeasurement of redeemable convertible preferred stock warrant liability	10	(17)	4	6	15	28	12
Recurring other items	1	2	1	1	1	1	1
Adjusted EBITDA	$ 95	$ 24	$ (130)	$ (116)	$ (51)	$ 16	$ (64)
Adjusted EBITDA Margin	21%	6%	(29)%	(20)%	(12)%	2%	(11)%

Quarterly Revenue Trends

Our revenue overall increased from $450 million to $606 million from March 31, 2019 to September 30, 2020. Revenue has changed due to the continued growth of our business, new project initiatives, new product offerings, and the launch and expansion of our logistics platform. In 2020, the growth has been hampered partially by the COVID-19 pandemic.

Quarterly Cost of Revenue and Gross Margin Trends

Our cost of revenue generally increased sequentially in each of the quarterly periods presented due to the growth of the business resulting from increased revenue. Overall, our gross margins decreased from 84% to 60% during the periods presented due to the launch and expansion of our logistics platform.

Quarterly Operating Expenses Trends

Our total operating expenses increased sequentially in each of the quarterly periods presented through the three months ended December 31, 2019 due to the focus on digital marketing to drive growth. Our total operating expenses decreased in the three months ended March 31, 2020, June 30, 2020 and September 30, 2020 as compared to the three months ended December 31, 2019 due to a decrease in digital marketing cost as a result of the uncertainty caused by the COVID-19 pandemic.

See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Impact of the COVID-19 Pandemic” for a further discussion of the impact of the COVID-19 pandemic on our business.

Liquidity and Capital Resources

As of September 30, 2020, we had cash, cash equivalents and marketable securities of $1.1 billion, a majority of which were held in cash deposits and money market funds, and were held for working capital purposes. We believe that our existing cash, cash equivalents and marketable securities will be sufficient to meet our anticipated cash needs for at least the next 12 months.

Sources of Liquidity

Since our inception, we have financed our operations and capital expenditures primarily through sales of redeemable convertible preferred stock and cash flows generated by operations. Since inception through September 30, 2020, we have raised a total of $1.5 billion from the sale of redeemable convertible preferred stock (including redeemable convertible preferred stock warrant exercises), net of costs and expenses associated with such financings, and net of repurchases.

Cash Flows

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
			(in millions)		
Cash provided by (used in):					
Operating activities	$ 146	$ (94)	$ (60)	$ (44)	$ 24
Investing activities	(192)	(16)	(40)	(23)	77
Financing activities	212	(5)	132	132	(1)

Net Cash Provided by (Used in) Operating Activities

Our cash flows from operations are largely dependent on the amount of revenue we generate. Net cash provided by operating activities in each period presented has been influenced by changes in funds receivable, prepaid expenses, and other current and noncurrent assets, accounts payable, merchants payable, accrued and refund liabilities, lease liabilities, and other current and noncurrent liabilities.

Net cash provided by operating activities was $24 million for the nine months ended September 30, 2020, as a result of net loss of $176 million, partially offset by non-cash expense of $79 million, which was further offset by favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations.

Net cash used in operating activities was $44 million for the nine months ended September 30, 2019, as a result of net loss of $5 million, partially offset by non-cash expense of $10 million, which was offset by unfavorable net working capital. Unfavorable working capital movement was primarily driven by merchants payable due to decreased core marketplace transactions, partially offset by accounts payable and accrued and refund liabilities due to increased operations.

Net cash used in operating activities was $60 million in the year ended December 31, 2019, as a result of net loss of $129 million, off-set by non-cash expense of $21 million, which was offset by favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations.

Net cash used in operating activities was $94 million in the year ended December 31, 2018, as a result of net loss of $208 million, off-set by non-cash expense of $1 million, which was further offset by favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations.

Net cash provided by operating activities was $146 million in the year ended December 31, 2017 as a result of net loss of $207 million, off-set by non-cash expense of $85 million (primarily remeasurement of redeemable convertible preferred stock warrant liability of $70 million) and favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations and as a function of our business model, in which cash is generally collected within a few days and remitted to merchants a few weeks later.

Net Cash Provided by (Used in) Investing Activities

Our primary investing activities have consisted of investing excess cash balances in marketable securities and also have consisted of capital expenditures which are primarily purchases of property and equipment.

Net cash provided by investing activities was $77 million for the nine months ended September 30, 2020. This was primarily due to maturities of marketable securities, net of purchases, of $78 million, partially offset by capital expenditures of $1 million.

Net cash used in investing activities was $23 million for the nine months ended September 30, 2019. This was primarily due to purchases of marketable securities, net of sales and maturities, of $17 million and capital expenditures of $6 million.

Net cash used in investing activities was $40 million in the year ended December 31, 2019. This was primarily due to purchases of marketable securities, net of sales and maturities, of $29 million and capital expenditures of $11 million.

Net cash used in investing activities was $16 million in the year ended December 31, 2018. This was primarily due to capital expenditures of $20 million and $5 million in purchases of marketable securities, net of sales and maturities, partially offset by $9 million proceeds from sale of a cost method investment.

Net cash used in investing activities was $192 million in the year ended December 31, 2017. This was primarily due to capital expenditures of $12 million and $180 million in purchases of marketable securities, net of sales and maturities.

Net Cash Provided by (Used in) Financing Activities

Net cash used in financing activities was $1 million for the nine months ended September 30, 2020, primarily due to repurchases of our capital stock in 2020.

Net cash provided by financing activities was $132 million for the nine months ended September 30, 2019 and the year ended December 31, 2019. This was primarily due to net proceeds of $160 million from the sale of our Series H redeemable convertible preferred stock. This was partially off-set by $28 million in repurchases of our capital stock.

Net cash used in financing activities was $5 million in the year ended December 31, 2018, primarily due to repurchases of our capital stock in 2018.

Net cash provided by financing activities was $212 million in the year ended December 31, 2017. This was primarily due to proceeds of $226 million from the sale of our Series G redeemable convertible preferred stock and proceeds of $35 million from the exercise of redeemable convertible preferred stock warrants. This was partially off-set by $48 million in repurchases of our capital stock.

November 2020 Credit Facility

In November 2020, we entered into the Revolving Credit Facility which enables us to borrow up to $280 million. The Revolving Credit Facility contains an accordion option which, if exercised and provided we are able to secure additional lender commitments and satisfy certain other conditions, would allow us to increase the aggregate commitments by up to $100 million. As of December 6, 2020, we had not made any borrowings under the Revolving Credit Facility. Refer to Note 15 to our consolidated financial statements included elsewhere in this prospectus for additional details related to the Revolving Credit Facility.

Off Balance Sheet Arrangements

We did not have any off balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K, in the years ended December 31, 2017, 2018, or 2019 or for the nine months ended September 30, 2019 or 2020.

Contingencies

We are involved in claims, lawsuits, government investigations, and proceedings arising from the ordinary course of our business. We record a provision for a liability when we believe that it is both probable that a liability has been incurred, and the amount can be reasonably estimated. Significant judgment is required to determine both probability and the estimated amount. Such legal proceedings are inherently unpredictable and subject to significant uncertainties, some of which are beyond our control. Should any of these estimates and assumptions change or prove to be incorrect, it could have a material impact on our results of operations, financial position, and cash flows.

Contractual Obligations

The following table summarizes our future fixed contractual obligations as of December 31, 2019:

	Payments Due by Period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
			(in millions)		
Purchase obligations[1]	$129	$ 64	$ 65	$ –	$ –
Operating lease obligations[2]	58	11	22	20	5
Total contractual obligations	$187	$ 75	$ 87	$ 20	$ 5

(1) Purchase obligations are for purchases of colocation and cloud services and marketing services under non-cancelable contracts. As of September 30, 2020, the remaining commitments were $92 million for colocation and cloud services and $14 million for marketing services.

(2) Operating leases include office space and equipment under non-cancelable operating leases, primarily due to our headquarters in San Francisco, California and for our other offices in the U.S., Canada, Europe and China. As of September 30, 2020, the remaining operating lease commitments were $56 million.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these 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. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates.

We believe that the assumptions and estimates associated with revenue recognition, operating lease obligations, stock-based compensation, valuation of common stock, redeemable convertible preferred stock and related redeemable convertible preferred stock warrant, and income taxes have the greatest potential impact on our consolidated financial statements. Therefore, we consider these to be our critical accounting policies and estimates. For further information on all of our significant accounting policies, see Note 1 of the accompanying notes to our consolidated financial statements.

Revenue Recognition

Through the fiscal year ended December 31, 2017, in accordance with Accounting Standards Codification, ("ASC"), Topic 605, *Revenue Recognition* ("Topic 605"), we recognized revenue when all of the following conditions were satisfied: (1) there was persuasive evidence of an arrangement; (2) delivery has occurred or the service has been rendered; (3) collectability was reasonably assured; and (4) the selling price or fee was fixed or determinable. We evaluated whether it was appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether it was the primary obligor in a transaction, had inventory risk and had latitude in establishing pricing and selecting suppliers, among other factors.

On January 1, 2018, we adopted Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* ("Topic 606"), which supersedes the revenue recognition requirements in Topic 605, using the modified retrospective transition method. We now recognize revenue upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. Under the new revenue recognition standard, we apply the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price,

(4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

Results for the years ended December 31, 2018 and 2019 and for the nine months ended September 30, 2020 are presented under Topic 606, while the prior year results have not been adjusted and continue to be reported in accordance with our historic accounting under Topic 605. Upon the adoption of Topic 606, we recorded the costs of free products to users and costs of certain refunds as reduction of revenue in the consolidated statements of operations and comprehensive loss. These costs were previously recorded in cost of revenue under Topic 605. There was no adjustment to accumulated deficit on January 1, 2018.

We generate revenue from marketplace and logistics services provided to merchants. Revenue is recognized as we transfer control of promised goods or services to our customers, in an amount that reflects consideration we expect to be entitled to in exchange for those goods or services. We consider both the merchant and the user to be customers. We evaluate whether it is appropriate to recognize revenue on a gross or net basis based upon our evaluation of whether we obtain control of the specified goods or services by considering if it is primarily responsible for fulfillment of the promise, has inventory risk and has latitude in establishing pricing and selecting suppliers, among other factors. Based on these factors, marketplace revenue is generally recorded on a net basis and logistics revenue is generally recorded on a gross basis. Revenue excludes any amounts collected on behalf of third parties, including indirect taxes.

Marketplace Revenue

We provide a mix of marketplace services to merchants. We provide merchants access to our marketplace where merchants display and sell their products to users. We also provide ProductBoost services to help merchants promote their products within our marketplace.

Marketplace revenue includes commission fees collected in connection with user purchases of the merchants' products. The commission fees vary depending on factors such as user location, demand, product type, and dynamic pricing. We recognize revenue when a user's order is processed and the related order information has been made available to the merchant. Commission fees are recognized net of estimated refunds and chargebacks. Marketplace revenue also includes ProductBoost revenue for displaying a merchant's selected products in preferential locations within our marketplace. We recognize revenue when the merchants' selected products are displayed. We refer to our marketplace revenue, excluding ProductBoost revenue, as our core marketplace revenue.

Logistics Revenue

Our logistics offering for merchants, introduced in 2018, is designed for direct end-to-end single order shipment from a merchant's location to the user. Logistics services include transportation and delivery of the merchant's products to the user. Merchants are required to prepay for logistics services on a per order basis.

We recognize revenue over time as the merchant simultaneously receives and consumes the logistics services benefit as the services are performed. We use an output method of progress based on days in transit as it best depicts our progress toward complete satisfaction of the performance obligation.

Deferred Revenue

Deferred revenue consists of amounts received, primarily related to unsatisfied performance obligations of logistics services, at the end of the period. Due to the short-term duration of contracts, all of the performance obligations will be satisfied in the following reporting period.

Refunds and Chargebacks

Refunds and chargebacks are associated with marketplace revenue. Returns are not material to our business. Estimated refunds and chargebacks are recorded on the consolidated balance sheets as refunds liability. The merchants' share of the refunds are recorded as a reduction to the amount due to merchants. The revenue recognized on transactions subject to refunds and chargebacks is reversed. We estimate future refunds and chargebacks using a model that incorporates historical experience and considering recent business trends and market activity.

Incentive Discount Offers

We provide incentive discount offers to our users to encourage purchases of goods through our marketplace. Such offers include current discount offers of a certain percentage off current purchases, and inducement offers, such as set percentage offers off future purchases subject to a minimum current purchase. We generally record the related discounts taken as a reduction of revenue when the offer is redeemed. We also offer free products to encourage users to make purchases on our marketplace. The resulting discount is recorded as a reduction of revenue when the offer for free product is redeemed.

Operating Lease Obligations

We lease facilities and data center co-locations in multiple locations under non-cancelable lease agreements through 2025. We determine if an arrangement is a lease at inception. For leases where we are the lessee, ROU assets represent our right to use the underlying asset for the term of the lease and the lease liabilities represent an obligation to make lease payments arising from the lease. Certain lease agreements contain tenant improvement allowances, rent holidays and rent escalation provisions, all of which are considered in determining the ROU assets and lease liabilities. We begin recognizing rent expense when the lessor makes the underlying asset available for use by us. Lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the lease term. Lease renewal periods are considered on a lease-by-lease basis in determining the lease term. The interest rate we use to determine the present value of future lease payments is our incremental borrowing rate, which is the estimated rate we would be required to pay for a collateralized borrowing equal to the total lease payments over the term of the lease. We estimate our incremental borrowing rate based on an analysis of publicly-traded debt securities of companies with credit and financial profiles similar to our own. The ROU asset is determined based on the lease liability initially established and adjusted for any prepaid lease payments and any lease incentives received. The lease term to calculate the ROU asset and related lease liability includes options to extend or terminate the lease when it is reasonably certain that we will exercise the option. Certain leases contain variable costs, such as common area maintenance, real estate taxes, or other costs. Variable lease costs are expensed as incurred on the consolidated statements of operations and comprehensive loss.

Stock-Based Compensation

We have granted stock options and RSUs to employees and nonemployees. We measure stock options based on their estimated grant date fair values, which we determine using the Black-Scholes option-pricing model. We record the resulting expense in the consolidated statements of operations and comprehensive loss over the period of service required to vest in the award, which is generally four or five years. We account for forfeitures as they occur.

RSUs that we grant to employees vest upon the satisfaction of both a service condition and a liquidity condition. The service condition for these awards is satisfied over four or five years. The liquidity condition is satisfied upon the occurrence of a qualifying event, defined as a change of control

transaction or an IPO. We measure RSUs granted to employees based on the fair market value of its common stock on the grant date. We have not recorded any stock-based compensation expense for RSUs as of September 30, 2020, because a qualifying event has not occurred. If a qualifying event occurs in the future, we will record cumulative stock-based compensation expense using the accelerated attribution method for those RSUs for which the service condition has been satisfied prior to the qualifying event, and we will record the remaining unrecognized stock-based compensation expense over the remainder of the requisite service period. If the qualifying event had occurred on September 30, 2020, we would have recorded cumulative stock-based compensation expense of approximately $355 million for the nine months ended September 30, 2020, and would recognize the remaining $153 million of unrecognized stock-based compensation expense over a weighted-average period of approximately 1.78 years.

Valuation of Common Stock, Redeemable Convertible Preferred Stock, and Redeemable Convertible Preferred Stock Warrant

We determined the fair value of common stock, redeemable convertible preferred stock, and redeemable convertible preferred stock warrant in 2017, 2018, and 2019, and for the nine months ended September 30, 2020 based on the market approach under which our equity value was estimated by applying valuation multiples derived from the observed valuation multiples of comparable public companies to management forecasted financial results.

We used the Probability Weighted Expected Return Method (“PWERM”) to allocate our equity value among outstanding common stock, redeemable convertible preferred stock, warrant, and equity awards. We applied the PWERM by first defining the range of potential future liquidity outcomes, such as an IPO, and then allocating its value to outstanding stock, warrant, and equity awards based on the relative probability that each outcome will occur. The valuation and allocation approaches involve the use of estimates, judgments, and assumptions that are highly complex and subjective, such as those regarding expected future revenue, as well as discount rates, valuation multiples, the selection of comparable public companies and the probability of future events. Changes in any or all of these estimates and assumptions, or the relationships between these assumptions, impact our valuation as of each valuation date and may have a material impact on the valuation of our common stock, redeemable convertible preferred stock, and redeemable convertible preferred stock warrant.

Income Taxes

We account for income taxes using the asset and liability method, under which deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between consolidated financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

We determine whether it is more likely than not that a tax position will be sustained upon examination. If it is not more likely than not that a position will be sustained, no amount of benefit attributable to the position is recognized. The tax benefit to be recognized for any tax position that meets the more likely than not recognition threshold is calculated as the largest amount that is more than 50% likely of being realized upon resolution of the contingency.

It is our policy to include penalties and interest expense related to income taxes as a component of interest and other income (expense), net as necessary.

Recent Accounting Pronouncements

Refer to Note 2 to our consolidated financial statements included elsewhere in this prospectus for accounting pronouncements recently adopted and recent accounting pronouncements not yet adopted as of the date of this prospectus.

Quantitative and Qualitative Disclosures About Market Risk

We have operations both within the United States and internationally, and we are exposed to market risks in the ordinary course of our business, including the effects of interest rate changes and foreign currency fluctuations. Information relating to quantitative and qualitative disclosures about these market risks is described below.

Interest Rate Sensitivity

Cash, cash equivalents and marketable securities as of December 31, 2019 and September 30, 2020 were held primarily in cash deposits and money market funds. The fair value of our cash, cash equivalents, and investments would not be significantly affected by either an increase or decrease in interest rates due mainly to the short-term nature of these instruments. A 100 basis point increase or decrease in our current interest rates could increase or decrease our interest income by $11 million for the year ended December 31, 2019 and the nine months ended September 30, 2020.

Foreign Currency Risk

Our sales to users are denominated in local currencies, primarily in U.S. dollars and Euros. We believe we have minimal exposure to Euros as we convert Euros into U.S. dollars a few days after receipt. We do pay our merchants in China in Renminbi and that creates an exposure for a short period of time. Fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. A 10% increase or decrease in current exchange rates could result in additional income or expense of $29 million for the year ended December 31, 2019 and $43 million for the nine months ended September 30, 2020. Beginning in 2020 we began entering into forward contracts to manage a portion of this risk.

Inflation Risk

We do not believe that inflation has had a material effect on our business, financial condition, or results of operations.

BUSINESS

Overview

We launched Wish with a simple mission — to bring an affordable and entertaining mobile shopping experience to billions of consumers around the world. Since our founding in 2010, our vision has been to unlock ecommerce for consumers and merchants, by providing consumers access to a vast selection of affordable products and by providing merchants access to hundreds of millions of consumers globally. We have become one of the largest and fastest growing global ecommerce platforms, connecting more than 100 million monthly active users in over 100 countries to over 500,000 merchants offering approximately 150 million items. Our platform combines technology and data science capabilities, an innovative and discovery-based mobile shopping experience, a comprehensive suite of indispensable merchant services, and a massive scale of users, merchants, and items. This combination has allowed us to become the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[19]

We are focused on democratizing mobile commerce by making it affordable and accessible to anyone. The global mobile commerce market was $2.1 trillion in 2019 and is expected to more than double to reach $4.5 trillion by 2024.[20] While ecommerce grew from 3% of global commerce in 2010 to 14% in 2019, ecommerce companies have largely focused on serving affluent consumers by offering branded goods and prioritizing convenience over price. However, 44% of U.S. consumers and 85% of European consumers have a household income of less than $75,000[21] and cannot afford many traditional ecommerce offerings. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online. We believe that the next billion ecommerce customers will be these value-conscious consumers. According to a survey we conducted in 2020 across 2,850 consumers in select countries, approximately 75% of those responding prioritize the price of an item over brand and delivery time. We built Wish to serve these consumers who favor affordability over brand and convenience, and are being underserved by traditional ecommerce platforms.

We are revolutionizing mobile commerce with a user experience that is mobile-first, discovery-based, deeply-personalized and entertaining. Over 90% of our user activity and purchases occur on our mobile app. Our data science capabilities allow us to mirror how consumers have shopped for decades in brick-and-mortar stores by offering a discovery-based shopping experience on a mobile device. Our highly-personalized product feed enables our users to discover products they want to purchase by simply scrolling through our mobile app and browsing. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Wish users engage with our app in a similar manner to how they engage with social media; scrolling through image-rich, highly-engaging, and interactive content. To enhance user engagement, we incorporate fresh gamified features, rich user-generated content including photos, videos, and reviews, and a wide range of relevant products to make shopping more entertaining. Our differentiated user experience has driven superior engagement with Wish users spending on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

We also built Wish to empower merchants around the world. Today, most of our merchants are based in China. We initially grew our platform focusing on merchants in China, the world's largest exporter of goods for the last decade,[22] due to these merchants' strength in selling quality products at

19 Sensor Tower, analysis of store intelligence platform data, November 2019.
20 eMarketer, Global eCommerce 2020, June 2020.
21 Euromonitor International Limited, Economies and Consumers, updated August 2020.
22 The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.

competitive prices. We continue to expand our merchant base around the world. The number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. In particular, the number of merchants on our platform in the U.S. has grown approximately 268% since 2019. Through our diversified and global merchant base, we are able to offer greater depth and breadth of categories and products. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services, including demand generation and engagement, user-generated content creation, data intelligence, promotional and logistics capabilities, and business operations support, all in a cost-efficient manner.

Local brick-and-mortar stores worldwide are struggling to attract consumers and compete in a retail world being transformed by ecommerce and industry consolidation. We launched Wish Local in 2019 to help these merchants increase their online reach and discovery, gain foot traffic, and drive additional sales. Today, we have almost 50,000 Wish Local partners in 50 countries who have signed up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. Our Wish Local partners also serve as Wish Pickup locations for online Wish orders, which effectively gives us a local warehousing and fulfillment footprint around the world without owning any real estate.

Our scale, combined with our extensive data science capabilities, provides us with a unique competitive advantage and is core to our business operations. We collect, analyze, and utilize data across over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support. For example, our user acquisition strategies utilize our data science capabilities to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and user conversion. We also leverage our data and unique insights to extend our platform outside of our core business and drive additional growth opportunities, including new services to merchants and new categories for users.

Our proprietary data and technology also fuel our powerful network effects. As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform to grow their businesses, broadening our product selection, which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and has made Wish one of the largest ecommerce marketplaces in the world.

We have experienced substantial growth since our founding in 2010. We grew our revenue from $1.1 billion in 2017 to $1.9 billion in 2019 at a compound annual growth rate of 31% and from $1.3 billion for the nine months ended September 30, 2019 to $1.7 billion for the nine months ended September 30, 2020, an increase of 32%. Our revenue is diversified and global. For the nine months ended September 30, 2020, 82% of our revenue was from marketplace services, 90% of which was from core marketplace revenue, which includes commission fees earned from the sale of products on our marketplace, and 10% of which was from our ProductBoost, and for the nine months ended September 30, 2020, 18% of our revenue was from logistics services, which consist of fees from merchants for services to facilitate shipments.

ProductBoost is an advertising feature by which our merchants can promote their listings within user feeds. In terms of geographic diversification by users, for the nine months ended September 30, 2020, 43% of our core marketplace revenue came from Europe, 42% from North America, 5% from South America, and 10% from the rest of the world. Our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float. In 2019, we generated a net loss of $129 million and Adjusted EBITDA of $(127) million, compared to a net loss of $208 million and Adjusted EBITDA of $(211) million in 2018, and a net loss of $207 million and Adjusted EBITDA of $(135) million in 2017. For the nine months ended September 30, 2020, we generated a net loss of $176 million and Adjusted EBITDA of $(99) million, compared to a net loss of $5 million and Adjusted EBITDA of $(11) million for the nine months ended September 30, 2019. See the section titled “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Our Market Opportunity

Global ecommerce is a massive and growing market. In 2019, global ecommerce was a $3.4 trillion market expected to nearly double to reach $6.3 trillion by 2024. Excluding China, the global ecommerce market was $1.6 trillion in 2019 and is expected to grow to $2.7 trillion by 2024.[23] Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024.[24] While the market is large and rapidly growing, modern ecommerce has not evolved to fit the expectations and affordability needs of the global population.

Billions of Value-Conscious Consumers Are Underserved

Value-conscious consumers represent a large and growing portion of the global consumer population, and they have been historically underserved by traditional ecommerce. For this segment of the global population, price is often the single most important determinant when making a purchase. Forty-four percent of U.S. consumers and 85% of European consumers have a household income of less than $75,000,[25] and we estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online for the first time. We believe that the next billion ecommerce customers will be these value-conscious consumers.

This value-conscious population has significant and highly resilient buying power which can be evidenced by the success of discount retailers. While traditional brick-and-mortar retail continues to face challenges, discount retailers remain resilient as bargain-hunting consumers continue to shop at value-focused stores. Between 2019 and 2021, the number of variety store retailer locations in the U.S. is expected to increase.[26] Despite their sizable presence, these discount retailers have achieved limited success in moving their low-price point business models online.

Traditional Ecommerce Does Not Meet Evolving Consumer Behavior

Discovery is a foundational aspect of the brick-and-mortar shopping experience. Shopping in store allows consumers to browse and discover new products that they want, driving many consumers

[23] eMarketer, Global eCommerce 2020, June 2020.
[24] eMarketer, Global eCommerce, 2020.
[25] Euromonitor International Limited, Economies and Consumers, updated August 2020.
[26] Euromonitor International Limited, Retailing 2020 edition, published July 2020.

to purchase items beyond their planned purchases. This type of navigational browsing often creates purchase intent for new products. A study conducted in 2019 by First Insight, a provider of data analytics for the retail industry, found that 89% of women and 78% of men who visit physical stores frequently add additional items to their cart beyond their identified need.[27] However, the largest ecommerce companies in the world were created on desktop, and their consumer experiences are predominantly search-driven rather than discovery-based. When porting that search-driven experience to mobile, consumers can shop for what they know they need, but struggle to browse, engage, and discover new products. On average, people spend 3 hours per day[28] on their mobile device, primarily on social and video mobile apps.[29] As consumers spend more and more of their time on mobile, they expect visually rich, engaging, and personalized experiences. Mobile has become an effective platform for discovery in other verticals outside of ecommerce such as social media, gaming, music, and video, but we believe that online shopping has lagged in offering mobile discovery.

Merchants Around the World Lack Access to Global Consumers

Ecommerce represents a massive opportunity for global merchants, but they often struggle to access and serve global ecommerce consumers. IDC estimates that there are approximately 348 million SMBs around the world as of 2019,[30] and the success of these businesses is imperative to local, national, and global economies. SMBs make up over 90% of all enterprises globally and employ over 50% of the global workforce.[31] Despite their scale and economic power collectively, individual SMBs are often challenged, as evidenced by approximately 20% of U.S. SMBs failing in their first year and approximately 50% failing after five years in business, according to 2019 data.[32] For merchants around the world to grow their businesses, the ability to reach and target consumers at scale is critical.

Merchants Lack Technology-Driven Tools to Operate Their Businesses

Many merchants lack the tools to operate their businesses efficiently, including expertise and resources to acquire users, shipping and logistics platform, payment capabilities, access to credit, effective user support, and comprehensive data insights. For example, based on an independent survey, almost half (45%) of SMBs in the United States have reported a lack of any online presence, demonstrating challenges these merchants face in running their businesses in an increasingly digital world.[33]

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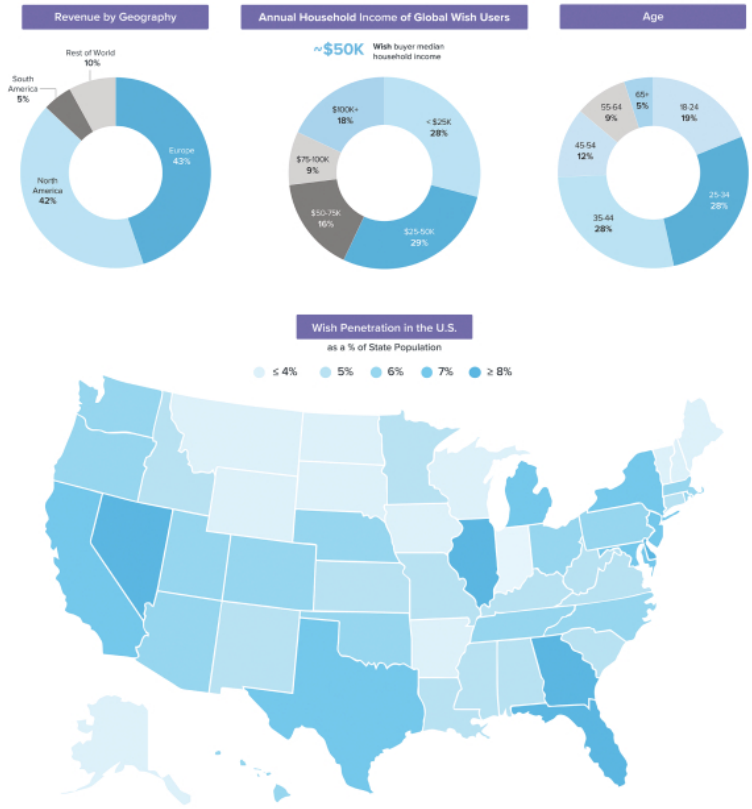
27 First Insight, The State of Consumer Spending, March 2019.
28 eMarketer, US Mobile Time Spent 2020, June 2020.
29 eMarketer, US Mobile Time Spent 2020, June 2020.
30 IDC, Understanding the Needs of the Global Small and Medium-Sized Business Market, US46393020, May 2020.
31 United Nations Conference on Trade and Development, The International Day of Micro, Small and Medium Enterprises (MSMEs), June 2020.
32 Small Business Administration (SBA) Office of Advocacy, Frequently Asked Questions, 2018.
33 CNBC, Small Business Survey, 2017, updated May 2019.

The Wish Platform

Our global ecommerce platform connects over 100 million monthly active users in over 100 countries to over 500,000 global merchants. We seek to democratize ecommerce by making the Wish platform affordable, open, and accessible to all users and merchants worldwide. We do this through our relentless focus on product, technology, and data science. For our users, we are revolutionizing the mobile shopping experience by making it affordable, personalized, and entertaining. For our merchants, we offer immediate, cost-efficient access to our global user base, scaled data, and technology platform, as well as a comprehensive suite of indispensable services to help run their businesses and drive sales. To serve our global and diversified user and merchant base, we approach our platform development with a specific geographic focus, tailoring key features to solve for the needs of that locality, and enabling an authentic, localized experience.

Value Proposition to Wish Users

Today, we serve more than 100 million monthly active users and more than 67 million annual buyers. Our users are global and diverse, representing a wide range of age demographics and household incomes. Forty-three percent of our users are millennials and the median household income of our users is approximately $50,000, as of August 2020 based on our survey.



We have democratized ecommerce by making it:

- **Affordable.** Price is the single most important determinant when making a purchase for a substantial portion of the global population, and we aim to serve the affordability needs of these consumers. According to our survey of 2,850 consumers in select countries, approximately 75% of those responding prioritize the price of an item over brand and delivery time. Additionally, 95% of the survey participants who shop on Wish stated that they find items on Wish to be at a discount to branded alternatives. The merchants on our platform offer primarily unbranded products that can be discounted in excess of 85% as compared to branded alternatives across a number of categories, such as wireless ear buds and air fryers. For

example, based on our internal research, the average price of the top 20 wireless ear buds sold on Wish is approximately $20, compared to the online retail average price of a select set of recognized branded alternatives of approximately $165, and the average price of the top 20 air fryers sold on Wish is approximately $85, compared to approximately $173 on average for a select set of recognized branded alternatives.[34] We have a number of policies which, in combination with our robust user-generated content, promote higher quality merchants and products on our platform. This allows us to offer a vast selection of high-quality items at competitive prices, a value proposition that attracts more than 100 million monthly active users to our platform.

- **Accessible.** Making Wish open and accessible to everyone is core to our strategy. Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024.[35] We built Wish to be mobile-first so any consumer around the world can easily access our shopping platform on a mobile device. We also do not have membership fees, understanding that millions of consumers are value-conscious and/or would not be able to afford such fees.
- **Everywhere**. Since our founding we have continuously expanded our global footprint, with the result that we have users in over 100 countries today. To better serve our global user base, we localize various features on our online platform and tailored our experience to each respective market through, for example, making it accessible in 40 different languages and providing country-specific payment methods. This localization improves the engagement of our large, diverse user base. In addition to connecting our users with our online merchants, we started connecting users with local brick-and-mortar stores through our Wish Local program. Wish Local allows our users to shop online and also stop by our almost 50,000 Wish Local partner stores to pick up products that they purchase through our online platform. Our users can support their local businesses through increased foot traffic, which drives additional sales.

We have re-invented the online shopping experience to be:

- **Mobile-First.** Wish was built for mobile. Our application is deliberately designed to be image-rich, with minimal search input or text-based interactions. Over 90% of our user activity and purchases occur on our mobile app.
- **Discovery-Based.** Our mobile shopping experience mirrors how consumers have shopped for decades in brick-and-mortar stores. Our platform is designed to make it easy to navigate a vast selection of products when users do not have a specific item or brand in mind. On average, our users see over 500 distinct products across many different categories on a daily basis. Unlike other ecommerce platforms where consumers often visit with a predetermined purchase intent on specific items, our navigational and entertaining shopping experience gives us the ability to create purchase intent in our users across a diverse set of products and categories. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing.
- **Personalized.** No two users' Wish interfaces and product feeds look the same. Utilizing big data technology, we enable customization on a massive scale. We deliver personalized and curated products to our users and help them discover desired products quickly. Our goal is to create an experience that is responsive to our users' preferences so that the products that they see are relevant to them. As a result, over 65% of our users click on a product detail page from the main feed. Every single one of our more than 100 million monthly active users

[34] Screening criteria for these products sold on Wish includes the top selling unbranded items (based on total sales) sold on Wish achieving an average rating of 4.0 out of 5.0 stars or higher from our users.

[35] eMarketer, Global eCommerce, 2020.

receives a unique experience tailored to their individual user profiles, history and other contextual data in our data engine. Our focus on personalization has resulted in improving engagement and monetization.

- **Entertaining.** We have transformed the user experience to make shopping on Wish as engaging and entertaining as browsing social media. For example, the product assortment on the user's feed is a source of entertainment as this personalized feed allows the user to scroll through and explore a wide range of relevant products. In addition, our Blitz Buy feature engages users to spin a wheel in the app and creates a sense of exclusivity by generating a once-a-day sale on a limited number of extra discounted products. By incorporating interactive and social features, we increase the length and frequency of a user's sessions and drive increased engagement. Wish users spent on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

Value Proposition to Wish Merchants

We built Wish to empower merchants around the world. Today, we serve more than 500,000 merchants and we partner with almost 50,000 Wish Local stores in 50 countries. Some of our merchants sell exclusively online, others from their brick-and-mortar stores, and some sell both online and offline through their stores.

Accessible and Cost Efficient Ecommerce Platform. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services in a cost-efficient manner to help them run their businesses and grow sales. Most of our merchants sell unbranded goods, while approximately 80% of U.S. retail is estimated to be branded.[36] Merchants selling unbranded goods have historically been underserved and lacked effective, direct access to a scaled global user base. In order to make our platform accessible to every merchant globally, we do not charge any monthly subscription fees, nor do we require deposits. Merchants pay us only when we have helped them generate a sale. Through our merchant platform, we seek to empower these highly capable merchants offering quality products at compelling values and unlock this supply of goods to consumers globally.

In addition, we give our merchants the following indispensable services:

Demand Generation and Engagement

- **Global Reach for Online Merchants.** Wish gives merchants immediate access to over 100 million monthly active users across more than 100 countries, with a significant user footprint in the U.S. and Europe. We help our merchants reach these users in a highly targeted and cost-efficient manner. Our global reach is supported by our proprietary logistics platform which enables reliable and affordable delivery to users around the world.
- **Digital Presence for Brick-and-Mortar Stores.** Through Wish Local, we partner with a global network of local brick-and-mortar stores and provide them with access to our global online user base and help enable online discovery of their stores and products. Wish Local stores can sign up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. They can also serve as Wish Pickup locations for online Wish orders. These features help Wish Local stores drive additional foot traffic and increase sales.

[36] eMarketer, US Private Label vs. Branded Retail Sales Share of CPG Products, by Channel, March 2019, March 2018, and August 2019.

- **Promotion.** Wish merchants can amplify their reach and sales by utilizing our native advertising tool, ProductBoost. Merchants can select which products they would like to advertise and create a campaign for them including setting a budget and timeline to display the ad. We utilize data science to optimize placement of the product on a user's feed, target users who have a higher propensity to engage with our platform and buy from our merchants, and maximize the merchant's return on ad spend. In addition, for products that receive exceptional buyer feedback, we offer our merchants the opportunity to earn Verified by Wish badges, which are shown to users and increase the visibility of the product on our platform.

User-Generated Content Creation. User-generated content, in particular, authentic, localized content, can meaningfully improve user engagement and increase purchases of products on our platform. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos in local languages, rather than brand recognition, when making purchase decisions. In the first nine months of 2020, our users contributed approximately 85 million product ratings and 72 million store ratings as well as approximately 10.5 million images and 1.9 million videos. Our user-generated content repository also contains guides and how-to's that can add instructional value to our product listings. This makes the content on our platform an important source of trust and quality for our largely unbranded product selection. Our data science prioritizes items with favorable reviews, higher ratings and shipping history, connecting buyers with high-quality merchants and enhancing both the user and merchant experience.

Data Intelligence

- **Data Insight.** We provide our merchants a comprehensive data set to run their businesses through the Wish Merchant Dashboard. This dashboard of key valuable metrics and analytics helps our merchants monitor and improve their performance in terms of total impressions, overall sales, product assortment, service quality, fulfillment, shipping needs, and refunds, among others. These data insights help our merchants drive more sales on Wish.
- **Revenue Impact.** Our proprietary, state-of-the-art data science capabilities are designed to display products to users who are most likely to buy them, in turn driving more revenue to merchants. We take into account a variety of factors, including our users' demographics and past purchase behaviors, to ensure that merchants reach the most relevant population of users.

Logistics

- **Shipping Logistics.** With ongoing changes to global postal regulations and increases in cross-border sales volume, logistics has become paramount for small merchants to succeed in ecommerce. We facilitated the shipment of over 640 million items during the twelve months ended September 30, 2020 to buyers across more than 100 countries. To support this immense volume, we have built and continue to invest in our robust global logistics platform. We have developed a number of logistics programs including WishPost, Export Processing Center ("EPC"), A+, Fulfillment by Wish ("FBW"), and Fulfillment by Store ("FBS"). We have also established relationships with national postal networks and formed partnerships with third-party carriers to provide a set of reliable cross-border logistics solutions at competitive costs for our merchants. We believe that ensuring a consistent delivery experience for our users increases value to our merchants by boosting sales volumes and minimizing returns.

  Given the UPU's recent postal rate reform and overall increasing logistics costs globally, particularly costs related to ChinaPost services, we have invested in new logistics offerings and related technology and data science to further diversify our logistics operations. The percentage of packages shipped through our proprietary logistics platform has grown

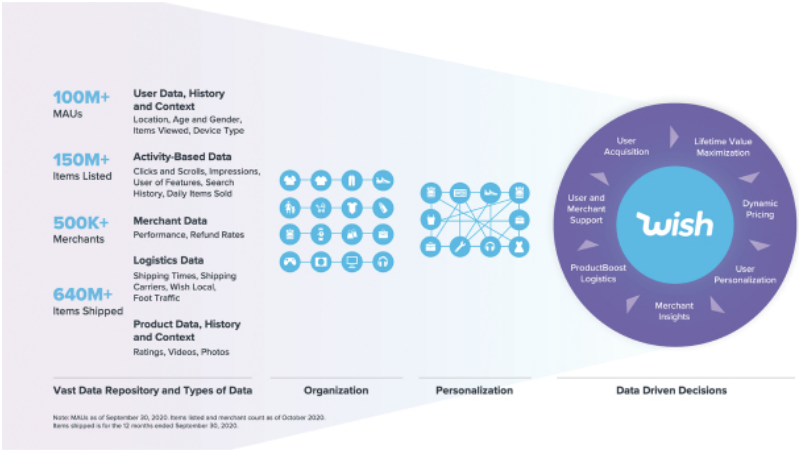
substantially from 0% in 2016 to over 90% in October 2020. Of this volume, we perform all logistic services on behalf of our merchants for approximately 50% of the packages. For the remaining 50%, merchants can choose the carrier and the desired service level based on what is available on our logistics platform. In July 2020, the U.S. was granted permission from the UPU members to set its own inbound postage rates, subject to certain caps, which led to higher postage rates for cross-border shipments. Despite this development, based on our diversified logistics offering, we were able to continue operations seamlessly.

- **Wish Local Pick-Up.** Through our Wish Local partnerships, we enable our online merchants to send their inventory to our almost 50,000 partner pick-up locations in close proximity to users to allow for quicker, localized pickup**.** These Wish Local stores effectively give us a local warehousing and fulfillment footprint around the world without owning any real estate. Pick-up enables faster fulfillment as well as additional savings for our users. We believe that additional fulfillment options and savings to users increase conversion and sales to our merchants.

Business Operations

- **Optimization Tools, Services, and Education.** We provide tools, services, and ongoing education to our merchant base to help them improve their business operations and drive greater success. At onboarding, we equip new merchants with resources and best practices to help them list their products, launch their stores, and upload, manage, and edit product listings. We also provide ongoing education and seminars for our merchants on broader topics relating to merchandising, logistics, and ecommerce, among others, to further promote merchant success.
- **International Compliance.** Wish assists merchants with local compliance requirements globally. For example, Wish has a tax engine that helps merchants comply with local tax requirements.
- **Payment Processing.** Wish optimizes global payment acceptance, installment payments and fraud prevention on behalf of our users and merchants by leveraging numerous third-party Payment Service Providers. We work with a broad network of regional and local payment providers and customize currency on our app to ensure optimal engagement locally.
- **Early Payment Program.** We provide an early payment program to our merchants where we accelerate payment to select qualified merchants by leveraging our data on merchants' sales activities on our platform, consumer reviews, shipping times, and inventory values, among others.
- **User Support.** Our largely outsourced global user support team offers localized support in over 20 languages, and handles user inquiries at all stages of the shopping experience. Hundreds of agents assist users with questions regarding delivery, item particulars, and payment and checkout. The team also focuses on ensuring quality interactions, supporting users through social media, training new agents, and processing vendor escalations. In 2018, we launched the Wish Support Bot, an automated user support platform to supplement our team of agents, further increasing operational efficiency and quality of user support. From January to July 2020, our Wish Support Bot has been responsible for resolving over 65% of inbound support requests. As the user experience remains our primary focus, we will continue to expand and improve the user support platform.
- **Merchant Support.** We offer our merchants with 24x7 support so they can fully leverage our merchant platform. In many geographies, we have native language support and can support over 20 languages.

Data Science



Our technology and data science capabilities drive all aspects of our business. Our data advantage comes from our rich and growing data set of historical and recent user and merchant behaviors and transactions, and deep understanding of our more than 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day. All of this feeds into a proprietary data science algorithm that we continuously optimize for more intelligent insights and decision making.

Key examples of how we use data science to drive our business include:

- **User Acquisition:** We have extensive experience and have invested heavily in cost-effective, data-driven digital marketing and user acquisition strategies. We use a diverse range of social media channels and other online channels to market to potential Wish users. Additionally, our massive scale has resulted in significant growth in our organic reach which supplements our paid marketing efforts. We leverage the power of our proprietary data to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and conversion. We also design innovative marketing programs that help increase brand awareness by targeting people who have a higher propensity to engage with our platform and buy from our merchants.
- **Lifetime Value Maximization:** We are intently focused on maximizing cumulative lifetime value ("LTV") of our users and optimizing the initial user acquisition investment. Data science plays a critical role in achieving this goal as it informs key decisions we make on a continuous basis including an estimation of potential long-term value of an individual user, a group of users as well as specific countries. This determines how we allocate marketing investment across different users, marketing channels, and geographies, and drives our user acquisition and re-engagement strategies as well as longer-term investment priorities.
- **Dynamic Pricing:** We utilize our data to dynamically vary prices across products to optimize conversion as well as our margin. Given the wide array of unbranded items available on Wish,

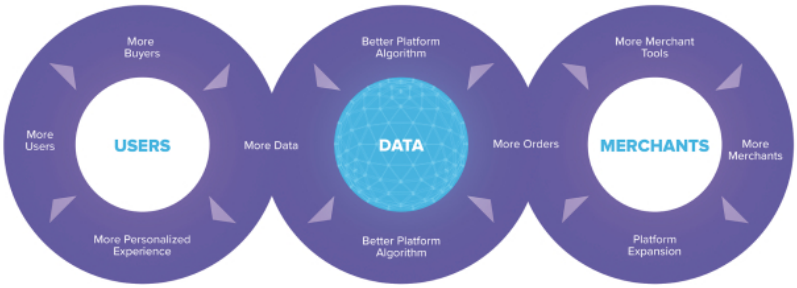
we can easily substitute products in our discovery-based shopping environment. This type of shopping environment is well suited to gauge user demand and conduct price discovery on a global level as well as on an individual user level. We take into account characteristics of the product and the user to estimate price sensitivity and vary pricing to achieve a margin target at the user and basket level, as opposed to on individual items. Our users typically buy multiple items in a single transaction, which allows us to use low cost items to maximize conversion while still optimizing basket-level margin. Price variability and constant changes on our platform also create a sense of urgency and add to the gamification element.

- **User Personalization:** We leverage our data science and technology to place the right product in front of the right user at the right time and at the right price. Our proprietary algorithms utilize a rich and growing data set of historical and recent user behaviors that includes browsing data, past transactions, reviews, and preferences noted on Wish, to display only the most relevant and personalized content. This data-driven approach enables efficient and enjoyable navigation and discovery on a mobile screen, creates purchase intent across a diverse set of products, and increases conversion to sales. For every 100 user sessions on our platform, an average of approximately 40 items get added to cart.
- **User-Generated Content:** Our platform offers mostly unbranded goods today. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos, rather than brand recognition, when making purchase decisions. This makes the user-generated content on our platform an important source of trust and quality for our largely unbranded product selection. Our data science prioritizes items with favorable reviews, higher ratings and shipping history, connecting buyers with high-quality merchants and enhancing both the user and merchant experience.
- **Merchant Insights:** Our platform includes a merchant dashboard with built-in analytics to help merchants sell more products and track their performance. Our data capabilities help merchants better understand user behavior and preferences, enabling them to operate more intelligently and efficiently. We give our merchants access to their products' sales, impressions, refund ratios, ratings, and reviews, as well as insight into their products' shipping performance including time to door. We regularly rank merchants based on their performance related to user experience and policy compliance. Merchants with high rankings receive greater product impressions, eligibility for faster payment, as well as discounted access to our native advertising tool ProductBoost.
- **ProductBoost:** ProductBoost is our native advertising tool for merchants, which helps them promote their products. Approximately 30% of our merchants used ProductBoost in 2020 to date. Merchants can select which products they would like to advertise and create a campaign for them including setting a budget and timeline to display the ad. Merchants receive various key metrics that track the performance of their Boosted products, including return on ad spend, number of impressions, and number of conversions. We utilize data science to optimize placement of the product on a user's feed, target users who have a higher propensity to engage with our platform and buy from our merchants, and maximize the merchant's return on ad spend.
- **Logistics:** We leverage data science to power our logistics platform and continuously improve our logistics offering to our merchants. We combine this global network with data science to improve transparency and logistics operational efficiency for our merchants, while also aiming at reducing shipping time and improving delivery reliability for our buyers.
- **User and Merchant Support:** We use data to understand what a user or merchant is likely to need help with in order to improve the quality of support and maximize cost efficiency of providing such support. Utilizing our vast data set drives efficiency for us by allowing us to track various success metrics including spend per ticket, resolution rates, and user and merchant satisfaction scores.

Our Network Effects

Our platform benefits from powerful network effects, fueled by our proprietary data and technology. We collect, analyze, and utilize data across our over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support.

As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform and grow their businesses with Wish, broadening our product selection which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and made Wish one of the largest ecommerce marketplaces in the world.



Our Growth Strategy

We leverage our data and unique insights on merchants and users to extend our platform outside of our core business and drive additional growth opportunities. Our data science capabilities are a unique advantage and core to the operations of our business.

Grow Our Base of Users

- **Continue to Acquire New Users.** We are focused on growing our user base around the world. We currently serve users in over 100 countries. We estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India. We intend to grow our user base by cost effectively reaching new users through a combination of data-driven and targeted advertising campaigns, word of mouth and other marketing efforts, as well as increasing our brand awareness.

- **Drive User Conversion.** We have over 12 million monthly active buyers[37] and over 100 million monthly active users on the platform. We will continue to drive greater user engagement and convert more active users on our platform to become active buyers by utilizing our data science and introducing more interactive and entertaining features.
- **Drive Profitable Lifetime Value from Existing Users.** We will continue to improve the engagement and monetization of our users on our platform to maximize their lifetime value. We plan to achieve this goal using a number of strategies. We will use our data science to drive personalization of our platform, so that we can continue to offer a differentiated mobile shopping experience and continue to drive higher user engagement. We will also continue to offer deeply discounted promotions, including LQD, and an overall gamified experience that further incentivizes users to make a purchase. In addition, we will promote robust, user-generated content which will continue to serve as a source of trust and quality for our largely unbranded product selection. We will also seek to continuously improve our ease of use by investing in our user support and logistics platform to enable faster deliveries and localization of our platform, ensuring optimal engagement by our global user base.
- **Expand Geographically.** We will continue to expand our global footprint and enter new geographies and acquire new users in those markets. In particular, countries in Africa, Latin America, and Eastern Europe are key growth markets with large and growing populations as well as a significant portion of the population with lower average household incomes. Within these markets, the proliferation of consumer mobile use and improvements in internet infrastructure will help us establish and grow our business. In addition, our investments in our own logistics network will help us achieve better breadth and density of coverage in our newer regions and countries, enabling a better user experience and localized, high-quality delivery and customer service.

Grow Our Base of Merchants and Offerings

- **Diversify Our Merchant Base and Expand Product Categories.** As we grow and diversify our merchant base, we partner with other merchant platforms, such as PayPal, ShipStation, and PlentyMarkets, to acquire additional merchants outside of China and expand our geographic reach and diversity across the merchant base. In 2019, four out of the top 10 selling merchants on our platform were located in the United States selling refurbished electronics, beauty products, and hobby items, which illustrates the ongoing diversification of our merchant base and product categories. We will continue to expand product selection to provide more diversified products at competitive price points to our users.
- **Broaden Merchant Services.** We intend to add additional services to help our merchants grow their businesses and sell more on Wish. These services include educational content and resources as well as tools enabling merchants to promote their products in a variety of ways both on and off the Wish platform, efficiently manage working capital, and fulfill and ship their orders. For example, we have recently expanded our native advertising tool ProductBoost by launching two products – MaxBoost, which enables additional product impressions outside of Wish including on social media platforms, and IntenseBoost, which provides increased product impressions in a shorter period of time.
- **Expand Logistics Platform.** We plan to continue to expand our logistics platform and optimize our proprietary logistics programs. Through strategic partnerships with selected regional postal networks and commercial logistics partners, we aim to become an integrated part of the cross-border logistics value chain with our own logistics services. We intend to leverage our own dedicated channels that we developed to provide faster and more reliable

[37] Based on available internal data from January 2020 to September 2020.

delivery to our buyers. Given the recent changes to the Universal Postal Union Treaty and overall increasing logistics costs globally, particularly costs related to ChinaPost services, we have invested in new logistics offerings and related data science to further diversify our logistics operations. The percentage of packages shipped through our proprietary logistics platform has grown substantially from 0% in 2016 to over 90% in October 2020. Of this volume, we perform all logistic services on behalf of our merchants for approximately 50% of the packages. For the remaining 50%, merchants can choose the carrier and the desired service level based on what is available on our logistics platform. By investing in logistics, we will also help our merchants reach a larger and more global user base and increase demand for their products. We believe that ensuring a consistent delivery experience for our users increases value to our merchants by boosting sales volumes and minimizing returns. We are also exploring the opportunity to open up our logistics programs to merchants outside of Wish.

- **Grow Our Wish Local Offering.** We will continue to expand our Wish Local program to drive both online and offline commerce. Through the Sell on Wish feature, Wish Local enables local brick-and-mortar stores to digitize their storefronts by uploading their in-store inventory on our platform and selling to our global user base. These stores in turn give us access to a local warehousing and fulfillment footprint at almost 50,000 stores around the world by serving as Wish Pickup locations for online Wish orders. Over time, we will expand our offerings to Wish Local stores and grow our footprint by leveraging our digital marketing expertise as well as partnerships with small business platforms to identify and onboard new Wish Local stores.

Continue to Innovate and Extend Our Platform

- **Monetize Brick-and-Mortar Stores.** We are still in the early stages of building out and monetizing our Wish Local offering. We do not currently charge our Wish Local stores for any incremental traffic or revenue that we help bring to their store. As we continue to grow our Wish Local program, we plan to explore different ways in which we can further enhance our value proposition and monetize our offering, whether in the form of additional traffic or sales to the store.
- **Add New Product Categories.** We plan to continue to diversify product categories and service offerings on Wish. We believe a more comprehensive catalog on our platform will drive superior user engagement. First, as our Wish Local footprint continues to grow, we see an opportunity to expand CPG offerings sold through our Wish Local stores. Many of our Wish Local stores carry CPG products which they can list on our platform through Sell on Wish feature, and the location of Wish Local stores within the community makes this option attractive for CPG products. Second, we aim to expand our platform to include in-person services offered through our Wish Local stores, such as salon, repair, tailor, and event planning. We believe expansion into in-person services will drive increased foot traffic, recurring visits, and increased sales to our merchants. Lastly, we are also expanding our offerings to include affordable brands and off-price branded inventory given the significant consumer demand. Products such as branded refurbished electronics, closeout branded apparel, and off-price branded beauty are some of the most popular categories on our platform. We believe that a larger selection of affordable, branded items will increase Wish's appeal to both new and existing users.
- **Expand to New Advertising Partners.** Historically, the majority of the advertising on our platform has comprised of our merchants advertising their products by promoting their listings within user feeds. Relatedly, we see a significant opportunity to connect other types of advertisers to our over 100 million monthly active users around the world as we believe our user base presents a diverse and global audience for advertisers across many end markets beyond ecommerce, including financial services, subscription services, and travel. We help these advertisers target individual users using our data science and can support

advertisements that show up digitally within a user's scrolling feed, natively among user-generated content as well as physical advertisements that can be inserted into our shipments. Leveraging our scale and data science, we plan to continue to expand our advertising partners.

- **Grow First-Party Sales.** We leverage the data across our platform to identify key selling trends and consumer preferences to source branded and unbranded inventory directly from manufacturers and sell on our platform. For these direct sales, we act as the principal and owner of the inventory, and for some, we develop and sell under our own private brand. While this revenue is a modest amount today, we will continue to experiment with and optimize first-party sales including our private label strategy.
- **Open Our Commerce Platform to Additional Businesses.** Over time, we plan to open the Wish commerce platform and capabilities to additional businesses. We believe we have been able to attract some of the best engineering talent and have developed best-in-class capabilities across data science, digital performance marketing, logistics, and others functions that support the Wish platform. These capabilities address some of the most enduring challenges that many businesses – both within ecommerce and beyond – face today. We see a significant opportunity in providing access to these capabilities to additional businesses not currently on the Wish platform. For example, we plan to offer access to our logistics offering to any merchant who engages in ecommerce and wants a reliable, affordable, and global shipping solution. Similarly, we plan to offer our digital performance marketing solutions to any advertiser, regardless of their vertical or end market.

Our Platform Offerings and Features

We have developed a powerful two-sided marketplace that drives significant value to both users and merchants. By connecting our users directly to the merchants who directly source their products, we can offer a vast selection of high-quality items at competitive prices.

For Our Users

We designed the Wish platform to be affordable and entertaining by providing relevant products that are determined through data science and personalization. Over 65% of our users click on a product detail page from the main feed, and over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Our mobile app and website make it easy for our users to browse and discover new products they want to purchase.

We are focused on enhancing user experience and driving conversion through the use of data. The user experience begins on our main feed, where users scroll through, and the products displayed are determined by our growing repository of historical and recent user behaviors. The relevancy of products displayed is gauged by the number of scrolls and new page downloads by a particular user. Similarly, the appearance of specific app features are tailored to individual users and guided by their prior engagement with and response to such features. The app features that we tailor to individual users include feed banners, feed collection tiles, ordering of top level categories, highlighting of features such as Blitz Buy and Referral Rewards, pricing, notifications outside of the app, and payment options.

We also customize currency and language of our app by region to ensure optimal engagement locally. We enable features on our online platform to be viewed in 40 different languages, which improves engagement of our large, diverse user base.

In order to optimize user conversion, we track user product journey–starting with the time spent on the main feed, followed by the number of detailed product page views, the addition of product to cart, and ultimately check-out. We continue to improve the user experience on the Wish app to drive continued improvements in user conversion.

The following products help us to provide a seamless experience for our users across our platform.

Affordability and Accessibility

Pricing. The merchants on our platform offer primarily unbranded products that can be discounted in excess of 85% as compared to branded alternatives across a number of categories, such as wireless ear buds and air fryers. For example, based on our internal research, the average price of the top 20 wireless ear buds sold on Wish is approximately $20, compared to the online retail average price of a select set of recognized branded alternatives of approximately $165, and the average price of the top 20 air fryers sold on Wish is approximately $85, compared to approximately $173 on average for a select set of recognized branded alternatives.[38] Additionally, competition within our merchant base to generate sales keeps price points for items low. We also leverage data science to help our users find attractive value, and we ingest signals and data from user engagement with specific products and advertisements on our platform in order to dynamically determine the most optimal price for the individual user.

Pay Later. Through our Pay Later program eligible users can defer payment of portions of the purchase price for up to 30 days. Pay Later does not include any fees or interest and makes many products more affordable for our users.

Wish Cash. Users can also build their Wish Cash balances by getting rewards through the application in various ways including referring friends to make a purchase on Wish. Users can in turn use their Wish Cash balance to make purchases, as well as get refunds faster than waiting for traditional banking delays. In some countries such as the United States, users are also able to use cash deposits at certain Wish Local partner stores to pay for items on Wish without needing a credit card or traditional online form of payment.

Add to Cart Offer. Add to Cart Offer unlocks discounts as users browse and put items into their carts, which gamifies the shopping experience with surprise offers.

Promotions. Through weekly promotional events and promo codes, users can receive significant savings off of our already value-driven pricing.

Wish Local Product Pick-Up. Our almost 50,000 Wish Local partners around the world serve as Wish Pickup locations for online Wish orders, providing an additional mode of fulfillment and enabling additional savings for our users. Users can select to have products they purchase shipped to one of our Wish Local stores for a pick-up and save on average of over 25%. For items that are already available in our Wish Local store and do not require shipping, users can save even more, on average of over 55%, for selecting pick-up.

Rewards. Users can not only earn reward points on Wish by making purchases but also by taking various actions throughout the application. Submitting a review or uploading a photo or video can add to a user's reward points balance. These reward points can be redeemed for discounts on future orders. Periodically, we may include other offers in the reward redemption such as items that are purchasable directly with reward points.

[38] Screening criteria for these products sold on Wish includes the top selling unbranded items (based on total sales) sold on Wish achieving an average rating of 4.0 out of 5.0 stars or higher from our users.

In-App User Support. Our largely outsourced global user support team offers localized support in over 20 languages, and handles user inquiries at all stages of the shopping experience. Hundreds of agents assist users with questions regarding delivery, item particulars, and payment and checkout. Users can exchange messages 24x7 with Wish's support assistant to immediately solve item and delivery issues. We also provide support to users to help identify product listings that infringe on intellectual property and take prompt action against accounts known to sell counterfeit listings.

Feedback and User-Generated Content. With millions of product ratings, store ratings, images, and videos uploaded monthly, users are able to make informed purchase decisions. To encourage users to continue to leave feedback, Wish prompts them to review their purchases immediately upon receipt, such that easy information gets submitted first and any incremental images or videos can be contributed later. As additional incentive, users receive reward points for contributing images and videos. In the first nine months of 2020, our users contributed approximately 85 million product ratings and 72 million store ratings as well as approximately 10.5 million images and 1.9 million videos.

Entertainment

In addition to making Wish affordable and accessible to all, we have built in features that make our platform entertaining to users. Our testing of gamified features against passive discount codes has demonstrated higher engagement and greater conversion, and we continue to enhance and refine these features in order to keep users engaged. The following features gamify our platform while further incentivizing users to transact.

Blitz Buy. Our Blitz Buy feature offers once a day sales on a selection of extra discounted products. Users can spin a wheel to find out the number of products that will be in their daily Blitz Buy selection.

Daily Login Bonus. With our daily bonus feature, users receive a stamp for every day they visit the Wish app. If users acquire seven stamps within a one-month period, they receive an offer for up to 50% off a future order. During the nine months ended September 30, 2020, approximately 21% of our active users received an offer, and approximately 12% applied that discount in a subsequent purchase.

Limited Quantity Deals. Our LQD feature offers users deals throughout the day pricing higher cost items at under a dollar for a limited time only. The first user who successfully pays for and completes the transaction gets the item. This risk-free gamification mechanism drives engagement on the platform with approximately 30% increase in unique users initiating a transaction in any given day. The feature also drives higher user engagement and approximately 5% increase in daily spend on non-LQD items.

Add to Cart Offer. Add to Cart Offer unlocks discounts as users browse and put items into their carts, which gamifies the shopping experience with surprise offers.

Periodic Sales. Users are offered personalized sale events on a periodic basis. The available offer and the duration of the offer have elements of gamification added to them by requiring the user to claim a code or take an action before revealing their final discount amount. Users are made aware of the sale event when they open the app, creating a sense of excitement that they stumbled upon an opportunity to save even more.

Community TV. To help our users get a more entertaining and dynamic experience with our platform, we built the Community TV section to highlight the vast amount of video content created by our community. This section offers an alternate way to browse highly relevant and entertaining content.

Referral Program. We built our referral program to help our users get rewarded for their efforts to grow our user base. Users have the ability to earn up to $100 of Wish Cash by inviting friends to the platform who ultimately make a purchase. Periodic increases to this amount may appear, incentivizing users to continue to refer friends.

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User Case Studies

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Trygve V.

LOCATION
Gjettum, Norway

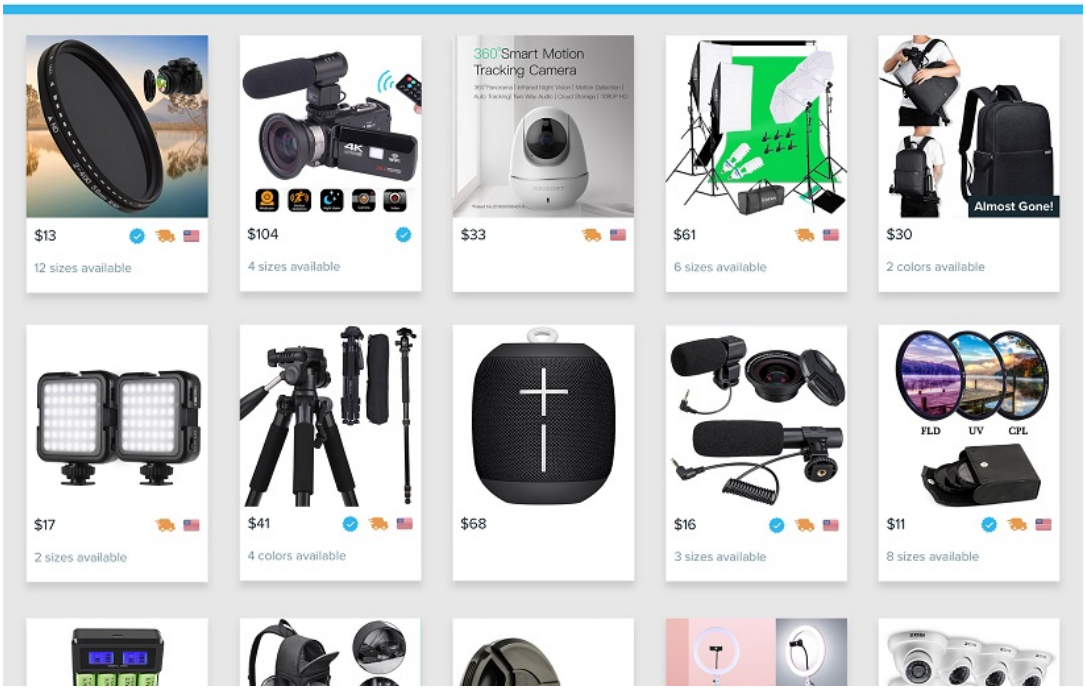
CUSTOMER SINCE
2016

FAVORITE CATEGORY
Photo / Video Equipment

"When I'm in need of an item, I go to Wish because I know that I can usually get it for half the price. I've bought different color lenses for my HD action cam that I use frequently for various light reflections underwater and on land that help with sunlight to capture good pictures."

Trygve works as a Preschool and Kindergarten teacher in the Bærum municipality. He purchases mostly gadgets and accessories for his home. He shops on Wish because he would rather wait 2 to 4 weeks to receive an item for a fraction of the price than pay full price for the same product in retail stores.

wish



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Francesco P.

LOCATION
Gonnosfanadiga, Italy

CUSTOMER SINCE
2017

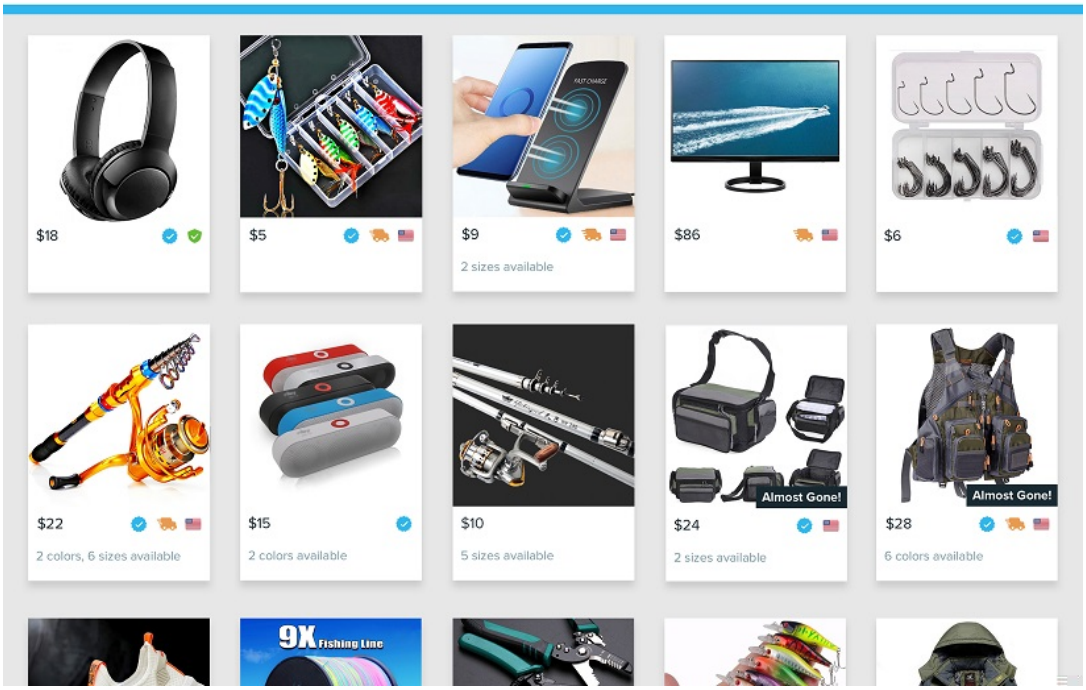
PURCHASES LAST YEAR
137

FAVORITE CATEGORIES
Fishing Equipment
Electronics

> **"Wish improved my life because it broke down the physical barriers that were stopping me from accessing shops in my wheelchair, since I could not go shopping around and there is not much variety near me. Wish is a portal that allows me to plan a gift or to buy something for my studio."**

Francesco is physically disabled and depends on a wheelchair for his mobility. His disability makes it really hard for him to physically shop in stores. Between working as a professor and spending time with his wife and two children, he has little time to go shopping in stores. Wish provides him the convenience of shopping for affordable products for his entire family online.

wish



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"When we first started planning the wedding, Wish was the first stop that came to our minds. Wish was crucial for us because the prices were just right."

Susanne & Cristoffer

LOCATION
Tierp, Sweden

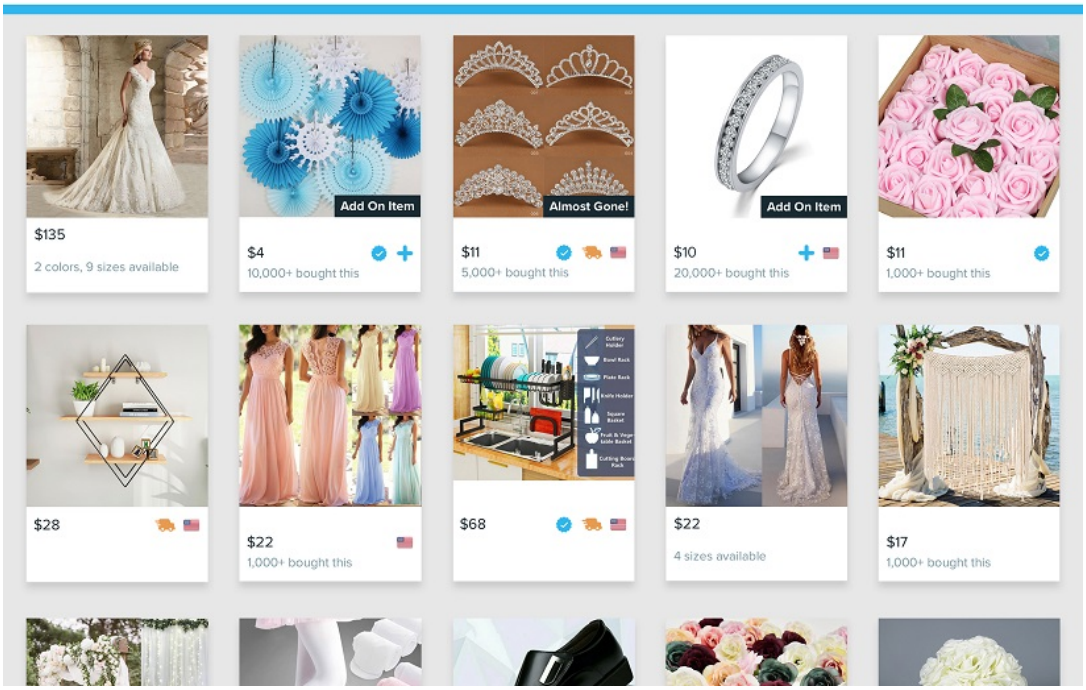
CUSTOMER SINCE
2019

PURCHASES LAST YEAR
63

FAVORITE CATEGORIES
Women's Fashion
Home Decor
Makeup / Beauty

In 2019, Susanne and Cristoffer began wedding planning, and without hesitation, turned to Wish for their wedding needs. From the wedding dress to table decorations, Wish supplied everything they needed to have their dream wedding without sacrificing quality. **"When I found my wedding dress on Wish, I checked out the reviews and all the people who bought it said they loved it and so did I!"**

wish



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Karla C.

LOCATION
Bellflower, California

CUSTOMER SINCE
2017

PURCHASES LAST YEAR
40

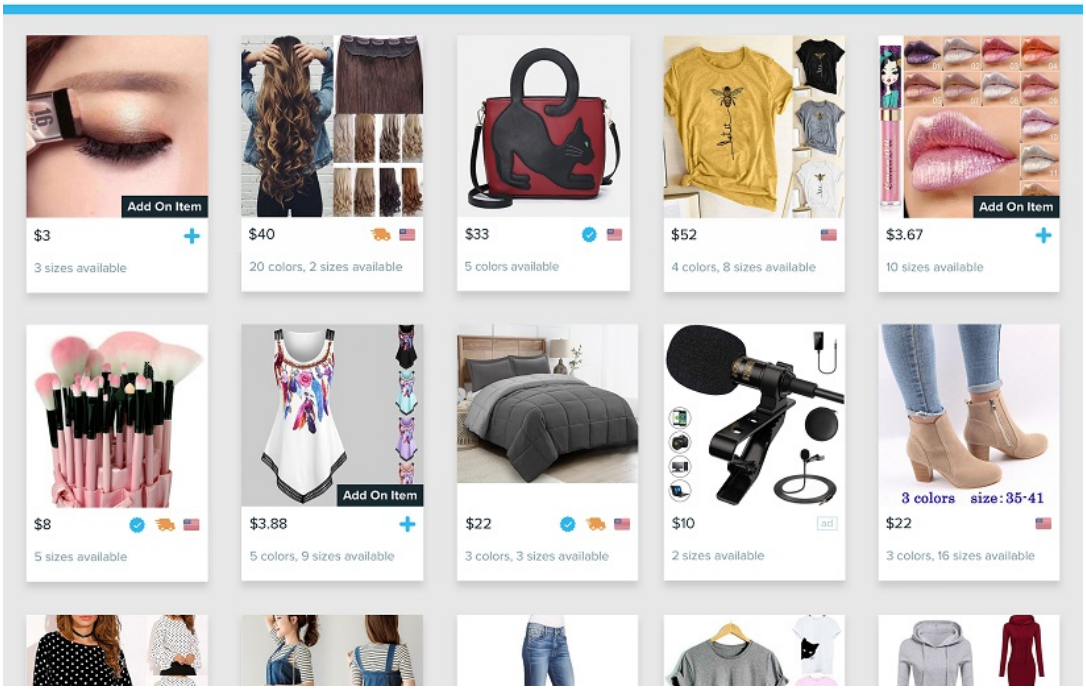
FAVORITE CATEGORIES
Women's Fashion
Makeup / Beauty
Home Decor

"I bought so many things from Wish including the microphone that I use to record my videos. After I got my microphone, more companies were reaching out to me. Wish helped me get more jobs."

Karla is an up-and-coming social media influencer who showcases her makeup and hair styles on her YouTube and Facebook channels.

During the day, Karla works as a full-time marketer for a Spanish-language record label and hosts her bilingual beauty YouTube channel on the weekends.

wish



Israel V.

LOCATION
Mexico City, Mexico

CUSTOMER SINCE
2016

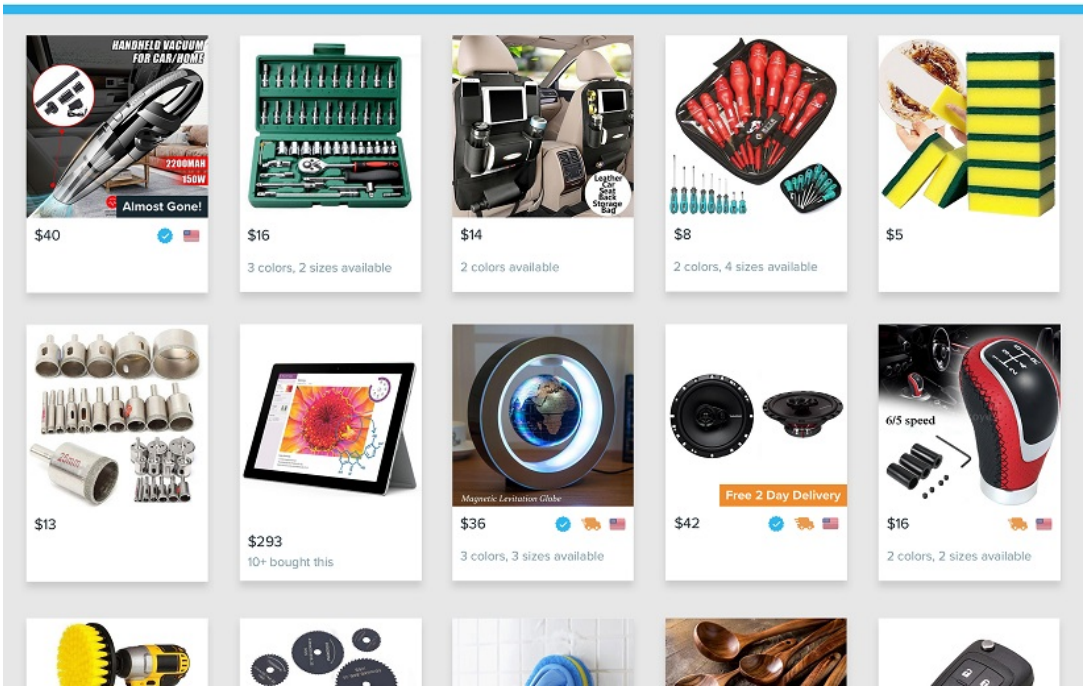
PURCHASES LAST YEAR
46

FAVORITE CATEGORIES
Car Accessories
Tools
Electronics / Gadgets

"What I like most about Wish is the customer support. Wish makes my life easier with its good prices and novelties as it allows me to acquire products before the rest of the people in my country get access to them. Wish allows me to stand out professionally from the rest of my field."

Israel is self-employed. He loves shopping on Wish because of the affordability of its products as well as the breadth of categories available. Israel is passionate about cars and regularly purchases replacement parts, cleaning supplies and tools. The discovery-based nature of the platform allows him to find new products at incredible discounts.

wish



For Our Merchants

Our Platform. Our online marketplace provides merchants immediate and direct access to users all around the world serving as a highly effective demand generation engine. Merchants have the unique ability to bypass retailers or other intermediaries and sell directly to a global consumer base. In addition, our platform seamlessly integrates with third-party partners (such as ERP and channel systems) to ensure efficient execution and enable a unified view of the merchant's business. We also manage all sales processing and support logistics so that our merchants can focus on their core business and selling rather than operational details.

Data Analytics. We provide metrics and analytics to help our merchants understand store performance, shipping and refund metrics. Our dashboard displays data including sales, impressions, refund ratios, ratings, and reviews, as well as insight into their product's shipping performance including time to door. Visual trends of various metrics help assess historical performance.

Promotions. We have designed innovative programs such as Wish Express, ProductBoost, Trusted Store and Verified by Wish to help merchants promote their products within our platform and increase sales.

- *Wish Express.* This program allows merchants who can deliver the product quickly to designate that product as "Wish Express." Such products will be noted with the Wish Express logo of an orange truck on the product listing page and will also be listed in Wish Express dedicated sections in the app.
- *ProductBoost.* This is Wish's native advertising tool that allows merchants to pay a fee to move their products higher up within the product rankings if they are relevant to Wish users and increase product impressions and sales. As part of our ProductBoost tool, we have rolled out MaxBoost, which enables additional product impressions outside of Wish including on social media platforms, and IntenseBoost, which provides increased product impressions in a shorter period of time at a higher spend.
- *Merchant Standing*. This program allows merchants with good delivery performance and high product quality to access additional tools and benefits. Our merchants are ranked and assigned a category – platinum, gold or silver – based on user experience and policy compliance. The highest-ranked merchants are eligible for incremental impressions on new products.
- *Verified by Wish.* For products that receive exceptional buyer feedback, we offer our merchants the opportunity to earn Verified by Wish badges, which are shown to users and increase the visibility of the product on our platform.

Payments. Wish supports its merchants with a variety of local payment providers. We have also designed an incentive program, where for orders that meet qualifications related to delivery compliance, merchants are provided early payment. Our payment processing optimization and financial services provide our merchants with access to more value-conscious consumers who often use credit for their purchases.

Logistics. We facilitated shipment of over 640 million items globally during the twelve months ended September 30, 2020 via a robust global logistics platform developed internally for our Wish merchants as well as our third-party logistics partners. We have built a number of proprietary logistics service programs aimed at reducing cost and operational friction associated with cross-border fulfillment for our merchant base. Our logistics platform and programs comprise the following:

- *WishPost*. This is our proprietary logistics engine designed for direct end-to-end single order shipment from a merchant's warehouse to an end-user. It aggregates over 20 China-based carriers and hundreds of logistics service levels from which our merchants can choose. Our

merchants often connect their own ERP systems with WishPost and select corresponding service levels for their cross-border fulfillment needs.

- *Export Processing Center ("EPC")*. This is a program created based on our own proprietary consolidation algorithm that we use to combine different orders from different or the same merchants to send in one single parcel to the user for her multiple orders. This program allows Wish to take advantage of a higher combined starting weight for better cost and performance efficiency with improved user experience, which in turn benefits our merchants with lower refund rates and better logistics costing structure.
- *A+*. As we began to develop our own expertise in cross-border logistics, we designed an A+ program that we implement in chosen destination countries. Through close partnerships with logistics and warehousing operations vendors around the world, we are able to assume the end-to-end logistics responsibilities ranging from first mile collection from merchants, to warehousing operations where EPC or WishPost-like activities take place, and ultimately to last mile delivery. With our volume advantage, we negotiate competitive cross-border, last mile pricings from participating partners to complete delivery. Through our A+ program, we are able to ensure improved delivery performance for our end users in A+ designated countries. Our merchants are also able to take advantage of a lowered logistics pricing at the improved service levels.
- *Fulfillment by Wish ("FBW")*. This is a forward deployment and fulfillment program that our merchants can opt into, in which they can ship their inventory based on our recommendation engine selection to our warehouse partners in advance. Our warehouse partners will take care of order fulfillment including pick, pack, and ship. When merchants opt into the FBW program, their FBW-eligible listings by default earn the Wish Express badge. Wish Express items often enjoy higher prices, better conversion and faster payment from Wish.
- *Fulfillment by Store ("FBS")*. This program enables our online merchants to fulfill their products in local offline stores, increasing both the online and offline exposure and sales of their products. Based on forecasting data and insights, Wish strategically recommends certain high-potential products for merchants to select from for FBS. After merchants ship selected products to FBW warehouses, some or all of them will be available for sale in stores in high demand areas across North America and Europe. This means that the inventory is not only stored in our FBW warehouses, but also in our Wish Local partner stores around North America and Europe in close proximity to users. Merchants simply ship their selected inventory to the chosen FBW warehouses, and the warehouses will take care of order fulfillment (pick, pack, and ship) including selecting and sending inventory to offline stores across the globe.

Wish Local Offering. Through Wish Local, we partner with a global network of local brick-and-mortar stores and provide them with access to our global online users and help enable online discovery of their stores and products. We identify zip and postal codes of interest based on where our uses are clustered and acquire merchants predominantly through Facebook ads. Wish Local partners can sign up to utilize the Sell on Wish feature, which allows them to upload their in-store inventory on our platform for immediate access to our global base of over 100 million monthly active users. Wish Local stores can also serve as Wish Pickup locations for online Wish orders, which drive additional foot traffic and increase sales.

Intellectual Property Guidelines. We have a strict policy against intellectual property infringement and counterfeits. To help advance that policy, our Merchant Terms Of Service and Agreement and various merchant policies explicitly prohibit the sale of items that violate third-party rights. These terms and policies also make clear that violations may result in the issuance of penalties, the withholding of amounts otherwise due to the merchants, or the suspension of accounts or other actions against merchants. We also provide merchants on our platform with a suite of resources

explaining these terms and policies, and we enforce these terms and policies through a combination of software tools, artificial intelligence, and human analysis.

We also have a robust online notice-and-takedown reporting process that any rights owner may use when it detects a violation of its intellectual property rights. This process requires, among other things, that the rights owner identify the type of intellectual property violation it would like to report, such as copyright, trademark, counterfeit, patent, EU community design, or right of publicity, provide its contact information, describe the nature of the intellectual property concern, upload any relevant documents supporting the rights holders' claim, identify where on our platform it has encountered violations of its rights, and then submit a declaration affirming that the information is accurate. When we learn that such reports have been submitted, a team of dedicated employees reviews the reports, confirms the rights holders have provided all necessary information, and then removes items from our platform as needed.

In addition to the online notice-and-takedown reporting process, we separately have created and offer a voluntary brand partner program that allows brand owners to accelerate the takedown-request process, and gives them tools to view and report infringing items and review historical takedown requests. More than 1,500 brand owners currently participate in the brand partner program, including some of the world's most well-known brands.

Moreover, we routinely partner directly with intellectual property rights holders to assist in their own enforcement efforts. This partnership includes live training sessions with representatives from the rights owners and our internal team, formal and informal information sharing between the rights holders and Wish, and continued partnership and communication as new or different issues arise. This partnership has been effective in helping us assess potential intellectual property violations that are brought to our attention, and having infringing items removed from our platform.

Tax Compliance. Wish has a tax engine that assists merchants with local tax requirements compliance.

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wish

VMInnovations

Seller since May 2017

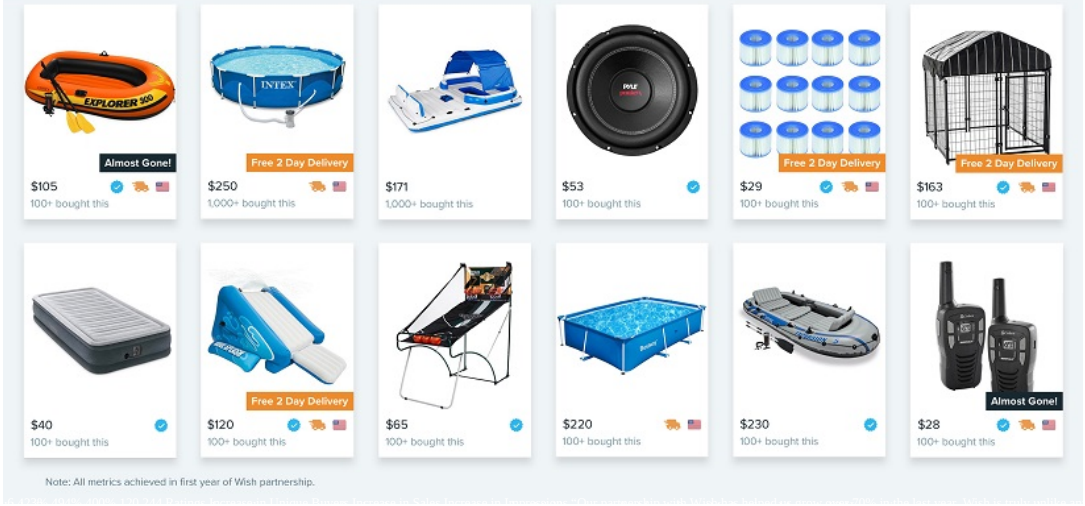
4.6	423%	494%	400%
120,244 Ratings	Increase in Unique Buyers	Increase in Sales	Increase in Impressions

> **Our partnership with Wish has helped us grow over 70% in the last year. Wish is truly unlike any other marketplace. The assortment and shopping behaviors are so unique, which allows us to test new programs and expand our assortment for the channel in a very targeted and deliberate way.**
>
> - **Megan Potts,** Marketplace Manager

VMInnovations is an ecommerce growth partner for brands and a reliable inventory partner for their channels. Since they started using Wish in May 2017, they have experienced rapid growth. They have since adopted a number of Wish offerings, such as ProductBoost, brand tagging, and two-day shipping.

VMInnovations currently offers a competitive assortment of over 650 brands and Wish enables them to place their products in front of the right customers in an efficient manner, which has resulted in increased conversion and rapid growth. They intend on growing their deep partnership with Wish and adopting more offerings as they scale.

Latest Reviews



Note: All metrics achieved in first year of Wish partnership.

wish

VIP Outlet

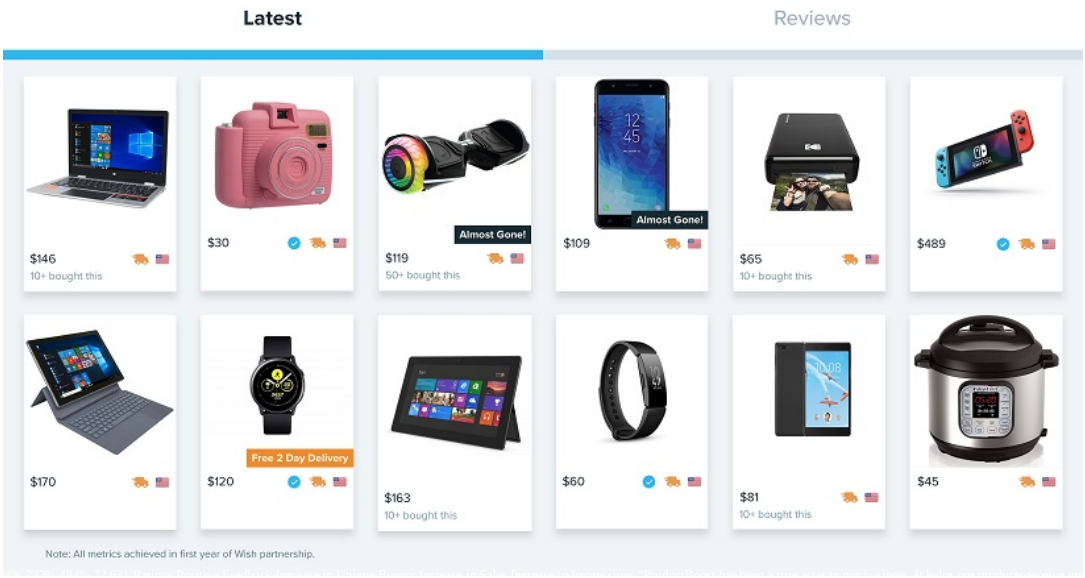
Seller since 2017

4.5	95%	464%	732%	484%
72,631 Ratings	Positive Feedback	Increase in Unique Buyers	Increase in Sales	Increase in Impressions

> **ProductBoost has been a true asset to our business. It helps our products receive greater visibility among the millions of Wish listings. Active buyers can readily see our listed items as they browse and search the platform for specific products, which helps the likelihood of a sale. Our average order value for products being promoted via ProductBoost is 34% higher, even after our campaign ends.**

VIP Outlet is a leading retailer of new and refurbished consumer electronics based in Florida. The company started using Wish in May 2017, and Wish became the fastest growing channel amongst VIP Outlet's 20 marketplaces. Additionally, VIP Outlet has found success using Wish's ProductBoost tool.

As VIP Outlet's sales grew through Wish's data science capabilities that enable a personalized feed, they were able to obtain and convert customers much more efficiently. By working closely with the Wish team, they were able to pick their best performing products such as refurbished TVs, laptops, and headphones, and leverage ProductBoost to grow sales.



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wish

Keaworld

Seller since 2020

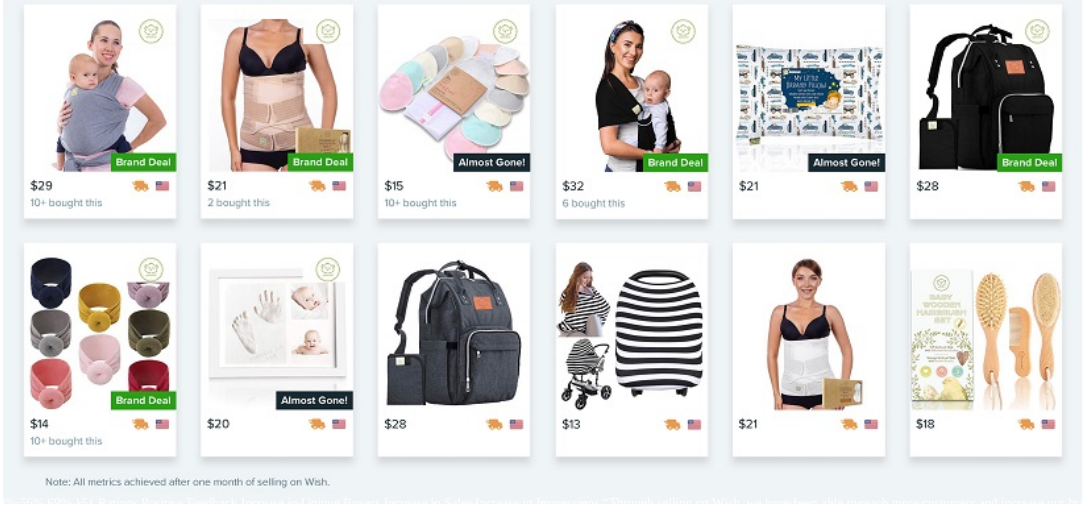
4.6	96%	143%	56%	69%
151 Ratings	Positive Feedback	Increase in Unique Buyers	Increase in Sales	Increase in Impressions

> **Through selling on Wish, we have been able to reach more customers and increase our brand awareness to the Wish customer base. We have seen a 3x increase in sales after using Wish Express to gain more trust with our Wish customers with regards to delivery times. ProductBoost has allowed us to gain more visibility and product impressions to reach more customers, increasing our sales 5x!**

Keaworld was founded in 2016 with the mission of becoming the #1 Trusted Family Brand. They produce and sell high quality items made for modern parents. Each item is made of carefully selected materials and crafted with care. The company began their partnership with Wish in late 2019.

Keaworld believes in their products and strives to reach the broadest audience possible. Wish has enabled this. After partnering with Wish, Keaworld has grown rapidly, instantly reaching a global customer base. Wish products, such as Wish Express and ProductBoost have further increased brand recognition, helping Keaworld achieve their mission.

Latest Reviews



Note: All metrics achieved after one month of selling on Wish.

wish

Zhejiang Zibuyu Electronic Commerce

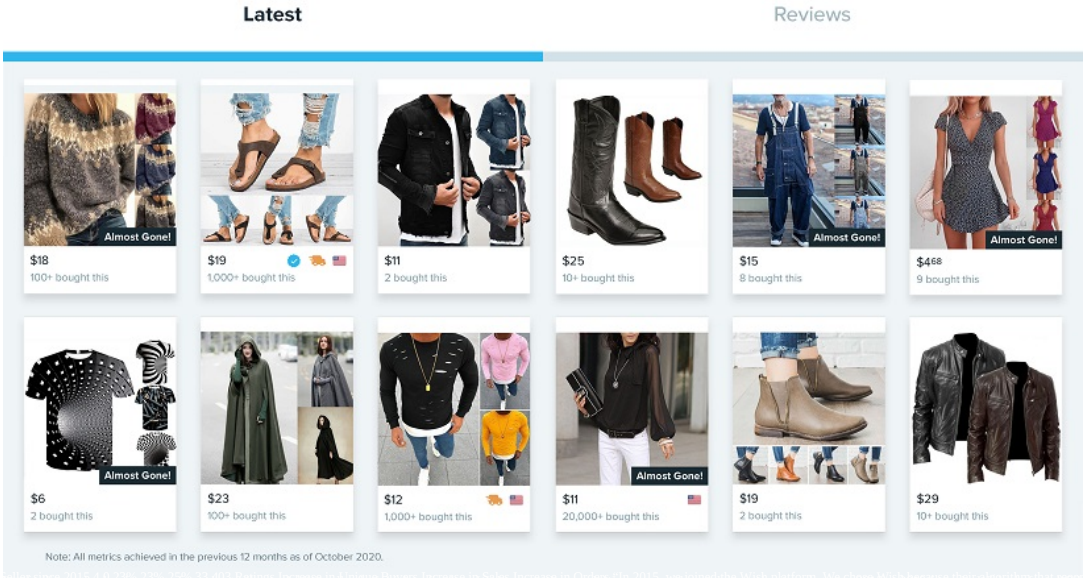
Seller since 2015

4.0	23%	23%	25%
33,403 Ratings	Increase in Unique Buyers	Increase in Sales	Increase in Orders

> **In 2015, we joined the Wish platform. We chose Wish because their algorithm that recommends products, popularizes products and boosts sales more quickly, and therefore facilitates the development of merchants like us. Additionally, the initial profits from Wish were rather good. We saw a rapid growth in our business between 2015 to 2019 from the Wish platform.**

Zibuyu began in China as a regional ecommerce business in 2011. Their primary focus is selling clothing, shoes, hats and accessories to target market end customers. As they grew, they began to explore cross-border ecommerce opportunities in 2014 and joined Wish in 2015.

Presently, they have significant operating experience on several channels, including Wish, Amazon, Wamart and their own independent website. Zibuyu maintains powerful design and R&D capabilities and has the ability to consolidate flexible supply chains in the international garment industry. Zibuyu continues to leverage Wish's overseas warehouse program to expand their global footprint.



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wish LOCAL

Merchant Case Studies

Smart Geeks
Hialeah, Florida

Libreria Lauri
Via dei Faggi, Italy

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wish LOCAL

Smart Geeks

Seller since 2019

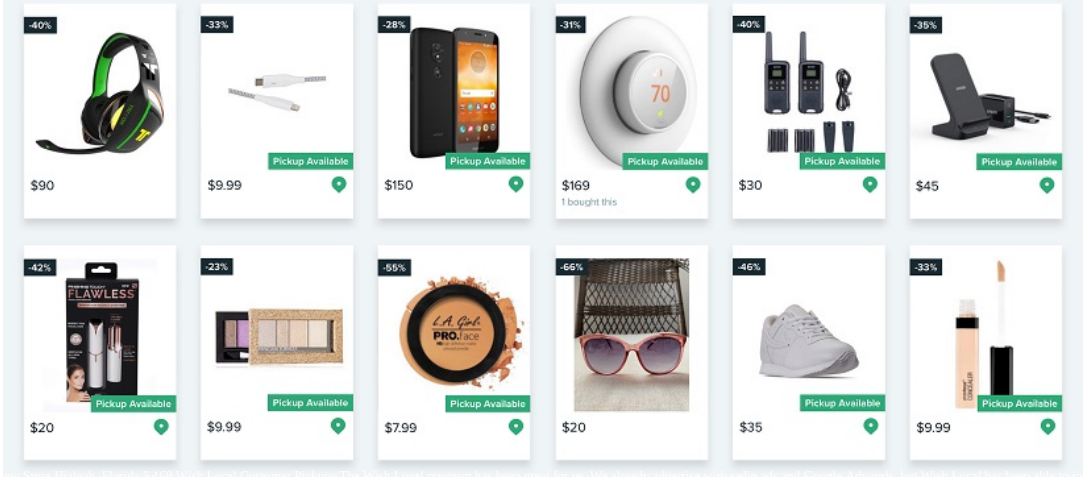
Pickup Now Store **Hialeah, Florida** **5,168** Wish Local Customer Pickups

> **"The Wish Local program has been great for us. We already advertise with radio ads and Google Adwords, but Wish Local has been able to increase our foot traffic even further and introduce new customers to our store. Being a heavily service-based business, we also look forward to the ability to sell and advertise services on the Wish app."**

Established in 2012, Smart Geeks offers a wide variety of electronic products available for both retail and wholesale purchases. They also offer technology repair and web application services. They were familiar with Wish and signed up once they learned of the partnership opportunities. As a result, they receive an average of 130 Wish customers per month with an average conversion rate of around 20%. Wish local has increased overall foot traffic by an average of 30%.

Recently, Smart Geeks has started buying discounted auction lots of inventory, such as makeup and beauty products, to sell via Wish Local. Since joining the Wish Local platform, there have been approximately 5,200 local customer pickups in the store.

Latest Reviews



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wish LOCAL

Libreria Lauri

Seller since 2019

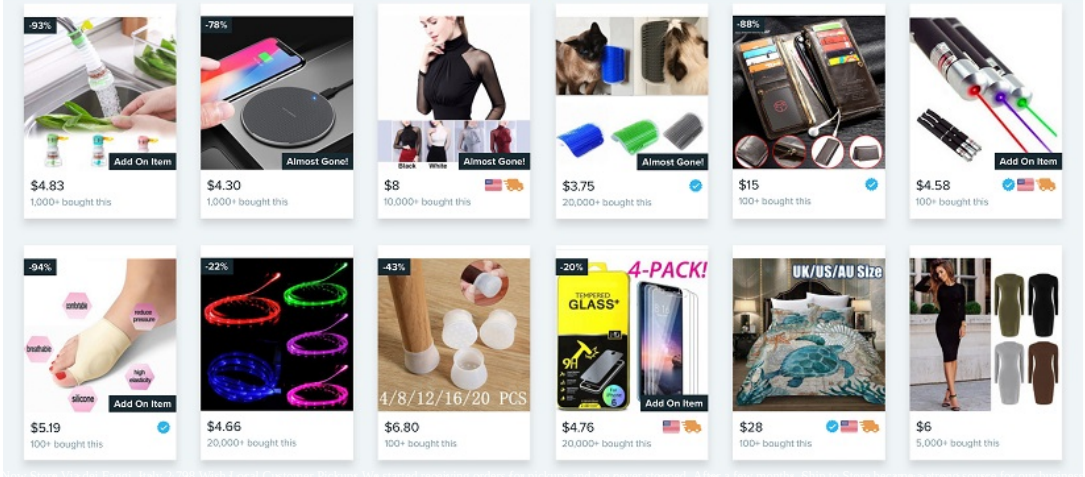
Pickup Now Store **Via dei Faggi, Italy** **2,798** Wish Local Customer Pickups

> **"We started receiving orders for pickups and we never stopped. After a few months, Ship to Store became a strong source for our business. In less than one year we made more than 2,000 pickups."**

Anna di Marco and her daughter Luana own Libreria Lauri, which is a bookstore that has been passed down through three generations for over 55 years. She experienced the convenience of Wish's Pickup Now feature after retrieving an order at a nearby tobacco store and immediately signed up Libreria Lauri. Luana estimates 30% of Wish buyers go on to buy books when they come to collect their packages. Since joining the Wish Local platform in 2019, there have been approximately 2,800 local customer pickups in the store.

Despite the challenges posed by the COVID-19 pandemic, the di Marco family is using Wish to reinvent their business to fit the changing retail and economic climate. By joining Wish Local, Libreria Lauri puts their products in front of a larger network of local buyers and digitalizes their retail business.

Latest Reviews



Competition

We compete for both users and merchants. For consumers, we compete on the basis of affordability and user experience. For merchants, we compete on the basis of providing profitable distribution, an end to end platform and global reach.

Our online competitors include large, global ecommerce platforms such as Amazon, Alibaba, and Shopify as well as more traditional discount retailers such as Walmart and Target. Our offline competitors also include scaled discount retailers that offer heavily discounted and off-season products, such as Dollar General and TJ Maxx. We are able to compete for Wish users based on our massive product selection, low prices and daily discounts, deeply-personalized and differentiated shopping experience powered by our data science and optimized for the mobile device, and entertainment derived from various engaging and interactive features of our platform.

Research and Development

We have a technology and data-driven research and development culture that allows us to deliver a high-quality experience for our users and merchants. Our research and development talent is responsible for the design, development, testing, and delivery of our platform and user experience. The vast majority of our research and development talent is located in San Francisco and Toronto. We strive to create an environment that utilizes our employees' talents and satisfies their intellectual curiosities while promoting the development of impactful and transformative technologies.

As a company, we invest substantial resources in research and development to drive core technology innovation and bring new products to market. As of September 30, 2020, 50% of our total headcount was involved in research and development and related activities.

Sales and Marketing

Our sales and marketing capabilities represent a core competency that is essential to the success of the Wish platform. We are focused on continuing to acquire new users efficiently, and building brand awareness and a demand generation engine. Our advertising costs to acquire new users constituted 96% of our sales and marketing expenses, and sales and marketing expenses constituted 91% of our operating expenses, in 2019. We have extensive experience in cost-effective, data-driven digital marketing and user acquisition. We also design innovative marketing programs that help increase brand awareness by targeting people who we believe have a higher propensity to engage with our platform and buy from our merchants. We continue to partner with various social-media platforms to ensure we gain exposure with broader audiences.

We currently acquire new users through a variety of marketing channels including social media, search engine optimization and brand-oriented marketing campaigns. We rely on our data to understand consumer behavior and long term value of the consumer which guide our acquisition strategy. We also utilize data in determining how best to engage our users and seek to optimize the mode, timing and frequency of interactions across our mobile app, SMS text, mobile notifications, and emails.

Over the last four years, we have invested heavily in building a talented in-house marketing team, while also developing proprietary technologies that enable us to build data-driven and highly-personalized campaigns that can scale globally on digital platforms including Facebook, Instagram, and various Google properties. Our marketing efforts also focus on re-targeting of existing users,

building our brand, generating awareness, and cultivating the Wish community. In 2017, we announced a partnership with the Los Angeles Lakers, which involved placing the Wish logo on the jersey of Lakers players.

We also utilize our Wish Stars community, a loyalty program of approximately 10,500 Wish power users and influencers across over 25 countries, as an additional marketing tool as well as to gather feedback and continue improving our platform. Targeting for this loyalty program is based on users' social following and their purchase activities on Wish.

Additionally, our massive scale has resulted in significant growth in our organic reach which supplements our paid marketing efforts.

Finally, we also invest in efficient sales and marketing activities to identify and onboard high potential merchants around the world both for our online marketplace as well as Wish Local. Similar to our user acquisition strategies, we deploy digital performance marketing campaigns on social media and other channels to acquire new merchants. We supplement this effort with offline marketing activities that includes attending trade shows and conducting seminars. We also leverage partnerships with third-party platforms for merchant referrals.

Data Security and Protection

We have an information security team whose responsibilities include securing the data provided through our platform by our users and merchants. The team employs various controls to meet this goal, from technical measures that run on the networks and systems we maintain, to processes and procedures that define how data should be classified and handled.

The team also looks to identify and mitigate security risks across our platform, whether they involve the data we handle or the services we use. Some measures we take here include running regular internal anomaly scans, performing security assessments of any third-party vendors that we may wish to engage, and limiting employee access to data based on business need. We also build mechanisms that identify and can mitigate automated attacks against our site. To try and verify the effectiveness of our controls, we have external security firms perform penetration tests against our platform, as well as run bug bounty programs that pay hackers to find weaknesses in our systems.

Another facet of information security involves responding to reports (from external parties or through internal sources) of any data incidents or potential breaches, with the team driving the process from initial validation, through investigation of the root cause, and finally to mitigation and resolution. To minimize the likelihood of these issues occurring in the first place, the team also creates training material to educate staff on various security best practices.

Intellectual Property

We rely on federal, state, common law, and international rights, as well as contractual restrictions, to protect our intellectual property. We control access to our proprietary technology through a combination of trademarks, domain names, copyrights, trade secrets, patents, and confidentiality agreements with employees and third parties. We pursue the registration of our copyrights, trademarks, service marks, and domain names in the United States and in certain locations outside the United States.

Despite our efforts to protect our proprietary technology and our intellectual property rights, unauthorized parties may attempt to copy or obtain and use our technology to develop applications with the same functionality as our applications.

Government Regulations

As with any company operating on the Internet, we grapple with a growing number of local, national and international laws and regulations. These laws are often complex, sometimes contradict other laws, and are frequently still evolving. Laws may be interpreted and enforced in different ways in various locations around the world, posing a significant challenge to our global business. For example, U.S. federal and state laws, EU directives, and other national laws govern the processing of payments, consumer protection and the privacy of consumer information; other laws define and regulate unfair and deceptive trade practices. Still other laws dictate when and how sales or other taxes must be collected. The growing regulation of ecommerce worldwide could impose additional compliance burdens and costs on us or on Wish merchants, and could subject us to significant liability for any failure to comply. Additionally, because we operate internationally, we need to comply with various laws associated with doing business outside of the United States, including anti-money laundering, anti-corruption and export control laws. Recent trends globally toward increased protectionism and trade barriers can result in actions by governments around the world that may be disruptive to our businesses. See the sections titled “Risk Factors—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related businesses and companies, and any lack of requisite approvals, licenses or permits applicable to our business may have a material adverse effect on our business and results of operations,” “—We are subject to governmental regulation and other legal obligations related to privacy, data protection, information security, and consumer protection. If we are unable to comply with these, we may be subject to governmental enforcement actions, litigation, fines and penalties or adverse publicity,” and “—A failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties may adversely affect our business, financial performance, results of operations or business growth” herein for additional information.

Our People

As of September 30, 2020, we had a total of 828 full-time employees across 8 countries. We had 417 employees involved in research and development and related activities, which accounted for 50% of our total headcount. We have a strong employee referral program, with 32% of our hires in 2020 coming from employee referrals.

We also engage temporary employees and consultants as needed to support our operations. None of our employees in the United States are represented by a labor union or subject to a collective bargaining agreement. In certain countries in which we operate, we are subject to, and comply with, local labor law requirements which may automatically make our employees subject to industry-wide collective bargaining agreements. We may be required to comply with the terms of these collective bargaining agreements. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Facilities

Our corporate headquarters occupies approximately 106,000 square feet in San Francisco, California under leases that expire between 2022 and 2025. We also lease offices in California and Washington, as well as locations internationally, including in China and the Netherlands.

Currently, our employees are working remotely in accordance with stay-at-home mandates enacted due to COVID-19. We believe that when our employees return to the office, our existing facilities will be sufficient for our current needs. In the future, we may need to add new facilities and

expand our existing facilities as we add employees, grow our infrastructure and evolve our business, and we believe that suitable additional or substitute space will be available on commercially reasonable terms to meet our future needs.

Legal Proceedings

We are currently involved in, and may in the future be involved in, actual and threatened legal proceedings, claims, investigations and government inquiries arising in the ordinary course of our business, including legal proceedings, claims, investigations and government inquiries involving intellectual property, data privacy and data protection, torts, consumer protection, securities, employment, contractual rights or false or misleading advertising. We are also regularly subject to proceedings, claims, investigations and government inquiries seeking to hold us liable for the actions of merchants on our platform.

Although the results of the actual and threatened legal proceedings, claims, investigations and government inquiries in which we currently are involved cannot be predicted with certainty, we do not believe that there is a reasonable possibility that the final outcome of these matters will have a material adverse effect on our business or financial results. Regardless of the final outcome, however, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, harm to our reputation and brand, and other factors.

For additional information on risks relating to litigation, see the sections titled “Risk Factors—Risks Related to Our Business and Industry—We may be involved in litigation matters or other legal proceedings that are expensive and time consuming” and “Risk Factors—Risks Related to this Offering and Our Class A Common Stock—We may be subject to securities litigation, which is expensive and could divert management attention.”

MANAGEMENT

Executive Officers and Directors

Our executive officers and directors and their positions, are listed below, as well as their ages as of October 31, 2020:

Name	Age	Position(s)
Executive Officers:		
Peter Szulczewski	39	Founder, Chief Executive Officer, and Chairperson
Rajat Bahri	56	Chief Financial Officer
Devang Shah	48	General Counsel and Secretary
Thomas Chuang	43	Vice President of Operations
Pai Liu	35	Vice President of Data Science
Non-Employee Directors:		
Julie Bradley(1)	52	Director
Ari Emanuel(3)	59	Director
Joe Lonsdale(2)	38	Director
Tanzeen Syed(2)(3)	38	Director
Stephanie Tilenius(1)(3)	53	Director
Hans Tung(1)(2)	50	Director
Jacqueline Reses*	51	Director Nominee

(1) Audit Committee Member
(2) Compensation Committee Member
(3) Nominating and Corporate Governance Committee Member
* Ms. Reses was appointed to our board of directors in December 2020 to be effective as of the closing of this offering.

The following is a brief biography of each of our executive officers and directors:

Executive Officers

Peter Szulczewski is our founder and has served as our Chief Executive Officer since July 2010 and as our Chairperson of the Board since August 2020. Prior to founding the Company, Mr. Szulczewski served in various positions at Google, Inc., a technology company, including as a technical lead and senior software engineer, from April 2005 until January 2009. Mr. Szulczewski holds a B.S. in mathematics and computer science from University of Waterloo. We believe that Mr. Szulczewski is qualified to serve as a member of our board based on the perspective and experience he brings as our founder and Chief Executive Officer.

Rajat Bahri has served as our Chief Financial Officer since December 2016. Prior to joining the Company, Mr. Bahri served as Chief Financial Officer at Jasper Technologies, Inc., a technology company, from June 2013 until October 2016. Prior to Jasper Technologies, Mr. Bahri spent over eight years as Chief Financial Officer of Trimble Navigation, a publicly traded company. Mr. Bahri began his career at Kraft Foods Inc., where he spent 18 years in various positions including Chief Financial Officer of Kraft Canada, Inc. and Kraft Pizza Company. Since July 2020, Mr. Bahri has served on the board of directors of Pacific Gas and Electric Company. Mr. Bahri holds a Bachelor in Commerce from the University of Delhi and an M.B.A. from the Fuqua School of Business at Duke University.

Devang Shah has served as our General Counsel since February 2018 and Secretary since November 2020. From August 2010 until April 2017, Mr. Shah served in various positions at Zynga Inc., a game development company, most recently as General Counsel, Secretary and Senior Vice President. Prior to Zynga, Mr. Shah served as General Counsel and Associate General Counsel at UTStarcom, a telecommunications company, Senior Corporate Counsel at Longs Drugs Inc., and

Corporate Counsel at Chiron Corporation, a biotechnology company. Mr. Shah began his career as an attorney at Skadden Arps Slate Meagher & Flom, LLP. Mr. Shah holds a B.S. in engineering from Cornell University, an M.S. in engineering from Stanford University and a J.D. from the University of California, Berkeley School of Law.

Thomas Chuang has served as our Vice President of Operations since December 2019 and prior to that served as our Head of Finance, and subsequently Vice President of Finance beginning in June 2014. Prior to joining the Company, Mr. Chuang was a senior analyst at GGV Capital, a venture capital firm and began his career at PricewaterhouseCoopers. Mr. Chuang holds a B.S. in Business Administration from the University of California, Santa Cruz and an M.B.A. from the Walter A. Haas School of Business at the University of California, Berkeley.

Pai Liu has served as our Vice President of Data Science since August 2020. He previously served as Director of Data Science since September 2019. Prior to joining the Company, Mr. Liu served as Data Science Manager at Airbnb, an online rental company, from August 2015 until August 2017 and Data Science Lead until September 2019. Earlier in his career, Mr. Liu was a research scientist at PARC, a Xerox company. Mr. Liu holds a Bachelor's degree from Tsinghua University, a Masters in Computer Science from the University of Southern California, and a Ph.D. in Industrial and System Engineering from the University of Southern California.

Non-Employee Directors

Julie Bradley. Ms. Bradley has served on our board of directors since October 2020. Ms. Bradley was previously the Chief Financial Officer of TripAdvisor, Inc., a publicly traded online travel planning site, from October 2011 to November 2015. Prior to joining TripAdvisor, Ms. Bradley also served as the Chief Financial Officer of Art Technology Group, Inc., a publicly traded ecommerce software company and as Vice President of Finance for Akamai Technologies, Inc., a publicly traded delivery network, cybersecurity, and cloud service company from 2000 to 2005 and an accountant at Deloitte & Touche LLP. Ms. Bradley has served on the board of directors of Wayfair Inc., a publicly traded company, since September 2012 where she is the chair of the audit committee and a member of the governance committee, and previously served on the boards of other publicly traded companies, which include Blue Apron, Inc. from September 2015 to October 2020, Constant Contact, Inc. from June 2015 to February 2016 and ExactTarget, Inc. from September 2012 to July 2013. Ms. Bradley holds a B.A. from Wheaton College. We believe that Ms. Bradley is qualified to serve as member of our board of directors due to her extensive public company board experience and her finance experience at publicly traded technology companies.

Ari Emanuel. Mr. Emanuel has served on our board of directors since November 2019. Mr. Emanuel has served as the CEO of Endeavor Group Holdings, a talent agency, since 2009 following the merger of the William Morris Agency and Endeavor Talent Agency, which he founded in 1995. Prior to founding Endeavor, Mr. Emanuel was a Partner at InterTalent, a talent agency, and a senior agent at ICM Partners, a talent agency. He began his entertainment industry career at Creative Artists Agency (CAA), a talent agency. He has served as a member of the board of directors of Live Nation Entertainment, Inc. since 2007. Mr. Emanuel holds a bachelor's degree from Macalester College. We believe that Mr. Emanuel is qualified to serve as a member of our board of directors due to his extensive leadership experience.

Joe Lonsdale. Mr. Lonsdale has served on our board of directors since May 2012. Mr. Lonsdale co-founded and is a General Partner at Eight Partners VC, LLC ("8VC"), a venture capital firm. Prior to joining 8VC in 2015, he was a founding partner of Formation8 GP LLC, the precursor venture fund to 8VC, and co-founded Palantir Technologies, a global software company, in 2003. Mr. Lonsdale also founded Addepar, an investment management technology company, and OpenGov, a software company that offers solutions for the public sector. He previously served as a Principal at Clarium Capital Management LLC, an investment management and hedge fund company. Mr. Lonsdale holds

a B.S. in Computer Science from Stanford University. We believe that Mr. Lonsdale is qualified to serve as a member of our board of directors due to his extensive experience with technology companies.

Tanzeen Syed. Mr. Syed has served on our board of directors since October 2016. Mr. Syed is a Managing Director at General Atlantic and focuses on investments in General Atlantic's Technology sector. He rejoined General Atlantic in June 2018 after working there from 2006 to September 2013. Prior to rejoining General Atlantic, Mr. Syed was a Director at Temasek, an investment company, from July 2015 until June 2018, where he led U.S. technology growth investments, and prior to that, Mr. Syed was a Vice President at Great Hill Partners from October 2013 to June 2015, where he focused on Internet and software growth investing. Mr. Syed currently serves on the boards of directors of Kiwi.com, s.r.o., an online travel booking platform, and Riskified Ltd., a payment fraud management solution for online merchants, marketplaces, e-travel retailers, digital goods, and services providers, both of which are private portfolio companies of General Atlantic. Mr. Syed holds a B.A. in Economics and Political Science from Macalester College. We believe that Mr. Syed is qualified to serve as a member of our board of directors due to his extensive experience with e-commerce and technology companies.

Stephanie Tilenius. Ms. Tilenius has served on our board of directors since August 2020. She is currently the CEO of Vida Health, Inc., a mobile continuous healthcare platform, which she founded in January 2014. Ms. Tilenius was an Executive in Residence at Kleiner Perkins Caufield & Byers, a venture capital firm, from June 2012 until October 2014, primarily focusing on companies within its Digital Growth Fund. From February 2010 until June 2012, Ms. Tilenius was Vice President of Global Commerce and Payments at Google, Inc., a technology company, where she oversaw digital commerce, product search and payments. Prior to joining Google, she served in various positions at eBay Inc.from March 2001 until October 2009, ultimately as Senior Vice President of eBay.com and Global Products. Ms. Tilenius was also a co-founder of PlanetRx.com, an online healthcare provider. She currently serves on the board of directors of SeaGate Technology PLC and Tradesy, a privately-held ecommerce company focused on women's fashion, and within the past five years, served on the board of directors of Coach Inc. and Redbubble Limited. Ms. Tilenius holds a B.A. and an M.A from Brandeis University and an M.B.A. from the Harvard Business School. We believe that Ms. Tilenius is qualified to serve as a member of our board of directors due to her senior executive experience in the consumer internet and ecommerce sectors, as a company founder and as a board member for other public and private companies.

Hans Tung. Mr. Tung has served on our board of directors since January 2014. Mr. Tung is a Managing Partner at GGV Capital, a venture capital firm, where he has worked since October 2013, in Menlo Park, CA. Prior to joining GGV, Mr. Tung was a managing partner at Qiming Venture Partners, a venture capital firm, in Shanghai, China. Mr. Tung began his VC career with Bessemer Venture Partners, a venture capital firm, in Menlo Park, CA, and was a former entrepreneur himself and a former technology banker at Merrill Lynch in New York and Hong Kong. Mr. Tung has served on the board of directors of private companies including musical.ly, Poshmark, StockX, Misfit, Xiaomi, eHi Car Service, Vedantu, and Rupeek. He holds a B.S. in Management Science and Engineering from Stanford University. We believe that Mr. Tung is qualified to serve as a member of our board of directors due to his extensive experience with ecommerce companies, as well as his experience as a venture capitalist investing in technology companies.

Director Nominee

Jacqueline Reses. Ms. Reses has been appointed to our board of directors, effective as of the closing of this offering. Ms. Reses previously served as Executive Chairman of Square Financial Services LLC and Capital Lead at Square, Inc., a publicly traded financial services company which provides payments, point of sale, and cashflow management services to small businesses and

consumers, from October 2015 until October 2020. From February 2016 to July 2018, Ms. Reses also served as People Lead for Square, Inc. From September 2012 to October 2015, Ms. Reses served as Chief Development Officer of Yahoo! Inc. In this role, she focused on leading partnerships, acquisitions and investments, significant corporate tax transactions, as well as human resources. Prior to Yahoo, Ms. Reses led the U.S. media group as a Partner at Apax Partners Worldwide LLP, a global private equity firm, which she joined in 2001. Ms. Reses has served on the board of directors of Social Capital Hedosophia Holdings Corp. III since April 2020 and Pershing Square Tontine Holdings, Ltd., since July 2020, and currently serves on the board of National Public Radio and the Economic Advisory Council of the Federal Reserve Bank of San Francisco. Ms. Reses previously served on the board of directors of Alibaba Group Holding Limited and Social Capital Hedosophia Holding Corp. Ms. Reses holds a B.S. in Economics with honors from the Wharton School of the University of Pennsylvania. We believe that Ms. Reses is qualified to serve as member of our board of directors due to her public company board experience and her experience in various strategic and finance roles at publicly traded finance and technology companies.

Family Relationships

Our directors hold office until their successors have been elected and qualified or appointed, or the earlier of their death, resignation or removal. There are no family relationships among any of our directors or executive officers.

Board Leadership Structure

Our board of directors has combined the roles of Chairperson and Chief Executive Officer, who is Peter Szulczewski. Our Board has determined that we would be best served by having a Chairperson with deep operational and strategic knowledge of our business. Our Board has also appointed Mr. Syed as our Lead Independent Director. Our Board has determined that we would be best served by also having a lead independent director to be responsible for conducting sessions with the independent directors as part of every Board meeting, calling special meetings of the independent directors and chairing all meetings of the independent directors.

Director Independence

We have applied to list our Class A common stock on the Nasdaq Global Select Market. The listing rules of this stock exchange generally require that a majority of the members of a listed company's board of directors be independent within 12 months following the closing of an initial public offering. Our board of directors has determined that none of our non-employee directors, nor our director nominee, has a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the rules of Nasdaq. The independent members of our board of directors will hold separate regularly scheduled executive session meetings at which only independent directors are present.

Audit committee members must also satisfy the independence rules in SEC Rule 10A-3 adopted under the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a public company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or be an affiliated person of the listed company or any of its subsidiaries. Each of Mses. Bradley and Tilenius and Mr. Tung qualify as an independent director pursuant to Rule 10A-3.

Controlled Company

Because we qualify as a "controlled company" under the corporate governance rules for Nasdaq-listed companies, we are not required to have a majority of our board of directors be independent, nor are we required to have a compensation committee or an independent nominating function. Our board of directors has not made a determination about whether or not to take advantage of the "controlled company" exemption. Additionally, as described in the section titled "Description of Capital Stock—Anti-Takeover Provisions—Amended and Restated Certificate of Incorporation and Amended and Restated Bylaw Provisions," so long as the outstanding shares of our Class B common stock represent a majority of the combined voting power of our common stock, Mr. Szulczewski will be able to effectively control all matters submitted to our stockholders for a vote, as well as the overall management and direction of our company.

Board Composition

So long as the outstanding shares of our Class B common stock represent not less than 40% at any time after our first annual meeting of stockholders of the combined voting power of common stock, we will not have a classified board of directors, and all directors will be elected for annual terms.

At any time after our first annual meeting of stockholders, when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of common stock, we will have a classified board of directors consisting of three classes of approximately equal size, each serving staggered three-year terms. Our directors will be assigned by the then-current board of directors to a class.

Upon expiration of the term of a class of directors, directors for that class will be elected for three-year terms at the annual meeting of stockholders in the year in which that term expires. As a result, only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Each director's term continues until the election and qualification of his or her successor, or his or her earlier death, resignation, or removal.

So long as our board of directors is classified, only our board of directors may fill vacancies on our board. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the total number of directors.

The classification of our board of directors may have the effect of delaying or preventing changes in our control or management. See the section titled "Description of Capital Stock—Anti-Takeover Provisions—Certificate of Incorporation and Bylaw Provisions."

Board Oversight of Risk

One of the key functions of our board of directors is informed oversight of our risk management process. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure. Our executive officers are responsible for the day-to-day management of the material risks we face. The risk oversight process includes receiving regular reports from board committees and members of senior management to enable our board of directors to understand our risk identification, risk management and risk mitigation strategies with respect to areas of potential material risk, including operations, finance, legal, regulatory, cyber security, strategic and reputational risk. Our board of directors administers its oversight function directly as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight.

For example, our audit committee is responsible for overseeing the management of risks associated with our financial reporting, accounting and auditing matters; our compensation committee oversees the management of risks associated with our compensation policies and programs; and our nominating and corporate governance committee oversees the management of risks associated with director independence, conflicts of interest, composition and organization of our board of directors and director succession planning.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, to be effective after this offering. Our board of directors may establish other committees to facilitate the management of our business. Our board of directors and its committees set schedules for meeting throughout the year and can also hold special meetings and act by written consent from time to time, as appropriate. Our board of directors has delegated various responsibilities and authority to its committees as generally described below. The committees will regularly report on their activities and actions to the full board of directors. Each member of each committee of our board of directors qualifies as an independent director in accordance with listing standards. Each committee of our board of directors has a written charter approved by our board of directors. After this offering, copies of each charter will be posted on our website at www.wish.com under the Investor Relations section. The inclusion of our website address in this prospectus does not include or incorporate by reference the information on our website into this prospectus. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

The members of our audit committee will be Mses. Bradley and Tilenius and Mr. Tung after this offering, each of whom can read and understand fundamental financial statements. Each are each independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to audit committee members. Ms. Bradley will chair the audit committee. Our board of directors has determined that Mses. Bradley and Tilenius each qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of Nasdaq.

Our audit committee assists our board of directors' oversight of the integrity of our financial statements, our compliance with legal and regulatory requirements, the qualifications, independence and performance of the independent registered public accounting firm, the design and implementation of our internal audit function and risk assessment and risk management. Among other things, our audit committee is responsible for reviewing and discussing with our management the adequacy and effectiveness of our disclosure controls and procedures. The audit committee also discusses with our management and independent registered public accounting firm the annual audit plan and scope of audit activities, scope and timing of the annual audit of our financial statements, and the results of the audit, quarterly reviews of our financial statements and, as appropriate, initiates inquiries into aspects of our financial affairs. Our audit committee is responsible for establishing and overseeing procedures for the receipt, retention and treatment of any complaints reporting accounting, internal accounting controls or auditing matters, as well as for the confidential and anonymous submissions by our employees of concerning questionable accounting or auditing matters. In addition, our audit committee has direct responsibility for the appointment, compensation, retention and oversight of the work of our independent registered public accounting firm. Our audit committee has sole authority to approve the hiring and discharging of our independent registered public accounting firm, all audit engagement fees and terms and all permissible non-audit engagements with the independent auditor. Our audit committee will review and oversee all related person transactions in accordance with our policies and procedures.

Compensation Committee

The members of our compensation committee will be Messrs. Lonsdale, Syed, and Tung after this offering. Additionally, we expect that Ms. Reses will serve on the compensation committee upon her appointment to our board of directors. Mr. Syed will chair the compensation committee. Each member of our compensation committee, including Ms. Reses, is independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to compensation committee members, is a "non-employee director," as defined in Rule 16b-3 adopted under Section 16 of the Exchange Act and an "outside director" under Regulation Section 1.162-27 adopted under Section 162(m) of the Code of 1986, as amended. Our compensation committee assists our board of directors with its oversight of the forms and amount of compensation for our executive officers, and the administration of our incentive plans for employees and other service providers, including our equity incentive plans, and certain other matters related to our compensation programs.

Nominating and Corporate Governance Committee

The members of our nominating and corporate governance committee will be Messrs. Emanuel and Syed and Ms. Tilenius after this offering. Mr. Syed will chair the nominating and corporate governance committee. Our nominating and corporate governance committee assists our board of directors with its oversight of and identification of individuals qualified to become members of our board of directors, consistent with criteria approved by our board of directors, and selects, or recommends that our board of directors select, director nominees; develops and recommends to the board of directors a set of corporate governance guidelines; and oversees the evaluation of our board of directors.

Board Diversity

Under our corporate governance guidelines, which will become effective upon the closing of this offering, diversity is one of several critical factors that the nominating and corporate governance committee considers when evaluating the composition of our board of directors, amongst other critical selection criteria. We consider various diversity factors when considering director candidates, including race, ethnicity, gender, national origin, and geography. Our board of directors currently includes directors with a range of diversity. We believe each director contributes to the board's overall diversity by providing a variety of perspectives based on distinct personal and professional experiences and backgrounds. We are committed to maintaining and enhancing the diversity of our board of directors and in furtherance of this, the nominating and corporate governance committee will conduct annual self-evaluations to assess its performance and effectiveness, which we expect will include its consideration of diversity and other selection criteria.

Code of Conduct

Our board of directors has adopted a code of conduct that will be effective after this offering. The code of conduct will apply to all of our employees, officers, and directors. We also expect our contractors, consultants, suppliers, agents and other third parties to follow our code of conduct in connection with their work for us. The full text of our code of conduct will be posted on our website after this offering at www.wish.com under the Investor Relations section. We intend to disclose future amendments to, or waivers of, our code of conduct as and to the extent required by SEC regulations, at the same location on our website identified above and in public filings. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus or in deciding whether to invest in our common stock. Our code of conduct represents the standards by which we operate and reflects that we are an ethical, mindful and transparent business. The purpose of our code of conduct is to promote honesty

and integrity, including with respect to actual or apparent conflicts of interest between personal and professional relationships, to promote full, fair, accurate, timely and understandable disclosure in periodic reports to be filed by us and to promote compliance with all applicable rules and regulations that apply to us and our employees.

Compensation Committee Interlocks and Insider Participation

As noted above, the compensation committee of our board of directors will consist of Messrs. Lonsdale, Syed, and Tung. None of the members of our compensation committee is or has been an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee. See the section titled "Certain Relationships and Related Person Transactions" for information about related party transaction involving members of our compensation committee or their affiliates.

Director Compensation

Our directors play a critical role in guiding our strategic direction and overseeing the management of our Company. Ongoing developments in corporate governance and financial reporting have resulted in an increased demand for highly qualified and productive public company directors. The varied responsibilities, the substantial time commitment and the potential risks of serving as a director for a public company require that we provide adequate compensation for the continued service of our non-employee directors by offering them compensation that is commensurate with the workload and the demands we place on them.

In fiscal 2019, we did not have a formal policy with respect to compensation payable to our non-employee directors for service as directors. The table below shows the total compensation that we paid to Mr. Emanuel, our only non-employee director who received compensation, during 2019:

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)(1)	Option Awards ($)(2)	All Other Compensation ($)	Total ($)
Ari Emanuel	–	$1,132,413(3)	–	–	$1,132,413

(1) In accordance with SEC rules, this column reflects the grant date fair value of RSUs calculated in accordance with ASC Topic 718 for stock-based compensation transactions. As of December 31, 2019, only one of our non-employee directors, Mr. Emanuel, held RSUs, which are described in further detail in the footnote below.
(2) As of December 31, 2019, only one of our non-employee directors, Mr. Lonsdale, held outstanding options to purchase shares of our common stock (for 625,000 shares).
(3) Mr. Emanuel received a grant of 100,000 RSUs on November 22, 2019, which are subject to both a service-based vesting condition and a liquidity-based vesting condition. The service-based vesting condition applicable to his RSUs will be satisfied in four equal annual installments on each anniversary of the commencement of his service with us. The service-based vesting condition applicable to Mr. Emanuel's RSUs will also be satisfied in its entirety upon the consummation of a sale of our company.

Mr. Szulczewski receives no additional compensation for his service as a director, nor is it intended that he will receive additional compensation for such role following the completion of this offering. All of our non-employee directors are entitled to reimbursement for their reasonable travel and lodging expenses for attending board and board committee meetings.

Historically, we have not compensated Messrs. Tung or Syed for their services as directors. Mr. Emanuel became a member of our board of directors in November 2019. Ms. Tilenius received a grant of 111,110 RSUs on August 5, 2020 and Ms. Bradley received a grant of 111,110 RSUs on December 4, 2020, each of which are subject to both a service-based vesting condition and a liquidity-based vesting condition. The service-based vesting condition will be satisfied for one fourth of the total

number of RSUs on each of the first four anniversaries of her appointment, subject to her continued service through each such date. All RSUs granted to Mses. Tilenius and Bradley shall vest in full immediately prior to, but conditioned upon, the consummation of a sale of our company. We also expect to grant Ms. Reses 111,110 RSUs upon her appointment with the same vesting terms as the RSUs granted to Mses. Tilenius and Bradley (other than the liquidity-based vesting condition).

We have approved a compensation program for our non-employee directors to become effective following our initial public offering. Pursuant to this program, each non-employee director will be entitled to receive RSUs under our 2020 Equity Incentive Plan as follows:

Initial Equity Award. Each non-employee director appointed to our board of directors following this offering will be granted RSUs on the date of his or her appointment to our board of directors having an aggregate value of $440,000 based on the closing price of our Class A common stock on the date of grant. The RSUs will vest with respect to 1/3rd of the total number of RSUs subject to such award on each annual anniversary of the date of grant, in each case, as long as the non-employee director continues to serve on our board of directors through such date; provided, however, that vesting will be pro-rated on a monthly basis for a termination of service prior to an annual vesting date.

Annual Equity Award. Following the conclusion of each regular annual meeting of stockholders commencing in 2021, each non-employee director who is serving on our board of directors on, and will continue to serve on our board of directors immediately following, the date of the annual meeting will automatically be granted RSUs having an aggregate value of $270,000 based on the closing price of our Class A common stock on the date of grant. The RSUs will vest in full on the earlier of the one-year anniversary of the date of grant or the date of the next regular annual meeting of stockholders, so long as the non-employee director continues to serve on our board of directors through such date; provided, however, that vesting will be pro-rated on a monthly basis for a termination of service prior to such vesting date.

Annual Equity Retainers. In addition, our non-employee directors will receive the following additional annual equity retainers:

Position	Equity Retainer Value
Lead Independent Director	$20,000
Audit Committee Chair	20,000
Compensation Committee Chair	15,000
Nominating/Governance Committee Chair	10,000
Audit Committee Member	10,000
Compensation Committee Member	7,500
Nominating/Governance Committee Member	5,000

The equity retainers described in the table above will be granted following the conclusion of each regular annual meeting of stockholders commencing in 2021 to each non-employee director who is serving on our board of directors on, and will continue to serve on our board of directors immediately following, the date of the annual meeting, with the number of RSUs determined based on the closing price of our Class A common stock on the date of grant. Each such award will vest in full on the earlier of the one-year anniversary of the date of grant or the date of the next regular annual meeting of stockholders, so long as the non-employee director continues to serve on our board of directors through such date; provided, however, that vesting will be pro-rated on a monthly basis for a termination of service prior to such vesting date. Non-employee directors who are elected or appointed to our board of directors other than on the date of a regular annual meeting of our stockholders will be eligible to receive the applicable pro-rated annual equity retainers on the date the non-employee

director is elected or appointed to our board, which will be subject to the same vesting requirements as the annual equity retainers granted to our non-employee directors at the annual meeting of our stockholders.

Non-employee directors will not receive any cash compensation for service on our board of directors. However, we will continue to reimburse our non-employee directors for their reasonable expenses incurred in connection with attending board and board committee meetings. Additionally, the equity awards described above will vest in full in the event of a “change in control” (as defined in our 2020 Equity Incentive Plan).

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

This Compensation Discussion and Analysis describes the compensation for our principal executive officer, our principal financial officer and the three most highly compensated executive officers (other than our chief executive officer and chief financial officer) who were serving as executive officers at the end of 2019, whom we refer to herein as our "named executive officers." Our named executive officers for 2019 were:

- Peter Szulczewski, our Founder, CEO, and Chairperson of our board of directors;
- Rajat Bahri, our Chief Financial Officer;
- Devang Shah, our General Counsel and Secretary;
- Thomas Chuang, our Vice President of Operations; and
- Pai Liu, our Vice President of Data Science.

This Compensation Discussion and Analysis describes the material elements of our executive compensation program for our named executive officers during 2019 and discusses the key factors that were considered in determining their compensation.

Compensation Philosophy and Design

Our general compensation philosophy has been to compensate our named executive officers using competitive compensation packages that reward the achievement of our short-term and long-term business objectives and strategies and align their interests with the interests of our stockholders. To focus our executive officers on the fulfillment of our business objectives, a significant portion of their compensation has been and continues to be equity-based.

To date, the compensation packages of our named executive officers have reflected our stage of development as a privately-held company. Accordingly, we have emphasized the use of equity compensation in the form of RSU awards to motivate our named executive officers to focus on the growth of our overall enterprise value and, correspondingly, to create sustainable long-term value for our stockholders. We believe that RSU awards offer our named executive officers a valuable long-term incentive that aligns their interests with the interests of our stockholders. In addition, to maintain a competitive compensation program, we also offer cash compensation in the form of base salaries to reward individual contributions and compensate our employees for their day-to-day responsibilities.

Currently, we do not provide any form of short-term incentive (such as performance bonuses or other incentives) to our named executive officers. We expect our named executive officers to perform at a level deserving of a bonus, however, and have taken this into consideration in establishing their current total direct compensation opportunities. We believe that having a substantial portion of our named executive officers' compensation tied to equity awards aligns more closely with our business strategy to focus on long-term growth and innovation. We believe that our current compensation structure promotes a focus on long-term retention and stockholder value creation.

Compensation-Setting Process

During 2019, our CEO and board of directors were involved in determining the compensation of our named executive officers. Generally, our CEO would determine the annual base salary and size of the equity award for our named executive officers (other than his own compensation) in connection with conducting their annual performance review. Our CEO would present his proposed equity awards for our named executive officers to our board of directors for their consideration and approval.

With respect to cash compensation, our Vice President of Human Resources gathered data from the Radford technology company surveys to develop an understanding of the competitive market for various executive positions and formulated recommendations for our CEO with respect to the cash compensation, including any base salary adjustment, for our named executive officers.

With respect to equity compensation, our CEO would determine the appropriate size of each named executive officer's award in connection with the performance review process and after giving consideration to each named executive officer's anticipated future contributions, the criticality of his position, and individual performance. Our CEO would then present his proposed equity awards to our board of directors for its consideration. In approving the equity awards, our board of directors took into account such factors as company and individual performance, current and anticipated business conditions, the criticality of the position, the scope of the role and responsibilities, the individual's tenure, the existing retention hold of the individual's existing equity position, internal pay parity, and the recommendations of our CEO.

In May 2019, our board of directors formed a compensation committee comprised of three independent directors and delegated to such committee responsibility for overseeing our executive compensation program. The compensation committee held its first meeting in June 2019, at which time it approved a committee charter, which was then presented to our board of directors for approval. Among other things, the charter authorized the committee to review and recommend to our board of directors the compensation payable to our CEO, executive vice presidents and their direct reports, including the adjustment of base salaries each year and all bonus and other incentive compensation programs for such executives. Since most of the compensation actions and decisions for 2019 had already taken place by the time the compensation committee was formed, it took no formal actions in 2019.

For 2020 and going forward, the compensation committee will be responsible for our executive compensation program, including establishing our executive compensation philosophy, policies, and practices, recommending to the independent members of our board of directors the specific compensation, including cash and equity for our CEO, and determining the specific compensation, including cash and equity, for our other named executive officers. The members of the compensation committee have only recently begun to discuss our overall executive compensation philosophy. Therefore, the approach that we will use to compensate our named executive officers in the future may not be the same as how they have been compensated previously. We expect that the compensation committee will continue to review, evaluate and modify the executive compensation framework as a result of our becoming a publicly-traded company after this offering. Consequently, our compensation program following this offering may, over time, vary significantly from our historical practices.

In May 2019, we engaged Compensia, a national compensation consulting firm, to provide executive compensation advisory services for 2019, including the following:

- development of a compensation peer group for purposes of conducting a series of competitive market assessments;
- an analysis of our executive officers' base salaries and equity compensation levels and plan structures for 2019;
- assistance with a review of our equity compensation strategy, including the development of award guidelines and an aggregate spending budget;
- a review of considerations and market practices related to short-term cash incentive plans; and
- a review of board of director compensation market practices among late-stage pre-IPO and recently-public technology companies.

Subsequently, in August 2020, the compensation committee retained Compensia to provide executive compensation advisory services for 2020.

Compensation Elements

In 2019, we used cash and equity compensation to provide an overall competitive total compensation and benefits package to our named executive officers that is tied to creating value, commensurate with our results and aligns with our business strategy. Set forth below are the key elements of the compensation program for our named executive officers for 2019.

Base Salary

As part of his annual performance review of his direct reports in March 2019, our CEO also reviewed their base salaries for the year. In addition to considering their past performance and expected future contributions, our CEO reviewed an analysis of competitive market data drawn from Radford technology company compensation surveys prepared by our Vice President of Human Resources. Based on these considerations, as well the fact that we place greater emphasis on providing compensation in the form of equity awards in order to motivate our named executive officers and foster long-term growth for the benefit of our stockholders, our CEO determined to increase the base salaries of our other incumbent named executive officers at that time. At the same time, our board of directors determined to maintain the annual base salary of our CEO at its fiscal 2018 level.

The base salaries of our incumbent named executive officers for fiscal 2019 were as follows:

Named Executive Officer	Fiscal 2018 Base Salary	Fiscal 2019 Base Salary[1]	Percentage Increase
Mr. Szulczewski	$ 450,000	$ 450,000	–%
Mr. Bahri	295,000	380,000	29
Mr. Shah	284,000	340,000	20
Mr. Chuang	210,650	252,780	20

(1) Base salary increases were effective April 1, 2019.

Subsequently, our CEO determined to increase Mr. Chuang's annual base salary to $290,000 effective August 1, 2019 in order to further recognize his contributions to the Company during 2018 and ensure internal parity with the other individuals in the Company holding similar positions.

In connection with Mr. Liu's appointment as our Director, Data Science effective September 23, 2019, we agreed to pay him an annual base salary of $275,000. In addition, we agreed to pay him a signing bonus in the amount of $50,000, subject to repayment of the full net amount of the bonus if he voluntarily leaves employment before the first anniversary of his employment start date. Mr. Liu was promoted and appointed our Vice President of Data Science on August 12, 2020.

Long-Term Incentive Compensation

As a privately-held company, we have used RSU awards as the principal component of our executive compensation program. Consistent with our compensation objectives, we believe this approach aligned our named executive officers' contributions with our long-term interests and allowed our named executive officers to be accountable for and participate in any future appreciation in our common stock. Historically, our RSU awards have generally included both a multi-year service-based vesting requirement (generally four years) and a liquidity event vesting requirement (that is, the effectiveness of either a sale event or an initial public offering) (the "Liquidity Event"), allowing them to serve as an effective retention tool while also motivating our named executive officers to work toward corporate objectives that provide a meaningful return to our stockholders.

In granting equity awards, our board of directors generally considers, among other things, the named executive officer's cash compensation, the need to create a meaningful opportunity for reward predicated on the creation of long-term stockholder value, our financial results, our total annual equity budget, an evaluation of the expected and actual performance of each named executive officer, his individual contributions and responsibilities, the retention hold of his existing equity awards and how that lapses over time as awards vest, and the recommendations of our CEO (except with respect to his own equity award).

In February 2019, our board of directors determined to grant RSU awards to certain employees who had worked as part of a series of teams involved in several projects that were considered to have had a significant positive impact on our business. The number of shares of our common stock subject to each award varied by project, the various milestones assigned to that project, and the employment level of the employee. Recipients of the awards included two of the named executive officers, Messrs. Bahri and Chuang, who were each granted RSU awards in the following amounts:

Named Executive Officer	RSU Award (number of shares)	RSU Award (grant date fair value)
Mr. Bahri	126,370	$ 1,471,958
Mr. Chuang	126,370	1,471,958

The "Special Impact" awards vest (i) over a four-year period, with one-quarter of the shares of our common stock subject to the award vesting on the first anniversary of the vesting commencement date, and the remaining shares vesting monthly thereafter over 36 months in equal monthly increments, contingent upon the named executive officer remaining continuously employed by us through each applicable vesting date and (ii) subject to the occurrence of a Liquidity Event.

As part of our annual performance review cycle, in May 2019 our board of directors determined to grant RSU awards to our incumbent named executive officers other than our CEO. The number of shares of our common stock subject to each award was determined by our board of directors after considering the factors described above. Consistent with our CEO's recommendation, our board of directors determined that his existing vested and unvested equity holdings (including his 2018 RSU award covering 6,486,890 shares in October 2018) provided the necessary motivation and retention incentive and therefore did not grant any equity grants to him in 2019.

The RSU awards granted to our other named executive officers were in the following amounts:

Named Executive Officer	RSU Award (number of shares)	RSU Award (grant date fair value)
Mr. Szulczewski	–	–
Mr. Bahri	1,474,290	$ 17,117,803
Mr. Shah	235,890	2,738,890
Mr. Chuang	29,490	342,405

The annual "Refresh" awards vest (i) over a four-year period, with 10% of the shares of our common stock subject to the award vesting monthly for the first year from the vesting commencement date, 20% of the shares subject to the award vesting monthly for the one-year period between the first and second anniversaries of the vesting commencement date, 30% of the shares subject to the award vesting monthly for the one-year period between the second and third anniversaries of the vesting commencement date, and 40% of the shares subject to the award vesting monthly for the one-year period between the third and fourth anniversaries of the vesting commencement date, contingent upon the named executive officer remaining continuously employed by us through each applicable vesting date and (ii) subject to the occurrence of a Liquidity Event.

In connection with Mr. Liu's appointment as our Director, Data Science effective September 23, 2019, on November 22, 2019 our board of directors granted him an RSU award for 117,940 shares with a grant date fair value of $1,335,568. This RSU award vests (i) over a four-year period, with one-quarter of the shares of our common stock subject to the award vesting on the first anniversary of the vesting commencement date, and the remaining shares vesting monthly thereafter over 36 months in equal monthly increments, contingent upon his remaining continuously employed by us through each applicable vesting date and (ii) subject to the occurrence of a Liquidity Event.

The offering currently being contemplated by this prospectus will satisfy the Liquidity Event vesting requirement. As a result, if we successfully complete this offering, the named executive officers will vest in their "Special Impact" and "Refresh" RSU awards upon their satisfaction of the service-based vesting requirement.

Information with respect to the potential accelerated vesting applied to the equity awards held by certain of our named executive officers in the event of a change of control of our company or the termination of the named executive officer's services in connection with or following a change of control of our company is discussed under "Potential Payments upon Termination or Change in Control" below.

Health and Welfare Benefits

Our named executive officers are eligible to participate in the same employee benefit plans, and on the same terms and conditions, as all other full-time, salaried U.S. employees. These benefits include medical, dental, and vision insurance, business travel insurance, an employee assistance program, health and dependent care flexible spending accounts, basic life insurance, accidental death and dismemberment insurance, short-term and long-term disability insurance and commuter benefits.

We design our employee benefits programs to be affordable and competitive in relation to the market as well as compliant with applicable laws and practices. We adjust our employee benefits programs as needed based upon regular monitoring of applicable laws and practices and the competitive market.

Retirement Benefits

We maintain a Section 401(k) plan for our employees, including our named executive officers. The Section 401(k) plan is intended to qualify under Section 401(k) of the Code, so that contributions to the plan by employees or by us, and the investment earnings thereon, are not taxable to the employees until withdrawn, and so that contributions made by us, if any, will be deductible by us when made. Currently, we do not provide company matching contributions to participants in the Section 401(k) plan.

We do not provide pension arrangements for our named executive officers or other employees, nor do we provide any nonqualified defined contribution or other deferred compensation plans to any of our employees.

Perquisites and other Personal Benefits

Currently, we do not view perquisites or other personal benefits as a significant component of our executive compensation program. Accordingly, we do not provide significant perquisites or other personal benefits to our named executive officers except as generally made available to our employees or in situations where we believe it is appropriate to assist an individual in the performance of his or her duties, to make him or her more efficient and effective, and for recruitment and retention purposes. During 2019, none of our named executive officers received perquisites or other personal benefits that were, in the aggregate, $10,000 or more for each individual.

In the future, we may provide perquisites or other personal benefits in limited circumstances, such as those described in the preceding paragraph. All future practices with respect to perquisites or other personal benefits will be approved and subject to periodic review by the compensation committee.

Employment Arrangements

We have entered into written employment offer letters with each of our named executive officers. We believe that these arrangements were necessary to secure the service of these individuals in a highly competitive job market.

Each of these employment offer letters does not have a specific term, provides for "at will" employment (meaning that either we or the named executive officer may terminate the employment relationship at any time without cause) and generally set forth the named executive officer's initial base salary, eligibility to participate in our standard employee benefit plans and programs and includes a recommendation for an equity award to be approved by our board of directors. In addition, each of these employment offer letters required the named executive officer to execute our standard Proprietary (Confidential) Information and Inventions Agreement.

The employment offer letter we entered into with Mr. Bahri provides for 100% accelerated vesting of his RSU award described in his employment offer letter if we are subject to a "sale event" (as defined in his employment offer letter) while he is providing services to us. Mr. Shah's employment offer letter provides for 50% accelerated vesting of any then unvested RSUs under his RSU award described in his employment offer letter if we are subject to a "sale event" (as defined in his employment offer letter) before his service with us terminates and he is subject to an "involuntary termination" (as defined in his employment offer letter) within 12 months following the sale event.

The severance and acceleration benefits that our named executive officers will be eligible for following this offering are described in "—Potential Payments upon Termination or Change in Control" below.

CEO Performance Award

The compensation committee of our board of directors has approved, effective as of December 7, 2020, the grant under our 2010 Plan of the CEO Performance Award to Mr. Szulczewski covering 10,021,500 shares of our Class B common stock subject to RSUs. The CEO Performance Award vests only if Mr. Szulczewski satisfies a service-based vesting condition and we achieve certain stock price goals, as described below.

In order to achieve its retention, incentive and stockholder alignment objectives, the CEO Performance Award will vest only if we achieve certain significant stock price targets over a period of up to seven years following this offering. Our board of directors and its compensation committee both believe these stock price targets represent challenging hurdles and, if achieved, would result in a return to our stockholders in excess of market norms for comparable technology companies.

The CEO Performance Award is eligible to vest based on our stock price performance over a performance period beginning six months after the effective date of the registration statement of which this prospectus forms a part and ending on the seventh anniversary of that effective date. The award is divided into five tranches that are eligible to vest based on the achievement of stock price targets (each referred to as a "Company Stock Price Target") measured based on the 60-trading day trailing average per-share closing price of our Class A common stock on the Nasdaq Global Select Market during the performance period, as set forth below. The Company Stock Price Targets are expressed as a

percentage increase above $23 per share, which is the midpoint of the price range set forth on the cover page of this prospectus (such price, the “Base Price” of the award).

Tranche	Company Stock Price Target (as % increase in Base Price)	Company Stock Price Target	Number of RSUs Earned If Price Target Achieved	Portion of RSUs Eligible to Vest (% of Total RSUs)
1	100%	$ 46	1,002,150	10%
2	200	69	1,503,230	15
3	300	92	2,004,300	20
4	400	115	2,505,370	25
5	500	138	3,006,450	30

In order for any of these RSUs to vest and except as described below in connection with certain change in control transactions, Mr. Szulczewski must remain employed as our Chief Executive Officer through at least the second anniversary of the date of the completion of this offering and thereafter he must continue to serve as our Chief Executive Officer as of each applicable Company Stock Price Target achievement date. If the stock price fails to reach a Company Stock Price Target during the performance period, that portion of the CEO Performance Award will not vest (except as described below). Our board of directors believes that having larger portions of the award vest upon the higher Company Stock Price Targets comprises a structure designed to achieve its incentive and alignment goals with respect to this award. The total number of RSUs subject to this award, the Base Price, the Company Stock Price Targets, and the Number of RSUs Earned If Price Target Achieved will be adjusted to reflect any stock splits, stock dividends, combinations, reorganizations, reclassifications, or similar event under the 2010 Plan.

Under the terms of the CEO Performance Award, certain of the Company Stock Price Targets may also be achieved in connection with a change in control of our company, such that Mr. Szulczewski could earn and vest in up to all of the RSUs. In connection with a change in control (as defined in the applicable award agreement for the CEO Performance Award) that occurs within the first two years after this offering and subject to Mr. Szulczewski continuing to serve as our Chief Executive Officer through immediately prior to the change in control, he could earn and vest in 50% of the otherwise un-earned portion of the RSUs if the per share value of our Class A common stock in the transaction (the “deal price”) is at least equal to the Tranche 1 Company Stock Price Target and he could earn and vest in all the RSUs if the deal price is at least equal to the Tranche 2 Company Stock Price Target, except if he incurs an involuntary termination (as such term is defined in his award agreement) after the change in control and prior to the second anniversary of this offering, then 100% of the RSUs that he would have otherwise been entitled to earn if he had continued to serve as our Chief Executive Officer through the second anniversary of this offering will immediately vest, subject to his compliance with the terms of his severance and change in control agreement with us. Thereafter, he could earn and vest in all the RSUs on a change in control occurring after the second anniversary and on or prior to the fourth anniversary of this offering if the deal price is at least equal to the Tranche 2 Company Stock Price Target and on a change in control occurring after the fourth anniversary of this offering if the deal price is above the Tranche 4 Company Stock Price Target, in each case, subject to him continuing to serve as our Chief Executive Officer through immediately prior to the change in control.

Tax and Accounting Considerations

As a general matter, we review and consider the various tax and accounting implications of the compensation vehicles that we use.

Deductibility of Executive Compensation

In approving the amount and form of compensation for our named executive officers, our board of directors will consider all elements of our cost of providing such compensation, including the potential impact of Section 162(m) of the Internal Revenue Code.

Our board of directors believes that our stockholders' interests are best served if its discretion and flexibility in awarding compensation is not restricted, even though some portion may result in non-deductible compensation expense. Thus, we expect that in future years some portion of the compensation of our named executive officers may not be fully deductible by us for federal income tax purposes.

Accounting Implications

We follow FASB ASC Topic 718, Compensation—Stock Compensation, for our stock-based compensation awards. FASB ASC Topic 718 requires us to measure the compensation expense for all share-based payments made to our employees and the members of our board of directors, including options to purchase shares of our common stock and other stock-based awards, based on the grant date "fair value" of these awards. This calculation is performed for financial accounting purposes and reported in the compensation tables below, even though recipients may never realize any value from their awards. FASB ASC Topic 718 also requires us to recognize the compensation cost of our share-based compensation awards in our income statements over the period that a recipient is required to render services in exchange for the option or other award.

Elements of Total Compensation—Risks and Mitigating Factors

We believe that the structure of our executive compensation program provides a mix of cash and equity compensation that balances short- and long-term incentives. We believe that the different time horizons and metrics used in the annual and long-term elements of compensation provide incentives to build our business prudently and profitably over time, while encouraging retention of our top talent. In addition, each element of compensation has been designed and is administered in a manner intended to minimize potential risks to us. The result is a program that we believe mitigates inappropriate risk taking and aligns the interests of our executive officers with those of our stockholders. Moreover, we have determined that any risks arising from our compensation policies and practices for all of our employees are not reasonably likely to have a material adverse effect on us.

Summary Compensation Table for 2019

The following table sets forth information concerning the total compensation awarded to, earned by, or paid to our named executive officers for the year ended December 31, 2019.

Name and Principal Position	Salary ($)	Bonus ($)	Stock Awards ($)[1]	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($)	Total ($)
Peter Szulczewski *Founder, CEO, and Chairperson*	450,000	–	–	–	–	450,000
Rajat Bahri *Chief Financial Officer*	358,750	–	18,589,761	–	–	18,948,511
Devang Shah *General Counsel and Secretary*	326,000	–	2,738,890	–	–	3,064,890
Thomas Chuang *Vice President of Operations*	257,756	–	1,814,363	–	–	2,072,119
Pai Liu *Vice President of Data Science*	75,000[2]	50,000[3]	1,335,568	–	–	1,460,568

(1) The amounts reported in this column reflect the accounting value for these equity awards and may not correspond to the actual economic value that may be received by our named executive officers from the equity awards. In accordance with SEC rules, this column reflects the grant date fair value of RSUs calculated in accordance with ASC Topic 718 for stock-based compensation transactions. Our RSUs are subject to both a service-based vesting condition and a liquidity-based vesting condition. The grant date fair values do not take into account any estimated forfeitures related to the service-based vesting condition.
(2) Represents Mr. Liu's prorated annual salary of $275,000 following his commencement of employment in September 2019.
(3) Represents a signing bonus paid to Mr. Liu following his commencement of employment with us.

Grants of Plan-Based Awards Table for 2019

The following table provides information on the grants of plan-based awards made to each named executive officer during the year ended December 31, 2019.

Name	Grant Date	Estimated Future Payouts Under Equity Incentive Plan Awards Target (#)	All Other Stock Awards: Number of Shares of Stock or Units (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Grant Date Fair Value of Stock and Option Awards ($)[1]
Peter Szulczewski	–	–	–	–	–
Rajat Bahri	2/5/2019	–	126,370[2]	–	1,471,958
	5/2/2019	–	1,474,290[3]	–	17,117,803
Devang Shah	5/2/2019	–	235,890[3]	–	2,738,890
Thomas Chuang	2/5/2019	–	126,370[2]	–	1,471,958
	5/2/2019	–	29,490[3]	–	342,405
Pai Liu	11/22/2019	–	117,940[2]	–	1,335,568

(1) This column reflects the grant date fair value of RSU awards, calculated in accordance with ASC Topic 718 for stock-based compensation. Our RSUs are subject to both a service-based vesting condition and a liquidity-based vesting condition.
(2) The service-based vesting condition is satisfied as to 1/4th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/36th of the remaining shares on a monthly basis thereafter, subject to continued service to us through each vesting date.
(3) The service-based vesting condition is satisfied on a monthly basis over a period of four years from the Vesting Commencement Date, with 10% of the total shares of Class B common stock underlying the RSU award vesting over the first year, 20% of the total shares vesting over the second year, 30% of the total shares vesting over the third year, and 40% of the total shares vesting over the fourth year, subject to continued service to us through each vesting date.

Outstanding Equity Awards at 2019 Year-End

The following table provides information regarding outstanding equity awards held by our named executive officers as of December 31, 2019. The number of shares subject to each award and, where applicable, the exercise price per share. The vesting schedule applicable to each outstanding award is described in the footnotes to the table below.

		Option Awards				Stock Awards	
Name	Vesting Commencement Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)[1]	Market Value of Shares or Units of Stock That Have Not Vested ($)(*)
Peter Szulczewski	11/17/2013	8,375,000[2]	–	0.149	4/15/2024	–	–
	6/9/2014	35,000,000[3]	–	0.238	8/11/2024	–	–
	1/1/2015	–	–	–	–	2,388,860[4]	54,943,780
	6/1/2016	–	–	–	–	688,320[4]	15,831,360
	4/24/2017	–	–	–	–	2,581,550[4]	59,375,650
	1/1/2018	–	–	–	–	817,640[5]	18,805,720
	9/23/2018	–	–	–	–	6,486,890[6]	149,198,470
Rajat Bahri	12/7/2016	–	–	–	–	2,483,990[7]	57,131,770

		Option Awards				Stock Awards	
Name	Vesting Commencement Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)[1]	Market Value of Shares or Units of Stock That Have Not Vested ($)(*)
	1/1/2018	–	–	–	–	297,320[5]	6,838,360
	1/1/2019	–	–	–	–	126,370[4]	2,906,510
	4/1/2019	–	–	–	–	1,474,290[8]	33,908,670
Devang Shah	2/5/2018	–	–	–	–	573,670[9]	13,194,410
	4/1/2019	–	–	–	–	235,890[8]	5,425,470
Thomas Chuang	7/1/2014	279,000[10]	–	0.238	8/11/2024	–	–
	1/1/2015	–	–	–	–	16,200[9]	372,600
	4/24/2017	–	–	–	–	20,040[9]	460,920
	6/1/2016	–	–	–	–	16,200[9]	372,600
	5/1/2018	–	–	–	–	20,810[9]	478,630
	1/1/2019	–	–	–	–	126,370[4]	2,906,510
	4/1/2019	–	–	–	–	29,490[8]	678,270
Pai Liu	9/23/2019	–	–	–	–	117,940[4]	2,712,620

(*) Market value is based on the assumed initial public offering price of our Class A common stock of $23.00 per share, which represents the midpoint of the price range set forth on the cover page of this prospectus.

(1) RSUs granted to our executive officers only vest upon the satisfaction of both (i) a service-based vesting condition and (ii) a liquidity-based vesting condition. The liquidity-based vesting condition is (i) the effective date of our initial public offering or (ii) a sale event (as defined in our RSU award agreements).

(2) The shares subject to this option were fully vested as of November 17, 2017.

(3) The shares subject to this option were fully vested as of June 9, 2018.

(4) The service-based vesting condition is satisfied as to 1/4th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/36th of the remaining shares on a monthly basis thereafter, subject to continued service to us through each vesting date.

(5) The service-based vesting condition is satisfied as to 1/60th of the total shares of Class B common stock underlying the RSU award on a monthly basis from the Vesting Commencement Date, subject to continued service to us through each vesting date.

(6) The service-based vesting condition is satisfied as to 1/48th of the total shares of Class B common stock underlying the RSU award on a monthly basis from the Vesting Commencement Date, subject to continued service to us through each vesting date.

(7) The service-based vesting condition is satisfied as to 1/5th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/20th of the total shares on a quarterly basis thereafter, subject to continued service to us through each vesting date.

(8) The service-based vesting condition is satisfied on a monthly basis over a period of four years from the Vesting Commencement Date, with 10% of the total shares of Class B common stock underlying the RSU award vesting over the first year, 20% of the total shares vesting over the second year, 30% of the total shares vesting over the third year, and 40% of the total shares vesting over the fourth year, subject to continued service to us through each vesting date.

(9) The service-based vesting condition is satisfied as to 1/5th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/48th of the remaining shares on a monthly basis thereafter, subject to continued service to us through each vesting date.

(10) The shares subject to this option were fully vested as of July 1, 2019.

Stock Vested in 2019

The following table sets forth the number of shares acquired and the value realized upon exercise of stock options during 2019 by each of our named executive officers:

	Option Awards	
Name	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise ($)[1]
Peter Szulczewski	–	–
Rajat Bahri	–	–
Devang Shah	–	–
Thomas Chuang	46,000	548,872
Pai Liu	–	–

(1) The aggregate dollar amount realized upon the exercise of option awards represents the amount by which (x) the aggregate market price of the shares of our Class B common stock on the date of exercise, which is an assumed fair value as of the date of exercise, exceeds (y) the aggregate exercise price of the option.

Pension Benefits

We do not have any defined benefit pension plans.

Nonqualified Deferred Compensation

We do not offer any nonqualified deferred compensation plans.

Potential Payments upon Termination or Change in Control

We do not have employment agreements with our named executive officers. Pursuant to the terms of his employment offer letter and his RSU agreements, Mr. Bahri will receive 100% accelerated vesting of his outstanding RSU awards if we are subject to a sale event while he is providing services to us. Pursuant to the terms of his employment offer letter and his RSU agreements, Mr. Shah will receive 50% accelerated vesting of any then unvested RSUs if we are subject to a sale event while he is providing services to us and he is terminated without cause or resigns for good reason within 12 months following the sale event.

In addition, we have entered into severance and change in control agreements with each of our named executive officers that will become effective upon the completion of this offering. These agreements will have a three-year term and, with the exception of Mr. Bahri as it relates to his existing RSU awards, will supersede any acceleration provisions in the officers' offer letters.

Termination Not in Connection with a Change in Control. Pursuant to his severance and change in control agreement, if Mr. Szulczewski's employment is terminated by us without cause or he resigns for good reason, he is eligible to receive a lump sum cash payment equal to 12 months of his base salary and an additional lump sum cash payment equal to 12 months of his benefit premiums. If the employment of Mr. Bahri or Mr. Shah is terminated by us without cause or such officer resigns for good reason, such officer is eligible to receive a lump sum cash payment equal to six months of his base salary, an additional lump sum cash payment equal to six months of his benefit premiums, and 12 months accelerated vesting of his time-based equity awards. If the employment of one of our other named executive officers is terminated by us without cause, the officer will be eligible to receive a lump sum cash payment equal to six months of his base salary and an additional lump sum cash payment equal to six months of his benefit premiums.

Termination in Connection with a Change in Control. Pursuant to his severance and change in control agreement, if Mr. Szulczewski's employment is terminated by us without cause or he resigns for good reason, in either case within three months prior to or 12 months after a change in control, he is eligible to receive a lump sum cash payment equal to 18 months of his base salary, an additional lump sum cash payment equal to 18 months of his benefit premiums and full acceleration of his time-based equity awards. If the employment of one of our other named executive officers is terminated by us without cause or he resigns for good reason, in either case within three months prior to or 12 months after a change in control, the officer will be eligible to receive a lump sum cash payment equal to 12 months of his base salary, an additional lump sum cash payment equal to 12 months of his benefit premiums and full acceleration of his time-based equity awards.

For purposes of the severance and change in control agreements, the terms "cause," "change in control" and "good reason" have the following meanings:

"Cause" means an officer's willful and intentional unauthorized use or disclosure of our confidential information or trade secrets which causes material harm, material breach of any agreement with us, material failure to comply with our written policies or rules, conviction of a felony, gross negligence or willful misconduct, continuing failure to perform assigned duties (other than as a result of a disability) or failure to cooperate in good faith with a governmental or internal investigation.

"Good Reason" means a material diminution in the nature or scope of the officer's responsibilities, authority, powers, functions or duties, a material reduction in the officer's base salary, or a requirement that the officer relocate more than 50 miles.

"Change in Control" means any person (other than Peter Szulczewski) acquires ownership of more than 50% of our voting stock, a sale of all or substantially all of our assets, consummation of a merger of the company with or into another entity if our capital stock represents less than 50% of the voting power of the surviving entity or its parent, or certain changes in the composition of our board of directors.

The following table sets forth the amounts payable to each of our current named executive officers based on an assumed termination or change of control of us as of December 31, 2019:

Name	Cash Severance ($)	Health and Other Insurance Benefits ($)	Stock Options (Unvested and Accelerated) ($)	Restricted Stock Units (Unvested and Accelerated) ($)[1]	Total ($)
Peter Szulczewski					
Termination for reasons other than Cause, death or Disability, or for Good Reason	—	—	—	—	—
Change in Control or Termination in connection with a Change in Control	—	—	—	—	—
Rajat Bahri					
Termination for reasons other than Cause, death or Disability, or for Good Reason	—	—	—	—	—
Change in Control or Termination in connection with a Change in Control[2]	—	—	—	100,785,310	100,785,310
Devang Shah					
Termination for reasons other than Cause, death or Disability, or for Good Reason	—	—	—	—	—
Change in Control or Termination in connection with a Change in Control[3]	—	—	—	9,309,940	9,309,940
Thomas Chuang					
Termination for reasons other than Cause, death or Disability, or for Good Reason	—	—	—	—	—
Change in Control or Termination in connection with a Change in Control	—	—	—	—	—
Pai Liu					
Termination for reasons other than Cause, death or Disability, or for Good Reason	—	—	—	—	—
Change in Control or Termination in connection with a Change in Control	—	—	—	—	—

(1) The value of accelerated RSUs were determined by multiplying the number of unvested and accelerated RSUs by the assumed initial public offering price of $23 per share, the midpoint of the price range set forth on the cover page of this prospectus.
(2) Mr. Bahri is entitled to receive 100% accelerated vesting of his outstanding RSUs if we are subject to a sale event while he is providing services to us
(3) Mr. Shah is entitled to receive 50% accelerated vesting of any then unvested RSUs upon a qualifying termination of employment within 12 months of the change in control.

2020 Equity Incentive Plan

General

Our board of directors adopted and approved our 2020 Equity Incentive Plan (the "2020 Plan") on November 19, 2020 and we intend to submit it to our stockholders for approval prior to the offering. While our 2020 Plan became effective immediately on adoption, no awards will be made under it until the effective date of the registration statement of which this prospectus is a part. Our 2020 Plan is intended to replace our 2010 Stock Plan (the "2010 Plan"). However, awards outstanding under our 2010 Plan will continue to be governed by their existing terms. Our 2020 Plan has the features described below.

Share Reserve

The number of shares of our Class A common stock available for issuance under our 2020 Plan will equal the sum of 36,000,000 shares plus up to 136,953,840 shares remaining available for issuance under, or issued pursuant to or subject to awards granted under, our 2010 Plan. The number of shares reserved for issuance under our 2020 Plan will be increased automatically on the first business day of each of our fiscal years, commencing in 2022 and ending in 2030, by a number equal to the lesser of:

- 5% of the shares of common stock outstanding on the last business day of the prior fiscal year; or
- the number of shares determined by our board of directors.

In general, to the extent that any awards under our 2020 Plan are forfeited, terminate, expire or lapse without the issuance of shares, or if we repurchase the shares subject to awards granted under our 2020 Plan, those shares will again become available for issuance under our 2020 Plan, as will shares applied to pay the exercise or purchase price of an award or to satisfy tax withholding obligations related to any award.

Administration

The compensation committee of our board of directors will administer our 2020 Plan. The compensation committee will have complete discretion to make all decisions relating to our 2020 Plan and outstanding awards, including repricing outstanding options and modifying outstanding awards in other ways.

Eligibility

Employees, non-employee directors, consultants and advisors will be eligible to participate in our 2020 Plan.

Under our 2020 Plan, the aggregate grant date fair value of awards granted to our non-employee directors may not exceed $1,000,000 in any one fiscal year, except that the grant date fair value of awards granted to newly appointed non-employee directors may not exceed $2,000,000 in the fiscal year in which such non-employee director is initially appointed to our board of directors. However, until our 2021 annual meeting of stockholders, newly appointed or elected non-employee directors may receive awards for up to 115,000 shares of Class A common stock, which shall not be counted towards the limitations in the preceding sentence.

Types of Awards

Our 2020 Plan will provide for the following types of awards:

- incentive and nonstatutory stock options;

- stock appreciation rights;
- restricted shares; and
- restricted stock units.

Options and Stock Appreciation Rights

The exercise price for options granted under our 2020 Plan may not be less than 100% of the fair market value of our Class A common stock on the grant date. Optionees will be permitted to pay the exercise price in cash or, with the consent of the compensation committee:

- with shares of common stock that the optionee already owns;
- by an immediate sale of shares through a broker approved by us;
- by instructing us to withhold a number of shares having an aggregate fair market value that does not exceed the exercise price; or
- by other methods permitted by applicable law.

An optionee who exercises a stock appreciation right receives the increase in value of our Class A common stock over the base price. The base price for stock appreciation rights may not be less than 100% of the fair market value of our Class A common stock on the grant date. The settlement value of a stock appreciation right may be paid in cash, shares of our Class A common stock or a combination.

Options and stock appreciation rights vest as determined by the compensation committee. In general, they will vest over a four-year period following the date of grant or, in the case of grants made to new hires, over the four-year period following their first day of employment. Options and stock appreciation rights expire at the time determined by the compensation committee but in no event more than 10 years after they are granted. These awards generally expire earlier if the participant's service terminates earlier.

Restricted Shares and Stock Units

Restricted shares and stock units may be awarded under our 2020 Plan in return for any lawful consideration, and participants who receive restricted shares or stock units generally are not required to pay cash for their awards. In general, these awards will be subject to vesting. Vesting may be based on length of service or upon satisfaction of other conditions determined by the compensation committee.

Settlement of vested stock units may be made in the form of cash, shares of Class A common stock or a combination of both.

Corporate Transactions

In the event we are a party to a merger, consolidation or certain change in control transactions, outstanding awards granted under our 2020 Plan, and all shares acquired under our 2020 Plan, will be subject to the terms of the definitive transaction agreement (or, if there is no such agreement, as determined by our compensation committee). Unless an award agreement provides otherwise, such treatment may include any of the following with respect to each outstanding award:

- the continuation, assumption or substitution of an award by a surviving entity or its parent;
- the cancellation of an award without payment of any consideration;

- the cancellation of the vested portion of an award (and any portion that becomes vested as of the effective time of the transaction) in exchange for a payment equal to the excess, if any, of the value that the holder of each share of our Class A common stock receives in the transaction over (if applicable) the exercise price otherwise payable in connection with the award; or
- the assignment of any reacquisition or repurchase rights held by us in respect of an award of restricted shares to the surviving entity or its parent (with proportionate adjustments made to the price per share to be paid upon exercise of such rights).

The vesting of an outstanding award may be accelerated by the compensation committee upon the occurrence of a change in control, whether or not the award is to be assumed or replaced in the transaction, or in connection with a termination of service following a change in control transaction.

A change in control includes:

- any person acquiring beneficial ownership of more than 50% of our total voting power, other than Peter Szulczewski;
- the sale or other disposition of all or substantially all of our assets;
- our merger or consolidation after which our voting securities represent 50% or less of the total voting power of the surviving or acquiring entity; or
- the members of our board cease to constitute a majority of the members of our board over a period of 12 months, excluding any new members appointed or elected by the then incumbent board.

Changes in Capitalization

In the event of certain changes in our capital structure without our receipt of consideration, such as a stock split, reverse stock split or dividend paid in Class A common stock, proportionate adjustments will automatically be made to:

- the maximum number and kind of shares available for issuance under our 2020 Plan, including the maximum number and kind of shares that may be issued upon the exercise of incentive stock options;
- the maximum number and kind of shares covered by, and exercise price, base price or purchase price, if any, applicable to each outstanding stock award.; and
- the maximum number and kind of shares by which the share reserve may increase automatically each year.

In the event that there is a declaration of an extraordinary dividend payable in a form other than our Class A common stock in an amount that has a material effect on the price of our common stock, a recapitalization, a spin-off or a similar occurrence, the compensation committee may make such adjustments to any of the foregoing as it deems appropriate, in its sole discretion.

Amendments or Termination

Our board of directors may amend or terminate our 2020 Plan at any time. If our board of directors amends our 2020 Plan, it does not need stockholder approval of the amendment unless required by applicable law, regulation or rules. Our 2020 Plan will terminate automatically 10 years after the later of the date when our board of directors adopts our 2020 Plan or it approves a share increase that is also approved by our stockholders.

2010 Stock Plan

General

Our board of directors and stockholders adopted our 2010 Plan in July 2010, which has been subsequently amended from time to time.

As of September 30, 2020, we have reserved 149,478,610 shares of our Class B common stock for issuance under our 2010 Plan. There were outstanding options to purchase 74,943,650 shares of Class B common stock, at exercise prices ranging from $0.001 to $5.556 per share, or a weighted-average exercise price of $0.234 per share, 50,235,160 shares of Class B common stock issuable upon the vesting and settlement of RSUs, and 1,953,530 shares of Class B common stock remained available for future issuance. Unissued shares subject to awards that expire or are cancelled and shares reacquired by us will again become available for issuance under our 2010 Plan or, following consummation of this offering, under our 2020 Plan.

2020 Employee Stock Purchase Plan

General

Our board of directors adopted and approved our 2020 Employee Stock Purchase Plan (the "2020 ESPP") on November 19, 2020, and we intend to submit it to our stockholders for approval prior to the offering. Our 2020 ESPP will be subsequently approved by our stockholders. We expect that our 2020 ESPP will become effective as of the effective date of the registration statement of which this prospectus is a part. Our 2020 ESPP is intended to qualify under Section 423 of the Code. Our 2020 ESPP has the features described below.

Share Reserve

7,500,000 shares of our Class A common stock have been reserved for issuance under our 2020 ESPP. The number of shares reserved for issuance under our 2020 ESPP will automatically be increased on the first business day of each of our fiscal years, commencing in 2022 and ending in 2040, by a number equal to the least of:

- 7,500,000 shares;
- 1% of the shares of common stock outstanding on the last business day of the prior fiscal year; or
- the number of shares determined by our board of directors.

The number of shares reserved under our 2020 ESPP will automatically be adjusted in the event of a stock split, stock dividend or a reverse stock split (including an adjustment to the per-purchase period share limit).

Administration

The compensation committee of our board of directors will administer our 2020 ESPP.

Eligibility

All of our employees or of any participating subsidiaries will generally be eligible to participate in our 2020 ESPP, although the administrator may exclude certain categories of employees from an offering period, as permitted by applicable law, including employees employed for less than two years, working less than 20 hours per week, who are employed less than five months per year, or are highly compensated employees. Eligible employees may begin participating in our 2020 ESPP at the start of any offering period.

Offering Periods

Each offering period will last a number of months determined by the compensation committee, not to exceed 27 months. A new offering period will begin periodically, as determined by the compensation committee. Offering periods may overlap or may be consecutive. Unless otherwise determined by the compensation committee, offering periods of 24 months' duration will begin each year on May 21st and November 21st. Unless determined otherwise by the administrator, the first offering period will begin on the effective date of the registration statement related to this offering and will end on November 20, 2022, with the first purchase date occurring on May 20, 2021.

Amount of Contributions

Our 2020 ESPP will permit each eligible employee to purchase common stock through payroll deductions. Each employee's payroll deductions may not exceed 15% of the employee's cash compensation. Each participant may purchase up to the number of shares determined by our board of directors on any purchase date, not to exceed 2,500 shares. The value of the shares purchased in any calendar year may not exceed $25,000. Participants may withdraw their contributions at any time before stock is purchased.

Purchase Price

The price of each share of common stock purchased under our 2020 ESPP will not be less than 85% of the lower of the fair market value per share of common stock on the first day of the applicable offering period (or, in the case of the first offering period, the price at which one share of common stock is offered to the public in this offering) or the fair market value per share of common stock on the purchase date.

Other Provisions

Employees may end their participation in our 2020 ESPP at any time. Participation ends automatically upon termination of employment with us. If we experience a change in control, our 2020 ESPP will end and shares will be purchased with the payroll deductions accumulated to date by participating employees. Our board of directors or our compensation committee may amend or terminate our 2020 ESPP at any time.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

In addition to the compensation arrangements with directors and executive officers described under “Executive Compensation” and “Management” and the registration rights described elsewhere in this prospectus, the following is a description of each transaction since January 1, 2017 and each currently proposed transaction in which:

- we have been or are to be a participant;
- the amount involved exceeds or will exceed $120,000; and
- any of our directors, executive officers or beneficial holders of more than 5% of our capital stock, or any immediate family member of, or person sharing the household with, any of these individuals (other than tenants or employees), had or will have a direct or indirect material interest.

Equity Financings

Series H Redeemable Convertible Preferred Stock Financing

In March 2019, we entered into a closing of a Series H redeemable convertible preferred stock financing, pursuant to which we sold 9,435,480 shares of Series H redeemable convertible preferred stock at a purchase price of $16.95729 per share for aggregate proceeds of $160 million. General Atlantic (WI), L.P. purchased 8,845,770 shares of Series H redeemable convertible preferred stock. Mr. Syed, a member of our board of directors, is a Managing Director of General Atlantic LLC, which is an affiliate of General Atlantic (WI), L.P. The terms of the Series H redeemable convertible preferred stock also provide for the potential issuance of the Series H Redeemable Convertible Preferred Stock Additional Issuance Shares;

Series G Redeemable Convertible Preferred Stock Financing

From September 2017 until October 2017, we entered into various closings of a Series G redeemable convertible preferred financing, pursuant to which we sold 16,873,190 shares of Series G redeemable convertible preferred stock at a purchase price of $13.4533 per share for aggregate proceeds of approximately $227 million. The following table summarizes purchases of our Series G redeemable convertible preferred stock by beneficial holders of more than 5% of our outstanding capital stock and entities managed by certain of our directors:

Name of Stockholder	Shares of Series G Redeemable Convertible Preferred Stock (#)	Total Purchase Price ($)
Entities affiliated with The Founders Fund[1]	371,660	5,000,052
DST Investments XVI, L.P.[2]	4,608,540	62,000,071
8VC Co-Invest Fund I, L.P.[3]	148,660	1,999,968

(1) Affiliates of The Founders Fund holding our securities, whose shares are aggregated for purposes of determining holders of 5% or more of our outstanding capital stock as of the Series G Stock redeemable convertible preferred stock financing and for purposes of reporting the above share ownership information, are, The Founders Fund V, LP, The Founders Fund V Entrepreneurs Fund, LP, The Founders Fund V Principals Fund, LP and FF Wish VI, LLC.

(2) Affiliates of DST Investments XVI, L.P. holding our securities, whose shares are aggregated for purposes of determining holders of 5% or more of our outstanding capital stock as of the Series G redeemable convertible preferred stock financing, are, DST Global IV, L.P., DST Global IV Co-Invest, L.P., DST Global V, L.P., DST Investments XI, L.P., and DST Investments XV, L.P.

(3) Mr. Lonsdale, a member of our board of directors, holds ultimate voting and investment power with respect to the securities held by 8VC Co-Invest Fund I, L.P. and disclaims beneficial ownership of such securities except to the extent of his pecuniary interests therein.

Certain Transactions with our Chief Executive Officer, President, and Chairperson.

In June 2019, we repurchased 1,429,740 shares of common stock from Mr. Szulczewski for $12.170 per share for an aggregate purchase price of approximately $17.4 million.

In August 2020, Mr. Szulczewski repaid a loan we previously issued to him in the amount of approximately $1.1 million to reimburse certain expenses incurred by us on behalf of Mr. Szulczewski.

In August 2020, we paid a fee in the amount of $280,000 to the United States Treasury Department in connection with a change in the composition of our board of directors, which resulted in an increase in Mr. Szulczewski's voting rights on our board of directors, as required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

Right of First Refusal and Repurchases

Pursuant to certain agreements with our stockholders, including our amended and restated first refusal and co-sale agreement dated originally dated May 11, 2012 and amended and restated on August 25, 2020, we or our assignees have a right to purchase shares of our capital stock that stockholders propose to sell to other parties. Since January 1, 2017, we have (i) waived our right of first refusal in connection with the sale of 12,276,070 shares of our Class B common stock in 26 separate transactions and (ii) exercised our right of first refusal in one transaction that involved the repurchase of 1,429,740 shares of our Class B common stock, that involved the sale or purchase or repurchase of such shares by our directors and officers, entities with which certain of our directors are affiliated and certain holders of more than 5% of our capital stock. Each of Messrs. Szulczewski, Lonsdale, Zhang, and Chuang, as well as 8VC Co-Invest Fund I, L.P. and FF Wish VI, LLC, were parties in one or more of these transactions.

Amended and Restated Voting Agreement

On March 18, 2019, we entered into an amended and restated voting agreement, with certain holders of our common stock and the holders of our redeemable convertible preferred stock, including our founder and chief executive officer, holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated, with respect to the election of our directors and certain other matters. All of our current directors were elected pursuant to the terms of this agreement. The amended and restated voting agreement will terminate upon the completion of this offering.

Amended and Restated First Refusal and Co-Sale Agreement

On August 25, 2020, we entered into an amended and restated first refusal and co-sale agreement with holders of our common stock and redeemable convertible preferred stock, including our founder and chief executive officer, holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated. This agreement provides the holders of redeemable convertible preferred stock a right of purchase and of co-sale in respect of sales of securities by certain holders of our common stock. The rights of purchase and co-sale will terminate upon the completion of this offering.

Amended and Restated Investors' Rights Agreement

On March 18, 2019, we entered into an amended and restated investors' rights agreement with holders of our redeemable convertible preferred stock, including holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated. These stockholders are entitled to

rights with respect to the registration of their shares following this offering under the Securities Act. For a description of these registration rights, see the section titled “Description of Capital Stock—Registration Rights.”

Management Rights Letters

In connection with our sale of our redeemable convertible preferred stock, we entered into management rights letters with certain purchasers of our redeemable convertible preferred stock, including holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated, pursuant to which such entities were granted certain management rights, including the right to consult with and advise our management on significant business issues, review our operating plans, examine our books and records and inspect our facilities. These management rights will terminate upon completion of this offering.

Indemnification Agreements

Our amended and restated certificate of incorporation, which will be effective upon the completion of this offering, will contain provisions limiting the liability of directors, and our amended and restated bylaws, which will be effective upon the completion of this offering, will provide that we will indemnify each of our directors to the fullest extent permitted under Delaware law.

We also intend to enter into indemnification agreements with each of our directors and executive officers. The indemnification agreements will provide that we will indemnify each such person against any and all expenses incurred by such person because of his or her status as one of our directors or executive officers, to the fullest extent permitted by Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws. In addition, the indemnification agreements will provide that, to the fullest extent permitted by Delaware law, we will advance all expenses incurred by our directors and executive officers in connection with a legal proceeding involving his or her status as a director, executive officer or employee.

Policies and Procedures for Related Person Transactions

Our audit committee has the primary responsibility for the review, approval and oversight of any “related person transaction,” which is any transaction, arrangement, or relationship (or series of similar transactions, arrangements, or relationships) in which we are, were, or will be a participant and the amount involved exceeds $120,000, and in which the related person had, has, or will have a direct or indirect material interest. We intend to adopt a written related person transaction policy to be effective upon the completion of this offering. Under our related person transaction policy, our management will be required to submit any related person transaction not previously approved or ratified by our audit committee to our audit committee. In approving or rejecting the proposed transactions, our audit committee will take into account all of the relevant facts and circumstances available. Our audit committee will approve only those transactions that, as determined by our audit committee, are in, or are not inconsistent with, our best interests and the best interests of our stockholders.

Although we have not had a written policy prior to this offering for the review and approval of transactions with related persons, our board of directors has historically reviewed and approved any transaction where a director or officer had a financial interest, including the transactions described above. Prior to approving such a transaction, the material facts as to a director’s or officer’s relationship or interest as to the agreement or transaction were disclosed to our board of directors. Our board of directors would take this information into account when evaluating the transaction and in determining whether such transaction was fair to us and in the best interest of all of our stockholders.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of October 31, 2020, and as adjusted to reflect the sale of Class A common stock offered by us in this offering, for:

- each stockholder known by us to be the beneficial owner of more than 5% of our outstanding shares of Class A common stock or Class B common stock;
- each of our directors and director nominee;
- each of our named executive officers; and
- all of our directors and executive officers as a group.

We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares of Class A common stock or Class B common stock that they beneficially own, subject to applicable community property laws.

We have based our calculation of the percentage of beneficial ownership prior to this offering on 431,558,320 shares of our Class A common stock and 109,059,160 shares of our Class B common stock outstanding as of October 31, 2020, assuming the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, the automatic conversion and reclassification of our redeemable convertible preferred stock into 421,691,920 shares of our Class A common stock, the cashless exercise of an outstanding warrant to purchase 9,866,400 shares of our Series B redeemable convertible preferred stock outstanding as of October 31, 2020 into 9,866,400 shares of our Class A common stock at an exercise price of $0.00001 per share, each of which we expect to occur immediately prior to the completion of this offering. For purposes of calculating the percentage of beneficial ownership prior to this offering, we did not include the effect of any voting agreements or voting proxies that terminate upon the offering. We have based our calculation of the percentage of beneficial ownership after this offering on 477,558,320 shares of our Class A common stock and 109,059,160 shares of our Class B common stock outstanding immediately after the completion of the offering and assuming no exercise by the underwriters of their option to purchase additional shares and assuming no issuance of the Series H Redeemable Convertible Preferred Stock Additional Issuance Shares. We also have assumed that no persons listed below are purchasing shares of our Class A common stock in this offering including in the directed share program. We have deemed shares of our Class B common stock subject to stock options that are currently exercisable or exercisable within 60 days of October 31, 2020 or issuable pursuant to RSUs which are subject to vesting and settlement conditions expected to occur within 60 days of October 31, 2020 (assuming the satisfaction of the liquidity-based vesting condition) to be outstanding and to be beneficially owned by the person holding the stock option or RSU for the purpose of computing the percentage ownership of that person. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is One Sansome Street, 40th Floor, San Francisco, California 94104.

Name of Beneficial Owner	Shares Beneficially Owned Prior to this Offering				% of Total Voting Power Before Our Initial Public Offering[1]	Shares Beneficially Owned After this Offering				% of Total Voting Power After Our Initial Public Offering[1]
	Class A		Class B			Class A		Class B		
	Shares	%	Shares	%		Shares	%	Shares	%	
Named Executive Officers and Directors:										
Peter Szulczewski[2]	–	–	104,438,670	64.5	56.9	–	–	104,438,670	64.5	56.2
Shares subject to voting proxies[3]	1,999,830	*	1,060,600	1.0	*	1,999,830	*	27,441,890	25.1	20.7
Total[2][3]	1,999,830	*	105,499,270	65.1	57.5	1,999,830	*	131,880,560	81.3	70.9
Julie Bradley	–	–	–	–	–	–	–	–	–	–
Ari Emanuel[4]	371,660	*	25,000	*	*	371,660	*	25,000	*	*
Joe Lonsdale[5]	69,354,800	16.1	7,528,900	6.9	8.4	69,354,800	14.5	–	–	2.6
Tanzeen Syed[6]	16,359,230	3.8	1,400,000	1.3	1.7	16,359,230	3.4	1,400,000	1.3	1.7
Stephanie Tilenius[7]	–	–	–	–	–	–	–	–	–	–
Hans Tung[8]	33,340,640	7.7	4,696,600	4.3	4.9	33,340,640	7.0	–	–	1.3
Jacqueline Reses (nominee)[9]	–	–	–	–	–	–	–	–	–	–
Rajat Bahri[10]	–	–	2,580,640	2.3	1.9	–	–	2,580,640	2.3	1.9
Devang Shah[11]	–	–	395,580	*	*	–	–	395,580	*	*
Thomas Chuang[12]	–	–	408,830	*	*	–	–	408,830	*	*
Pai Liu[13]	–	–	44,220	*	*	–	–	44,220	*	*
All executive officers and directors as a group (11 persons)[14]	121,426,160	28.1	122,579,040	74.0	68.7	121,426,160	25.4	137,795,430	83.2	75.3
Other 5% Stockholders:										
Entities affiliated with DST Global[15]	103,795,380	24.1	–	–	4.0	103,795,380	21.7	–	–	3.9
Entities affiliated with The Founders Fund[16]	61,774,580	14.3	702,540	*	2.9	61,774,580	12.9	702,540	*	2.9
Entities affiliated with Formation8 Partners[17]	63,386,130	14.7	5,800,630	5.3	6.9	63,386,130	13.3	–	–	2.4
Entities affiliated with GGV Capital[18]	33,340,640	7.7	4,696,600	4.3	4.9	33,340,640	7.0	–	–	1.3
Republic Technologies Pte. Ltd.[19]	26,834,880	6.2	–	–	1.0	26,834,880	5.6	–	–	1.0
Sheng Zhang[20]	–	–	26,691,290	19.9	17.1	–	–	26,691,290	19.9	16.9

*= Less than 1 percent.

(1) Percentage of total voting power represents voting power with respect to all shares of our Class A and Class B common stock, held beneficially as a single class. The holders of our Class B common stock are entitled to 20 votes per share, and holders of our Class A common stock are entitled to one vote per share. For more information about the voting rights of our Class A and Class B common stock, see the section titled "Description of Capital Stock—Common Stock."

(2) Consists of (i) 51,494,240 shares of Class B common stock, (ii) 43,375,000 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020, and (iii) 9,569,430 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Szulczewski also holds 3,393,830 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020. Mr. Szulczewski also holds RSUs subject to the CEO Performance Award, which are not included in the table above.

(3) Consists of 1,999,830 shares of our Class A common stock and 1,060,600 shares of our Class B common stock prior to this offering and 1,999,830 shares of our Class A common stock, an option to purchase 250,000 shares of our Class B common stock, and 27,191,890 shares of our Class B common stock after this offering held by other stockholders over which Mr. Szulczewski holds an irrevocable proxy, pursuant to voting agreements between Mr. Szulczewski, us and such stockholders, including certain of our directors and holders of more than 5% of our capital stock with respect to certain

matters, as indicated in the footnotes below. Other than an outstanding proxy that survives this offering, the proxies only become effective upon the closing of this offering. We do not believe that the parties to these proxies constitute a "group" under Section 13 of the Securities Exchange Act of 1934, as amended, as Mr. Szulczewski exercises voting control over these shares. For more information about the proxies, see the section titled "Description of Capital Stock—Voting Agreements."

(4) Consists of 371,660 shares of Class A common stock held by Mr. Emanuel and 25,000 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Emanuel also holds 75,000 unvested restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(5) Consists of (i) 705,700 shares of Class B common stock and 250,000 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020 beneficially owned by Mr. Lonsdale, (ii) 46,541,100 shares of Class A common stock, 5,800,630 shares of Class B common stock and 9,866,400 shares of Class A common stock issuable upon exercise of a Series B redeemable convertible preferred stock warrant held by Formation8 Partners Fund I. L.P., (iii) 2,049,960 shares of Class A common stock and 772,570 shares of Class B common stock held by 8VC Co-Invest Fund, I, L.P., (iv) 5,399,550 shares of Class A common stock held by F8 StarLight SPV, L.P., (v) 1,579,080 shares of Class A common stock held by F8 StarLight SPV II, L.P., (vi) 1,470,940 shares of Class A common stock held by Anduin I, L.P., and (vii) 2,447,770 shares of Class A common stock held by CL SPV, L.P. Mr. Lonsdale, a member of our board of directors holds shared voting and investment power with respect to Formation8 Partners Fund I. L.P., F8 StarLight SPV, L.P. and F8 StarLight SPV II, L.P. and ultimate voting and investment power with respect to the securities held by 8VC Co-Invest Fund, I, L.P., Anduin I, L.P., and CL SPV, L.P., and disclaims beneficial ownership of the shares held by such entities except to the extent of his pecuniary interests therein. The address for Mr. Lonsdale is c/o 8VC, Pier 5, Suite 101, San Francisco, CA 94111. 7,278,900 shares of our Class B common stock held by 8VC Co-Invest Fund I, L.P., Formation8 Partners Fund I, L.P., and Mr. Lonsdale and 250,000 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020 beneficially owned by Mr. Lonsdale, collectively, are subject to a proxy in favor of Mr. Szulczewski referred to in footnote (3) above.

(6) Consists of (i) 1,400,000 shares of Class B common stock and (ii) 16,359,230 shares of Class A common stock held by General Atlantic (WI), L.P. ("GA WI"). The limited partners that share beneficial ownership of the shares held by GA WI are the following General Atlantic investment funds (the "GA Funds"): General Atlantic Partners 100, L.P. ("GAP 100"), General Atlantic Partners (Bermuda) EU, L.P. ("GAP EU"), General Atlantic Partners (Lux) SCSp ("GAP Lux"), GAP Coinvestments III, LLC ("GAPCO III"), GAP Coinvestments IV, LLC ("GAPCO IV"), GAP Coinvestments V, LLC ("GAPCO V") and GAP Coinvestments CDA, L.P. ("GAPCO CDA").
The general partner of GA WI is General Atlantic (SPV) GP, LLC ("GA SPV"). The general partner of GAP Lux is General Atlantic GenPar (Lux) ScSp ("GA GenPar Lux") and the general partner of GA GenPar Lux is General Atlantic (Lux) S.à r.l. ("GA Lux"). The general partner of GAP Bermuda EU and the sole shareholder of GA Lux is General Atlantic GenPar (Bermuda), L.P. ("GenPar Bermuda"). GAP (Bermuda) Limited ("GAP (Bermuda) Limited") is the general partner of GenPar Bermuda. The general partner of GAP 100 is General Atlantic GenPar, L.P. ("GA GenPar") and the general partner of GA GenPar is General Atlantic LLC ("GA LLC"). GA LLC is the managing member of GAPCO III, GAPCO IV and GAPCO V, the general partner of GAPCO CDA and is the sole member of GA SPV. There are eight members of the management committee of GA LLC (the "GA Management Committee"). The members of the GA Management Committee are also the members of the management committee of GAP (Bermuda) Limited. GA LLC, GA GenPar, GAP (Bermuda) Limited, GenPar Bermuda, GA Lux, GA GenPar Lux, GA SPV and the GA Funds (collectively, the "GA Group") are a "group" within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934, as amended. The mailing address of the foregoing General Atlantic entities (other than GAP Bermuda EU, GAP Lux, GA GenPar Lux, GA Lux, GenPar Bermuda and GAP (Bermuda) Limited) is c/o General Atlantic Service Company, L.P., 55 East 52nd Street, 33rd Floor, New York, NY 10055. The mailing address of GAP Bermuda EU, GenPar Bermuda, and GAP (Bermuda) Limited is Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. The mailing address for GAP Lux, GA GenPar Lux and GA Lux is Luxembourg is 412F, Route d'Esch, L-2086 Luxembourg.
Each of the members of the GA Management Committee disclaims ownership of the shares except to the extent that he has a pecuniary interest therein. Mr. Syed is a Managing Director of GA LLC and serves as a director of the Company. Mr. Syed disclaims ownership of all such shares except to the extent that he has a pecuniary interest therein.

(7) Ms. Tilenius holds 111,110 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(8) Consists of (i) 556,140 shares of Class A common stock and 97,520 shares of Class B common stock held by GGV Capital IV Entrepreneurs Fund L.P., (ii) 26,229,210 shares of Class A common stock and 4,599,080 shares of Class B common stock held by GGV Capital IV L.P., and (iii) 6,555,290 shares of Class A common stock held by GGV Capital Select L.P. GGV Capital IV L.L.C. is the general partner of GGV Capital IV Entrepreneurs Fund L.P. and GGV Capital IV L.P. The general partner of GGV Capital Select L.P. is GGV Capital Select L.L.C. Mr. Tung, a member of our board of directors, is a Managing Partner of GGV Capital V L.L.C. and GGV Capital Select L.L.C. and therefore, may be deemed to share voting and investment power with regard to the securities held directly such entities. The address for Mr. Tung is c/o GGV Capital, 3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, California 94025. Please see footnote (17) below for a description of proxies entered into by certain of the funds listed herein.

(9) Ms. Reses was appointed to our board of directors in December 2020 to be effective upon the closing of this offering.

(10) Consists of 2,580,640 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Bahri also holds 2,051,330 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(11) Consists of 395,580 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Shah also holds 663,980 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(12) Consists of 279,000 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020 and 129,830 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Chuang also holds 199,280 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(13) Consists of 44,220 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Liu also holds 191,670 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(14) Consists of (i) 121,426,160 shares of Class A common stock beneficially owned by our directors and named executive officers, (ii) 65,930,340 shares of Class B common stock beneficially owned by our directors and named executive officers, and (iii) 56,648,700 shares of Class B common stock issuable to our directors and named executive officers upon exercise of outstanding stock options and vesting and settlement of RSUs exercisable or issuable within 60 days of October 31, 2020. The directors and officers also hold 6,686,200 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(15) Represents (i) 34,403,400 shares of Class A common stock held by DST Global IV, L.P., (ii) 6,478,250 shares of Class A common stock held by DST Global IV Co-Invest, L.P., (iii) 16,195,640 shares of Class A common stock held by DST Global V, L.P., (iv) 28,585,330 shares of Class A common stock held by DST Investments XI, L.P., (v) 13,524,220 shares of Class A common stock held by DST Investments XV, L.P., and (vi) 4,608,540 shares of Class A common stock held by DST Investments XVI, L.P. We refer to DST Global IV, L.P., DST Global IV Co-Invest, L.P., DST Global V, L.P., DST Investments XI, L.P., DST Investments XV, L.P., and DST Investments XVI, L.P. as DST Global. The DST Global limited partnerships are each controlled by their respective general partner, DST Managers Limited or DST Managers V Limited (collectively, the "DST Global General Partners"). The DST Global General Partners, as applicable, hold ultimate voting and investment power over the shares held by the DST Global. Despoina Zinonos is the President of each of the DST Global General Partners. The address for DST Global is c/o Trident Trust Company (Cayman) Limited, One Capital Place, PO Box 847, Grand Cayman, KY1-1103, Cayman Islands.

(16) Represents of (i) 661,510 shares of Class A common stock held of record by The Founders Fund V Entrepreneurs Fund, LP (FF-VE), (ii) 12,572,820 shares of Class A common stock held of record by The Founders Fund V Principals Fund, LP (FF-VP), (iii) 46,739,070 shares of Class A common stock held of record by The Founders Fund V, LP (FF-V), and (iv) 702,540 shares of Class B common stock and 1,801,180 shares of Class A common stock held of record by FF Wish VI, LLC (FF-Wish). Peter Thiel and Brian Singerman have shared voting and investment power over the shares held by each of FF-VE, FF-VP and FFV. Peter Thiel, Brian Singerman and Keith Rabois have shared voting and investment power over the shares held by FF-Wish. The address of each of the entities identified in this footnote is One Letterman Drive, Building D, 5th Floor, San Francisco, California 94129.

(17) Represents (i) 46,541,100 shares of Class A common stock, 5,800,630 shares of Class B common stock and 9,866,400 shares of Class A common stock issuable upon exercise of a Series B redeemable convertible preferred stock warrant held by Formation8 Partners Fund I, L.P., (ii) 5,399,550 shares of Class A common stock held by F8 StarLight SPV, L.P., and (iii) 1,579,080 shares of Class A common stock held by F8 StarLight SPV II, L.P. We refer to the entities listed above as the Formation8 Entities. Formation8 GP, LLC has sole voting and dispositive power with regard to the shares held by the Formation8 Entities. The managing members of Formation8 GP, LLC are James Kim, Brian Koo and Mr. Lonsdale. The managing members of Formation8 GP, LLC disclaim beneficial ownership of the shares held by the Formation8 Entities except to the extent of their pecuniary interests therein. The address for the Formation8 entities is 4962 El Camino Real, Suite 212, Los Altos, California 94022. Please see footnote (5) above for a description of proxies entered into by certain of the funds listed herein.

(18) Consists of (i) 556,140 shares of Class A common stock and 97,520 shares of Class B common stock held by GGV Capital IV Entrepreneurs Fund L.P., (iii) 26,229,210 shares of Class A common stock and 4,599,080 shares of Class B common stock held by GGV Capital IV L.P. and (ii) 6,555,290 shares of Class A common stock held by GGV Capital Select L.P. GGV Capital IV L.L.C. is the general partner of GGV Capital IV Entrepreneurs Fund L.P. and GGV Capital IV L.P. The general partner of GGV Capital Select L.P. is GGV Capital Select L.L.C. Mr. Tung, a member of our board of directors, is a Managing Director of GGV Capital IV L.L.C. and GGV Capital Select L.L.C. and therefore, may be deemed to share voting and investment power with regard to the securities held directly such entities. Mr. Tung disclaims beneficial ownership of such shares except to the extent of his pecuniary interest in such shares. The address for Mr. Tung is c/o GGV Capital, 3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, California 94025. 4,696,600 shares of our Class B common stock held by GGV Capital IV L.P. and GGV Capital IV Entrepreneurs Fund L.P., collectively, are subject to a proxy in favor of Mr. Szulczewski referred to in footnote (3) above.

(19) Represents 26,834,880 shares of Class A common stock held by Republic Technologies Pte. Ltd. ("Republic Technologies"). Republic Technologies is a direct wholly-owned subsidiary of Seletar Investments Pte. Ltd. ("Seletar"), which in turn is a direct wholly-owned subsidiary of Temasek Capital (Private) Limited ("Temasek Capital"), which in turn is a direct wholly-owned subsidiary of Temasek Holdings (Private) Limited ("Temasek Holdings"), the ultimate beneficial holder, Temasek Holdings is wholly-owned by the Singapore Minister for Finance. Under the Singapore Minister for Finance (Incorporation) Act (Chapter 183), the Minister for Finance is a body corporate. In such capacities, each of Seletar, Temasek

Capital, and Temasek Holdings may be deemed to have voting and dispositive power over the shares held by Republic Technologies. The address for these entities is 60B Orchard Road, #06-18 Tower 2, TheAtrium@Orchard, Singapore 233891.

(20) Consists of (i) 534,320 shares of Class B common stock held by Mr. Zhang, (ii) 21,310,890 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020, (ii) 4,025,050 shares of Class B common stock issuable upon vesting and settlement of restricted stock units exercisable within 60 days of October 31, 2020, and (iii) 821,030 shares of Class B common stock held by Sheng Zhang, trustee of the ZLZ Trust. Mr. Zhang also holds 271,580 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

DESCRIPTION OF CAPITAL STOCK

This section contains a description of our capital stock and the material provisions of our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the completion of this offering and is qualified by reference to the forms of our amended and restated certificate of incorporation and our amended and restated bylaws filed as exhibits to the registration statement relating to this prospectus, and by the applicable provisions of Delaware law.

General

Upon the completion of this offering, our amended and restated certificate of incorporation will authorize 100,000,000 shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Upon the completion of this offering, our authorized capital stock will consist of 3,600,000,000 shares, all with a par value of $0.0001 per share, of which:

- 3,000,000,000 shares are designated as Class A common stock;
- 500,000,000 shares are designated as Class B common stock; and
- 100,000,000 shares are designated as preferred stock.

As of September 30, 2020, and after giving effect to the automatic conversion of all of our outstanding redeemable convertible preferred stock into Class A common stock in connection with this offering and the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, as if such reclassification had occurred immediately prior to the completion of this offering, there were outstanding:

- 421,691,920 shares of our Class A common stock held of record by 135 stockholders;
- 108,859,160 shares are designated as Class B common stock held of record by 89 stockholders;
- 74,943,650 shares of our Class B common stock issuable upon exercise of outstanding stock options;
- 50,235,160 shares of our Class B common stock subject to outstanding RSUs;
- a warrant to purchase 9,866,400 shares of our Class A common stock; and
- a warrant to purchase 550,000 shares of our Class B common stock.

The number of shares of Class A common stock to be issued to the holders of Series H redeemable convertible preferred stock depends, in part, on the initial public offering price of our Class A common stock. See the section titled “Capitalization—Series H Redeemable Convertible Preferred Stock Additional Issuance.”

Common Stock

We have two classes of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting, conversion and transfer rights.

Dividend Rights

Subject to preferences that may apply to shares of preferred stock outstanding at the time, the holders of outstanding shares of our common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and only then

at the times and in the amounts that our board of directors may determine. Under Delaware law, we can only pay dividends either out of "surplus" or out of the current or the immediately preceding year's net profits. Surplus is defined as the excess, if any, at any given time, of the total assets of a corporation over its total liabilities and statutory capital. The value of a corporation's assets can be measured in a number of ways and may not necessarily equal their book value. See the section titled "Dividend Policy" for more information.

Voting Rights

The holders of our Class B common stock are entitled to 20 votes per share, and holders of our Class A common stock are entitled to one vote per share. The holders of our Class A common stock and Class B common stock vote together as a single class, unless otherwise required by law or our amended and restated certificate of incorporation.

Our amended and restated certificate of incorporation will provide as long as any shares of Class B common stock remain outstanding, we shall not, without the prior affirmative vote of the holders of a majority of the outstanding shares of Class B common stock, voting as a separate class, in addition to any other vote required by applicable law or our amended and restated certificate of incorporation:

- amend, alter, or repeal any provision of our amended and restated certificate of incorporation or amended and restated bylaws that modifies the voting, conversion or other powers, preferences, or other special rights or privileges, or restrictions of our Class B common stock; or
- reclassify any of our outstanding shares of Class A common stock into shares having rights as to dividends or liquidation that are senior to our Class B common stock or the right to more than one (1) vote for each share thereof.

Delaware law or our amended and restated certificate of incorporation could require either holders of our Class A common stock or our Class B common stock to vote separately as a single class in the following circumstances:

- if we were to seek to amend our amended and restated certificate of incorporation to increase the authorized number of shares of a class of stock, or to increase or decrease the par value of a class of stock, then that class would be required to vote separately to approve the proposed amendment; and
- if we were to seek to amend our amended and restated certificate of incorporation in a manner that alters or changes the powers, preferences or special rights of a class of stock in a manner that affected its holders adversely, then that class would be required to vote separately to approve the proposed amendment.

The holders of common stock will not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting power of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election. Except for the election of directors, if a quorum is present, an action on a matter is approved if it receives the affirmative vote of the holders of a majority of the voting power of the shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on the matter, unless otherwise required by applicable law, the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws. The election of directors will be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote, meaning that the nominees with the greatest number of votes cast, even if less than a majority, will be elected. The rights, preferences and privileges of holders of common stock are subject to, and may be impacted by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

No Preemptive or Similar Rights

Except for the conversion provisions with respect to our Class B common stock described below, holders of our common stock have no preemptive or conversion rights or other subscription rights, and there are no redemption or sinking fund provisions applicable to our common stock.

Right to Receive Liquidation Distributions

Upon our dissolution, liquidation or winding-up, the assets legally available for distribution to our stockholders are distributable ratably among the holders of our common stock, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights and payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Conversion of our Class B Common Stock

Each share of our Class B common stock is convertible at any time at the option of the holder into one share of our Class A common stock. Each share of our Class B common stock will convert automatically into one share of our Class A common stock upon any transfer, whether or not for value, except certain transfers described in our amended and restated certificate of incorporation. Upon the death or permanent incapacity of each holder of Class B common stock who is a natural person, the Class B common stock held by that person or his or her permitted estate planning entities will convert automatically into Class A common stock. However, shares of Class B common stock held by Mr. Szulczewski or his permitted estate planning entities or other permitted transferees will not convert automatically into Class A common stock until a time that is between 90 and 270 days after his death or permanent incapacity, as determined by the board of directors.

In addition, all shares of Class B common stock will automatically convert into shares of Class A common stock on the earlier of (i) the 7-year anniversary of the closing date of this offering, (ii) the date on which the number of outstanding shares of Class B common stock represents less than 5% of the aggregate combined number of outstanding shares of Class A common stock and Class B common stock, (iii) the date specified by a vote of the holders of a majority of the then outstanding shares of Class B common stock and (iv) a date that is between 90 and 270 days, as determined by the board of directors, after the death or permanent incapacity of Mr. Szulczewski.

Once transferred and converted into Class A common stock, the Class B common stock will not be reissued.

No Further Issuances of our Class B Common Stock

Our amended and restated certificate of incorporation provides that we shall not issue any additional shares of Class B common stock, other than issuances pursuant to the exercise or settlement of rights outstanding as of the closing of this offering, unless such issuance is approved by the affirmative vote of the holders of a majority of the then outstanding shares of our Class B common stock. No further shares of our Class B common stock may be issued after the final conversion of our Class B common stock into Class A common stock.

Preferred Stock

Upon the completion of this offering, no shares of preferred stock will be outstanding, but we will be authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions. Our board of directors also can increase or decrease the

number of shares of any series, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and may adversely affect the market price of our common stock and the voting and other rights of the holders of common stock. We have no current plan to issue any shares of preferred stock.

Options

As of September 30, 2020, we had options to purchase 74,943,650 shares of our Class B common stock outstanding under our 2010 Stock Plan with a weighted-average price per share of $0.234.

RSUs

As of September 30, 2020, we had 50,235,160 shares of Class B common stock subject to RSUs outstanding pursuant to our 2010 Stock Plan. Subsequent to September 30, 2020, we awarded 1,853,420 RSUs under our 2010 Stock Plan, not including the 10,021,500 RSUs subject to the CEO Performance Award.

Warrants

As of September 30, 2020, we had outstanding an immediately exercisable warrant to purchase 9,866,400 shares of our Series B redeemable convertible preferred stock at an exercise price of $0.00001 per share, (the “Series B Warrant”). The Series B Warrant is only exercisable one day prior to the earliest to occur of (a) the consummation of our first public offering (including this offering) pursuant to an effective registration statement under the Securities Act, or (b) the consummation of a Liquidation Event as defined in our currently existing restated certificate of incorporation. The warrant is subject to a cashless exercise mechanism

Additionally, as of September 30, 2020, we had an outstanding immediately exercisable warrant to purchase 550,000 shares of our Class B common stock at an exercise price of $0.149 per share. The warrant is subject to a cashless exercise mechanism.

Proxy Agreements

Our founder, Chief Executive Officer, and Chairperson, Peter Szulczewski, has entered into proxy agreements with certain of our stockholders that become effective upon the closing of this offering. Mr. Szulczewski previously entered into a currently effective proxy agreement that survives the closing of this offering.

Under both proxy agreements, Mr. Szulczewski is granted an irrevocable proxy on all matters submitted to a vote of stockholders at a meeting or through the solicitation of written consent of stockholders. One form of the proxy agreement terminates upon (i) the liquidation, dissolution or winding up of our business; (ii) the execution by us of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of our property and assets; (iii) in the sole discretion of Mr. Szulczewski, with his express written consent; (iv) at such time as none of our Class B common stock remains outstanding; or (v) the death or incapacity of Mr. Szulczewski. Additionally, the shares of our Class B common stock subject to such form of proxy agreement are released from such proxy upon transfer or sale of such shares, subject to limited exceptions. Mr. Lonsdale and certain

affiliated entities, as well as entities affiliated with GGV Capital and 137 Ventures, are parties to this type of proxy agreement. These form of proxy agreements together cover, as of October 31, 2020, 26,131,290 shares of our outstanding Class B common stock, which will represent approximately 19.7% of the outstanding voting power of our capital stock after our initial public offering.

The second type of proxy agreement terminates after certain disqualification or succession events and covers 1,999,830 shares of Class A common stock and 1,060,600 shares of Class B common stock, which will represent less than one percent of the outstanding voting power of our capital stock after our initial public offering.

Registration Rights

Following the completion of this offering, holders of an aggregate of 421,691,920 shares of our common stock will have registration rights. These shares are referred to as registrable securities. The holders of these registrable securities possess registration rights pursuant to the terms of our amended and restated investors' rights agreement dated March 18, 2019, as amended (the "investors' rights agreement"), which terms are described in additional detail below.

Demand Registration Rights

Under our investors' rights agreement, at any time commencing on the earlier of (i) June 9, 2021 and (ii) the date that is 180 days following the effective date of our first registration statement, upon the written request of the holders of not less than 50% of the registrable securities then outstanding that we file a registration statement under the Securities Act with an anticipated aggregate price to the public of at least $15 million, we will be obligated to use our commercially reasonable efforts to register the sale of all registrable securities that holders may request in writing to be registered within 20 days of the mailing of a notice by us to all holders of such registration. We are required to effect no more than two registration statements that are declared or ordered effective, subject to certain exceptions. We may postpone the filing of a registration statement for up to 90 days no more than once in any 12-month period if in the good faith judgment of our board of directors such registration would be seriously detrimental to us, and we do not file another registration statement on our account or that of any other stockholder during such 90 day period.

Piggyback Registration Rights

If we register any of our securities for public sale, we will be obligated to use all commercially reasonable efforts to register all registrable securities that the holders of such securities request in writing be registered within 20 days of mailing of notice by us to all holders of the proposed registration. However, this right does not apply to a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities or a registration relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act. The managing underwriter of any underwritten offering will have the right to limit, due to marketing reasons, the number of shares registered by these holders to 30% of the total shares covered by the registration statement, except for in this offering, in which these holders may be excluded entirely if the underwriters determine that the sale of their shares may jeopardize the success of the offering.

Form S-3 Registration Rights

At any time commencing on the date that is 180 days following the effective date of our first registration statement, the holders of the registrable securities can request that we register all or a portion of their shares on Form S-3 if we are eligible to file a registration statement on Form S-3 and the aggregate price to the public of the shares offered is at least $5 million. We are required to file no

more than one registration statement on Form S-3 per 12-month period upon exercise of these rights, subject to certain exceptions. We may postpone the filing of a registration statement for up to 90 days once in any 12-month period if in the good faith judgment of our board of directors such registration would be seriously detrimental to us, and we do not register any other securities for our account or the account of any other stockholder during such 90-day period.

Additionally, we are required, once we become eligible to register securities on Form S-3, to use commercially reasonable efforts to qualify the registrable securities for registration on a delayed or continuous basis on Form S-3 pursuant to Rule 415 under the Securities Act. Holders of registrable securities may, no more than twice in a 12-month period, elect to sell registrable securities pursuant to such registration on a delayed or continuous basis, including up to once in a 12-month period through an underwritten offering.

Registration Expenses

We will pay all expenses (other than underwriting discounts, selling commissions and stock transfer taxes) of the holders incurred in connection with each of the registrations described above, subject to certain limitations. However, we will not pay for any expenses of any demand or Form S-3 registration if the request is subsequently withdrawn at the request of the holders of a majority of the registrable securities to be registered, subject to limited exceptions.

Termination of Registration Rights

The registration rights described above will survive this offering and will terminate upon a liquidation event or as to any stockholder at such time as all of such stockholder's securities (together with any affiliate of the stockholder with whom such stockholder must aggregate its sales) could be sold pursuant to Rule 144 of the Securities Act, but in any event no later than the third-year anniversary of this offering.

Anti-Takeover Provisions

Section 203 of the Delaware General Corporation Law

Upon the completion of this offering, we will be governed by the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. This section prevents some Delaware corporations from engaging, under some circumstances, in a business combination, which includes a merger or sale of at least 10% of the corporation's assets with any interested stockholder, meaning a stockholder who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of the corporation's outstanding voting stock, unless:

- the transaction is approved by the board of directors prior to the time that the interested stockholder became an interested stockholder; or
- subsequent to such time that the stockholder became an interested stockholder the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders by at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

A Delaware corporation may "opt out" of these provisions with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or amended and restated bylaws resulting from a stockholders' amendment approved by a majority of the outstanding voting shares. We have not opted out of these provisions. As a result, mergers or other takeover or change in control attempts of us may be discouraged or prevented.

Certificate of Incorporation and Bylaw Provisions

Upon the completion of this offering, our amended and restated certificate of incorporation and our amended and restated bylaws will include a number of provisions that may have the effect of deterring hostile takeovers or delaying or preventing changes in control of our management team, including the following:

- *Dual Class Stock*. As described above in "—Common Stock—Voting Rights," our amended and restated certificate of incorporation will provide for a dual class common stock structure pursuant to which holders of our Class B common stock will have the ability to control the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A and Class B common stock, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets. Current investors, executives, and employees will have the ability to exercise significant influence over those matters.
- *Separate Class B Vote for Certain Transactions.* Our amended and restated certificate of incorporation provides that so long as our outstanding shares of Class B common stock represent 25% or more of the total voting power of the company, any transaction that would result in a change in control of our company will require the approval of a majority of our outstanding Class B common stock voting as a separate class. This provision could delay or prevent the approval of a change in control that might otherwise be approved by a majority of outstanding shares of our Class A and Class B common stock voting together on a combined basis.
- *Supermajority Approvals*. Our amended and restated certificate of incorporation and amended and restated bylaws do provide that certain amendments to our amended and restated certificate of incorporation or amended and restated bylaws by stockholders will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A and Class B common stock. This will have the effect of making it more difficult to amend our amended and restated certificate of incorporation or amended and restated bylaws to remove or modify certain provisions.
- *Board of Directors Vacancies*. Our amended and restated certificate of incorporation and amended and restated bylaws authorize only our board of directors to fill vacant directorships. In addition, the number of directors constituting our board of directors is set only by resolution adopted by a majority vote of our entire board of directors. These provisions restricting the filling of vacancies will prevent a stockholder from increasing the size of our board of directors and gaining control of our board of directors by filling the resulting vacancies with its own nominees.
- *Classified Board*. Our board of directors will not initially be classified. At any time after our first annual meeting of stockholders, when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our board of directors will be classified into three classes of directors with staggered three-year terms and directors will only be able to be removed from office for cause. The existence of a classified board could delay a successful tender offeror from obtaining majority control of our board of directors, and the prospect of that delay might deter a potential offeror.
- *Stockholder Action; Special Meeting* of *Stockholders*. Our amended and restated certificate of incorporation provides that stockholders may not call special meetings of stockholders, but that stockholders will be able to take action by written consent. At any time after the Company's first annual meeting of stockholders, when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our stockholders will no longer be able to take action by written consent, and will only be able to take action at annual or special meetings of our stockholders. Stockholders will not be permitted to cumulate their votes for the election of directors.

- *Advance Notice Requirements for Stockholder Proposals and Director Nominations*. Our amended and restated bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at any meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder's notice. These provisions may preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our meetings of stockholders.
- *Issuance of Undesignated Preferred Stock*. Our board of directors will have the authority, without further action by the holders of common stock, to issue up to 100,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by the board of directors. The existence of authorized but unissued shares of preferred stock will enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise.

Choice of Forum

Upon the completion of this offering, our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, any action to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. Our certificate of incorporation will also provide that the U.S. federal district courts will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Some companies that adopted a similar federal district court forum selection provision were subject to a suit in the Chancery Court of Delaware by stockholders who asserted that the provision is not enforceable. While the Delaware Supreme Court held that such federal district court forum selection provision was in fact valid, there can be no assurance that federal courts or other state courts will follow the holding of the Delaware Supreme Court or determine that the our federal district court forum selection provision should be enforced in a particular case.

These choice of forum provisions do not apply to actions brought to enforce a duty or liability created by the Exchange Act. We intend for the choice of forum provision regarding claims arising under the Securities Act to apply despite the fact that Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all actions brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. There is uncertainty as to whether a court would enforce such provision with respect to claims under the Securities Act, and our stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our Class A common stock will be American Stock Transfer & Trust Company, LLC. The transfer agent's address is 6201 15th Avenue, Brooklyn, NY 11219, and its telephone number is (718) 921-8200.

Listing

We have applied to have our Class A common stock listed on the Nasdaq Global Select Market under the symbol "WISH."

SHARES ELIGIBLE FOR FUTURE SALE

Before this offering, there has not been a public market for shares of our Class A common stock. Future sales of substantial amounts of shares of our Class A common stock, including shares issued upon the settlement of RSUs and exercise of outstanding options, in the public market following this offering or the possibility of these sales occurring, could cause the prevailing market price for our Class A common stock to fall or impair our ability to raise equity capital in the future.

Following this offering, we will have 477,558,320 outstanding shares of our Class A common stock (giving effect to the Warrant Net Exercise but not giving effect to the issuance of the Series H Redeemable Convertible Preferred Stock Additional Issuance Shares) and 108,859,160 shares of our Class B common stock, based on the number of shares outstanding as of September 30, 2020. Of these outstanding shares, all of the 46,000,000 shares of Class A common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, can only be sold in compliance with Rule 144. Shares of our Class B common stock are convertible into an equivalent number of shares of our Class A common stock and generally convert into shares of our Class A common stock upon transfer. In addition, we expect to issue up to 30,650,720 shares of our Class B common stock upon the settlement of RSUs on February 15, 2021, and the holders of these RSUs will be able to sell a number of shares to fund the tax withholding obligations that would be payable upon such settlement.

The remaining shares of common stock that are not sold in this offering will be “restricted securities,” as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which are summarized below.

In addition, substantially all of our security holders have entered into market standoff agreements with us or lock-up agreements with the underwriters under which they have agreed, subject to specific exceptions, not to sell any of our capital stock until at least 181 days after the date of this prospectus, as described below. As a result of these agreements and the provisions of our investors' rights agreement described above under “Description of Capital Stock—Registration Rights”, subject to the provisions of Rule 144 or Rule 701, shares will be available for sale in the public market as follows:

- beginning on the date of this prospectus, the shares of Class A common stock sold in this offering will be immediately available for sale in the public market;
- beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering, (i) approximately 21,081,290 shares of our Class B common stock that are subject to RSUs of which the service condition is expected to be satisfied as of December 31, 2020 (not including RSUs held by our Mr. Szulczewski, our founder, CEO, and Chairperson) and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 130,260,473 shares of common stock or common stock underlying derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options, but not including securities held by Mr. Szulczewski, our founder, CEO, and Chairperson (other than shares of Class B common stock that Mr. Szulczewski may sell solely to cover taxes due upon settlement of RSUs in accordance with the terms of his Lock-Up Agreement)) will be eligible for sale in the public market, of which 89,841,300 shares will be held by affiliates and subject to the volume and other restrictions of Rule 144, as described below, and as set forth in the section titled “—Lock-Up and Market Standoff Agreements”;

- beginning on the earlier to occur of (i) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and (ii) the 181st day after the date of this prospectus, the remainder of our securities will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below, and as set forth in the section titled "—Lock-Up and Market Standoff Agreements"; and
- the remainder of the shares will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below.

Of the 74,943,650 shares of our Class B common stock that were subject to stock options outstanding as of September 30, 2020, all options were vested as of September 30, 2020 and the Class B common stock underlying such options will be eligible for sale approximately six months after the date of this prospectus. We expect an additional 4,238,920 shares of Class B common stock to be delivered upon the settlement of RSUs between the earlier to occur of (i) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and (ii) the 181st day after the date of this prospectus, and June 30, 2021, which shares would be eligible for sale in the public market immediately following settlement.

Lock-Up and Market Standoff Agreements

Our officers, directors and holders of substantially all of our outstanding securities have agreed with the underwriters not to, among other things, dispose of any of our common stock or securities convertible into or exchangeable for shares of our common stock during the 180-day period following the date of this prospectus, subject to earlier termination commencing on the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and other early termination provisions, each as described below, except with the prior written consent of Goldman Sachs & Co. LLC, subject to certain exceptions. In addition, substantially all other holders of our common stock, RSUs, options and warrants have previously entered into market stand-off agreements with us not to sell or otherwise transfer any of their common stock or securities convertible into or exchangeable for shares of common stock for a period that extends until 181 days after the date of this prospectus subject to the early termination provisions described below.

The lock-up and market standoff agreements provide that:

(a) (i) all shares of our Class B common stock that are subject to RSUs of which the service condition is satisfied as of December 31, 2020, which represents 21,081,290 shares of our Class B common stock, and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 25% of the shares of common stock or common stock underlying outstanding derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options), which represents 130,260,473 shares of our common stock, may be sold beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering (provided that these early termination provisions in this paragraph (a) do not apply to securities held by Mr. Szulczewski, our founder, CEO, and Chairperson, provided that Mr. Szulczewski may sell shares of our Class B common stock solely to satisfy tax withholding obligations due upon settlement of his RSUs; and

(b) all of our remaining outstanding securities may be sold commencing on the earlier of (i) 181 days following the date of this prospectus and (ii) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering.

Rule 144

In general, under Rule 144 as currently in effect, a person who has beneficially owned shares of our restricted common stock for at least six months would be entitled to sell their securities provided that such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale, and we are subject to the periodic reporting requirements of the Exchange Act, for at least 90 days before the sale. In addition, under Rule 144, any person who is not an affiliate of ours and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon the completion of this offering without regard to whether current public information about us is available. Persons who have beneficially owned shares of our restricted common stock for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of common shares then outstanding, which will equal approximately 5,864,175 shares immediately after this offering assuming no exercise of the underwriters' option to purchase additional shares, based on the number of common shares outstanding as of September 30, 2020; or
- the average weekly trading volume of our common shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days, before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Any of our service providers who purchased shares under a written compensatory plan or contract prior to this offering may be entitled to rely on the resale provisions of Rule 701. Rule 701, as currently in effect, permits resales of shares, including by affiliates, in reliance upon Rule 144 but without compliance with certain restrictions, including the holding period requirement, of Rule 144. Rule 701 further provides that non-affiliates may sell such shares in reliance on Rule 144 without having to comply with the public information, volume limitation or notice provisions of Rule 144. All holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling such shares if such resale is done under Rule 701. All Rule 701 shares are, however, subject to lock-up and market standoff agreements and will only become eligible for sale upon the expiration of these lock-up and market standoff agreements.

Registration Rights

Upon completion of this offering, the holders of 421,691,920 shares of our common will be entitled to rights with respect to the registration of the sale of common stock under the Securities Act. See the section titled “Description of Capital Stock—Registration Rights”. All such shares are covered by lock-up and market standoff agreements. Following the expiration of the lock-up and market standoff period, registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by our affiliates.

Form S-8 Registration Statements

We intend to file a registration statement on Form S-8 under the Securities Act covering all of the shares of common stock subject to options outstanding and RSUs, as well as reserved for future issuance, under our stock plans. We expect to file this registration statement as soon as practicable after this offering. However, none of the shares registered on Form S-8 will be eligible for resale until the expiration of the lock-up and market standoff agreements to which they are subject.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF OUR CLASS A COMMON STOCK

The following is a general discussion of the material U.S. federal income tax considerations applicable to non-U.S. holders (as defined below) with respect to their ownership and disposition of shares of our Class A common stock issued pursuant to this offering. For purposes of this discussion, a non-U.S. holder means a beneficial owner of our Class A common stock (other than an entity or arrangement that is treated as a partnership or pass-through entity for U.S. federal income tax purposes) that is not, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more "U.S. persons," as defined under the Code, have the authority to control all substantial decisions of the trust or (ii) such trust has made a valid election to be treated as a U.S. person for U.S. federal income tax purposes under applicable U.S. Treasury Regulation.

This discussion is based on current provisions of the Code, existing, temporary and proposed Treasury Regulations promulgated thereunder, judicial opinions, published positions of the Internal Revenue Service (the "IRS") and other applicable authorities, each as in effect as of the date of this prospectus, and all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any such change or different interpretation could alter the tax considerations to non-U.S. holders described in this prospectus. In addition, there can be no assurance that the IRS will not challenge one or more of the tax considerations described in this prospectus. This discussion assumes that a non-U.S. holder holds shares of our Class A common stock as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment) for U.S. federal income tax purposes. This discussion does not address all aspects of U.S. federal income taxation that may be important to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances, nor does it address any aspects of the Medicare contribution tax on net investment income, any U.S. non-income taxes, such as estate or gift taxes, any U.S. alternative minimum taxes or any state, local or non-U.S. taxes. This discussion may not apply, in whole or in part, to particular non-U.S. holders in light of their individual circumstances or to holders subject to special treatment under the U.S. federal income tax laws (such as insurance companies, tax-exempt organizations, government organizations, financial institutions, brokers or dealers in securities, "controlled foreign corporations," "passive foreign investment companies," corporations that accumulate earnings to avoid U.S. federal income tax, tax-qualified retirement plans and "qualified foreign pension funds" as defined in Section 897(1)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds, non-U.S. holders that hold our Class A common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment and certain U.S. expatriates). If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our Class A common stock, the tax treatment of a partner therein will generally depend on the status of the partner and the activities of the partnership. Partners of a partnership holding our Class A common stock should consult their tax advisor as to the particular U.S. federal income tax consequences applicable to them

INVESTORS CONSIDERING THE PURCHASE OF OUR CLASS A COMMON STOCK SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S.

FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AND THE CONSEQUENCES OF U.S. FEDERAL NON-INCOME, STATE, LOCAL, OR NON-U.S. TAX LAWS AND TAX TREATIES.

Dividends

We have no present intention to make distributions on our Class A common stock. If we do pay dividends on shares of our Class A common stock, however, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Distributions in excess of our current and accumulated earnings and profits will constitute a return of capital that is applied against and reduces, but not below zero, a non-U.S. holder's adjusted tax basis in shares of our Class A common stock. Any amount distributed in excess of basis will be treated as capital gain and will be subject to the treatment described below under "—Gain on Sale or Other Disposition of Class A Common Stock." Any distributions will also be subject to the discussion below under "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act."

Any dividend paid to a non-U.S. holder on our Class A common stock that is not effectively connected with a non-U.S. holder's conduct of a trade or business in the United States will generally be subject to U.S. withholding tax at a 30% rate. The withholding tax might apply at a reduced rate, however, under the terms of an applicable income tax treaty between the United States and the non-U.S. holder's country of residence. You should consult your own tax advisors regarding your entitlement to benefits under a relevant income tax treaty. Generally, in order for us or our paying agent to withhold tax at a lower treaty rate, a non-U.S. holder must certify its entitlement to treaty benefits. A non-U.S. holder generally can meet this certification requirement by providing an appropriate and properly completed IRS Form W-8BEN, W-8BEN-E or other appropriate form (or any successor or substitute form thereof) to us or our paying agent. If the non-U.S. holder holds the stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to the holder's agent. The holder's agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty, you may obtain a refund or credit of any excess amounts withheld by filing an appropriate claim for a refund with the IRS in a timely manner.

Dividends received by a non-U.S. holder that are effectively connected with a U.S. trade or business conducted by the non-U.S. holder, and if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, are attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States, are generally not subject to U.S. withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements. To obtain this exemption, a non-U.S. holder must provide us or our paying agent with an IRS Form W-8ECI (or any successor form) properly certifying that the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States. Such effectively connected dividends, although not subject to withholding tax, are taxed at the same rates applicable to U.S. persons, net of certain deductions and credits. In addition, dividends received by a corporate non-U.S. holder that are effectively connected with a U.S. trade or business of the corporate non-U.S. holder may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable tax treaty.

Gain on Sale or Other Disposition of Class A Common Stock

Subject to the discussion below under "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act," non-U.S. holders will generally not be subject to U.S. federal

income tax on any gains realized on the sale, exchange or other disposition of our Class A common stock unless:

- the gain (i) is effectively connected with the conduct by the non-U.S. holder of a U.S. trade or business and (ii) if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States (in which case the special rules described below apply);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of the sale, exchange or other disposition of our Class A common stock, and certain other requirements are met (in which case the gain would be subject to a flat 30% tax, or such reduced rate as may be specified by an applicable income tax treaty, which may be offset by U.S. source capital losses of such non-U.S. holder, if any, provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses, even though the individual is not considered a resident of the United States); or
- the rules of the Foreign Investment in Real Property Tax Act ("FIRPTA") treat the gain as effectively connected with a U.S. trade or business.

The FIRPTA rules may apply to a sale, exchange or other disposition of our Class A common stock if we are, or were within the shorter of the five-year period preceding the disposition and the non-U.S. holder's holding period, a "U.S. real property holding corporation" ("USRPHC"). In general, we would be a USRPHC if interests in U.S. real estate comprised at least half of the value of our business assets. We do not believe that we are a USRPHC and we do not anticipate becoming one in the future. Even if we are or were to become a USRPHC, gain arising from the sale or other taxable disposition by a non-U.S. holder will not be subject to U.S. federal income tax if our Class A common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, and such non-U.S. holder owned, actually and constructively, 5% or less of our common stock throughout the shorter of the five-year period ending on the date of the sale or other taxable disposition or the non-U.S. holder's holding period.

If any gain from the sale, exchange or other disposition of our Class A common stock, (i) is effectively connected with a U.S. trade or business conducted by a non-U.S. holder and (ii) if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, is attributable to a permanent establishment or fixed base maintained by such non-U.S. holder in the United States, then the gain generally will be subject to U.S. federal income tax at the same rates applicable to U.S. persons, net of certain deductions and credits. If the non-U.S. holder is a corporation, under certain circumstances, that portion of its earnings and profits that is effectively connected with its U.S. trade or business, subject to certain adjustments, generally would be subject also to a "branch profits tax" at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty.

Backup Withholding and Information Reporting

We must report annually to the IRS and to each non-U.S. holder the amount of dividends paid to, and the tax withheld with respect to, each non-U.S. holder. These reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of this information reporting may also be made available under the provisions of a specific tax treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established.

A non-U.S. holder will generally be subject to backup withholding for dividends on our Class A common stock paid to such holder unless such holder certifies under penalties of perjury that, among

other things, it is a non-U.S. holder (and the payer does not have actual knowledge or reason to know that such holder is a U.S. person) or otherwise establishes an exemption. Generally, a non-U.S. holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN, W-8BEN-E, or W-8ECI (or successor form) or otherwise meets documentary evidence requirements for establishing that it is a non-U.S. holder. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above under the heading "—Dividends," will generally be exempt from U.S. backup withholding.

Information reporting and backup withholding generally are not required with respect to the amount of any proceeds from the sale or other disposition of our Class A common stock by a non-U.S. holder outside the United States through a foreign office of a foreign broker that does not have certain specified connections to the United States. However, if a non-U.S. holder sells or otherwise disposes of its shares of Class A common stock through a U.S. broker or the U.S. offices of a foreign broker, the broker will generally be required to report the amount of proceeds paid to the non-U.S. holder to the IRS and impose backup withholding on that amount unless such non-U.S. holder provides appropriate certification to the broker of its status as a non-U.S. holder (and the payer does not have actual knowledge or reason to know that such holder is a U.S. person) or otherwise establishes an exemption.

Backup withholding is not an additional income tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder generally may be credited against the non-U.S. holder's U.S. federal income tax liability, if any, or refunded, provided that the required information is furnished to the IRS in a timely manner. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them.

Foreign Account Tax Compliance Act

Under the Foreign Account Tax Compliance Act ("FATCA"), withholding tax of 30% applies to certain payments to foreign financial institutions, investment funds and certain other non-U.S. persons that fail to comply with certain information reporting and certification requirements pertaining to their direct and indirect U.S. securityholders and/or U.S. accountholders and do not otherwise qualify for an exemption. Under applicable Treasury Regulations and IRS guidance, this withholding currently applies to payments of dividends, if any, on, and, subject to the proposed Treasury Regulations discussed below, gross proceeds from the sale or other disposition of, our Class A common stock. An intergovernmental agreement between the United States and a foreign country may modify the requirements described in this paragraph.

While, beginning on January 1, 2019, withholding under FATCA would have applied to payments of gross proceeds from the sale or other disposition of our Class A common stock, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investment in our Class A common stock.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE POTENTIAL APPLICATION OF WITHHOLDING UNDER FATCA TO THEIR INVESTMENT IN OUR CLASS A COMMON STOCK. THE PRECEDING DISCUSSION OF U.S. FEDERAL TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY. IT IS NOT TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, GIFT, ESTATE, STATE, LOCAL, AND NON-U.S. TAX CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR CLASS A COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

UNDERWRITING

We and the underwriters named below have entered into an underwriting agreement with respect to the shares of our Class A common stock being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares indicated in the following table. Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, and BofA Securities, Inc. are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	
J.P. Morgan Securities LLC	
BofA Securities, Inc.	
Citigroup Global Markets Inc.	
Deutsche Bank Securities Inc.	
UBS Securities LLC	
RBC Capital Markets, LLC	
Credit Suisse Securities (USA) LLC	
Cowen and Company, LLC	
Oppenheimer & Co. Inc.	
Stifel, Nicolaus & Company, Incorporated	
William Blair & Company, L.L.C.	
Academy Securities, Inc.	
Loop Capital Markets LLC	
R. Seelaus & Co., LLC	
Total	46,000,000

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional 6,900,000 shares of our Class A common stock from us to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by us. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional 6,900,000 shares or our Class A common stock from us.

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We and our officers, directors, and holders of substantially all of our common stock and securities convertible into or exchangeable for our common stock have agreed or will agree with the underwriters, or have otherwise entered into market standoff agreements, subject to certain exceptions, not to dispose of or hedge any of our or their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, subject to certain exceptions and, with respect to our officers, directors and holders of substantially all of our securities, subject to early termination commencing on the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and other early termination provisions, each as further described below, except with the prior written consent of Goldman Sachs & Co. LLC. This agreement does not apply to any existing employee benefit plans. See the section titled "Shares Eligible for Future Sale" for a discussion of certain transfer restrictions.

The lock-up and market standoff agreements with our officers, directors and holders of substantially all of our securities provide that:

(a) (i) all shares of our Class B common stock that are subject to RSUs of which the service condition is satisfied as of December 31, 2020, which represents 21,081,290 shares of our Class B common stock, and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 25% of the shares of common stock or common stock underlying outstanding derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options), which represents 130,260,473 shares of our common stock, may be sold beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering (provided that these early termination provisions in this paragraph (a) do not apply to securities held by Mr. Szulczewski, our founder, CEO, and Chairperson); and

(b) all of our remaining outstanding securities may be sold commencing on the earlier of (i) 181 days following the date of this prospectus and (ii) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering.

Prior to the offering, there has been no public market for the shares of our Class A common stock. The initial public offering price has been negotiated between the company and the representatives. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be the company's historical performance, estimates of the business potential and earnings prospects of the company, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses.

We have applied to list our Class A common stock on the Nasdaq Global Select Market under the symbol "WISH."

In connection with the offering, the underwriters may purchase and sell shares of our Class A common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase

additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. “Naked” short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of Class A common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our Class A common stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of our Class A common stock. As a result, the price of our Class A common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on Nasdaq, in the over-the-counter market or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $7.4 million. We have agreed to reimburse the underwriters for certain of their expenses in an amount up to $40,000.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they will receive customary fees and expenses. In addition, certain of the underwriters are also lenders under our Revolving Credit Facility.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Directed Share Program

At our request, the underwriters have reserved up to $40 million of shares of our Class A common stock (or up to 1,740,000 shares of Class A common stock assuming an initial public offering price of $23.00 per share, the midpoint of the price range set forth on the cover page of this prospectus) for sale at the initial public offering price through a directed share program to certain individuals identified by our officers and directors. If these persons purchase reserved shares, it will reduce the number of shares available for sale to the general public. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. Goldman Sachs & Co., LLC will administer our directed share program.

European Economic Area and United Kingdom

In relation to each Member State of the European Economic Area and the United Kingdom (each a "Relevant State"), no common shares (the "Shares") have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the Shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation), except that offers of Shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Shares shall require the company or any representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any Shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

Each Underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (as amended, the "FSMA")) received by it in connection with the issue or sale of the shares in circumstances in which Section 21(1) of the FSMA does not apply to the company; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) ("Companies (Winding Up and Miscellaneous Provisions) Ordinance") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("Securities and Futures Ordinance"), or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the

SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32").

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Solely for the purposes of its obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the CMP Regulations 2018), that the shares are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "FIEA"). The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission ("ASIC"), in relation to the offering. This offering document does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act),

"professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This offering document contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this offering document is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Dubai International Financial Centre

This offering document relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This offering document is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth in this prospectus and has no responsibility for the offering document. The securities to which this offering document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this offering document you should consult an authorized financial advisor.

Switzerland

This prospectus is not intended to constitute an offer or solicitation to purchase or invest in the securities being offered pursuant to this prospectus. The securities being offered pursuant to this prospectus may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the securities constitutes a prospectus pursuant to the FinSA, and neither this prospectus nor any other offering or marketing material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

LEGAL MATTERS

The validity of the shares of Class A common stock offered by this prospectus will be passed upon for us by Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, San Francisco, California. The underwriters have been represented by Cooley LLP, San Francisco, California.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements at December 31, 2018 and 2019, and for each of the three years in the period ended December 31, 2019, as set forth in their report. We have included our financial statements in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits filed therewith. For further information about us and the Class A common stock offered hereby, reference is made to the registration statement and the exhibits filed therewith. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and in each instance we refer you to the copy of such contract or other document filed as an exhibit to the registration statement.

Upon the completion of this offering, we will be subject to the information reporting requirements of the Exchange Act and we will file reports, proxy statements and other information with the SEC. You can read these reports, proxy statements and other information at the SEC's website at www.sec.gov. We also maintain a website at www.wish.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus or in deciding whether to invest in our Class A common stock.

CONTEXTLOGIC INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of ContextLogic Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of ContextLogic Inc. (the Company) as of December 31, 2018 and 2019, the related consolidated statements of operations and comprehensive loss**,** redeemable convertible preferred stock and stockholders' deficit, and cash flows for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019 in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Adoptions of New Accounting Standards

As discussed in Note 2 to the consolidated financial statements, the Company changed its methods of accounting for revenue in 2018 and for leases in 2019 as a result of the adoption of Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606) and ASU No. 2016-02, *Leases* (Topic 842), and related amendments, respectively. Our opinion is not modified with respect to this matter.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2015.

San Francisco, California
August 28, 2020, except for the second paragraph of Note 2, as to which the date is December 6, 2020

CONTEXTLOGIC INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except share and per share data)

	As of December 31,		As of September 30,	Pro Forma as of September 30,
	2018	2019	2020	2020
				(unaudited)
Assets				
Current assets:				
Cash and cash equivalents	$ 712	$ 744	$ 844	
Marketable securities	262	300	250	
Funds receivable	93	95	67	
Prepaid expenses and other current assets	37	95	85	
Total current assets	1,104	1,234	1,246	
Property and equipment, net	33	34	27	
Right-of-use assets	–	41	40	
Marketable securities	40	34	7	
Restricted cash	10	10	10	
Other assets	6	13	12	
Total assets	$ 1,193	$ 1,366	$ 1,342	
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)				
Current liabilities:				
Accounts payable	$ 131	$ 171	$ 298	
Merchants payable	653	620	487	
Refunds liability	61	97	94	
Accrued liabilities	125	212	312	
Total current liabilities	970	1,100	1,191	
Redeemable convertible preferred stock warrant liability	124	127	182	–
Lease liabilities, non-current	–	42	38	
Deferred rent	10	–	–	
Total liabilities	1,104	1,269	1,411	
Commitments and contingencies (Note 6)				
Redeemable convertible preferred stock, $0.0001 par value: 433,525,660 shares authorized as of December 31, 2018, and 443,462,930 shares authorized as of December 31, 2019 and September 30, 2020 (unaudited); 412,956,440 shares issued and outstanding as of December 31, 2018, and 421,691,920 shares issued and outstanding as of December 31, 2019 and September 30, 2020 (unaudited); aggregate liquidation preference of $1,380 as of December 31, 2018, and $1,619 as of December 31, 2019 and September 30, 2020 (unaudited); no shares authorized, issued and outstanding as of September 30, 2020, pro forma (unaudited)	1,376	1,536	1,536	–

The accompanying notes are an integral part of these consolidated financial statements

CONTEXTLOGIC INC.
CONSOLIDATED BALANCE SHEETS—(CONTINUED)
(in millions, except share and per share data)

	As of December 31,		As of September 30,	Pro Forma as of September 30,
	2018	2019	2020	2020
			(unaudited)	
Stockholders' equity (deficit):				
Common stock, $0.0001 par value: 700,000,000 shares authorized as of December 31, 2018, and 730,000,000 shares authorized as of December 31, 2019 and September 30, 2020 (unaudited); 104,450,750 and 103,694,850 shares issued and outstanding as of December 31, 2018 and 2019, respectively, and 108,859,160 shares issued and outstanding as of September 30, 2020 (unaudited); 540,417,480 shares issued and outstanding as of September 30, 2020, pro forma (unaudited)	–	–	–	–
Additional paid-in capital	–	–	10	2,083
Accumulated deficit	(1,287)	(1,439)	(1,615)	(1,970)
Total stockholders' equity (deficit)	(1,287)	(1,439)	(1,605)	113
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	$ 1,193	$ 1,366	$ 1,342	$ 1,342

The accompanying notes are an integral part of these consolidated financial statements

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(in millions, except share and per share data)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018 (As Adjusted)	2019	2019	2020
				(unaudited)	
Revenue	$ 1,101	$ 1,728	$ 1,901	$ 1,325	$ 1,747
Cost of revenue	205	278	443	255	605
Gross profit	896	1,450	1,458	1,070	1,142
Operating expenses:					
Sales and marketing	989	1,576	1,463	995	1,125
Product development	28	45	74	52	72
General and administrative	26	52	65	47	65
Total operating expenses	1,043	1,673	1,602	1,094	1,262
Loss from operations	(147)	(223)	(144)	(24)	(120)
Other income (expense), net:					
Interest and other income (expense), net	10	15	19	16	–
Remeasurement of redeemable convertible preferred stock warrant liability	(70)	–	(3)	3	(55)
Loss before provision for income taxes	(207)	(208)	(128)	(5)	(175)
Provision for income taxes	–	–	1	–	1
Net loss and comprehensive loss	(207)	(208)	(129)	(5)	(176)
Deemed dividend to redeemable convertible preferred stockholders	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Net loss per share attributable to common stockholders, basic and diluted	$ (2.46)	$ (2.02)	$ (1.31)	$ (0.12)	$ (1.65)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	100,388,409	102,966,038	104,045,615	104,174,437	106,935,604

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS—(CONTINUED)
(in millions, except share and per share data)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018 (As Adjusted)	2019	2019	2020
				(unaudited)	
Pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted (unaudited)			$ (0.23)		$ (0.31)
Weighted-average shares used in computing pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted (unaudited)			556,584,145		568,049,138

The accompanying notes are an integral part of these consolidated financial statements

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(In millions, except share and per share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
Balances as of January 1, 2017...	399,264,980	$1,107	99,470,010	$ –	$ 38	$ (868)	$ (830)
Issuance of Series G redeemable convertible preferred stock for cash, at $13.453 per share, net of issuance costs	16,873,190	226	–	–	–	–	–
Repurchase of Series C redeemable convertible preferred stock	(8,576,010)	(5)	–	–	(39)	(1)	(40)
Reclassification of Series F redeemable convertible preferred stock warrant liability upon exercise	–	13	–	–	–	–	–
Exercise of Series F redeemable convertible preferred stock warrant	5,394,280	35	–	–	–	–	–
Issuance of common stock upon exercise of options for cash	–	–	1,475,380	–	–	–	–
Repurchase of common stock	–	–	(87,660)	–	(3)	–	(3)
Stock-based compensation	–	–	–	–	6	–	6
Loans to employees secured by shares and options	–	–	–	–	(2)	–	(2)
Net loss and comprehensive loss	–	–	–	–	–	(207)	(207)
Balances as of December 31, 2017	412,956,440	$1,376	100,857,730	$ –	$ –	$ (1,076)	$ (1,076)
Issuance of common stock upon exercise of options for cash	–	–	4,227,480	–	1	–	1
Repurchase of common stock	–	–	(634,460)	–	(3)	(3)	(6)
Stock-based compensation	–	–	–	–	2	–	2
Net loss and comprehensive loss	–	–	–	–	–	(208)	(208)
Balances as of December 31, 2018	412,956,440	$1,376	104,450,750	$ –	$ –	$ (1,287)	$ (1,287)
Issuance of Series H redeemable convertible preferred stock for cash, at $16.95729 per share, net of issuance costs	9,435,480	160	–	–	–	–	–
Issuance of common stock upon exercise of options for cash	–	–	755,630	–	–	–	–
Repurchase of Series A redeemable convertible preferred stock	(700,000)	–	–	–	(3)	(4)	(7)
Issuance of common stock for services	–	–	275,340	–	3	–	3
Repurchase of common stock	–	–	(1,786,870)	–	(2)	(19)	(21)
Stock-based compensation	–	–	–	–	2	–	2
Net loss and comprehensive loss	–	–	–	–	–	(129)	(129)
Balances as of December 31, 2019	421,691,920	$1,536	103,694,850	$ –	$ –	$ (1,439)	$ (1,439)

The accompanying notes are an integral part of these consolidated financial statements

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT—(CONTINUED)
(In millions, except share and per share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
Issuance of common stock upon exercise of options for cash (unaudited)	–	–	5,379,310	–	2	–	2
Repurchase of common stock (unaudited)	–	–	(215,000)	–	(1)	–	(1)
Stock-based compensation (unaudited)	–	–	–	–	9	–	9
Net loss and comprehensive loss (unaudited)	–	–	–	–	–	(176)	(176)
Balances as of September 30, 2020 (unaudited)	421,691,920	$1,536	108,859,160	$ –	$ 10	$ (1,615)	$ (1,605)
Balances as of December 31, 2018	412,956,440	$1,376	104,450,750	$ –	$ –	$ (1,287)	$ (1,287)
Issuance of Series H redeemable convertible preferred stock for cash, at $16.95729 per share, net of issuance costs (unaudited)	9,435,480	160	–	–	–	–	–
Issuance of common stock upon exercise of options for cash (unaudited)	–	–	709,630	–	–	–	–
Repurchase of Series A redeemable convertible preferred stock (unaudited)	(700,000)	–	–	–	(3)	(4)	(7)
Issuance of common stock for services (unaudited)	–	–	275,340	–	3	–	3
Repurchase of common stock (unaudited)	–	–	(1,786,870)	–	(2)	(19)	(21)
Stock-based compensation (unaudited)	–	–	–	–	2	–	2
Net loss and comprehensive loss (unaudited)	–	–	–	–	–	(5)	(5)
Balances as of September 30, 2019 (unaudited)	421,691,920	$1,536	103,648,850	$ –	$ –	$ (1,315)	$ (1,315)

The accompanying notes are an integral part of these consolidated financial statements

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Cash flows from operating activities:					
Net loss	$ (207)	$ (208)	$ (129)	$ (5)	$ (176)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:					
Depreciation and amortization	4	8	10	7	9
Noncash lease expense	–	–	9	6	7
Stock-based compensation expense	8	2	2	2	9
Remeasurement of redeemable convertible preferred stock warrant liability	70	–	3	(3)	55
Other	3	(9)	(3)	(2)	(1)
Changes in operating assets and liabilities:					
Funds receivable	(59)	13	(2)	(11)	28
Prepaid expenses and other current assets	(24)	(1)	(58)	(20)	10
Other noncurrent assets	(5)	1	(7)	(8)	4
Accounts payable	85	2	40	62	126
Merchants payable	235	15	(33)	(103)	(133)
Accrued and refund liabilities	37	82	94	23	85
Lease liabilities	–	–	(10)	(7)	(7)
Other current and noncurrent liabilities	(1)	1	24	15	8
Net cash provided by (used in) operating activities	146	(94)	(60)	(44)	24
Cash flows from investing activities:					
Purchases of property and equipment	(12)	(20)	(11)	(6)	(1)
Purchases of marketable securities	(343)	(366)	(485)	(357)	(225)
Sales of marketable securities	6	1	53	53	–
Maturities of marketable securities	157	360	403	287	303
Other	–	9	–	–	–
Net cash provided by (used in) investing activities	(192)	(16)	(40)	(23)	77
Cash flows from financing activities:					
Proceeds from issuance of redeemable convertible preferred stock, net of issuance costs	226	–	160	160	–
Proceeds from exercise of redeemable convertible preferred stock warrants	35	–	–	–	–
Payments to repurchase common and redeemable convertible preferred stock	(48)	(6)	(28)	(28)	(1)
Other	(1)	1	–	–	–
Net cash provided by (used in) financing activities	212	(5)	132	132	(1)
Net increase (decrease) in cash, cash equivalents and restricted cash	166	(115)	32	65	100
Cash, cash equivalents and restricted cash at beginning of period	671	837	722	722	754
Cash, cash equivalents and restricted cash at end of period	$ 837	$ 722	$ 754	$ 787	$ 854

The accompanying notes are an integral part of these consolidated financial statements

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheets:					
Cash and cash equivalents	$ 827	$ 712	$ 744	$ 777	$ 844
Restricted cash	10	10	10	10	10
Total cash, cash equivalents and restricted cash	$ 837	$ 722	$ 754	$ 787	$ 854
Supplemental cash flow disclosures:					
Cash paid for income taxes	$ –	$ –	$ –	$ –	$ 1
Supplemental noncash financing activities:					
Reclassification of Series F redeemable convertible preferred stock warrant liability upon exercise	$ 13	$ –	$ –	$ –	$ –
Issuance of common stock for services	$ –	$ –	$ 3	$ 3	$ –
Deferred offering costs incurred during the period included in accounts payable and accrued liabilities	$ –	$ –	$ –	$ –	$ 2

The accompanying notes are an integral part of these consolidated financial statements

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

1. DESCRIPTION OF BUSINESS

ContextLogic Inc. ("Wish" or the "Company") is a mobile ecommerce company that provides a shopping experience that is mobile-first and discovery-based, which connects merchants' products to users based on user preferences. The Company generates revenue from marketplace and logistics services provided to merchants.

The Company was incorporated in the state of Delaware in June 2010 and is headquartered in San Francisco, California, with operations in Canada, China and the Netherlands.

For the nine months ended September 30, 2020, the Company incurred a net loss of $176 million and had an accumulated deficit of $1.6 billion as of September 30, 2020. For the year ended December 31, 2019, the Company incurred a net loss of $129 million and had an accumulated deficit of $1.4 billion as of December 31, 2019. The Company expects losses from operations to continue for the foreseeable future as it incurs costs and expenses related to brand development, expansion of market share, continued development of the Company's mobile shopping marketplace infrastructure and development of other businesses. The Company believes that its cash and cash equivalents and marketable securities will be sufficient to fund its operations for at least the next twelve months from the issuance of these financial statements.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Stock Split

On December 4, 2020, the Company effected a 10-for-1 stock split of its capital stock. All share and per share information have been retroactively adjusted to reflect the stock split for all periods presented.

Unaudited Interim Consolidated Financial Information

The accompanying interim consolidated balance sheet as of September 30, 2020, the interim consolidated statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit, and cash flows for the nine months ended September 30, 2019 and 2020, and the related footnote disclosures are unaudited. These unaudited interim consolidated financial statements have been prepared in accordance with U.S. GAAP applicable to interim financial statements. The interim consolidated financial statements are presented in accordance with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") and do not include all disclosures normally required in annual consolidated financial statements prepared in accordance with U.S. GAAP. In management's opinion, the unaudited interim consolidated financial statements have been prepared on the same basis as the annual financial statements, which include only normal

recurring adjustments, necessary for the fair presentation of the Company's financial position as of September 30, 2020 and its consolidated results of operations and cash flows for the nine months ended September 30, 2019 and 2020. The results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results expected for the year ending December 31, 2020 or any other future interim or annual periods.

Unaudited Pro Forma Balance Sheet

Immediately prior to the completion of the Company's planned initial public offering ("IPO"), all of the Company's outstanding redeemable convertible preferred stock will automatically convert into shares of the Company's common stock, and the Company's outstanding redeemable convertible preferred stock warrant will be exercised and will also convert into shares of the Company's common stock. These conversions are reflected into an aggregate of 540,417,480 shares of the Company's common stock in the Company's unaudited pro forma balance sheet as of September 30, 2020, which also reflects an increase to additional paid-in capital and accumulated deficit related to the recognition of $355 million of stock-based compensation expense related to the Company's restricted stock units ("RSUs"), which are subject to both a service condition, which is typically satisfied over four or five years, and a liquidity condition, which will be satisfied upon completion of this IPO. These RSUs are excluded from the pro forma disclosures on the consolidated balance sheet because the underlying shares of common stock will be issued subsequent to the completion of this IPO. The shares of common stock issuable and the proceeds expected to be received in connection with an IPO are excluded from such unaudited pro forma financial information.

Deferred Offering Costs

Deferred offering costs consist primarily of accounting, legal and other fees related to the Company's proposed IPO. Upon consummation of the IPO, the deferred offering costs will be reclassified to stockholders' deficit and recorded against the proceeds from the offering. In the event the offering is aborted, deferred offering costs will be expensed. The Company has capitalized $4 million of deferred offering costs within other assets on the consolidated balance sheet as of September 30, 2020. There were no offering costs capitalized as of December 31, 2018 and 2019.

Use of Estimates

The preparation of consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. These estimates form the basis for judgments the Company makes about the carrying values of its assets and liabilities that are not readily apparent from other sources. These estimates include, but are not limited to, fair value of financial instruments, useful lives of long-lived assets, fair value of common stock, fair value of derivative instruments, fair value of redeemable convertible preferred stock and related redeemable convertible preferred stock warrant and equity awards and other equity issuances, incremental borrowing rate applied to lease accounting, contingent liabilities, allowances for refunds and chargebacks and uncertain tax positions. As of September 30, 2020, the effects of the ongoing COVID-19 pandemic on the Company's business, results of operations, and financial condition continue to evolve. As a result, many of the Company's estimates and assumptions required increased judgment and these estimates may change materially in future periods.

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

Segments

The Company manages its operations and allocates resources as a single operating segment. Further, the Company manages, monitors and reports its financials as a single reporting segment. The Company's chief operating decision-maker ("CODM") is its Chief Executive Officer who makes operating decisions, assesses financial performance and allocates resources based on consolidated financial information. As such, the Company has determined that it operates in one reportable segment.

Revenue Recognition

Through the fiscal year ended December 31, 2017, in accordance with Accounting Standards Codification ("ASC") Topic 605, *Revenue Recognition* ("Topic 605"), the Company recognized revenue when all of the following conditions were satisfied: (1) there was persuasive evidence of an arrangement; (2) delivery has occurred or the service has been rendered; (3) collectability was reasonably assured; and (4) the selling price or fee was fixed or determinable. The Company evaluated whether it was appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether it was the primary obligor in a transaction, had inventory risk and had latitude in establishing pricing and selecting suppliers, among other factors.

On January 1, 2018, the Company adopted Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* ("Topic 606"), which supersedes the revenue recognition requirements in Topic 605, using the modified retrospective transition method. Revenue for the years ended December 31, 2018 and 2019 and the nine months ended September 30, 2019 and 2020 was presented under Topic 606, and revenue for the year ended December 31, 2017 was not adjusted and continues to be presented under Topic 605. Upon adoption of Topic 606, the Company recognizes revenue upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Under the new revenue recognition standard, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract and (5) recognize revenue when a performance obligation is satisfied.

Upon the adoption of Topic 606, the Company recorded the costs of free products provided to users and the costs of certain refunds as a reduction of revenue in the consolidated statements of operations and comprehensive loss. These costs were previously recorded in cost of revenue under Topic 605. There was no adjustment to accumulated deficit on January 1, 2018.

The following table reflects the impact of the Topic 606 adoption on the relevant line items of the consolidated statement of operations and comprehensive loss for the initial year of adoption had the Company reported under Topic 605 (in millions):

	Year Ended December 31, 2018			
	As Reported	Free Product Incentives	Cost of Refunds	If Reported under Topic 605
Revenue	$ 1,728	$ 22	$ 4	$ 1,754
Cost of revenue	278	22	4	304
Gross profit	$ 1,450	$ –	$ –	$ 1,450

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

The Company generates revenue from marketplace and logistics services provided to merchants. Revenue is recognized as the Company transfers control of promised goods or services to its customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. The Company considers both the merchant and the user to be customers. The Company evaluates whether it is appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether the Company obtains control of the specified goods or services by considering if it is primarily responsible for fulfillment of the promise, has inventory risk and has latitude in establishing pricing and selecting suppliers, among other factors. Based on these factors, marketplace revenue is generally recorded on a net basis and logistics revenue is generally recorded on a gross basis. Revenue excludes any amounts collected on behalf of third parties, including indirect taxes.

The following table shows the disaggregated revenue for the applicable periods (in millions):

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Core marketplace revenue	$ 1,053	$ 1,508	$ 1,473	$ 1,049	$ 1,300
ProductBoost revenue	48	214	291	209	138
Marketplace revenue	1,101	1,722	1,764	1,258	1,438
Logistics revenue	–	6	137	67	309
Revenue	$ 1,101	$ 1,728	$ 1,901	$ 1,325	$ 1,747

Refer to Note 13 – Geographic Information for the disaggregated revenue by geographical location.

Marketplace Revenue

The Company provides a mix of marketplace services to merchants. The Company provides merchants access to its marketplace where merchants display and sell their products to users. The Company also provides ProductBoost services to help merchants promote their products within the Company's marketplace.

Marketplace revenue includes commission fees collected in connection with user purchases of the merchants' products. The commission fees vary depending on factors such as user location, demand, product type, and dynamic pricing. The Company recognizes revenue when a user's order is processed and the related order information has been made available to the merchant. Commission fees are recognized net of estimated refunds and chargebacks. Marketplace revenue also includes ProductBoost revenue for displaying a merchant's selected products in preferential locations within the Company's marketplace. The Company recognizes revenue when the merchants' selected products are displayed. The Company refers to its marketplace revenue, excluding ProductBoost revenue, as its core marketplace revenue.

Logistics Revenue

The Company's logistics offering for merchants, introduced in 2018, is designed for direct end-to-end single order shipment from a merchant's location to the user. Logistics services include

transportation and delivery of the merchant's products to the user. Merchants are required to prepay for logistics services on a per order basis.

The Company recognizes revenue over time as the merchant simultaneously receives and consumes the logistics services benefit as the services are performed. The Company uses an output method of progress based on days in transit as it best depicts the Company's progress toward complete satisfaction of the performance obligation.

Deferred Revenue

Deferred revenue consists of amount received primarily related to unsatisfied performance obligations of logistics services at the end of the period. The deferred revenue balances as of December 31, 2018 and 2019 and September 30, 2020 are disclosed in Note 4. Due to the short-term duration of contracts, all of the performance obligations will be satisfied in the following reporting period.

Refunds and Chargebacks

Refunds and chargebacks are associated with marketplace revenue. Returns are not material to the Company's business. Estimated refunds and chargebacks are recorded on the consolidated balance sheets as refunds liability. The merchant's share of the refunds are recorded as a reduction to the amount due to merchants. The revenue recognized on transactions subject to refunds and chargebacks is reversed. The Company estimates future refunds and chargebacks using a model that incorporates historical experience and considering recent business trends and market activity.

Incentive Discount Offers

The Company provides incentive discount offers to its users to encourage purchases of products through its marketplace. Such offers include current discount offers of a certain percentage off current purchases and inducement offers, such as set percentage offers off future purchases subject to a minimum current purchase. The Company generally records the related discounts taken as a reduction of revenue when the offer is redeemed. The Company also offers free products to encourage users to make purchases on its marketplace. The resulting discount is recorded as a reduction of revenue when the offer for free product is redeemed.

Cost of Revenue

Cost of revenue includes colocation and data center charges, interchange and other fees for credit card processing services, fraud and chargeback prevention service charges, costs of refunds and chargebacks made to users that the Company is not able to collect from merchants, depreciation and amortization of property and equipment, shipping charges, tracking costs, warehouse fees, and employee-related costs, including salaries, benefits, and stock-based compensation expense, for the Company's infrastructure, merchant support and logistics personnel. Cost of revenue also includes an allocation of general IT and facilities overhead expenses.

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

Advertising Expense

Advertising expenses are included in sales and marketing expenses within the consolidated statements of operations and comprehensive loss and are expensed as incurred. Advertising expenses were $0.9 billion, $1.5 billion and $1.4 billion for the years ended 2017, 2018 and 2019, respectively, and $1.0 billion and $1.1 billion for the nine months ended September 30, 2019 and 2020, respectively.

Software Development Costs

The Company capitalizes costs to develop its mobile application and website when preliminary development efforts are successfully completed, management has authorized and committed project funding, and it is probable that the project will be completed, and the software will be used as intended. Due to the iterative process by which the Company performs upgrades and the relatively short duration of its development projects, development costs meeting capitalization criteria were not material during the periods presented.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. As of December 31, 2018 and 2019 and September 30, 2020, cash and cash equivalents consisted of cash deposited with banks and money market funds for which their cost approximates their fair value. The Company held 84%, 82% and 85% of its cash and cash equivalents in the United States as of December 31, 2018 and 2019 and September 30, 2020, respectively.

Restricted cash consists of mandatory deposits as collateral for standby letters of credit related to the Company's primary office space lease and is classified as non-current.

Marketable Securities

Marketable securities consist of short-term and long-term debt securities classified as available-for-sale and have original maturities greater than 90 days. Marketable securities are carried at fair value based upon quoted market prices or pricing models for similar securities. Unrealized gains and losses on available-for-sale securities are excluded from earnings and are not material. Realized gains or losses on the sale of all such securities are reported in interest and other income (expense), net, and computed using the specific identification method. For declines in fair market value below the cost of an individual marketable security, the Company assesses whether the decline in value is other than temporary based on the length of time the fair market value has been below cost, the severity of the decline and the Company's intent and ability to hold or sell the investment. If an investment is impaired, the Company writes it down through earnings to its recoverable value and establishes that as a new cost basis for the investment.

Derivative Instruments

The Company conducts business in certain foreign currencies throughout its worldwide operations, and various entities hold monetary assets or liabilities, earn revenues, or incur costs in currencies other than the entity's functional currency. As a result, the Company is exposed to foreign exchange gains or losses which impact the Company's operating results. As part of the Company's foreign currency risk mitigation strategy, starting in 2020, the Company has entered into foreign exchange forward contracts with up to twelve months in duration. The foreign exchange forward

contracts are used to manage exposure related to foreign currency denominated monetary assets and liabilities and are not designated as hedges. The changes in the fair value are recognized in interest and other income (expense), net in the consolidated statement of operations and comprehensive loss and are intended to offset the foreign currency gains or losses associated with the underlying monetary assets and liabilities. The net gains on the change in fair value for the Company's foreign exchange forward contracts were $6 million for the nine months ended September 30, 2020. The derivative assets and liabilities for the Company's foreign exchange forward contracts were immaterial as of September 30, 2020. The total notional value of the outstanding foreign exchange forward contracts in U.S. dollar equivalents was $60 million as of September 30, 2020.

The foreign currency contracts are classified within Level 2 of the fair value hierarchy as the valuation inputs are based on quoted prices and market observable data of similar instruments in active markets, including currency spot and forward rates.

The Company does not use derivative financial instruments for speculative or trading purposes, nor does it hedge foreign currency exposure in a manner that entirely offsets the effects of the changes in foreign exchange rates.

Funds Receivable

The Company uses several third-party Payment Service Providers ("PSPs") to process user transactions on its marketplace. Transactions on the Company's marketplace are mainly credit and debit card-based transactions that convert to cash on a regular basis and are net settled against refunds and chargebacks, with little default risk. Funds receivable represents the amounts expected to be received from PSPs for purchases on the Company's marketplace and is recorded net of processing fees.

Concentrations of Risk

Credit Risk — Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, funds receivable and marketable securities. The Company's cash and cash equivalents, including restricted cash, are held on deposit with creditworthy institutions. Although the Company's deposits exceed federally insured limits, the Company has not experienced any losses in such accounts. The Company invests its excess cash in money market accounts, U.S. Treasury notes, U.S. Treasury bills, commercial paper and corporate bonds. The Company is exposed to credit risk in the event of a default by the financial institutions holding its cash, cash equivalents, restricted cash and marketable securities for the amounts reflected on the consolidated balance sheets. The Company's investment policy limits investments to certain types of debt securities issued by the U.S. government, its agencies and institutions with investment-grade credit ratings and places restrictions on maturities and concentration by type and issuer.

The Company is exposed to credit risk in the event of a default by its PSPs. The Company does not generate revenue from PSPs. Significant changes in the Company's relationship with its PSPs could adversely affect users' ability to process transactions on the Company's marketplaces, thereby impacting the Company's operating results.

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

The following PSPs each represented 10% or more of the Company's funds receivable balance:

	December 31,		September 30,
	2018	2019	2020 (unaudited)
PSP 1	49%	50%	58%
PSP 2	23%	18%	25%
PSP 3	14%	13%	9%
PSP 4	9%	10%	8%

Services Risk — The Company serves all of its users using third-party data center and hosting providers. The Company has disaster recovery protocols at the third-party service providers. Even with these procedures for disaster recovery in place, access to the Company's service could be significantly interrupted, resulting in an adverse effect on its operating results and financial position. No significant interruptions of service were known to have occurred during 2018, 2019 and the nine months ended September 30, 2020.

Property and Equipment, Net

Property and equipment are stated at historical cost less accumulated depreciation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives. Expenditures for repairs and maintenance are charged to expense as incurred.

The estimated useful lives of the Company's property and equipment are generally as follows:

Computers, equipment, software	3 years
Furniture and fixtures, servers, networking equipment	5 years
Leasehold improvements	Shorter of the estimated useful life or remaining lease term

Impairment of Long-Lived Assets

The Company reviews long-lived assets, including intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured first by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, an impairment loss would be recognized based on the excess of the carrying amount of the asset above the fair value of the asset. No impairment charges were recorded on long-lived assets for the years ended December 31, 2017, 2018 and 2019, and the nine months ended September 30, 2020.

Merchants Payable

Merchants payable represents the amount of funds due to merchants and is recorded net of commission fees earned by the Company for marketplace transactions and other fees due from merchants. Merchants payable is adjusted for actual and estimated refunds the Company is expected to recover from merchants. The Company remits funds to merchants on a regular basis.

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

Operating Lease Obligations

On January 1, 2019, the Company adopted ASU 2016-02, *Leases (Topic 842)* ("Topic 842"), using the modified retrospective method, which resulted in the recognition of right-of-use ("ROU") assets and lease liabilities for operating leases on the Company's consolidated balance sheet as of December 31, 2019, with no impact to its consolidated statements of operations and comprehensive loss for the year ended December 31, 2019. The prior period amounts have not been adjusted and continue to be reported in accordance with the Company's historical accounting under Topic 840, *Leases* ("Topic 840"). See further discussion of the impact of the adoption below in *Accounting Pronouncements Recently Adopted*.

The Company determines if an arrangement is a lease at inception. For leases where the Company is the lessee, ROU assets represent the Company's right to use the underlying asset for the term of the lease and the lease liabilities represent an obligation to make lease payments arising from the lease. Certain lease agreements contain tenant improvement allowances, rent holidays and rent escalation provisions, all of which are considered in determining the ROU assets and lease liabilities. The Company begins recognizing rent expense when the lessor makes the underlying asset available for use by the Company. Lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the lease term. Lease renewal periods are considered on a lease-by-lease basis in determining the lease term. The interest rate the Company uses to determine the present value of future lease payments is the Company's incremental borrowing rate because the rate implicit in the Company's leases is not readily determinable. The incremental borrowing rate is a hypothetical rate for collateralized borrowings in economic environments where the leased asset is located based on credit rating factors. The ROU asset is determined based on the lease liability initially established and adjusted for any prepaid lease payments and any lease incentives received. The lease term to calculate the ROU asset and related lease liability includes options to extend or terminate the lease when it is reasonably certain that the Company will exercise the option. Certain leases contain variable costs, such as common area maintenance, real estate taxes or other costs. Variable lease costs are expensed as incurred on the consolidated statements of operations and comprehensive loss.

Operating leases are included in the ROU assets, accrued liabilities and lease liabilities, non-current on the consolidated balance sheets. The Company has no finance leases.

Loss Contingencies

The Company is involved in various lawsuits, claims and proceedings that arise in the ordinary course of business. The Company records a liability for these when it believes it is probable that it has incurred a loss, and the Company can reasonably estimate the loss. If the Company determines that a material loss is reasonably possible and the loss or range of loss can be estimated, the Company discloses the possible loss in the notes to the consolidated financial statements. The Company regularly evaluates current information to determine whether it should adjust a recorded liability or record a new one. Significant judgment is required to determine both the probability and the estimated amount.

Redeemable Convertible Preferred Stock Warrant Liability

The Company classifies the redeemable convertible preferred stock warrant as a liability on the consolidated balance sheets. The redeemable convertible preferred stock warrant liability is subject to remeasurement at each balance sheet date, and any change in fair value is recognized as gain or loss

within earnings. The Company will continue to adjust the liability for the changes in fair value until the earlier of the exercise or expiration of the warrant.

Immediately prior to the completion of the Company's planned IPO, the Company's outstanding redeemable convertible preferred stock warrant will be exercised and the fair value of the liability at that time will also be reclassified into the Company's common stock and additional paid-in capital.

Stock-Based Compensation

The Company grants stock options to employees and nonemployees. The Company measures stock options based on their estimated grant date fair values, which the Company determines using the Black-Scholes option-pricing model. The Company records the resulting expense in the consolidated statements of operations and comprehensive loss over the period of service required to vest in the award, which is generally four or five years. The Company accounts for forfeitures as they occur.

The Company's RSU grants to employees vest upon the satisfaction of both a service condition and a liquidity condition. The service condition for these awards is satisfied over four or five years. The liquidity condition is satisfied upon the occurrence of a qualifying event, defined as a change of control transaction or an IPO. The Company measures RSUs granted to employees based on the fair market value of its common stock on the grant date. The Company has not recorded any stock-based compensation expense for RSUs because a qualifying event has not occurred. If a qualifying event occurs in the future, the Company will record cumulative stock-based compensation expense using the accelerated attribution method for those RSUs for which the service condition has been satisfied prior to the qualifying event, and the Company will record the remaining unrecognized stock-based compensation expense over the remainder of the requisite service period.

Valuation of Common Stock, Redeemable Convertible Preferred Stock and Redeemable Convertible Preferred Stock Warrant

The Company determined the fair value of common stock, redeemable convertible preferred stock and redeemable convertible preferred stock warrant based on the market approach under which the Company's equity value is estimated by applying valuation multiples derived from the observed valuation multiples of comparable public companies to management forecasted financial results.

The Company used the Probability Weighted Expected Return Method ("PWERM") to allocate the Company's equity value among outstanding common stock, redeemable convertible preferred stock, redeemable convertible preferred stock warrant and equity awards. The Company applied the PWERM by first defining the range of potential future liquidity outcomes, such as an IPO, and then allocating its value to outstanding stock, warrant and equity awards based on the relative probability that each outcome will occur. The valuation and allocation approaches involve the use of estimates, judgments and assumptions that are highly complex and subjective, such as those regarding expected future revenue and discount rates, valuation multiples, the selection of comparable public companies and the probability of future events. Changes in any or all of these estimates and assumptions, or the relationships between these assumptions, impact the Company's valuation as of each valuation date and may have a material impact on the valuation of the Company's common stock, redeemable convertible preferred stock and redeemable convertible preferred stock warrant.

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Fair Value Measurement

The Company applies fair value accounting for all financial assets and liabilities and non-financial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. The Company defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value measurements for assets and liabilities, the Company considers the principal or most advantageous market in which it would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as risks inherent in valuation techniques, transfer restrictions and credit risk. Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1—Quoted	prices in active markets for identical assets or liabilities.
Level 2—Observable	inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
Level 3—Inputs	that are generally unobservable and typically reflect management's estimate of assumptions that market participants would use in pricing the asset or liability.

Income Taxes

The Company accounts for income taxes using the asset and liability method, under which deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between consolidated financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company determines whether it is more likely than not that a tax position will be sustained upon examination. If it is not more likely than not that a position will be sustained, no amount of benefit attributable to the position is recognized. The tax benefit to be recognized of any tax position that meets the more likely than not recognition threshold is calculated as the largest amount that is more than 50% likely of being realized upon resolution of the contingency.

It is the Company's policy to include penalties and interest expense related to income taxes as a component of interest and other income (expense), net as necessary.

Foreign Currency Risk

The functional currency of the Company's foreign subsidiaries is the local currency for operating entities with employees and is the U.S. dollar for holding companies and pass-through entities. The assets and liabilities of its non-U.S. dollar functional currency subsidiaries are translated into U.S. dollars using exchange rates in effect at the end of each period. Revenue and expenses for its foreign subsidiaries are translated using rates that approximate those in effect during the period. Foreign currency translation adjustments are not material.

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Transactions on the Company's marketplace occur in various foreign currencies that are processed by its PSPs. These transactions are collected on a regular basis and are converted to U.S. dollars or euros within the short period of time between the recognition of revenue and cash collection on a regular basis, which limits the Company's exposure to foreign currency risk.

Amounts payable to merchants are denominated in USD or in merchants' local currencies, which increases the Company's exposure to foreign currency risk. 47% and 89% of the merchants payable amount was denominated in Chinese yuan as of December 31, 2019 and September 30, 2020, respectively.

Transaction gains and losses, including intercompany transactions denominated in a currency other than the functional currency of the entity involved are included in interest and other income (expense), net on the consolidated statements of operations and comprehensive loss. For the years ended December 31, 2018 and 2019 and the nine months ended September 30, 2019 and 2020, the Company recognized net losses resulting from foreign exchange transactions of $7 million, $9 million, $5 million and $19 million, respectively, and recorded immaterial cumulative translation gains and losses for all periods.

Comprehensive Loss

Comprehensive loss is comprised of two components: net loss and other comprehensive income (loss). Other comprehensive income (loss) consists of foreign currency translation and unrealized gain or loss on marketable securities. Both are immaterial individually and in the aggregate for all periods presented.

Net Loss Per Share Attributable to Common Stockholders

The Company follows the two-class method when computing net loss per share as the Company has issued shares that meet the definition of participating securities. All series of redeemable convertible preferred stock are participating securities. The two-class method determines net loss per share for each class of common stock and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The Company did not allocate net loss to redeemable convertible preferred stock because the holders of such shares are not contractually obligated to share in losses.

Basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common stock outstanding for the period.

Diluted net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common stocks, including potential dilutive common stocks assuming the dilutive effect of outstanding common stock options, RSUs, redeemable convertible preferred stock and warrants to purchase common stock and redeemable convertible preferred stock.

For periods in which the Company has reported net losses, diluted net loss per share attributable to common stockholders is the same as basic net loss per share attributable to common stockholders, as inclusion of all potential common stocks outstanding would have an antidilutive effect.

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Accounting Pronouncements Recently Adopted

In May 2014, the FASB issued Topic 606 which amended the existing accounting standards for revenue recognition. Topic 606 establishes principles for recognizing revenue upon the transfer of promised goods or services to customers in an amount that reflects the expected consideration to be received in exchange for those goods or services. In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* ("ASU 2016-08"), which clarifies the implementation guidance on principal versus agent considerations. The guidance includes indicators to assist an entity in determining whether it controls a specified good or service before it is transferred to the customer. The new standards further require new disclosures about contracts with customers, including the significant judgments the company has made when applying the guidance. The Company adopted the new guidance as of January 1, 2018, utilizing the modified retrospective method of transition. Upon the adoption of Topic 606, the Company recorded the costs of free products provided to users and the costs of certain refunds as a reduction of revenue in the consolidated statements of operations and comprehensive loss. These costs were previously recorded in cost of revenue under Topic 605. There was no adjustment to accumulated deficit on January 1, 2018.

In February 2016, the FASB issued Topic 842, which generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements. The Company adopted the new guidance as of January 1, 2019, using the modified retrospective transition approach by applying the new standard to all leases existing at the date of initial application and not restating comparative periods. Results and disclosure requirements for reporting periods beginning after January 1, 2019 are presented under Topic 842, while prior period amounts have not been adjusted and continue to be reported in accordance with the Company's historical accounting under Topic 840.

The Company elected the package of practical expedients permitted under the transition guidance, which allowed for the carry-forward of the Company's historical lease classification and assessment on whether a contract is or contains a lease. The Company also elected to combine lease and non-lease components and to keep leases with an initial term of 12 months or less off the balance sheet and recognize the associated lease payments in the consolidated statements of operations and comprehensive loss on a straight-line basis over the lease term.

Upon adoption, the Company recognized right-of-use assets of approximately $49 million and lease liabilities for operating leases of approximately $59 million for operating leases on the Company's consolidated balance sheet, with no impact to its consolidated statements of operations and comprehensive loss. The Company did not have finance leases.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* ("ASU 2016-01"). The amendments in ASU 2016-01 supersede the guidance to classify equity securities with readily determinable fair values into different categories and require equity securities to be measured at fair value with changes in the fair value recognized through net income. The amendments allow equity investments that do not have readily determinable fair values to be remeasured at fair value either upon the occurrence of an observable price change or upon identification of an impairment. The

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Company adopted ASU 2016-01 as of January 1, 2018. The adoption did not have a material impact on the Company's consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASC 326"), which replaces the existing incurred loss impairment model with an expected credit loss model and requires a financial asset measured at amortized cost to be presented at the net amount expected to be collected. The Company adopted ASC 326 on January 1, 2020, on a modified retrospective basis. The Company accounts for credit losses on its available-for-sale debt securities in accordance with ASC 326. Marketable securities, specifically corporate bonds and commercial paper, are accounted for as available-for-sale debt securities and are considered impaired when in an unrealized loss position where the fair value is less than the amortized cost basis. The Company evaluates impaired marketable securities individually at each reporting period using a qualitative approach to determine whether the impairment has resulted from a credit loss or other factors. If the Company determines that it will be more-likely-than-not required to sell an impaired marketable security before recovery of its amortized cost basis, or if the Company has the intention to sell an impaired marketable security as of the reporting date, the amortized cost will be written down to its fair value. If neither of these conditions are met and qualitative factors indicate that a credit loss may exist, the Company compares the present value of cash flows expected to be collected from the impaired marketable security with its amortized cost basis. An impairment related to credit losses is recorded through an allowance for credit loss that is limited to the excess of the amortized cost basis over the fair value of the marketable security. An allowance for credit losses is recorded through other income (expense), net on the consolidated statements of operations and comprehensive loss. Changes in the fair value of impaired marketable securities not related to credit losses are recorded in other comprehensive income (loss). As of September 30, 2020, the Company did not believe any of the impaired marketable securities in an unrealized loss position represented a credit loss impairment and no allowance for credit losses was recorded.

The Company accounts for credit losses on its funds receivable in accordance with ASC 326. Funds receivable is evaluated for credit losses at each reporting period to present the net amount expected to be collected on the receivables. Any estimated expected credit losses, net of expected recoveries of previously charged-off amounts, are recorded to an allowance for credit losses for funds receivable. The allowance for credit losses for funds receivable is adjusted by a credit loss expense reported in earnings and reduced by charge-offs of funds receivable deemed not collectible, net of recoveries. Due to the short-term nature of funds receivable, the Company does not have a history of losses. The Company evaluates whether there are expected credit losses on funds receivable using a loss-rate method that is indicative of its past collection history and adjusts, if necessary, its estimate of expected credit losses for current conditions and subsequent events, including cash receipts, related to facts that existed as of the balance sheet date. Reasonable and supportable forecasts are not applicable to the Company's estimate of credit losses due to the short-term nature of funds receivable. Funds receivable is evaluated collectively for impairment based on the PSP as credit risk for revenue transactions is concentrated in the PSPs' ability to remit the net payment due from users to the Company. As of September 30, 2020, no allowance for credit losses for funds receivable was recorded.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation – Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting* ("ASU 2018-07"), which simplifies the accounting for share-based payments to nonemployees by aligning it with the accounting for share-based

payments to employees, with certain exceptions. The Company elected to early adopt ASU 2018-07 on January 1, 2019. The adoption had no impact on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* ("ASU 2018-13"). The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty are to be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments are to be applied retrospectively to all periods presented upon their effective date. The Company adopted the new guidance as of January 1, 2020. The adoption did not have a material impact on the Company's financial position or results of operations. The adoption resulted in the incremental disclosures within Note 3 – Financial Instruments and Fair Value Measurements.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles – Goodwill and Other – Internal-Use Software* – (Subtopic 350-40)*: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract* ("ASU 2018-15"), which clarifies the accounting for implementation costs in a cloud computing arrangement. ASU 2018-15 aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The Company adopted the new guidance as of January 1, 2020. Any capitalizable software implementation costs incurred during the nine months ended September 30, 2020 were immaterial for capitalization, therefore the adoption did not have a material impact on the Company's consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ("ASU 2019-12"), which simplifies the accounting for income taxes. The standard is effective for annual periods, and interim periods within those years, beginning after December 15, 2020 for public companies. Early adoption is permitted. The Company elected to early adopt ASU 2019-12 on January 1, 2020. The adoption did not have a material impact on the Company's consolidated financial statements.

The Company has reviewed other recent accounting pronouncements and concluded they are either not applicable to the business or no material impact is expected on the consolidated financial statements as a result of future adoption.

3. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENT

The Company's financial instruments consist of cash equivalents, marketable securities, funds receivable, derivative instruments, accounts payable, accrued liabilities, merchants payable and redeemable convertible preferred stock warrant liability. Cash equivalents' carrying value approximates fair value at the balance sheet dates, due to the short period of time to maturity. Marketable securities and derivative instruments are recorded at fair value. Funds receivable, accounts payable, accrued liabilities and merchants payable carrying values approximate fair value due to the short time to the expected receipt or payment date. The redeemable convertible preferred stock warrant liability is carried at fair value.

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Assets and liabilities recorded at fair value on a recurring basis in the consolidated balance sheets consisting of cash equivalents, marketable securities, derivative instruments and the redeemable convertible preferred stock warrant liability are categorized based upon the level of judgment associated with the inputs used to measure their fair values. Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Financial assets and liabilities subject to fair value measurements on a recurring basis and the level of inputs used in such measurements are as follows (in millions):

	December 31, 2018			
	Total	Level 1	Level 2	Level 3
Financial assets:				
Cash equivalents:				
Money market funds	$ 133	$ 133	$ –	$ –
Total cash equivalents	$ 133	$ 133	$ –	$ –
Marketable securities:				
U.S. Treasury notes	$ 60	$ –	$ 60	$ –
U.S. Treasury bills	35	–	35	–
Commercial paper	69	–	69	–
Corporate bonds	138	–	138	–
Total marketable securities	$ 302	$ –	$ 302	$ –
Total financial assets	$ 435	$ 133	$ 302	$ –
Financial liabilities:				
Redeemable convertible preferred stock warrant liability	$ 124	$ –	$ –	$ 124
Total financial liabilities	$ 124	$ –	$ –	$ 124

	December 31, 2019			
	Total	Level 1	Level 2	Level 3
Financial assets:				
Cash equivalents:				
Money market funds	$ 2	$ 2	$ –	$ –
U.S. Treasury bills	16	–	16	–
Commercial paper	6	–	6	–
Total cash equivalents	$ 24	$ 2	$ 22	$ –
Marketable securities:				
U.S. Treasury bills	$140	$ –	$ 140	$ –
Commercial paper	65	–	65	–
Corporate bonds	129	–	129	–
Total marketable securities	$334	$ –	$ 334	$ –
Total financial assets	$358	$ 2	$ 356	$ –

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	December 31, 2019			
	Total	Level 1	Level 2	Level 3
Financial liabilities:				
Redeemable convertible preferred stock warrant liability	$127	$ –	$ –	$ 127
Total financial liabilities	$127	$ –	$ –	$ 127

	September 30, 2020			
	Total	Level 1	Level 2	Level 3
		(unaudited)		
Financial assets:				
Cash equivalents:				
Money market funds	$ 59	$ 59	$ –	$ –
Total cash equivalents	$ 59	$ 59	$ –	$ –
Marketable securities:				
U.S. Treasury bills	$ 88	$ –	$ 88	$ –
Commercial paper	51	–	51	–
Corporate bonds	118	–	118	–
Total marketable securities	$ 257	$ –	$ 257	$ –
Total financial assets	$ 316	$ 59	$ 257	$ –
Financial liabilities:				
Redeemable convertible preferred stock warrant liability	$ 182	$ –	$ –	$ 182
Total financial liabilities	$ 182	$ –	$ –	$ 182

The Company classifies cash equivalents and marketable securities within Level 1 or Level 2 because the Company uses quoted market prices or alternative pricing sources and models utilizing market observable inputs to determine their fair value. The derivative asset and liability for the Company's foreign exchange forward contracts were deemed immaterial as of September 30, 2020.

The following table summarizes the contractual maturities of the Company's marketable securities (in millions):

	December 31,				September 30,	
	2018		2019		2020	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
					(unaudited)	
Due within one year	$ 262	$ 262	$ 300	$ 300	$ 250	$ 250
Due after one year through five years	40	40	34	34	7	7
Total marketable securities	$ 302	$ 302	$ 334	$ 334	$ 257	$ 257

All of the Company's available-for-sale marketable securities are subject to a periodic evaluation for a credit loss allowance and impairment review. The Company did not identify any of its

available-for-sale marketable securities requiring an allowance for credit loss or as other-than-temporarily impaired in any of the periods presented. Additionally, the unrealized net gain and net loss on available-for-sale marketable securities as of December 31, 2018 and 2019 and September 30, 2020 were immaterial.

The following table sets forth a summary of the changes in the estimated fair value of the Company's Level 3 financial liabilities, consisting solely of redeemable convertible preferred stock warrant liability (see Note 7), which is measured at fair value on a recurring basis (in millions):

	December 31,		September 30,
	2018	2019	2020 (unaudited)
Balance at beginning of period	$ 124	$ 124	$ 127
Remeasurement of redeemable convertible preferred stock warrant liability	–	3	55
Balance at end of period	$ 124	$ 127	$ 182

The primary significant unobservable inputs used in the fair value measurement of the redeemable convertible preferred stock warrant liability is the fair value of the underlying Series B redeemable convertible preferred stock at the valuation date, which was $12.55, $12.85 and $18.47 per share as of December 31, 2018 and 2019 and September 30, 2020, respectively. Generally, increases (decreases) in the fair value of the underlying Series B redeemable convertible preferred stock would result in a directionally similar impact to the fair value measurement.

4. BALANCE SHEET COMPONENTS

Property and Equipment, Net

Property and equipment, net consisted of the following (in millions):

	December 31,		September 30,
	2018	2019	2020 (unaudited)
Computers, software, servers and network equipment	$ 23	$ 25	$ 23
Furniture and fixtures	2	3	3
Leasehold improvements	22	28	28
Total property and equipment	47	56	54
Accumulated depreciation and amortization	(14)	(22)	(27)
Total property and equipment, net	$ 33	$ 34	$ 27

Depreciation and amortization expense related to property and equipment for the years ended December 31, 2017, 2018, 2019 was $4 million, $8 million and $10 million, respectively, and for the nine months ended September 30, 2019 and 2020 was $7 million and $9 million, respectively.

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Accrued Liabilities

Accrued liabilities consist of the following (in millions):

	December 31,		September 30,
	2018	2019	2020
			(unaudited)
Vendor services	$ 56	$ 68	$ 83
Deferred revenue	–	24	32
Wish Cash liability	12	38	62
Other	57	82	135
Total accrued liabilities	$ 125	$ 212	$ 312

5. OPERATING LEASES

The Company leases its facilities and data center co-locations under operating leases with various expiration dates through 2025.

The components of the Company's lease costs were as follows (in millions):

	Year Ended December 31, 2019	Nine Months Ended September 30, 2020
		(unaudited)
Operating lease costs	$ 12	$ 9
Short-term lease costs	1	1
Variable costs	1	1
Total	$ 14	$ 11

Rent expense under Topic 840 was $10 million for the year ended December 31, 2018. As of December 31, 2019 and September 30, 2020, the Company's consolidated balance sheet included right-of-use assets in the amount of $41 million and $40 million, respectively, and lease liabilities in the amount of $8 million and $11 million in accrued liabilities, respectively, and $42 million and $38 million in lease liabilities, non-current, respectively.

As of December 31, 2019 and September 30, 2020, the weighted-average remaining lease term was 5 years and 4 years, respectively, and the weighted-average discount rate used to determine the net present value of the lease liabilities was 6%.

Supplemental cash flow information for the Company's operating leases were as follows (in millions):

	Year Ended December 31, 2019	Nine Months Ended September 30, 2020
		(unaudited)
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 13	$ 10
Right-of-use assets obtained in exchange for new lease liabilities	$ 1	$ 6

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The maturities of the Company's operating lease liabilities are as follows (in millions):

Year ending December 31,	December 31, 2019
2020	$ 11
2021	11
2022	11
2023	10
2024	10
Thereafter	5
Total lease payments	58
Less: imputed interest	(8)
Present value of lease liabilities	$ 50

Year ending December 31,	September 30, 2020 (unaudited)
Remainder of 2020	$ 3
2021	14
2022	13
2023	11
2024	10
Thereafter	5
Total lease payments	56
Less: imputed interest	(7)
Present value of lease liabilities	$ 49

The aggregate future minimum lease obligations under Topic 840 for all operating lease agreements with a minimum term of one year are as follows (in millions):

Year ending December 31,	December 31, 2018
2019	$ 13
2020	12
2021	11
2022	11
2023	10
Thereafter	15
Total	$ 72

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6. COMMITMENTS AND CONTINGENCIES

Letter of Credit

The Company has a standby letter of credit with a bank in the amount of $10 million in conjunction with the second amendment to the lease of the Company's corporate headquarters in San Francisco, California. As of December 31, 2019 and September 30, 2020, no amounts had been drawn down and the Company was in compliance with the covenants under this letter of credit.

Purchase Obligations

During 2019, the Company amended a marketing arrangement which increased the total commitment under the agreement and extended the arrangement to July 31, 2021. As of December 31, 2019, the remaining commitment under the amended agreement was $18 million and payable over 2 years, with $13 million payable in 2020 and the remaining thereafter. During the nine months ended September 30, 2020, the Company satisfied $4 million of its commitment.

Effective September 1, 2019, the Company entered into an amendment to a colocation and cloud services arrangement committing the Company to make payments of $120 million for services over 3 years. As of December 31, 2019, the remaining commitment under this amended agreement is $99 million, with $39 million, $40 million and $20 million payable in 2020, 2021 and 2022, respectively. During the nine months ended September 30, 2020, the Company satisfied $19 million of its commitment.

In August 2018, the Company entered into a separate agreement with a different vendor for colocation and cloud services committing the Company to make payments of $28 million for services over 3 years. As of December 31, 2019, the remaining commitment under this agreement is $12 million, all of which payable in 2020. During the nine months ended September 30, 2020, the Company satisfied no commitment under this obligation.

Legal Contingencies

As of December 31, 2019 and September 30, 2020, there were no legal contingency matters, either individually or in aggregate, that would have a material adverse effect on the financial position, results of operations, or cash flows of the Company. Given the unpredictable nature of legal proceedings, the Company bases its estimate on the information available at the time of the assessment. As additional information becomes available, the Company reassesses the potential liability and may revise the estimate.

7. REDEEMABLE CONVERTIBLE PREFERRED STOCK WARRANT

In August 2016, the Company issued a warrant to purchase 9,866,400 shares of the Company's Series B redeemable convertible preferred stock ("Series B warrant") at an exercise price of $0.00001 per share. The Company accounted for the Series B warrant as a liability upon issuance. The Series B warrant expires on the day preceding a liquidity event, which is defined as an IPO or change of control event. The fair value of Series B warrant liability as of December 31, 2018 and 2019 and September 30, 2020 was $124 million, $127 million and $182 million respectively. The Series B warrant remained outstanding as of September 30, 2020.

8. REDEEMABLE CONVERTIBLE PREFERRED STOCK

In March 2019, the Company's Board of Directors ("Board of Directors") approved an amendment and restatement to the Company's Certificate of Incorporation, as amended and restated, which

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increased the total authorized shares of redeemable convertible preferred stock to 443,462,930 shares, decreased the authorized shares of Series C redeemable convertible preferred stock ("Series C") to 71,084,900, decreased the authorized shares of Series G redeemable convertible preferred stock ("Series G") to 16,873,190, and authorized 20,640,090 shares for a new series of convertible preferred stock to be designated as Series H redeemable convertible preferred stock ("Series H").

In March 2019, the Company raised gross proceeds of approximately $160 million from the sale of 9,435,480 shares of Series H at $16.95729 per share. Furthermore, the Company granted the lead investor the right to purchase up to an additional 8,845,750 shares of Series H for $16.95729 per share. The right is considered an embedded feature of the Series H shares sold to this lead investor and, therefore, does not have a standalone value. The right expired unexercised on March 31, 2020.

Redeemable convertible preferred stock consists of the following (in millions, except share amounts):

	December 31, 2018			December 31, 2019 and September 30, 2020 (unaudited)		
	Shares Authorized	Shares Issued and Outstanding	Liquidation Preference	Shares Authorized	Shares Issued and Outstanding	Liquidation Preference
Series A	64,373,670	64,373,670	$ 23	64,373,670	63,673,670	$ 22
Series B	68,830,830	58,964,430	23	68,830,830	58,964,430	23
Series C	79,660,910	71,084,900	45	71,084,900	71,084,900	45
Series D	55,195,330	55,195,330	138	55,195,330	55,195,330	138
Series E	83,245,600	83,245,600	514	83,245,600	83,245,600	514
Series F	63,219,320	63,219,320	410	63,219,320	63,219,320	410
Series G	19,000,000	16,873,190	227	16,873,190	16,873,190	227
Series H	–	–	–	20,640,090	9,435,480	240
Total redeemable convertible preferred stock	433,525,660	412,956,440	$ 1,380	443,462,930	421,691,920	$ 1,619

Series A — In June 2019, the Company entered into an agreement with one of its stockholders to repurchase 700,000 shares of the Company's Series A redeemable convertible preferred stock ("Series A") for a total of $7 million in cash. The amount paid in excess of the carrying value of Series A is considered a deemed dividend and is reflected as such in the calculation of net loss attributable to common stockholders. The repurchased shares were constructively retired and were removed from both the issued and outstanding number of shares on the 2019 consolidated balance sheet and consolidated statement of stockholders' deficit.

Series C — In August 2017, the Company entered into agreements with two stockholders to repurchase a combined 8,576,010 shares of the Company's Series C for a total of $46 million in cash. The amount paid in excess of the carrying value of Series C is considered a deemed dividend and is reflected as such in the calculation of net loss attributable to common stockholders. The repurchased shares were constructively retired and were removed from both the issued and outstanding number of shares in the consolidated statement of stockholders' deficit as of December 31, 2017.

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The holders of redeemable convertible preferred stock have various significant rights and preferences as follows:

Dividend Provisions — Holders of Series A, Series B redeemable convertible preferred stock ("Series B"), Series C, Series D redeemable convertible preferred stock ("Series D"), Series E redeemable convertible preferred stock ("Series E"), Series F redeemable convertible preferred stock ("Series F"), Series G, and Series H are entitled to receive noncumulative dividends, prior and in preference to any declaration of dividends on common stock, at the per annum rate of $0.0280464, $0.0316, $0.0502128, $0.2000168, $0.49396, $0.5190688, $1.076264 and $1.3565832 per share, respectively, when and if declared by the Board of Directors, except for dividends on common stock payable solely in common stock. The holders of redeemable convertible preferred stock are also entitled to participate in dividends on common stock, when and if declared by the Board of Directors, based on the number of shares of common stock that would be held on an as-if converted basis, except for dividends on common stock payable solely in common stock. No dividends on redeemable convertible preferred stock or common stock have been declared by the Board of Directors from inception through September 30, 2020.

Liquidation Preference — In the event of any liquidation, dissolution, or winding-up of the Company, including a merger, acquisition of the Company, or sale of assets, the stockholders of redeemable convertible preferred stock are entitled to receive, on a pari passu basis, their liquidation preference prior to any distributions to common stockholders, plus any declared but unpaid dividends. Upon the completion of the distribution to the stockholders of the redeemable convertible preferred stock, the remaining assets of the corporation available for distribution to stockholders will be distributed among the holders of common stock pro rata based on the number of shares of common stock held by each such holder.

Series A, Series B, Series C, Series D, Series E, Series F and Series G each have a liquidation preference of $0.35058, $0.395, $0.62766, $2.50021, $6.17450, $6.48836 and $13.4533 per share, respectively. The liquidation preference of Series H is contingent on the date of the liquidation event. If the liquidation event occurs within three calendar years from the date of issuance of Series H, the holders of Series H will be entitled to receive $25.43594 per share; if the event occurs during the fourth calendar year from the date of issuance of Series H, the holders of Series H will be entitled to receive $29.67526 per share; and, if the event occurs after four calendar years from the date of issuance of Series H, the holders of Series H will be entitled to receive $33.91458 per share.

If the liquidity event consists of an IPO and occurs within three calendar years from the date of issuance of Series H, then, if the value of the common stock issued upon conversion of Series H is less than 150% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement, the holders of Series H receive an additional number of shares of common stock such that the value of the common stock issued upon conversion of Series H in the IPO (at the IPO price) plus the value of the additional shares of common stock shall equal 150% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement. If the liquidity event consists of an IPO and occurs during the fourth calendar year from the date of issuance of Series H, then, if the value of the common stock issued upon conversion of Series H is less than 175% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement, the holders of Series H receive an additional number of shares of common stock such that the value of the common stock issued upon conversion of Series H in the IPO (at the IPO price) plus the value of the additional shares

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of common stock shall equal 175% of the aggregate consideration paid for Series H pursuant to the Series H purchase agreement. If the liquidity event consists of an IPO and occurs after the fourth calendar year from the date of issuance of Series H, then, if the value of the common stock issued upon conversion of Series H is less than 200% of aggregate consideration paid for the Series H pursuant to the Series H purchase agreement, the holders of Series H receive an additional number of shares of common stock such that the value of the common stock issued upon conversion of Series H in the IPO (at the IPO price) plus the value of the additional shares of common stock shall equal 200% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement. Such incremental shares to be issued to the holders of Series H, if any, will be referred to as Series H Redeemable Convertible Preferred Stock Additional Issuance Shares.

Redemption — The holders of the redeemable convertible preferred stock have no voluntary rights to redeem the shares. The sale, transfer or other disposition of substantially all of the Company's assets would constitute a redemption event as would other deemed liquidation events such as a change in control, whether by merger, consolidation or otherwise. If such a deemed liquidation event occurs, all of the holders of equally and more subordinated equity instruments are not explicitly entitled to receive the same form of consideration. Although the redeemable convertible preferred stock is not mandatorily or currently redeemable, any of these events would constitute a redemption event that is outside of the control of the Company.

The Company classifies its redeemable convertible preferred stock as temporary equity because it may become redeemable due to certain change in control events that are outside the Company's control, including a merger, acquisition, or sale of assets of the Company. The Company has not adjusted the carrying value of the redeemable convertible preferred stock to its redemption value because redemption was not probable as of the balance sheet dates presented. The Company will adjust the carrying value of the redeemable convertible preferred stock to its redemption value if redemption becomes probable in the future.

Conversion Rights — Each share of redeemable convertible preferred stock is convertible, after notice to the Company one business day after the applicable Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (“HSR”), waiting period has expired or been terminated; provided, however, that no notice needs to be sent if the redeemable convertible preferred stockholder has verified that the conversion is not subject to HSR. As of December 31, 2019, each share of redeemable convertible preferred stock would convert into common stock on a one-for-one basis. Each share of redeemable convertible preferred stock automatically converts into the number of shares of common stock into which such shares are convertible at the then-effective conversion ratio upon the closing of a firm commitment underwritten public offering in which the pre-money valuation is at least $8.75 billion and the gross cash proceeds are no less than $500 million (a “Qualified Public Offering”). Prior to a Qualified Public Offering, each share of Series A, Series B, Series C and Series D automatically converts into common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of the Series A, Series B, Series C and Series D, voting together as a single class and on an as-converted basis; each share of Series E automatically converts into shares of common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of Series E, voting as a separate series and on an as-converted basis; each share of Series F automatically converts into shares of common stock at then effective conversion ratio upon vote or written consent or agreement of the holders of a majority of the Series F, voting as a separate series and on an as-converted basis, which such vote must include one or more particular redeemable convertible preferred stockholders; each share of Series G

automatically converts into shares of common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of Series G, voting as a separate series, which such vote must include one or more particular redeemable convertible preferred stockholders; and, each share of Series H automatically converts into shares of common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of Series H, voting as a separate series and on an as-converted basis.

Antidilution Provisions — The conversion price of the redeemable convertible preferred stock is subject to adjustment to mitigate dilution in the event that the Company issues additional shares at a purchase price less than the applicable conversion price.

Voting Rights — The holder of each share of redeemable convertible preferred stock has voting rights equal to the number of shares of common stock into which it is convertible and votes together as one class with the common stock; provided, however, that the holders of shares of Series D, Series E, Series F, Series G, and Series H stock do not vote in any elections of directors. Each share of common stock is entitled to one vote.

As long as at least 10 million shares (as adjusted for any stock splits, stock dividends, combinations, subdivision or recapitalizations) of each class of Series A and Series B, respectively, and as long as any shares of Series C, remain outstanding, the holders of each such class of Series A, Series B and Series C shall be entitled to elect (voting as separate classes) one director of the Company for each respective class of redeemable convertible preferred stock. The holders of outstanding common stock (voting as a separate class) shall be entitled to elect two directors of the Company. The holders of outstanding common stock together with the holders of Series A, Series B and Series C (voting together as a single class using an as-converted basis for the redeemable convertible preferred stock) shall be entitled to elect one additional director.

Protective Provisions — So long as at least 108,399,130 shares of all redeemable convertible preferred stock remain outstanding (as adjusted for any stock splits, stock dividends, combinations, subdivision or recapitalizations), the Company must obtain approval from a majority of the then outstanding shares of redeemable convertible preferred stock in order to (i) consummate a liquidation event or effect any other merger or consolidation; (ii) amend, alter, repeal, or waive any provision of the Company's amended and restated certificate of incorporation or bylaws; (iii) authorize or issue any equity security having a preference over, or being on a parity with, any series of outstanding redeemable convertible preferred stock with respect to dividends, liquidation or redemption (other than authorized but unissued shares of Series H); (iv) redeem, purchase or otherwise acquire any shares of redeemable convertible preferred stock or common stock, subject to certain exceptions; (v) change the authorized number of members of the Board of Directors; (vi) pay or declare any dividend on any shares of common stock or redeemable convertible preferred stock, subject to certain exceptions; (vii) effect an IPO of common stock or (viii) create, or hold capital stock in, any subsidiary that is not wholly owned by the Company, unless approved by the Board of Directors.

So long as any shares of Series E are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series E in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series E, or (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series E.

So long as any shares of Series F are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series F, which such vote must include one or more

particular redeemable convertible preferred stockholders, in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series F, (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series F, or (iii) reclassify, alter or amend the Series G, if such reclassification, alteration or amendment would render Series G senior to Series F in respect of any dividend, liquidation or redemption right, preference or privilege or reclassify, alter or amend any of the Series A, Series B, Series C, Series D, Series E, Series F or Series G (the "prior preferred series"), if such reclassification, alteration or amendment would render any of the prior redeemable convertible preferred series senior to or pari passu with Series F in respect of any dividend, liquidation or redemption right, preference or privilege.

So long as any shares of Series G are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series G, which such vote must include one or more particular redeemable convertible preferred stockholders, in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series G, (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series G, or (iii) reclassify, alter or amend Series F, if such reclassification, alteration or amendment would render Series F senior to Series G in respect of any dividend, liquidation or redemption right, preference or privilege or reclassify, alter or amend any of the prior preferred series, if such reclassification, alteration or amendment would render any of the prior preferred series senior to or pari passu with Series G in respect of any dividend, liquidation or redemption right, preference or privilege.

So long as any shares of Series H are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series H in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series H, (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series H, or (iii) issue additional shares of Series H, unless such issuance is effected pursuant to the Series H purchase agreement.

9. COMMON STOCK AND STOCK-BASED COMPENSATION

The Company's Certificate of Incorporation, as amended and restated, authorizes the Company to issue up to 730,000,000 shares of common stock with par value of $0.0001 per share. Each share of common stock is entitled to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when declared by the Board of Directors, subject to the priority rights of holders of all classes of redeemable convertible preferred stock outstanding.

In 2014, the Company issued a warrant to purchase 550,000 shares of common stock at an exercise price of $0.149 per share. The common stock warrant expires in May 2024. The fair value of this warrant was recorded in additional paid in capital upon issuance. The warrant remained outstanding as of December 31, 2018 and 2019 and September 30, 2020.

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The Company had reserved shares of common stock for future issuance as follows:

	December 31, 2019	September 30, 2020 (unaudited)
Redeemable convertible preferred stock, all series	421,691,920	421,691,920
Series B warrant	9,866,400	9,866,400
Warrant to purchase common stock	550,000	550,000
Common stock options outstanding	80,322,960	74,943,650
Restricted stock units outstanding	43,837,350	50,235,160
Shares available for future grant of equity awards	4,436,340	1,953,530
Total	560,704,970	559,240,660

Related Party Transaction

In June 2019, the Company repurchased 1,429,740 shares of common stock from its Chief Executive Officer at $12.17 per share. The incremental value between the repurchase price and the fair value of the common stock at the time of the transaction resulted in stock-based compensation expense of $2 million for the year ended December 31, 2019.

Equity Incentive Plan

In 2010, the Board of Directors approved the adoption of the 2010 Stock Plan (the “Plan”). As of December 31, 2019 and September 30, 2020, the total shares reserved for issuance under the Plan were 145,778,610 and 149,478,610, respectively. The Plan provides for the grant of incentive and nonstatutory stock options and RSUs to employees, directors and consultants of the Company. Options granted under the Plan to employees continue to vest until the last day of employment and generally will vest over four or five years and expire 10 years from the date of grant. Employees generally forfeit their rights to exercise vested options after three months following their termination of employment or 6 or 12 months in the event of termination of services by reason of disability or death, respectively. Stock options to consultants are generally granted for services performed and vest according to an award-specific schedule as approved by the Board of Directors. When options are exercised subject to a repurchase right, the Company may buy back any unvested shares at their original exercise price in the event of an employee’s termination prior to full vesting. As of December 31, 2019 and September 30, 2020, there were no shares subject to this repurchase right. Under the terms of the Plan, any shares that expire, are forfeited, or are otherwise reacquired by the Company shall be added back to the number of shares then available for issuance.

The exercise price of incentive stock options granted under the Plan must be at least equal to 100% of the fair market value of the Company’s common stock at the date of grant, as determined by the Board of Directors. The exercise price must not be less than 110% of the fair market value of the Company’s common stock at the date of grant for incentive stock options granted to an employee that owns greater than 10% of the Company stock. Through December 31, 2019 and September 30, 2020, no options have been granted to purchase stock at a price less than fair value as determined by the Board of Directors at the time of the grant.

The Company grants RSUs to employees, which generally expire 7 years from the date of grant and vest upon the achievement of both a service condition and a liquidity condition. The service

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condition for these awards is satisfied over four or five years. The liquidity condition is satisfied upon the occurrence of a qualifying event, defined as a change of control transaction or an IPO. Upon employee termination, RSUs that have satisfied the service condition remain outstanding until the earlier of a liquidity event, the expiration date, or the third anniversary of the service termination.

Stock Option and RSU Activity

A summary of stock option and RSU activity under the Plan and related information is as follows:

		Options Outstanding			RSUs Outstanding	
	Shares Available for Grant	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)	Number of RSUs	Weighted-Average Remaining Contractual Term (In Years)
Balances at December 31, 2018	6,385,700	81,128,590	$ 0.244	5.16	33,350,760	5.32
Authorized	8,363,440	–	–		–	
Granted	(11,845,700)	–	–		11,845,700	
Common stock issued for services	(233,340)	–	–		–	
Exercised	–	(755,630)	0.429		–	
Forfeited	1,409,110	(50,000)	0.001		(1,359,110)	
Repurchased common stock	357,130	–	–		–	
Balances at December 31, 2019	4,436,340	80,322,960	$ 0.242	4.16	43,837,350	4.83
Authorized (unaudited)	3,700,000	–	–		–	
Granted (unaudited)	(7,254,440)	–	–		7,254,440	
Exercised (unaudited)	–	(5,379,310)	0.361		–	
Forfeited or cancelled (unaudited)	856,630	–	–		(856,630)	
Repurchased common stock (unaudited)	215,000	–	–		–	
Balances at September 30, 2020 (unaudited)	1,953,530	74,943,650	$ 0.234	3.45	50,235,160	4.45

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There were no options granted during the year ended December 31, 2017, 2018, 2019 or the nine months ended September 30, 2020. All options outstanding as of December 31, 2019 were fully vested. The aggregate intrinsic value of options exercised during the years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020 was $12 million, $48 million, $8 million, and $71 million, respectively. The intrinsic value is the difference between the estimated fair value of the Company's common stock at the date of exercise and the exercise price for in-the-money options. The weighted-average grant date fair value of RSUs granted during the years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020 was $8.284, $11.316, $11.553 and $15.495 per share, respectively. The aggregate intrinsic value of options and RSUs outstanding as of December 31, 2019 was $910 million and $507 million, respectively, and as of September 30, 2020 was $1.2 billion and $835 million, respectively.

Stock-Based Compensation Expense

As of December 31, 2019 and September 30, 2020, no stock-based compensation expense has been recognized for RSUs because a qualifying event, defined as a change of control transaction or an IPO, had not yet occurred. In the year in which a qualifying event is completed, the Company will record cumulative stock-based compensation expense using the accelerated attribution method for those RSUs for which the service condition has been satisfied prior to the occurrence of the qualifying event. If the qualifying event had occurred on December 31, 2019, the Company would have recorded cumulative stock-based compensation expense of approximately $283 million for the year ended December 31, 2019 and would recognize the remaining $120 million of unrecognized stock-based compensation expense over a weighted-average period of approximately 1.82 years.

If the qualifying event had occurred on September 30, 2020, the Company would have recorded cumulative stock-based compensation expense of approximately $355 million during the nine months ended September 30, 2020, and would recognize the remaining $153 million of unrecognized stock-based compensation expense over a weighted-average period of approximately 1.78 years.

The Company has recorded $9 million in stock-based compensation expense, for the sale of shares of common stock by an executive to a certain investor, for the nine months ended September 30, 2020. The amount reflects the excess of the sales price per share of common stock over the deemed fair value of the common stock. The expense has been recorded within general and administrative expenses in the consolidated statement of operations and comprehensive loss. The Company did not sell any shares or receive any proceeds from this transaction.

For the years ended December 31, 2017, 2018 and 2019, the Company recorded stock-based compensation expense of $8 million, $2 million and $2 million, respectively. For the nine months ended September 30, 2019 and 2020, the Company recorded stock-based compensation expense of $2 million and $9 million, respectively.

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10. INCOME TAXES

The components of loss before provision for income taxes are as follows (in millions):

	Year Ended December 31,		
	2017	2018	2019
Domestic	$204	$205	$130
Foreign	3	3	(2)
Loss before provision for income taxes	$207	$208	$128

There has historically been no federal or state provision for income taxes because the Company has historically incurred operating losses and maintains a full valuation allowance against its net deferred tax assets. For the year ended December 31, 2019, the Company recognized an immaterial provision related to foreign income taxes.

The table below details the activity of the deferred tax asset valuation allowance (in millions):

	Balance at Beginning of Period	Additions	Deductions	Balance at End of Period
Year ended December 31, 2017				
Deferred tax assets valuation allowance	$ 276	$ 2	$ (73)	$ 205
Year ended December 31, 2018				
Deferred tax assets valuation allowance	$ 205	$ 50	$ (1)	$ 254
Year ended December 31, 2019				
Deferred tax assets valuation allowance	$ 254	$ 29	$ (1)	$ 282

The difference between income taxes computed at the statutory federal income tax rate and the provision for income taxes is attributable to the following (in millions):

	Years Ended December 31,		
	2017	2018	2019
Federal tax (benefit) at statutory rate	$ (70)	$ (44)	$ (27)
Stock-based compensation	(1)	(5)	(1)
Foreign rate differential	1	1	–
Change in tax rate for the Tax Act	120	–	–
Non-deductible warrant valuation	24	–	1
Other	(1)	–	1
Change in valuation allowance	(73)	48	27
Total provision for income taxes	$ –	$ –	$ 1

The tax provision differs from the benefit that would result from applying statutory rates to losses before income taxes primarily due to the valuation allowance provided on the net deferred tax assets. Deferred income taxes reflect the net tax effects of (a) temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and (b) operating losses and tax credit carryforwards.

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Deferred tax assets and liabilities are as follows (in millions):

	December 31, 2018	December 31, 2019
Deferred tax assets:		
Net operating loss carryforwards	$ 239	$ 266
Lease liabilities	–	11
Reserves and accruals not currently deductible	9	8
Stock-based compensation	6	7
Total gross deferred tax assets	254	292
Less: valuation allowance	(254)	(282)
Total deferred tax assets, net of valuation allowance	–	10
Deferred tax liabilities:		
Property and equipment, including right-of-use assets	–	(9)
Total gross deferred tax liabilities	–	(9)
Net deferred tax (liabilities) assets	$ –	$ 1

Due to a history of losses, the Company believes it is not more likely than not that its net deferred tax assets will be realized as of December 31, 2018 or 2019. Accordingly, the Company has established a full valuation allowance on its domestic net deferred tax assets. The Company's valuation allowance increased by $27 million during the year ended December 31, 2019.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act"). The Tax Act made broad and complex changes to the U.S. tax code, including, but not limited to, (1) reducing the U.S. federal corporate tax rate from 35 percent to 21 percent; (2) requiring companies to pay a one-time transition tax on certain unrepatriated earnings of foreign subsidiaries; (3) generally eliminating U.S. federal income taxes on dividends from foreign subsidiaries; (4) requiring a current inclusion of global intangible low-taxed income ("GILTI") in U.S. federal taxable income of certain earnings of controlled foreign corporations; (5) eliminating the corporate alternative minimum tax ("AMT") and changing how existing AMT credits can be realized; (6) creating the base erosion anti-abuse tax ("BEAT"), a new minimum tax; (7) creating a new limitation on deductible interest expense; and (8) changing rules related to uses and limitations of net operating loss carryforwards created in tax years beginning after December 31, 2017 changing classification of certain deferred tax assets as indefinite-lived.

The Securities and Exchange Commission ("SEC") staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act ("SAB 118"), which provides guidance on accounting for the tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740, Income Taxes ("ASC 740"). During the fourth quarter of 2018, the Company completed its accounting for the Tax Act with no adjustments to the 2017 provisional amounts:

- Reduction of U.S. federal corporate tax rate to 21 percent: in 2017, the Company recorded a reduction in its gross deferred tax asset resulting from the revaluation, which was offset by a corresponding reduction in the amount of valuation allowance recorded.

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- One-time mandatory transition tax: in 2017, the Company recorded a provisional transition tax obligation of $0.

As of December 31, 2019, the Company had federal net operating loss carryforwards available to reduce future taxable income, if any, of $885 million that begin to expire in 2030 and continue to expire through 2037 and $324 million that have an unlimited carryover period. As of December 31, 2019, the Company had state net operating loss carryforwards available to reduce future taxable income, if any, of $1.4 billion that begin to expire in 2030 and continue to expire through 2039.

Utilization of net operating loss carryforwards may be subject to future annual limitations due to the ownership change limitations provided by Section 382 of the Internal Revenue Code and similar state provisions. The federal net operating loss carryforwards and the state net operating loss carryforwards both begin expiring in 2030.

The Company had immaterial unrecognized tax benefits as of December 31, 2019, fully offset by a valuation allowance. These unrecognized tax benefits, if recognized, would not affect the effective tax rate. There were no unrecognized tax benefits at December 31, 2018. No interest or penalties were incurred during the years ended December 31, 2017, 2018 or 2019.

The Company files income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. The Company is not currently under examination by income tax authorities in federal, state or other jurisdictions. All tax returns will remain open for examination by the federal and state authorities for three and four years, respectively, from the date of utilization of any net operating loss or credits. Certain tax years are subject to foreign income tax examinations by tax authorities until the statute of limitations expire.

For the Nine Months Ended September 30, 2019 and 2020

The Company's tax provision for interim periods is determined using an estimate of its annual effective tax rate, adjusted for discrete items, if any, that arise during the period. Each quarter, the Company assesses its estimate of the annual effective tax rate, and if the estimated annual effective tax rate changes, the Company makes a cumulative adjustment in the period of change.

The Company's quarterly tax provision, and estimates of its annual effective tax rate, is subject to variation due to several factors, including variability in pre-tax income (or loss), the mix of jurisdictions to which such income relates, tax law developments, as well as non-deductible expenses, such as share-based compensation and changes in its valuation allowance.

The provision for income taxes was not significant for the nine months ended September 30, 2019 and September 30, 2020. The effective tax rate was approximately zero percent for the nine months ended September 30, 2019 and 2020. The effective tax rate was lower than the U.S. federal statutory rate primarily because of the domestic valuation allowances. For all periods presented, the Company recognized an insignificant provision related to foreign income taxes.

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11. NET LOSS PER SHARE ATTRIBUTABLE TO COMMON STOCKHOLDERS

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in millions, except share and per share data):

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Numerator:					
Net loss	$ (207)	$ (208)	$ (129)	$ (5)	$ (176)
Less: deemed dividend to convertible preferred stockholders	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Denominator:					
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	100,388,409	102,966,038	104,045,615	104,174,437	106,935,604
Net loss per share attributable to common stockholders, basic and diluted	$ (2.46)	$ (2.02)	$ (1.31)	$ (0.12)	$ (1.65)

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The following outstanding shares of potentially dilutive securities were excluded from the computation of diluted net loss per share because including them would have had an anti-dilutive effect:

	As of December 31,			As of September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Redeemable convertible preferred stock, all series	412,956,440	412,956,440	421,691,920	421,691,920	421,691,920
Series B warrant.	9,866,400	9,866,400	9,866,400	9,866,400	9,866,400
Warrant to purchase common stock	550,000	550,000	550,000	550,000	550,000
Common stock options outstanding	85,426,070	81,128,590	80,322,960	80,368,960	74,943,650
Restricted stock units outstanding	24,651,250	33,350,760	43,837,350	42,578,950	50,235,160
Total	533,450,160	537,852,190	556,268,630	555,056,230	557,287,130

12. UNAUDITED PRO FORMA NET LOSS PER SHARE

Unaudited pro forma basic net loss per share is computed to give effect to the automatic conversion of all outstanding shares of the Company's redeemable convertible preferred stock into common stock using the if-converted method as though the conversion had occurred as of the beginning of the period or the original date of issuance, if later, and the exercise of Series B warrant, resulting in the issuance of common stock. The pro forma share amounts also give effect to the RSUs subject to both service-based and liquidity event-related performance vesting conditions for which the service-based vesting condition had been satisfied as of December 31, 2019 and September 30, 2020 on a weighted-average basis.

The net loss used in computing unaudited pro forma basic net loss per share gives effect to remove losses resulting from the remeasurement of the Series B warrant liability. The net loss used in computing unaudited pro forma basic net loss per share does not give effect to the stock-based compensation expense associated with these RSUs. If the IPO had been completed on September 30, 2020, the Company would have recognized approximately $355 million of stock-based compensation related to these RSUs on the effective date. Unaudited pro forma diluted net loss per share is the same as the unaudited pro forma basic net loss per share for the period as the impact of any potentially dilutive securities was anti-dilutive.

The following table presents the calculation of pro forma basic and diluted net loss per share (in millions, except share and per share data):

	Year Ended December 31, 2019	Nine months Ended September 30, 2020
		(unaudited)
Numerator:		
Net loss attributable to Class A and Class B common stockholders	$ (129)	$ (176)

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	Year Ended December 31, 2019	Nine months Ended September 30, 2020
		(unaudited)
Denominator:		
Weighted-average shares used in computing net loss per share attributable to Class A and Class B common stockholders, basic and diluted	104,045,615	106,935,603
Pro forma adjustment to reflect the automatic conversion of redeemable convertible preferred stock	420,022,615	421,691,920
Pro forma adjustment to reflect the assumed exercise and conversion of Series B warrant	9,866,400	9,866,400
Pro forma adjustment to reflect assumed vesting of RSUs with liquidity event-related performance vesting condition	21,650,200	28,555,900
Pro forma adjustment to reflect conversion of Series H Redeemable Convertible Preferred Stock Additional Issuance Shares (assuming the midpoint of the offering price range)	999,315	999,315
Weighted-average shares used in computing pro forma net loss per share attributable to Class A and Class B common stockholders, basic and diluted	556,584,145	568,049,138
Pro forma net loss attributable to Class A and Class B common stockholders per share, basic and diluted	$ (0.23)	$ (0.31)

13. GEOGRAPHICAL INFORMATION

The Company believes it is relevant to disclose geographical revenue information on both a demand basis, determined by the ship-to address of the user, and on a supply basis, determined by the location of the merchants' operations.

Core marketplace revenue by geographic area based on the ship-to address of the user is as follows (in millions):

	Year Ended December 31,						Nine Months Ended September 30,			
	2017[1]		2018[2]		2019		2019		2020	
							(unaudited)			
Europe	$ 492	47%	$ 759	50%	$ 716	49%	$ 516	49%	$ 564	43%
North America[3]	440	42%	579	38%	566	38%	406	39%	548	42%
South America	40	4%	58	4%	72	5%	48	5%	69	5%
Other	81	7%	112	8%	119	8%	79	7%	119	10%
Core marketplace revenue	$1,053	100%	$1,508	100%	$1,473	100%	$1,049	100%	$1,300	100%

(1) Revenue has not been adjusted to Topic 606 and continues to be reported under Topic 605.
(2) Revenue has been adjusted for the impact of Topic 606.
(3) United States accounted for $385 million, $495 million, $472 million, $341 million and $461 million of core marketplace revenue for the years ended 2017, 2018 and 2019, and the nine months ended September 30, 2019 and 2020, respectively.

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China accounted for substantially all of marketplace and logistics revenue in 2017, 2018 and 2019 and during the nine months ended September 30, 2020, respectively, based on the location of the merchants' operations.

The Company's long-lived tangible assets, which consist of property and equipment, net and operating lease right-of-use assets, net, located in the United States were 93%, 94% and 88% of the total long-lived tangible assets as of December 31, 2018 and 2019 and September 30, 2020, respectively. The long-lived tangible assets outside the United States were located in Canada, China, and the Netherlands.

14. SUBSEQUENT EVENTS

The Company has evaluated subsequent events for recognition and measurement purposes through August 28, 2020, which is the date that the consolidated financial statements and accompanying notes were available for issuance.

2010 Stock Plan

On May 5, 2020, the Company's Board of Directors approved an increase in the shares reserved for issuance under the 2010 Stock Plan from 145,778,610 to 149,478,610 shares.

15. SUBSEQUENT EVENTS (UNAUDITED)

The Company has evaluated subsequent events for recognition and measurement purposes, and with respect to the stock split discussed in Note 2, through December 6, 2020, which is the date that the unaudited interim consolidated financial statements were available for issuance.

2020 Equity Incentive Plan

On November 19, 2020, the Company's Board of Directors adopted and approved the 2020 Equity Incentive Plan (the "2020 Plan"). While the 2020 Plan became effective immediately on adoption, no awards will be granted under it prior to the day that the Company's Registration Statement on Form S-1 is declared effective by the SEC (the "IPO Date"). The 2020 Plan provides for the award of options, stock appreciation rights, restricted shares, and RSUs to issue up to the sum of (a) 36,000,000 shares of common stock, (b) the number of shares of common stock outstanding under the 2010 Stock Plan on the IPO date, (c) the number of shares common stock that remain available to be granted under the 2010 Stock Plan on the IPO date, and (d) the number of shares that are subject to awards granted under the 2010 Stock Plan that are forfeited, cancelled or expired after the IPO date. The number of shares reserved for issuance under the 2020 Plan will be increased automatically on the first day of each fiscal year, commencing in 2022 and ending in 2030, by a number equal to the lesser of: (a) 5% of the shares of common stock outstanding on the last day of the prior fiscal year; or (b) the number of shares determined by the Board of Directors.

2020 Employee Stock Purchase Plan

On November 19, 2020, the Company's Board of Directors adopted and approved the 2020 Employee Stock Purchase Plan (the "2020 ESPP"), which will become effective on the IPO Date.

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Under the 2020 ESPP, the Company will initially reserve for issuance 7,500,000 shares of common stock, which will increase automatically on the first day of each fiscal year, commencing in 2022 and ending in 2040, by a number equal to the lesser of: (a) 7,500,000 shares of common stock; (b) 1% of the shares of common stock outstanding on the last day of the prior fiscal year; or (c) the number of shares of common stock determined by the Company's Board of Directors.

Revolving Credit Facility

In November 2020, the Company entered into a five-year $280 million senior secured revolving credit facility (the "Revolving Credit Facility") to, among other things, permit the Company to increase its aggregate commitments by up to $100 million, if an accordion option is exercised and provided the Company is able to secure additional lender commitments and satisfy certain other conditions, and to enter into letters of credit from time to time, which reduces its borrowing capacity under the Revolving Credit Facility. Interest on any borrowings under the Revolving Credit Facility accrues at either adjusted LIBOR plus 1.50% or at an alternative base rate plus 0.50%, at the Company's election, and the Company is required to pay a commitment fee that accrues at 0.25% per annum on the unused portion of the aggregate commitments under the Revolving Credit Facility. The Company is required to pay a fee that accrues at 1.50% per annum on the average daily amount available to be drawn under any letters of credit outstanding under the Revolving Credit Facility.

The Revolving Credit Facility contains customary conditions to borrowing, events of default and covenants, including covenants that restrict the Company's ability (and the ability of certain of the Company's subsidiaries) to incur indebtedness, grant liens, make certain fundamental changes and asset sales, make distributions to stockholders, make investments or engage in transactions with affiliates. It also contains a minimum liquidity financial covenant of $350 million, which includes unrestricted cash and any available borrowing capacity under the Revolving Credit Facility. The obligations under the Revolving Credit Facility are secured by liens on substantially all of the Company's domestic assets and are guaranteed by any material domestic subsidiaries, subject to customary exceptions. As of December 6, 2020, the Company had not made any borrowings under the Revolving Credit Facility.

Amended and Restated Certificate of Incorporation

In December 2020, the Company's Board of Directors approved the Amended and Restated Certificate of Incorporation, which will become effective on the IPO Date, to authorize the increase of shares of the Company's capital stock to 3,600,000,000 shares, with a par value of $0.0001 per share, of which 3,000,000,000 shares are designated as Class A common stock, 500,000,000 shares are designated as Class B common stock and 100,000,000 shares are designated as preferred stock.

CEO Performance Award

In December 2020, the Company's Board of Directors granted the CEO an equity incentive award in the form of performance-based restricted stock units under the Company's 2010 Plan covering 10,021,500 shares of the Company's Class B common stock. The award vests only if the CEO satisfies a service-based vesting condition and the achievement of certain stock price targets. The award will have a term ending on the seventh anniversary of the Company's IPO date and is eligible to vest based on the Company's stock price performance over a performance period beginning six months

after the IPO date. The award is divided into five tranches that are eligible to vest based on the achievement of stock price targets measured based on an average of the Company's stock price over a specified number of days during the performance period. The CEO must also remain employed as the Company's CEO through the second anniversary of the IPO date and continue to serve through each subsequent stock price target achievement dates. The award may also be subject to accelerated vesting if the Company completes a change in control on or prior to the second anniversary of the IPO date, depending upon the per share value of the Company's Class A common stock in relation to the tranches associated with the stock price targets.

* * * * * *

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Part II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table presents the costs and expenses, other than underwriting discounts and commissions, payable in connection with this offering. All amounts are estimates except the SEC registration fee, the FINRA filing fee and Nasdaq listing fee. Except as otherwise noted, all the expenses below will be paid by us.

SEC registration fee	$ 138,514
FINRA filing fee	190,940
Nasdaq listing fee	295,000
Printing and engraving expenses	220,000
Legal fees and expenses	1,600,000
Accounting fees and expenses	4,350,000
Transfer agent and registrar fees	30,000
Miscellaneous fees and expenses	575,546
Total	$ 7,400,000

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the Delaware General Corporation Law are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act.

As permitted by the Delaware General Corporation Law, our amended and restated certificate of incorporation and amended and restated bylaws contain provisions relating to the limitation of liability and indemnification of directors and officers. The amended and restated certificate of incorporation provides that our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- in respect of unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- for any transaction from which the director derives any improper personal benefit.

Our amended and restated certificate of incorporation also provides that if Delaware law is amended after the approval by our stockholders of the certificate of incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law.

Our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with their service for or on our behalf. Our amended and restated bylaws provide that we shall advance the expenses incurred by a director or

officer in advance of the final disposition of an action or proceeding, and permit us to secure insurance on behalf of any director, officer, employee, or other enterprise agent for any liability arising out of his or her action in that capacity, whether or not Delaware law would otherwise permit indemnification.

We intend to enter into indemnification agreements with each of our directors and executive officers and certain other key employees, a form of which is attached as Exhibit 10.1. The form of agreement provides that we will indemnify each of our directors, executive officers and such other key employees against any and all expenses incurred by that director, executive officer, or other key employee because of his or her status as one of our directors, executive officers, or other key employees, to the fullest extent permitted by Delaware law, our restated certificate of incorporation and our amended and restated bylaws. In addition, the form agreement provides that, to the fullest extent permitted by Delaware law, we will advance all expenses incurred by our directors, executive officers and other key employees in connection with a legal proceeding.

Reference is made to the underwriting agreement contained in Exhibit 1.1 to this registration statement, indemnifying our directors and officers against limited liabilities. In addition, Section 1.9 of our amended and restated investors' rights agreement (the "IRA") contained in Exhibit 4.2 to this registration statement provides for indemnification of certain of our stockholders against liabilities described in the IRA.

We currently carry and intend to continue to carry liability insurance for our directors and officers.

Item 15. Recent Sales of Unregistered Securities

Since January 1, 2017 we have issued the following unregistered securities (after giving effect to the conversion of our common stock into Class B common stock and the effectiveness of a 10-for-1 stock split of our capital stock effected on December 4, 2020).

Preferred Stock Issuances

In April 2017, we issued 5,394,280 shares of our Series F redeemable convertible preferred stock in a subsequent closing at a price per share of $6.488 per share to one accredited investor.

Between September 2017 and October 2017, we issued 16,873,190 shares of our Series G redeemable convertible preferred stock at a price per share of $13.453 to 15 accredited investors.

In March 2019, we issued 9,435,480 shares of our Series H redeemable convertible preferred stock at a price per share of $16.957 to two accredited investors.

Plan-Related Issuances

From January 1, 2017 through December 6, 2020, we issued to our directors, officers, employees, consultants, and other service providers an aggregate of 12,037,800 shares of our Class B common stock at per share purchase prices ranging from $0.001 to $5.556 pursuant to exercises of options granted under our 2010 Stock Plan.

From January 1, 2017 through December 6, 2020, we granted to our directors, officers, employees, consultants, and other service providers an aggregate of 4,721,590 RSUs, to be settled in shares of our Class B common stock under our 2010 Stock Plan.

In April 2019, we issued to a former consultant an aggregate of 233,340 shares of our Class B Common Stock at a price per share of $0.068 pursuant to a stock grant under our 2010 Stock Plan.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. We believe that the offers, sales and issuances of the above securities were exempt from registration under the Securities Act by virtue of Section 4(a)(2) of the

Securities Act or Regulation D promulgated thereunder as transactions by an issuer not involving any public offering, or in reliance on Rule 701 promulgated under Section 3(b) of the Securities Act because the transactions were pursuant to compensatory benefit plans or contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate information about us or had adequate access, through their relationships with us, to information about us.

Item 16. Exhibits and Financial Statement Schedules

(a) **Exhibits**.

Exhibit Number	Description
1.1	Form of Underwriting Agreement.
3.1	Restated Certificate of Incorporation of the Registrant, as amended, as currently in effect.
3.2**	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be effective upon completion of this offering.
3.3**	Bylaws of the Registrant, as currently in effect.
3.4**	Form of Amended and Restated Bylaws of the Registrant, to be effective upon completion of this offering.
4.1	Form of Registrant's Class A common stock certificate.
4.2**	Amended and Restated Investors' Rights Agreement, dated March 18, 2019 by and among the Registrant and the other parties thereto.
4.3**	Warrant to Purchase Series B Preferred Stock, issued to Formation8 Partners Fund I, L.P., dated August 1, 2016.
4.4**	Warrant to Purchase Common Stock, issued to Silicon Valley Bank, dated May 13, 2014.
4.5**	Form of Proxy Agreement, between Registrant, Peter Szulczewski, and certain parties thereto.
4.6**	Form of Proxy Agreement, between Registrant, Peter Szulczewski, and a certain party thereto.
5.1	Opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP.
10.1**	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.
10.2**	2010 Stock Plan, as amended, and forms of agreements thereunder.
10.3	2020 Equity Incentive Plan and form of agreements thereunder.
10.4	2020 Employee Stock Purchase Plan.
10.5**	Employment Letter Agreement, dated November 19, 2020, between the Registrant and Peter Szulczewski.
10.6**	Offer Letter, dated November 9, 2016, between the Registrant and Rajat Bahri.
10.7**	Offer Letter, dated January 15, 2018, between the Registrant and Devang Shah.
10.8**	Offer Letter, dated May 11, 2014, between the Registrant and Thomas Chuang.
10.9**	Offer Letter, dated August 16, 2019, between the Registrant and Pai Liu.
10.10**	Form of Executive Severance and Change in Control Agreement.
10.11	Credit Agreement among the Registrant and JPMorgan Chase Bank, N.A. and the other parties thereto.
21.1**	Subsidiaries of the Registrant.
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.

Exhibit Number	Description
23.2	Consent of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP (contained in Exhibit 5.1).
23.3	Consent of Director Nominee (Jacqueline Reses).
24.1**	Power of Attorney (included on signature page).

** Previously filed.

(b) **Financial Statement Schedules.** All schedules have been omitted because the information required to be presented in them is not applicable or is shown in the consolidated financial statements or related notes.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California, on this 7th day of December, 2020.

CONTEXTLOGIC INC.

/s/ Rajat Bahri
Rajat Bahri
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Peter Szulczewski Peter Szulczewski	Chief Executive Officer and Chairperson (principal executive officer)	December 7, 2020
/s/ Rajat Bahri Rajat Bahri	Chief Financial Officer (principal financial officer)	December 7, 2020
/s/ Brett Just Brett Just	Chief Accounting Officer (principal accounting officer)	December 7, 2020
* Julie Bradley	Director	December 7, 2020
* Ari Emanuel	Director	December 7, 2020
* Joe Lonsdale	Director	December 7, 2020
* Tanzeen Syed	Director	December 7, 2020
* Stephanie Tilenius	Director	December 7, 2020
* Hans Tung	Director	December 7, 2020

*By: /s/ Peter Szulczewski
Peter Szulczewski,
Attorney-in-fact

Exhibit 1.1

ContextLogic Inc.

Class A Common Stock, par value $0.0001 per share

Form of
Underwriting Agreement

December [●], 2020

Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC
BofA Securities, Inc.

As representatives (the "***Representatives***") of the several Underwriters
named in **Schedule I** hereto

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

ContextLogic Inc., a Delaware corporation (the "***Company***"), proposes, subject to the terms and conditions stated in this agreement (this "***Agreement***"), to issue and sell to the several Underwriters named in **Schedule I** hereto (the "***Underwriters***") an aggregate of [●] shares (the "***Firm Shares***") and, at the election of the Underwriters, up to [●] additional shares (the "***Optional Shares***") of Class A common stock, par value $0.0001 per share ("***Stock***"), of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "***Shares***"). The shares of Class B common stock, par value $0.0001 per share, of the Company are hereinafter referred to as the "***Class B Common Stock***." The Stock and the Class B Common Stock are hereinafter collectively referred to as the "***Common Stock***."

Goldman Sachs & Co. LLC (the "***Directed Share Underwriter***") has agreed to reserve up to [●] Shares of the Shares to be purchased by it under this Agreement for sale at the direction of the Company to certain parties related to the Company (collectively, "***Participants***"). The Shares to be sold by the Directed Share Underwriter pursuant to the Directed Share Program are hereinafter called the "Directed Shares." Any Directed Shares not confirmed for purchase by the deadline established therefor by the Directed Share Underwriter in consultation with the Company will be offered to the public by the Underwriters as set forth in the Prospectus.

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-1 (File No. 333–250531) (the "***Initial Registration Statement***") in respect of the Shares has been filed with the Securities and Exchange Commission (the "***Commission***"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to the Representatives, excluding the exhibits thereto, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "***Rule 462(b) Registration Statement***"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "***Act***"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the Company's knowledge, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "***Preliminary Prospectus***"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "***Registration Statement***"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the "***Pricing Prospectus***"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "***Prospectus***"; any oral or written communication with potential investors undertaken in reliance on Rule 163B under the Act is hereinafter called a "***Testing-the-Waters Communication***"; any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "***Written Testing-the-Waters Communication***"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "***Issuer Free Writing Prospectus***"); and any "bona fide electronic road show" as defined in Rule 433(h)(5) under the Act that has been made available without restriction to any person is hereinafter called a "***broadly available road show***";

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(c) of this Agreement);

(c) For the purposes of this Agreement, the "***Applicable Time***" is [●] p.m., New York City time on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on **Schedule II(c)** hereto, taken together (collectively, the "***Pricing Disclosure Package***"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make

the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each Issuer Free Writing Prospectus, each broadly available road show and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however,* that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(d) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(e) Neither the Company nor any of its subsidiaries has, since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries, taken as a whole, would be required to be filed as an exhibit to the Registration Statement pursuant to Item 601 of Regulation S-K of the Act or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries, taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (x) any change in the capital stock (other than as a result of (i) the exercise of stock options or warrants or settlement of restricted stock units (including any "net" or "cashless" exercises or settlements), if any, or the award, if any, of stock options, restricted stock units, restricted stock or other awards pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the repurchase of shares of capital stock upon termination of the holder's employment or service with the Company pursuant to agreements providing for an option to repurchase or a right of first refusal on behalf of the Company or (iii) the issuance, if any, of stock upon exercise or conversion of Company securities as described in the Pricing Prospectus and the Prospectus, or (iv) issuances otherwise set forth or contemplated in the Pricing Prospectus) or any increase in long-term debt of the Company or any of its subsidiaries or (y) any Material Adverse Effect (as defined below); as used in this Agreement, "***Material Adverse Effect***" shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, general affairs, management, consolidated financial position, consolidated stockholders' equity, or consolidated results of operations of the Company and its subsidiaries, taken as a whole, or (ii) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus;

(f) The Company and its subsidiaries do not own any real property and have good and marketable title to all personal property owned by them (other than with respect to Intellectual Property, title to which is addressed exclusively in subsection 1(dd)), in each case free and clear of all liens,

encumbrances and defects except such as are described in the Pricing Prospectus or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them, to the Company's knowledge, under valid, subsisting and enforceable leases (subject to the effects of (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors generally, (ii) the application of general principles of equity (including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether enforcement is considered in proceedings at law or in equity) and (iii) applicable law and public policy with respect to rights to indemnity and contribution) with such exceptions as are not material and do not materially interfere with the use made of such property and buildings by the Company and its subsidiaries;

(g) The Company has been (i) duly organized and is validly existing and in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing (where such concept exists) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each significant subsidiary, if any (as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Act) of the Company (each, a "***significant subsidiary***") has been has been duly incorporated or organized and is validly existing as a corporation or other business organization in good standing under the laws of its jurisdiction of incorporation, formation or organization, and each other jurisdiction in which it owns or leases properties or conducts any business, as applicable, to the extent the concept of "good standing" is applicable under the laws of such jurisdiction, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(h) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued and outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description thereof contained in the Pricing Disclosure Package and Prospectus; and all of the issued and outstanding shares of capital stock of each significant subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except for such liens or encumbrances described in the Pricing Prospectus and the Prospectus;

(i) The Shares to be issued and sold by the Company to the Underwriters hereunder have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights, except rights that have been compiled with or waived in writing as of the date of this Agreement;

(j) The issue and sale of the Shares and the compliance by the Company with this Agreement and the consummation of the transactions contemplated in this Agreement and the Pricing Prospectus will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is

bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company or any of its subsidiaries, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except, in the case of this clauses (A) and (C) for such defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or regulatory body is required for the issue and sale of the Shares by the Company or the consummation by the Company of the transactions contemplated by this Agreement, except such as have been obtained under the Act, the approval by the Financial Industry Regulatory Authority ("***FINRA***") of the underwriting terms and arrangements, the approval for listing on the Nasdaq Global Select Market (the "***Exchange***") and such consents, approvals, authorizations, registrations or qualifications as may have been obtained or as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(k) Neither the Company nor any of its subsidiaries is (i) in violation of its certificate of incorporation or by-laws (or other applicable organizational document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(l) The statements set forth in the Pricing Prospectus and Prospectus under the caption "Description of Capital Stock" and "Shares Eligible for Future Sale", insofar as they purport to constitute a summary of the terms of the Stock, and under the captions "Material U.S. Federal Income Tax Consequences for Non-U.S. Holders of Our Class A Common Stock" and "Underwriting", insofar as they purport to describe the provisions of the laws (other than laws, rules and regulations relating to selling restrictions in various foreign jurisdictions) and documents referred to therein, are accurate, complete and fair in all material respects; *provided*, *however* that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(m) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any executive officer or director of the Company, is a party or of which any property of the Company or any of its subsidiaries or, to the Company's knowledge, any executive officer or director of the Company, is the subject which, if determined adversely to the Company or any of its subsidiaries (or such officer or director), would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, other than as set forth in the Pricing Prospectus, no such proceedings are threatened by governmental authorities or others;

(n) The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Pricing Prospectus and the Prospectus, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "***Investment Company Act***");

(o) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined under Rule 405 under the Act;

(p) Ernst & Young LLP, who has audited certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder;

(q) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) that (i) is designed to comply with the requirements of the Exchange Act applicable to the Company, (ii) has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles ("***GAAP***") and (iii) is designed to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and except as disclosed in the Pricing Prospectus, the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting (it being understood that this subsection shall not require the Company to comply with Section 404 of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith (the "***Sarbanes-Oxley Act***") as of an earlier date than it would otherwise be required to so comply under applicable law);

(r) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(s) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that are designed to comply with the requirements of the Exchange Act applicable to the Company; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(t) This Agreement has been duly authorized, executed and delivered by the Company;

(u) None of the Company or any of its subsidiaries nor to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person while acting on behalf of the Company or any of its subsidiaries has (i) directly or indirectly made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful benefit or expense to any government official, including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (ii) made, offered, promised or authorized any direct or indirect unlawful payment to any government official; or (iii) violated or is in violation of any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law (collectively, the "***Anti-Corruption Laws***");

(v) The Company and its subsidiaries have conducted their businesses in compliance in all material respects with applicable anti-corruption laws and have instituted and maintained, and continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws;

(w) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the applicable anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business (collectively, the "***Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(x) None of the Company, any of its subsidiaries or their controlled affiliates nor, to the knowledge of the Company, any director, officer, employee acting on behalf of the Company or any of its subsidiaries or their controlled affiliates, is, or is owned or controlled by, a person that is, currently the subject or the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("***OFAC***"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person") the European Union, Her Majesty's Treasury, the United Nations Security Council, or other relevant sanctions authority (collectively, "***Sanctions***"), nor is the Company or any of its subsidiaries located, organized, or resident in a country or territory that is the subject or target of Sanctions including, without limitation, Cuba, Iran, North Korea, Syria, and Crimea, and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions, except to the extent as permitted under applicable Sanctions, or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

(y) Each of the Company and its subsidiaries has not, and is not, engaged in any transactions or dealings with any person, or in any country or territory, that at the time of the dealing or transaction is or was the subject or target of Sanctions, except to the extent as permitted under applicable Sanctions;

(z) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. The selected consolidated financial data and the summary consolidated financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable;

(aa) There are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the Act except as have been validly waived or complied with in connection with the offering of the Shares;

(bb) No labor disturbance by or dispute with current or former employees of the Company exists or, to the Company's knowledge, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of the Company's principal suppliers, manufacturers or contractors, except as would not reasonably be expected to have a Material Adverse Effect. The Company is not a party to any collective bargaining agreement.

(cc) The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and business, including business interruption insurance, in such amounts and that insures against such losses and risks as are reasonable and is ordinary and customary for comparable companies in the same or similar businesses as determined by the Company; and the Company believes are adequate to protect the Company and its subsidiaries; and its subsidiaries (i) has not received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance and (ii) the Company does not have any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business;

(dd) To the knowledge of the Company, the Company owns or has valid, binding and enforceable licenses or other rights to practice or use all patents and patent applications, copyrights, trademarks, trademark registrations, service marks, service mark registrations, trade names, service names and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and all other technology and intellectual property rights necessary for the conduct, or the proposed conduct, of the business of the Company (as described in the Pricing Prospectus and the Prospectus) (collectively, the "***Company Intellectual Property***"), except where the failure to have any of the foregoing would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, the conduct of its and its subsidiaries' respective business and the proposed conduct of its business does not and will not infringe or misappropriate any intellectual property rights of others that would reasonably be expected to have a Material Adverse Effect; to the knowledge of the Company, there are no rights of third parties to any of the Company Intellectual Property owned by the Company that would be reasonably be expected to have a Material Adverse Effect, and such intellectual property is owned by the Company free and clear of all liens, security interests, or encumbrances; to the knowledge of the Company, the patents, trademarks and copyrights held or licensed by the Company included within the Company Intellectual Property are valid, enforceable and subsisting; to the knowledge of the Company, the patent, trademark, and copyright applications included within the Company Intellectual Property are subsisting and have not been abandoned; to the knowledge of the Company, there is no infringement by third parties of any of the Company Intellectual Property that would reasonably be expected to have a Material Adverse Effect; other than as disclosed in the Pricing Prospectus and the Prospectus or that would not reasonably be expected to have a Material Adverse Effect, (i) the Company is not obligated or under any liability to pay a material royalty, grant a license, or provide other consideration to any third-party in connection with the Company Intellectual Property that would reasonably be expected to have a Material Adverse Effect, (ii) no action, suit, claim or other proceeding is pending or, to the knowledge of the Company, is threatened, alleging that the Company is infringing, misappropriating, diluting or otherwise violating, or would, upon the commercialization of any product or service proposed in the Pricing Prospectus and the Prospectus to be conducted, infringe, misappropriate, dilute, or otherwise violate, any rights of others with respect to any of the Company's product candidates, processes or intellectual property, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim, (iii) no action, suit, claim or other proceeding is pending or, to the

knowledge of the Company, is threatened, challenging the validity, enforceability, scope, registration, ownership or use of any of the Company Intellectual Property owned or exclusively licensed by the Company, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim, (iv) no action, suit, claim or other proceeding is pending or, to the knowledge of the Company, is threatened, challenging the Company's rights in or to any Company Intellectual Property, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim, (v) the Company has not received notice of any claim that the Company is infringing, misappropriating or conflicting with any asserted rights of others with respect to any of the Company's products, proposed products, processes or Company Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim, (vi) to the knowledge of the Company, no employee, consultant or independent contractor of the Company is in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement nondisclosure agreement or any restrictive covenant to or with a former employer or independent contractor where the basis of such violation arises out of such employee's employment or independent contractor's or consultant's engagement with the Company or actions undertaken while employed or engaged with the Company, (vii) the Company has taken reasonable measures to protect its confidential information and trade secrets and to maintain and safeguard the Company Intellectual Property, including the execution of appropriate nondisclosure and confidentiality agreements, (viii) the Company is in material compliance with the terms of each agreement pursuant to which Company Intellectual Property has been licensed to the Company, and all such agreements are in full force and effect, (ix) to the knowledge of the Company, all agreements pursuant to which Company Intellectual Property has been licensed to the Company are in full force and effect, (x) to the knowledge of the Company, no software or technology employed by the Company or its subsidiaries has been obtained or is being used by the Company or its subsidiaries in violation of any contractual or legal obligation binding on the Company or its subsidiaries (or, to the knowledge of the Company, any of their officers, directors, employees, or contractors), including with respect to software or other materials distributed under an "open source" or similar licensing model that meets the definition of "open source" promulgated by the Open Source Initiative located online at http://opensource.org/osd (e.g., GNU General Public License, GNU Lesser General Public License, and GNU Affero General Public License), and (xi) all patents and patent applications owned by the Company have, to the knowledge of the Company, been duly and properly filed and maintained and to the knowledge of the Company, there are no material defects in any of the patents or patent applications disclosed in the Registration Statement, Pricing Prospectus or the Prospectus as being owned by the Company;

(ee) (i) Except as would not reasonably be expected to have a Material Adverse Effect, the Company's and its subsidiaries' information technology assets and equipment, computers, technology systems and other systems, networks, hardware, software, websites, applications, and databases (collectively, "***IT Systems***") are adequate for, and operate and perform as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, to the Company's knowledge, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have taken commercially reasonable steps to (i) implement and maintain controls, policies, procedures, and safeguards to maintain and protect their confidential information and the privacy, confidentiality, integrity, continuous operation, redundancy and security of all IT Systems and data (in each case, under the control of the Company or any other entity performing services for the Company) used in connection with the operation of the Company or its subsidiaries (including any information that relates to an identified or identifiable individual or is otherwise considered "personal information," "personally identifiable information" or "personal data" under applicable law, sensitive data, confidential information or regulated data in any form (collectively, the "***Protected Information***")) and (ii) protect the IT Systems, Protected Information and any other data used in connection with the operation of the Company and its subsidiaries, and to establish and maintain commercially reasonable disaster recovery and security plans, procedures and facilities for the business,

including, without limitation, for the IT Systems, Protected Information and data held or used by or for the Company and its subsidiaries. There have been no actual or suspected security breaches or attacks, violations, outages, accidental or unlawful destruction, loss, alteration or unauthorized uses or disclosures of or access to any IT Systems or Protected Information, or any other material incidents or compromises of or relating to any IT Systems or Protected Information, and the Company has not received any notifications by any third parties of any of the foregoing, except in each case as would not reasonably be expected to have a Material Adverse Effect.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company has at all times complied with (a) all applicable laws, statutes, regulations, directives and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and (b) all (I) data protection, privacy and security policies applicable to the Company and (II) contractual obligations of the Company concerning data protection, privacy, security of Protected Information, relating to the privacy and security of IT Systems and Protected Information or to the protection of such IT Systems and Protected Information from unauthorized use, access, misappropriation or modification (collectively (a) and (b), the "***Data Protection Requirements***"). To the extent the Company maintains, transmits or sells personal information, as defined under the California Consumer Privacy Act of 2018, the Company is in material compliance with all rules and regulations promulgated thereunder. The Company provides and, to its knowledge, has provided adequate notice to data subjects for any past and present collection, use, sale, disclosure, international transfer and other processing of Protected Information by or for the Company. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company (x) has not received written notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Data Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (y) is not currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action relating to any Data Protection Requirement; and (z) is not a party to any order, decree, or agreement by any court or arbitrator or governmental or regulatory authority that imposes any obligation or liability relating to any Data Protection Requirement.

(ff) Any statistical, industry-related and market-related data included in the Pricing Prospectus and the Prospectus are based on or derived from sources that the Company believes, after reasonable inquiry, to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data from such sources;

(gg) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and has made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities having jurisdiction over the Company and its subsidiaries that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the Pricing Prospectus and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the Company has not received written notice of any revocation or modification of any such license, certificate, permit or authorization, except where such revocation or modification would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(hh) All United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed, subject to permitted extensions, through the date hereof, and all taxes shown as due on such tax returns or that otherwise have been assessed in writing, which are due and payable, have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company or as would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have filed all other tax returns that are required to have

been filed by them pursuant to applicable foreign, state, local or other law except insofar as the failure to file such tax returns would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and have paid all taxes due pursuant to such tax returns or pursuant to any written assessment received by the Company and its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect. No tax deficiency has been determined adversely to the Company or its subsidiaries which has (nor does the Company or its subsidiaries have any written notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Company or its subsidiaries and which would, individually or in the aggregate, reasonably be expected to have) a Material Adverse Effect;

(ii) The Company has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of the Shares;

(jj) The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares;

(kk) No relationship, direct or indirect, exists between or among the Company, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company, on the other, that is required by the Act to be described in the Registration Statement and the Prospectus and that is not so described in such documents and in the Registration Statement, the Pricing Prospectus and the Prospectus;

(ll) There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith applicable to them, including Section 402 related to loans; and

(mm) With respect to the stock options (the "***Stock Options***") granted pursuant to the stock-based compensation plans of the Company and its subsidiaries (the "***Company Stock Plans***"), (i) each Stock Option intended to qualify as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended, so qualifies, except as would not reasonably be expected to result in a Material Adverse Effect, (ii) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective by all necessary corporate action, including, as applicable, approval by the board of directors of the Company (or a duly constituted and authorized committee thereof) and any required stockholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, except, in the case of award agreements, where the failure to execute and deliver such agreements would not reasonably be expected to result in a Material Adverse Effect, (iii) each such grant was made in accordance with the terms of the Company Stock Plans and all other applicable laws and regulatory rules or requirements, except as would not reasonably be expected to result in a Material Adverse Effect, and (iv) each such grant was properly accounted for in accordance with GAAP in the financial statements (including the related notes) of the Company.

(nn) There are (and prior to such Time of Delivery, will be) no debt securities or preferred stock issued or guaranteed by the Company that are rated by a "nationally recognized statistical rating organization", as such term is defined in Section 3(a)(62) under the Exchange Act.

(oo) The holders of shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock (such shares of Common Stock or other such securities collectively, the "***Securities***") representing substantially all of the Securities that have not delivered executed lock-up agreements (as described in Section 8(j)) to Goldman Sachs & Co. LLC as of the date hereof are bound by market standoff provisions with the Company that impose restrictions with respect to such holder's securities during the Lock-Up Period (as defined below) without the consent of the Company ("***Market Standoff Provisions***") that are enforceable by the Company. Each such Market Standoff Provision is in full force and effect as of the date hereof and shall remain in full force and effect during the Lock-Up Period, except that this provision shall not prevent the Company from effecting such a waiver or amendment to permit a transfer of securities which would be permissible if such securities were subject to the terms of the lock-up agreement in the form attached as Annex II hereto.

(pp) The Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectuses and any Written Testing-the-Waters Communication comply in all material respects, and any further amendments or supplements thereto will comply in all material respects, with any applicable laws or regulations of foreign jurisdictions in which the Pricing Disclosure Package, the Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and any Written Testing-the-Waters Communication, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program;

(qq) No authorization, approval, consent, license, order, registration or qualification of or with any government, governmental instrumentality or court, other than such as have been obtained, is necessary under the securities laws and regulations of foreign jurisdictions in which the Directed Shares are offered outside the United States;

(rr) The Company has specifically directed in writing the allocation of Shares to each Participant in the Directed Share Program, and neither the Directed Share Underwriter nor any other Underwriter has had any involvement or influence, directly or indirectly, in such allocation decision; and

(ss) The Company has not offered, or caused the Directed Share Underwriter or its affiliates to offer, Shares to any person pursuant to the Directed Share Program (i) for any consideration other than the cash payment of the initial public offering price per share set forth in Schedule II hereof or (ii) with the specific intent to unlawfully influence (x) a customer or supplier of the Company to alter the customer or supplier's terms, level or type of business with the Company or (y) a trade journalist or publication to write or publish favorable information about the Company or its products.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $[●], the number of Firm Shares set forth opposite the name of such Underwriter in **Schedule I** hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of

Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in **Schedule I** hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to [●] Optional Shares, at the purchase price per share set forth in the paragraph above, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by the Representatives of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Pricing Prospectus and the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of the Depository Trust Company ("***DTC***"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance. The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [●], 2020 or such other time and date as the Representatives and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York City time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "***First Time of Delivery***", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "***Second Time of Delivery***", and each such time and date for delivery is herein called a "***Time of Delivery***".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(m) hereof, will be delivered at the offices of Cooley LLP, 101 California Street, 5th Floor, San Francisco, California 94111-5800 (the "***Closing Location***"), and the Shares will be delivered at the office of DTC or its designated custodian, all at such Time of Delivery. A meeting will be held at the Closing Location at [●] p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "***New York Business Day***" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by the Representatives promptly after reasonable notice thereof; to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish the Representatives with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose or pursuant to Section 8A of the Act, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its reasonable efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required) or to subject itself to taxation for doing business in any jurisdiction in which it was not otherwise subject to taxation;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such later date and time as may be agreed to by the Representatives and the Company) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus, Preliminary Prospectus and any supplements and amendments thereto or to the Registration Statement in such quantities as the Representatives may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and, before amending or supplementing the Registration Statement, the Pricing Disclosure Package or the Prospectus, to furnish you a copy of each such proposed amendment or supplement and not file any such proposed amendment or supplement to which you reasonably object, and upon the Representatives' request to prepare and furnish without charge to each Underwriter and to any dealer in securities (whose name and address the Representatives shall furnish to the Company) as many written and electronic copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any

Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon the Representatives' request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as the Representatives may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering, Analysis and Retrieval System ("***EDGAR***")), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (i) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "***Lock-Up Period***"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, loan, hedge, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing (ii) enter into any hedging, swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clauses (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise without the prior written consent of Goldman Sachs & Co. LLC; *provided*, *however*, that the foregoing restrictions shall not apply to (A) the Shares to be sold hereunder, (B) the issuance by the Company of shares of Stock upon the exercise (including "net" or "cashless" exercise) of an option or warrant, vesting or settlement (including "net" settlement) of a restricted stock unit, or the exercise, conversion (including the issuance by the Company of Class A Common Stock upon the conversion of Class B Common Stock), exchange or reclassification of a security outstanding on the date hereof, provided that such option, warrant, restricted stock unit or security is disclosed in the Pricing Prospectus and disclosed in or contemplated by the Pricing Prospectus, (C) the grant of options to purchase, restricted stock units or the issuance by the Company of Common Stock or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock, in each case pursuant to the Company's equity compensation plans disclosed in the Pricing Prospectus, (D) the entry into an agreement providing for the issuance by the Company of shares of Common Stock or any security convertible into or exercisable for shares of Common Stock in connection with the acquisition by the Company or any of its subsidiaries of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, and the issuance of any such securities pursuant to any such agreement, (E) the entry into any agreement providing for the issuance of shares of Common Stock or any security convertible into or exercisable for shares of Common Stock in connection with joint ventures, commercial relationships or other strategic transactions, and the issuance of any such securities pursuant to any such agreement, and (F) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to the Company's equity compensation plans that are described in the Pricing Prospectus or any assumed employee benefit plan contemplated by clause (D) provided that in the case of clauses (D) and (E), the aggregate number of shares of Common Stock that the Company may sell or issue or agree to sell or issue pursuant to clauses (D) and (E) shall not exceed 5% of the total number of shares of the Common Stock issued and outstanding immediately following the completion of the transactions contemplated by this Agreement and provided further that in the case of clauses (B), (C), (D) and (E) the Company shall cause each recipient of such securities to execute and deliver to the Representatives, on or prior to the issuance of such securities, a lock-

up agreement on substantially the same terms as the lock-up agreements referenced in Section 8(j) hereof for the remainder of the Lock-Up Period and enter stop transfer instructions with the Company's transfer agent and registrar on such securities, which the Company agrees it will not waive or amend without the prior written consent of Goldman Sachs & Co. LLC;

(ii) If Goldman Sachs & Co. LLC, in its sole discretion, agrees to release or waive the restrictions set forth in a lock-up letter delivered pursuant to Section 8(j) hereof for an officer or director of the Company and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex I hereto through a major news service at least two business days before the effective date of the release or waiver.

(iii) To enforce all existing agreements between the Company and any of its securityholders that prohibit the sale, transfer, assignment, pledge or hypothecation of any of the Company's securities in connection with the Company's initial public offering until, in respect of any particular securityholder, the earlier to occur of (i) the expiration of the Lock-Up Period or (ii) the expiration of any similar arrangement entered into by such securityholder with the Representative; to direct the transfer agent to place stop transfer restrictions upon any such securities of the Company that are bound by such existing "lock-up," "market stand-off," "holdback" or similar provisions of such agreements for the duration of the periods contemplated in the preceding clause; and not to release or otherwise grant any waiver of such provisions in such agreements during such periods without the prior written consent of the Representative, on behalf of the Underwriters;

(iv) In addition, during the Lock-Up Period, the Company agrees to (a) enforce the Market Standoff Provisions and any similar transfer restrictions contained in any agreement between the Company and any of its securityholders, including, without limitation, through the issuance of stop transfer instructions to the Company's transfer agent with respect to any transaction that would constitute a breach of, or default under, the transfer restrictions, except that this provision shall not prevent the Company from effecting such a waiver or amendment to permit a transfer of securities that would be permissible under the terms of the lock-up agreement in the form attached as Annex II hereto, and (b) not amend or waive any such transfer restrictions with respect to any such holder without the prior written consent of Goldman Sachs & Co. LLC;

(f) During a period of three years form the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; *provided*, *however*, that no reports, documents or other information need to be furnished pursuant to this Section 5(f) to the extent that they are available on EDGAR or the provision of which would require disclosure by the Company under Regulation FD;

(g) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to the Representatives copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to the Representatives you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed (such financial statements to

be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); provided that no reports, documents or other information need to be furnished pursuant to this Section 5(g) to the extent that they are available on EDGAR;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(i) To use its reasonable best efforts to list, subject to notice of issuance, the Shares on the Exchange;

(j) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(k) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act;

(l) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "***License***"); *provided*, *however*, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred;

(m) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program; and

(n) To deliver to the Representatives, on the date of execution of this Agreement, a properly completed and executed Certification Regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and the Company undertakes to provide such additional supporting documentation as the Representatives may reasonably request in connection with the verification of the foregoing Certification.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on **Schedule II(a)** hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; *provided*, *however*, that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus or a Written Testing-the-Waters Communication made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on **Schedule II(d)** hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications; and

(e) Each Underwriter represents and agrees that (i) any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), or (a)(8) under the Act and (ii) it will not distribute, or authorize any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior written authorization of the Company.

7. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses incurred in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses incurred in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including reasonable and documented the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with listing the Shares on the Exchange; (v) all fees and disbursements of counsel for the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program; (vi) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (vii) the cost of preparing stock certificates, if applicable; (viii) the cost and charges of any transfer agent or registrar; (ix) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Shares, including without limitation, expenses associated with the production of the road show slides, graphics and videos, fees and expenses of any consultants engaged by or with the explicit written consent of the Company in

connection with the road show presentations, and travel and lodging expenses of the representatives and officers of the Company (which, for the avoidance of doubt, shall not include the Underwriters and their representatives), including 50% of the third party costs of any private aircraft incurred in connection with such road show engaged with the explicit prior consent of the Company; and (x) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section; *provided, however,* that the amount payable by the Company for the reasonable and documented fees and disbursements of counsel to the Underwriters described in subsection (vi) shall not exceed $40,000 in the aggregate. It is understood, however, that, except as provided in this Section, and Sections 9, 10 and 13 hereof, the Underwriters will pay all of their own costs and expenses, including their own travel, lodging and meal expenses (including meal expenses for potential investors) in connection with any road show, the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Cooley LLP, counsel for the Underwriters, shall have furnished to you such written opinion and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to the Representatives, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, counsel for the Company, shall have furnished to the Representatives their written opinion and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(d) [Reserved]

(e) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Ernst & Young LLP shall have furnished to the Representative a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to the Representatives;

(f) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than as a result of (i) the exercise of stock options or warrants or settlement of restricted stock units (including any "net" or "cashless" exercises or settlements), if any, or the award, if any, of stock options, restricted stock units, restricted stock or other awards pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the repurchase of shares of capital stock upon termination of the holder's employment or service with the Company pursuant to agreements providing for an option to repurchase or a right of first refusal on behalf of the Company or (iii) the issuance, if any, of stock upon exercise or conversion of Company securities as described in the Pricing Prospectus and the Prospectus, or (iv) issuances otherwise set forth or contemplated in the Pricing Prospectus) or any increase long-term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, consolidated financial position, consolidated stockholders' equity or consolidated results of operations of the Company and its subsidiaries, taken as a whole, or (y) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the Representatives' judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(g) [Reserved]

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on The Nasdaq Global Select Market; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal, California or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the Representatives' judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed, subject to notice of issuance, on the Exchange;

(j) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from securityholders of the Company representing a substantial majority of the shares of capital stock of the Company, in form and substance satisfactory to the Representatives and substantially in the form of Annex II hereto;

(k) The Company shall have delivered to the Representatives on the date of the Prospectus at a time prior to the execution of this Agreement and at such Time of Delivery a certificate of the Chief Financial Officer of the Company, in form and substance satisfactory to the Representatives;

(l) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and

(m) The Company shall have furnished or caused to be furnished to the Representatives at such Time of Delivery certificates of officers of the Company satisfactory to the Representatives as to the accuracy of the representations and warranties of the Company, herein at and as of such Time of Delivery, as to the performance by the Company, of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (f) of this Section and as to such other matters as the Representatives may reasonably request.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "road show" as defined in Rule 433(h) under the Act (a "***road show***"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or any Testing-the-Waters Communication authorized by the Company, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided*, *however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, any road show, or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) [Reserved]

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any road show or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any road show or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "***Underwriter Information***" shall mean the written information furnished to the Company by such Underwriter through the Representative expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the [●] paragraph under the caption "Underwriting", and the information contained in the [●] paragraph under the caption "Underwriting".

(d) Promptly after receipt by an indemnified party under subsection (a) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (after deducting any underwriting discounts and commissions but before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable

considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

10. (a) The Company will indemnify and hold harmless the Directed Share Underwriter against any losses, claims, damages and liabilities to which the Directed Share Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims damages or liabilities (or actions in respect thereof) (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) arise out of or are based upon the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase, or (iii) are related to, arise out of or are in connection with the Directed Share Program, and will reimburse the Directed Share Underwriter for any legal or other expenses reasonably incurred by the Directed Share Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that with respect to clauses (ii) and (iii) above, the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability is finally judicially determined to have resulted from the bad faith or gross negligence of the Directed Share Underwriter.

(b) Promptly after receipt by the Directed Share Underwriter of notice of the commencement of any action, the Directed Share Underwriter shall, if a claim in respect thereof is to be made against the Company, notify the Company in writing of the commencement thereof; provided that the failure to notify the Company shall not relieve the Company from any liability that it may have under the preceding paragraph of this Section 10 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the Company shall not relieve it from any liability that it may have to the Directed Share Underwriter otherwise than under the preceding paragraph of this Section 10. In case any such action shall be brought against the Directed Share Underwriter and it shall notify the Company of the commencement thereof, the Company shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to the Directed Share Underwriter (who shall not, except with the consent of the Directed Share Underwriter, be counsel to the Company), and, after notice from the Company

to the Directed Share Underwriter of its election so to assume the defense thereof, the Company shall not be liable to the Directed Share Underwriter under this subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by the Directed Share Underwriter, in connection with the defense thereof other than reasonable costs of investigation. The Company shall not, without the written consent of the Directed Share Underwriter, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Directed Share Underwriter is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the Directed Share Underwriter from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Directed Share Underwriter.

(c) If the indemnification provided for in this Section 10 is unavailable to or insufficient to hold harmless the Directed Share Underwriter under subsection (a) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then the Company shall contribute to the amount paid or payable by the Directed Share Underwriter as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Directed Share Underwriter on the other from the offering of the Directed Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by the Directed Share Underwriter in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Directed Share Underwriter on the other in connection with any statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Directed Share Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Directed Shares (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Directed Share Underwriter for the Directed Shares. If the loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or arises out of or is based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, the relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Directed Share Underwriter on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Directed Share Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection (c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (c). The amount paid or payable by the Directed Share Underwriter as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (c) shall be deemed to include any legal or other expenses reasonably incurred by the Directed Share Underwriter in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (c), the Directed Share Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Directed Shares sold by it and distributed to the Participants exceeds the amount of any damages which the Directed Share Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(d) The obligations of the Company under this Section 10 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of the Directed Share Underwriter and each person, if any, who controls the Directed Share Underwriter within the meaning of the Act and each broker-dealer or other affiliate of the Directed Share Underwriter.

11. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, the Representatives may in their discretion arrange for the Representatives or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Shares on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company that they have so arranged for the purchase of such Shares, or the Company notifies the Representatives that it has so arranged for the purchase of such Shares, the Representatives or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the Representatives' opinion may thereby be made necessary. The term "***Underwriter***" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Sections 9 and 10 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

12. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, broker dealer, affiliate or controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

13. If this Agreement shall be terminated pursuant to Section 11 hereof, the Company shall not be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason (other than those set forth in clauses (i), (iii), (iv) or (v) of Section 8(f)), any Shares are not delivered by or on behalf of the Company as provided herein or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including documented fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

14. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and (A) if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives (i) in care of Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department, (ii) in the care of J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Facsimile: (212) 622-8358, Attention: Equity Syndicate Desk and (iii) in the care of BofA Securities, Inc., One Bryant Park, New York, New York 10036, Facsimile: (646) 855-3073, Attention: Syndicate Department, with a copy to: Facsimile: (212) 230-8730, Attention: ECM Legal; and (B) if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: General Counsel; *provided, however*, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 12 hereof, the officers and directors of the Company and each person who controls the Company, or any Underwriter or any director, officer, employee, broker dealer, or affiliate of the Underwriters, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. Time shall be of the essence of this Agreement. As used herein, the term "***business day***" shall mean any day when the Commission's office in Washington, D.C. is open for business.

17. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with

respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

18. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

19. This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.

20. The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law, e.g., www. Docusign.com) or other transmission method any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

22. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, “tax structure” is limited to any facts that may be relevant to that treatment.

23. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"***BHC Act Affiliate***" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"***Covered Entity***" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"***Default Right***" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"***U.S. Special Resolution Regime***" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Signature Page Follows]

If the foregoing is in accordance with the Representatives' understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by the Representatives, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that the Representatives' acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on the Representatives' part as to the authority of the signers thereof.

Very truly yours,

ContextLogic Inc.

By: _____
Name:
Title:

[Signature Page to Underwriting Agreement]

Accepted as of the date hereof:

Goldman Sachs & Co. LLC

By: _____
Name:
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

By: _____
Name:
Title:

Accepted as of the date hereof:

BofA Securities, Inc.

By: _____
Name:
Title:

On behalf of each of the Underwriters

[Signature Page to Underwriting Agreement]

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman Sachs & Co. LLC		
J.P. Morgan Securities LLC		
BofA Securities, Inc.		
Citigroup Global Markets Inc.		
Deutsche Bank Securities Inc.		
UBS Securities LLC		
RBC Capital Markets, LLC		
Credit Suisse Securities (USA) LLC		
Cowen and Company, LLC		
Oppenheimer & Co. Inc.		
Stifel, Nicolaus & Company, Incorporated		
William Blair & Company, L.L.C.		
Academy Securities, Inc.		
Loop Capital Markets LLC		
R. Seelaus & Company, LLC		
Total		

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:

[Electronic road show dated [●]]

(b) Additional Documents Incorporated by Reference:

[None]

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package:

The initial public offering price per share for the Shares is $[●]The number of Shares purchased by the Underwriters is [●].

[Add any other pricing disclosure.]

(d) Written Testing-the-Waters Communications:

[●]

Form of Press Release

ContextLogic Inc.
[Date]

ContextLogic Inc. (the "***Company***") announced today that Goldman Sachs & Co. LLC, the sole book-running manager in the Company's recent public sale of shares of Class A common stock, is [waiving] [releasing] a lock-up restriction with respect to shares of the Company's Class A common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

Form of Lock-Up Agreement

CONTEXTLOGIC INC.

Lock-Up Agreement

[●], 2020

Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC
BofA Securities, Inc.
As representatives of the several Underwriters
named in Schedule 1 to the Underwriting Agreement

c/o Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

c/o BofA Securities, Inc.
One Bryant Park
New York, NY 10036

Re: ContextLogic Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and BofA Securities, Inc., as representatives (the "**Representatives**"), propose to enter into an underwriting agreement (the "**Underwriting Agreement**") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "**Underwriters**"), with ContextLogic Inc., a Delaware corporation (the "**Company**"), providing for a public offering (the "**Public Offering**") of shares (the "**Shares**") of the Class A Common Stock of the Company, par value $0.0001 per share (the "**Class A Common Stock**" and together with the Class B Common Stock of the Company, par value $0.0001 per share, the "**Class B Common Stock**," the "**Common Stock**"), pursuant to a Registration Statement on Form S-1 (the "**Registration Statement**") to be filed with the Securities and Exchange Commission (the "**SEC**").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 180 days after the date (the "**Public Offering Date**") set forth on the final prospectus (the "**Prospectus**") used to sell the Shares (the "**Lock-Up Period**"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock of the Company, or any options or warrants to purchase

any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (such options, warrants or other securities, collectively, "**Derivative Instruments**"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of Common Stock of the Company or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "**Transfer**") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering. In addition, the undersigned agrees that, without the prior written consent of Goldman Sachs & Co. LLC on behalf of the Underwriters, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any Shares or any security convertible into or exercisable or exchangeable for Shares.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, (i) Goldman Sachs & Co. LLC agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, Goldman Sachs & Co. LLC will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by Goldman Sachs & Co. LLC hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the undersigned's Common Stock

(i) as a *bona fide* gift or gifts;

(ii) to any member of the undersigned's immediate family or to any trust or other entity controlled or managed, or under common control or management, by the undersigned or the immediate family of the undersigned, for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust or other such entity, to a trustor or beneficiary or similar person of the trust or other entity or to the estate of a beneficiary or similar person of such trust or other entity;

(iii) upon death or by will, testamentary document or the laws of intestate succession;

(iv) to the extent the undersigned's Shares are acquired (A) from the Underwriters in the Public Offering or (B) in open market transactions after the date set forth on the Prospectus;

(v) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution, transfer or disposition without consideration by the undersigned to its stockholders, partners, members or other equity holders;

(vi) to the Company in connection with the "net" or "cashless" exercise or settlement solely to cover withholding tax obligations in connection with the exercise or settlement of such warrants or stock options, restricted stock units or other equity awards, in each case pursuant to a stock incentive plan, other equity award plan or warrant described in the Prospectus (and any transfer to the Company necessary to generate such amount of cash needed for the payment of withholding tax obligations, including estimated taxes, due as a result of such vesting, settlement or exercise whether by means of a "net settlement" or otherwise), provided no public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period within 60 days after the date of the Prospectus, and after such 60th day, if the undersigned is required to file a report reporting a reduction in beneficial ownership of shares of Common Stock during the Lock-Up Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause and that the shares of Common Stock received upon exercise of the stock option or warrant or vesting event are subject to this agreement, and no public filing, report or announcement shall be voluntarily made;

(vii) to the Company pursuant to any contractual arrangement in effect on the date of this agreement and disclosed in the Prospectus that provides for the repurchase of shares of Common Stock in connection with the termination of the undersigned's employment with or service to the Company, provided no public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period within 75 days after the date the undersigned ceases to provide services to the Company, and after such 75th day, if the undersigned is required to file a report reporting a reduction in beneficial ownership of shares of Common Stock during the Lock-Up Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause and no public filing, report or announcement shall be voluntarily made;

(viii) pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control of the Company, provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Shares shall remain subject to the provisions of this Lock-Up Agreement;

(ix) in connection with (A) the conversion of the outstanding preferred stock of the Company into shares of Common Stock of the Company in connection with the Public Offering or (B) the conversion or reclassification of the outstanding Common Stock into shares of another class or series of Common Stock (including the conversion of shares of Class B Common Stock into Class A Common Stock) in connection with the Public Offering, provided that in each case any such shares of Common Stock received upon such conversion or reclassification shall be subject to the terms of this Lock-Up Agreement;

(x) pursuant to a final qualified domestic order or in connection with a divorce settlement;

(xi) in connection with a sale of shares of Common Stock underlying restricted stock units held by the undersigned that have vested or vest prior to or during the Lock-Up Period and settle during the Lock-Up Period, but solely to the extent necessary to satisfy income tax withholding and remittance obligations in connection with the vesting or settlement of such restricted stock units that are outstanding as of the date of the Prospectus and described therein, provided that any remaining shares issued upon vesting of such restricted stock unit shall be subject to the restrictions set forth herein; or

(xii) with the prior written consent of Goldman Sachs & Co. LLC on behalf of the Underwriters;

provided, *that* (A) in the case of (i), (ii), (iii), (v) and (x) above, it shall be a condition to the transfer or distribution that the donee, devisee, transferee or distributee, as the case may be, agrees in writing to be bound by the restrictions set forth herein, and there shall be no further transfer of such Common Stock except in accordance with this Lock-Up Agreement, (B) in the case of (i), (ii), (iii) and (v) above, such transfer shall not involve a disposition for value, (C) in the case of (i), (ii) and (iii) above, no filing under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period (other than any required Form 5 filing, which shall clearly indicate in the footnotes thereto the nature and conditions of such transfer), (D) in the case of (iv) and (v) above, no filing under Section 16 of the Exchange Act, or other public filing, report or announcement shall be required or shall be voluntarily made during the Lock-Up Period in connection with such transfer or distribution, and (E) in the case of (ix), (x), (xi) and (xii) above, it shall be a condition to such transfer that no filing under Section 16(a) of the Exchange Act or other public filing shall be voluntarily made and, if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) receive from the Company shares of Common Stock in connection with (i) the exercise on a cash basis of options or the vesting and settlement of restricted stock units or other rights granted under a stock incentive plan or other equity award plan, which plan is described in the Prospectus and (ii) the exercise on a cash basis of warrants, which warrants are described in the Prospectus, provided that any shares issued upon exercise of such option or warrant or the vesting and settlement of restricted stock units shall continue to be subject to the restrictions set forth herein until the expiration of the Lock-Up Period or until released pursuant to clause (a)(xi) above, and provided further that no public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period within 60 days after the date of the Prospectus, and after such 60th day, if the undersigned is required to file a report reporting a reduction in beneficial ownership of shares of Common Stock during the Lock-Up Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause and that the shares of Common Stock received upon exercise of the stock option or warrant or vesting event are subject to this agreement, and no public filing, report or announcement shall be voluntarily made; or

(c) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act after the date of this Lock-Up Agreement relating to the sale of the undersigned's Shares, if then permitted by the Company, provided that the securities subject to such plan may not be transferred until after the expiration of the Lock-Up Period and no public announcement or filing under the Exchange Act, or any other public filing or announcement, shall be required or voluntarily made regarding the establishment of such plan during the Lock-Up Period.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin.

For purposes of this Lock-Up Agreement, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 75% of the outstanding voting securities of the Company (or the surviving entity).

The undersigned now has, and, except as contemplated by clauses (a), (b), or (c) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Shares except in compliance with the foregoing restrictions.

Notwithstanding the foregoing,

(a) Commencing at the opening of trading on the second Trading Day after the Company's public announcement of its earnings for the first quarter that ends following the Public Offering Date (such second Trading Day, (the "**Initial Earnings-Related Release Date**")), a number of shares of Common Stock and shares of Common Stock underlying Derivative Instruments owned by the undersigned as follows: (i) all shares of Common Stock subject to restricted stock units ("**RSUs**") time-vested as of December 31, 2020 and (ii) if the last reported closing price of the Class A Common Stock on the Nasdaq Stock Market is at least 33% greater than the initial public offering price per share set forth on the cover page of the Prospectus for 10 out of 15 consecutive Trading Days (as defined below) during the period prior to the Initial Earnings-Related Release Date, then 25% of the undersigned's Common Stock or shares of Common Stock underlying Derivative Instruments (excluding Common Stock subject to clause (i) immediately above) will be automatically released from such restrictions; and

(b) Commencing at the opening of trading on the second Trading Day immediately following the Company's release of earnings for the quarter in which the Initial Earnings-Related Release Date occurs, the restrictions set forth in this Lock-Up Agreement shall terminate. For purposes of paragraphs (a) and (b), a "**Trading Day**" is a day on which the Nasdaq Stock Market is open for the buying and selling of securities.

For clarity, the Lock-Up Period shall be deemed to be terminated for the securities that are released from the prohibitions under this Lock-Up Agreement pursuant to paragraphs (a) and (b) directly above.

The undersigned hereby consents to receipt of this Lock-Up Agreement in electronic form and understands and agrees that this Lock-Up Agreement may be signed electronically. In the event that any signature is delivered by facsimile transmission, electronic mail, or otherwise by electronic transmission evidencing an intent to sign this Lock-Up Agreement, such facsimile transmission, electronic mail or other electronic transmission shall create a valid and binding obligation of the undersigned with the same force and effect as if such signature were an original. Execution and delivery of this Lock-Up Agreement by facsimile transmission, electronic mail or other electronic transmission is legal, valid and binding for all purposes.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to you to enter into this Lock-Up Agreement and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

It is understood that this Lock-Up Agreement shall immediately be terminated and the undersigned shall be released from all obligations under this Lock-Up Agreement if (i) the Company notifies the Representatives, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the Company files an application with the SEC to withdraw the Registration Statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is then terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the Shares to be sold thereunder, or (iv) the Public Offering shall not have been completed by May 31, 2021, in the event the Underwriting Agreement has not been executed by such date; *provided, however,* that the Company may, by written notice to the undersigned prior to such date, extend such date for a period of up to three additional months.

[Signature page follows]

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print full name)

IF AN ENTITY:

_____
(please print complete name of entity)

By: _____
(duly authorized signature)

Name: _____
(please print full name)

Title: _____
(please print full title)

[Signature page to Lockup Agreement]

Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CONTEXTLOGIC INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

ContextLogic Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is **ContextLogic Inc.** and that this corporation was originally incorporated pursuant to the General Corporation Law on June 25, 2010 under the name **ContextLogic Inc.**

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of this corporation is ContextLogic Inc.

ARTICLE II

The address of this corporation's registered office in the State of Delaware is 3500 South Dupont Highway in the City of Dover, County of Kent, Zip Code 19901. The name of this corporation's registered agent at such address is Incorporating Services, Ltd.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV

A. Authorization of Stock.

This corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this corporation is authorized to issue is 1,173,462,930. The total number of shares of common stock authorized to be issued is 730,000,000, par value $0.0001 per share (the "Common Stock"), divided into two series, with 443,462,930 of such shares designated as "Class A Common Stock" and 286,537,070 of such shares designated as "Class B Common Stock", par value $0.0001. The total number of shares of preferred stock authorized to be issued is 443,462,930, par value $0.0001 per share (the "Preferred Stock"), 64,373,670 of which are designated as "Series A Preferred Stock," 68,830,830 of which are designated as "Series B Preferred Stock," 71,084,900 of which are designated as "Series C Preferred Stock," 55,195,330 of which are designated as "Series D Preferred Stock," 83,245,600 of which are designated as "Series E Preferred Stock", 63,219,320 of which are designated as "Series F Preferred Stock", 16,873,190 of which are designated as "Series G Preferred Stock" and 20,640,090 of which are designated as "Series H Preferred Stock."

Immediately upon the effectiveness of the filing of this Amended and Restated Certificate of Incorporation (the "Effective Time"), without any further action by corporation or any holder of capital stock of the corporation, each one (1) share of common stock, par value $0.0001 per share, of the corporation (the "Old Common Stock") issued and outstanding immediately prior to the Effective Time shall automatically be reclassified as ten (10)shares of Class B Common Stock, and each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, and Series H Preferred Stock (all such series, the "Old Preferred Stock") issued and outstanding immediately prior to the Effective Time shall automatically be reclassified as ten (10)shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, and Series H Preferred Stock, respectively (the "Stock Split"), which shares of Class B Common Stock and of each such series of Preferred Stock shall be fully paid and nonassessable. No fractional shares of Class B Common Stock or of any series of Preferred Stock shall be issued as a result of the Stock Split, and each holder who would otherwise have been entitled to a fraction of a share of Class B Common Stock or of any series of Preferred Stock as a result of the Stock Split shall, in lieu thereof, be entitled to receive a cash payment in an amount equal to the fair value of such fractional share otherwise issuable as determined by the corporation's Board of Directors (as defined below). Any certificate representing shares of Old Common Stock or any series of Old Preferred Stock, automatically and without the necessity of presenting the same for exchange, shall be deemed to represent the number of shares of Class B Common Stock or of the series of Preferred Stock into which such shares of Old Common Stock or Old Preferred Stock shall have been reclassified in the Stock Split, until such certificate is presented to the corporation for cancellation or exchange. All share numbers, ratios, dividend rates and Original Issue Prices shall reflect the effectiveness of the stock split.

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).

1. Dividend Provisions.

(a) The holders of shares of Preferred Stock shall be entitled to receive dividends, on a *pari passu* basis, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of this corporation) on the Common Stock of this corporation, at the applicable Dividend Rate (as defined below), payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. The holders of the outstanding Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the voting power of shares of Preferred Stock then outstanding (voting together as a single class and not as separate series, and on an as-converted basis); provided however, if any such waiver is a waiver of a dividend preference for less than all series of Preferred Stock, the affirmative vote or written consent of the holders of a majority of the shares of each series of Preferred Stock for which such dividend preference is being waived shall be required. For purposes of this subsection 1(a), "Dividend Rate" shall mean $0.0280464 per annum for each share of Series A Preferred Stock, $0.0316 per annum for each share of Series B Preferred Stock, $0.0502128 per annum for each share of Series C Preferred Stock, $0.2000168 per annum for each share of Series D Preferred Stock, 8% of the Original Issue Price of Series E Preferred Stock per annum for each share of Series E Preferred Stock, 8% of the Original Issue Price of Series F Preferred Stock per annum for each share of Series F Preferred Stock, 8% of the Original Issue Price of Series G Preferred Stock per annum for each share of Series G Preferred Stock and 8% of the Original Issue Price of Series H Preferred Stock per annum for each share of Series H Preferred Stock (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like).

(b) After payment of such dividends, any additional dividends or distributions shall be distributed among all holders of Common Stock and Preferred Stock in proportion to the number of shares of Common Stock that would be held by each such holder if all shares of Preferred Stock were converted to Common Stock at the then effective conversion rate.

2. Liquidation Preference.

(a) For purposes of this Amended and Restated Certificate of Incorporation, "Original Issue Price" shall mean $0.35058 per share for each share of the Series A Preferred Stock, $0.395 per share for each share of the Series B Preferred Stock, $0.62766 per share for each share of Series C Preferred Stock, $ 2.50021 per share for each share of Series D Preferred Stock, the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series E Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series E

Preferred Stock (but for clarity, reflecting the Stock Split), the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series F Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series F Preferred Stock (but for clarity, reflecting the Stock Split), the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series G Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series G Preferred Stock (but for clarity, reflecting the Stock Split), and the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series H Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series H Preferred Stock (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) with respect to such series of Preferred Stock). In the event of any Liquidation Event (as defined below), either voluntary or involuntary that is consummated, the holders of each series of Preferred Stock shall be entitled to receive, on a *pari passu* basis, out of the proceeds or assets of this corporation available for distribution to its stockholders (the "Proceeds"), prior to and in preference to any distribution of the Proceeds to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to (i) in the case of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock (each, a "Prior Series"), the sum of the applicable Original Issue Price for such Prior Series, plus declared but unpaid dividends on such shares and (ii) in the case of shares of Series H Preferred Stock, the applicable Series H Preferred Stock Liquidation Amount (as defined in that certain Series H Preferred Stock Purchase Agreement, as amended, made by and among this corporation and certain other parties thereto including certain of this corporation's stockholders and which is dated as of March 18, 2019, and a copy of which is maintained at the principal office of the corporation (the "Series H Preferred Stock Purchase Agreement"), but for clarity, reflecting the Stock Split), plus declared but unpaid dividends on such shares. If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this subsection 2(a).

(b) Upon completion of the distribution required by subsection 2(a), all of the remaining Proceeds available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each.

(c) Notwithstanding the above, for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to a Liquidation Event, each such holder of shares of a series of Preferred Stock shall be deemed to have converted (regardless of whether such holder has actually converted) such holder's shares of such series into shares of Class A Common Stock immediately prior to the Liquidation Event

if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Preferred Stock into shares of Class A Common Stock. If any such holder shall be deemed to have converted shares of Preferred Stock into Class A Common Stock pursuant to this subsection 2(c), then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Class A Common Stock and shall instead be entitled to receive any distributions that such holder would be entitled to receive had such holder converted such shares of the applicable series of Preferred Stock into shares of Class A Common Stock.

(d) (i) For purposes of this Section 2, a "Liquidation Event" shall mean (A) the closing of the sale, transfer or other disposition, in a single transaction or series of related transactions, of all or substantially all of this corporation's assets (including, without limitation, the sale or disposition (whether by merger, sale of securities or otherwise) of one or more subsidiaries of the corporation if substantially all of the assets of the corporation are held by such subsidiary or subsidiaries), (B) the consummation of a merger, reorganization or consolidation of this corporation with or into another entity or of a subsidiary of this corporation which is a constituent party and this corporation issues shares of its capital stock pursuant to such merger or consolidation (except a merger, reorganization or consolidation in which the holders of capital stock of this corporation immediately prior to such merger, reorganization or consolidation continue to hold at least 50% of the voting power of the capital stock of this corporation or the surviving or acquiring entity), (C) the closing of a transfer (whether by merger, reorganization, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of this corporation's securities), of this corporation's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of this corporation (or the surviving or acquiring entity) or (D) a liquidation, dissolution or winding up of this corporation; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of this corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held this corporation's securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of Series H Preferred Stock by this corporation in a financing transaction pursuant to the Series H Preferred Stock Purchase Agreement shall not be deemed a "Liquidation Event." The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of (v) a majority of the voting power of outstanding Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis), (w) a majority of the outstanding shares of Series E Preferred Stock (voting as a separate series and on an as-converted basis), (x) the Series F Requisite Holders (as such term is defined in the Investors' Rights Agreement (as defined below)), (y) the Series G Requisite Holders (as such term is defined in the Investors' Rights Agreement) and (z) a majority of the outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis). "Investors' Rights Agreement" means that certain Amended and Restated Investors' Rights Agreement, as amended from time to time, made by and among this corporation and certain of this corporation's stockholders and which is dated on or about the Filing Date, and a copy of which is maintained at the principal office of the corporation.

(ii) In any Liquidation Event, if Proceeds received by this corporation or its stockholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined in good faith by this corporation and the holders of a majority of the voting power of all then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in subsection 2(d)(ii)(A), clauses (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined in good faith by this corporation and the holders of a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, with the appropriate approval of the definitive agreements governing such Liquidation Event by the stockholders under the General Corporation Law and Section 6 of this Article IV(B), be superseded by the determination of such value set forth in the definitive agreements governing such Liquidation Event.

(iii) In the event the requirements of this Section 2 are not complied with, this corporation shall forthwith either:

(A) cause the closing of such Liquidation Event to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(d)(iv) hereof.

(iv) This corporation shall give each holder of record of Preferred Stock written notice of such impending Liquidation Event not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction, which approval shall not be effective without first obtaining all required approvals pursuant to Section 6 of this Article IV(B). The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this corporation has given the first notice provided for herein or sooner than ten (10) days after this corporation has given notice of any material changes provided for herein; provided, however, that subject to compliance with the General Corporation Law such periods may be shortened or waived upon the written consent of the holders of Preferred Stock that represent a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(e) This corporation shall not have the power to effect a Liquidation Event unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of this corporation shall be allocated among the holders of capital stock of this corporation in accordance with subsection 2(a).

In the event of a Liquidation Event in which proceeds of the Liquidation Event are received by this corporation or a subsidiary of this corporation, if this corporation does not effect a dissolution of this corporation under the General Corporation Law within ninety (90) days after such Liquidation Event, then (i) this corporation shall send a written notice to each holder of record of Preferred Stock, no later than the ninetieth (90th) day after the Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the holders of at least a majority of the voting power of (x) then outstanding shares Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis) or (y) then outstanding Series H Preferred Stock (in relation to the applicable liquidation amount payable in respect of the Series H Preferred Stock) (voting as a separate series and on an as-converted basis) so request in a written instrument delivered to this

corporation not later than one hundred twenty (120) days after such Liquidation Event, this corporation shall use the consideration received by this corporation for such Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors), together with any other assets of this corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "Available Proceeds"), on the one hundred fiftieth (150th) day after such Liquidation Event, to redeem all outstanding shares of Preferred Stock requested to be redeemed pursuant to the foregoing clause (iii)(x) or (iii)(y), as applicable, at an amount per share equal to the applicable liquidation amount set forth in subsection 2(a). Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Proceeds thus distributed among the holders of the applicable Preferred Stock shall be insufficient to permit the payment to such holders of the full preferential amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the applicable Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under subsection 2(a). Unless otherwise approved by the holders of a majority of the voting power of then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis) or by the holders of a majority of the voting power of then outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis), as applicable, prior to the distribution or redemption provided for in this subsection 2(e), this corporation shall not expend or dissipate the consideration received for such Liquidation Event, except to discharge expenses incurred in connection with such Liquidation Event.

3. Redemption. The Preferred Stock is not redeemable at the option of the holder thereof.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, and without the payment of additional consideration by the holder thereof, at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing the applicable Original Issue Price for such series by the applicable Conversion Price for such series (the conversion rate for a series of Preferred Stock into Class A Common Stock is referred to herein as the "Conversion Rate" for such series), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial "Conversion Price" per share for each series of Preferred Stock shall be the Original Issue Price applicable to such series; provided, however, that the Conversion Price for the Preferred Stock shall be subject to adjustment as set forth in subsection 4(d).

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Class A Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock immediately upon the closing of this corporation's sale of its Class A Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as

amended, reflecting a pre-money valuation of at least the Minimum Valuation (as defined in the Investors' Rights Agreement), with gross cash proceeds of no less than $500,000,000 which complies with the provisions of Section 6.19 of the Series H Preferred Stock Purchase Agreement (the "Qualified Public Offering"). In addition, (v) each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock (together, the "A-D Preferred Stock") shall automatically be converted into shares of Class A Common Stock at the applicable Conversion Rate at the time in effect for each such series of the A-D Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the holders of a majority of the then outstanding shares of the A-D Preferred Stock (voting together as a single class and not as a separate series, and on an as-converted basis), (w) each share of Series E Preferred Stock shall automatically be converted into shares of Class A Common Stock at the Conversion Rate at the time in effect for such Series E Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the holders of a majority of the then outstanding shares of the Series E Preferred Stock (voting as a separate series and on an as-converted basis), (x) each share of Series F Preferred Stock shall automatically be converted into shares of Class A Common Stock at the Conversion Rate at the time in effect for such Series F Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the Series F Requisite Holders, (y) each share of Series G Preferred Stock shall automatically be converted into shares of Class A Common Stock at the Conversion Rate at the time in effect for such Series G Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the Series G Requisite Holders and (z) each share of Series H Preferred Stock shall automatically be converted into shares of Class A Common Stock at the Conversion Rate at the time in effect for such Series H Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the holders of a majority of the outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis).

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to voluntarily convert the same into shares of Class A Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this corporation at its principal corporate office, of the election to convert all or any number of the shares of Preferred Stock represented by such certificate or certificates, any event on which such conversion is contingent (if applicable) and the name or names in which the certificate or certificates for shares of Class A Common Stock are to be issued. This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Class A Common Stock to which such holder shall be entitled as aforesaid and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate or certificates that were not converted in Class A Common Stock. Any declared but unpaid dividends for the Preferred Stock which is being converted shall be paid by the corporation at the same time as the declared but unpaid dividends are paid on the outstanding shares of such series of Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date set forth for conversion in the written notice of the election to convert irrespective of the surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such

conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Class A Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities. If the conversion is in connection with "automatic conversion" provisions of subsection 4(b) above, such conversion shall be deemed to have been made on the conversion date described in the stockholder consent approving such conversion, and the persons entitled to receive shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Class A Common Stock as of such date. Notwithstanding anything to the contrary in this Amended and Restated Certificate of Incorporation, a holder who wants to convert some or all of its shares of Preferred Stock into Class A Common Stock (whether pursuant to subsection (a) or subsection (b) of this Section 4) must first send by electronic mail and overnight mail a written notice (the "Notice") to the corporation addressed to the Chief Executive Officer, at the corporation's United States headquarters; provided, however, that no Notice need be sent if the holder has verified that the conversion would not be subject to reporting requirements under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 as amended (the "HSR Act"). The Notice must specify the number and class of shares that the holder wants to convert into shares of Class A Common Stock. If any conversion (whether automatic or voluntary) would be subject to HSR Act reporting requirements, the conversion will not occur until the next business day after the applicable waiting period under the HSR Act has expired or been terminated. Any converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i)

(A) If this corporation shall issue, on or after the date upon which this Amended and Restated Certificate of Incorporation is accepted for filing by the Secretary of State of the State of Delaware (the "Filing Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price applicable to a series of Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price (calculated to the nearest one-thousandth of a cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this

corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of such Additional Stock. For purposes of this Section 4(d)(i)(A), the term "Common Stock Outstanding" shall mean and include the following: (1) outstanding Common Stock, (2) Class A Common Stock issuable upon conversion of outstanding Preferred Stock, (3) Class B Common Stock issuable upon exercise of outstanding stock options and (4) Common Stock issuable upon exercise (and, in the case of warrants to purchase Preferred Stock, conversion) of outstanding warrants. Shares described in (1) through (4) above shall be included whether vested or unvested, whether contingent or non-contingent and whether exercisable or not yet exercisable. In the event that this corporation issues or sells, or is deemed to have issued or sold, shares of Additional Stock that results in an adjustment to a Conversion Price pursuant to the provisions of this Section 4(d) (the "First Dilutive Issuance"), and this corporation then issues or sells, or is deemed to have issued or sold, shares of Additional Stock in a subsequent issuance other than the First Dilutive Issuance that would result in further adjustment to a Conversion Price (a "Subsequent Dilutive Issuance") pursuant to the same instruments as the First Dilutive Issuance, then and in each such case, upon a Subsequent Dilutive Issuance, the applicable Conversion Price for each series of Preferred Stock shall be reduced to the applicable Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(B) No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one-tenth of one cent per share. Except to the limited extent provided for in subsections 4(d)(i)(E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors, including a majority of the voting power of the Preferred Directors and the Remaining Director, collectively, irrespective of any accounting treatment.

(E) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefor:

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential anti-dilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential anti-dilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential anti-dilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential anti-dilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by this corporation on or after the Filing Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof;

(B) Common Stock issued or issuable to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by this corporation's Board of Directors;

(C) Common Stock issued pursuant to a Qualified Public Offering;

(D) Common Stock issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding on the Filing Date;

(E) Common Stock issued as consideration in a bona fide business acquisition by this corporation, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise which is approved by the Board of Directors;

(F) Common Stock issued or deemed issued pursuant to subsection 4(d)(i)(E) as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of Section 4(d);

(G) Class A Common Stock issued upon conversion of the Preferred Stock;

(H) Common Stock issued pursuant to any equipment leasing arrangement or debt financing arrangement, which arrangement is approved by the Board of Directors and is primarily for non-equity financing purposes;

(I) Common Stock issued to persons or entities with which this corporation has business relationships, provided such issuances are approved by the Board of Directors and are primarily for non-equity financing purposes; or

(J) Common Stock that is issued, or approved to be issued (including approval on or prior to the Filing Date), with the unanimous approval of the Board of Directors of this corporation and the Board of Directors of this corporation specifically states that it shall not be Additional Stock.

(iii) In the event this corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Preferred Stock shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of

such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 4(d)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Filing Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), then, in each such case for the purpose of this subsection 4(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a reorganization, recapitalization, reclassification, consolidation or merger in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash, or other property (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number and kind of shares of stock or other securities, cash or property of this corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

(g) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Preferred Stock and the aggregate number of shares of Common Stock to be issued to particular stockholders, shall be rounded down to the nearest whole share and this corporation shall pay in cash the fair market value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Section 4, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Preferred Stock.

(h) Notices of Record Date. In the event of (i) any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, or (ii) any capital reorganization of this corporation, any reclassification of Common Stock, or any Liquidation Event, this corporation shall mail to each holder of Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying (x) the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution, or (y) the effective date on which such reorganization, reclassification or Liquidation Event is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, or Liquidation Event, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock.

(i) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Certificate of Incorporation.

(j) Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of a majority of the outstanding shares of such series of Preferred Stock. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

5. Voting Rights.

(a) General Voting Rights. The holder of each share of Preferred Stock shall have the right to one vote for each share of Class A Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of this corporation (the "Bylaws"), and except as provided by law or in subsection 5(b) below with respect to the election of directors, shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Voting for the Election of Directors. As long as at least 10,000,000 shares of Series A Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) remain outstanding, the holders of such shares of Series A Preferred Stock (voting as a separate series) shall be entitled to elect one director of this corporation at any election of directors (the "Series A Director"). As long as at least 10,000,000 shares of Series B Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) remain outstanding, the holders of such shares of Series B Preferred Stock (voting as a separate series) shall be entitled to elect one director of this corporation at any election of directors (the "Series B Director"). As long as any shares of Series C Preferred Stock remain outstanding, the holders of such shares of Series C Preferred Stock (voting as a separate series) shall be entitled to elect one director of this corporation at any election of directors (the "Series C Director" and, together with the Series A Director and Series B Director, each, a "Preferred Director" and, collectively, the "Preferred Directors"). The holders of outstanding Class B Common Stock (voting as a separate series) shall be entitled to elect three (3) directors (each a "Common Director") of this corporation at any election of directors. The holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Class B Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect one director of this corporation at any election of directors (the "Remaining Director").

(c) Votes of Each Director; Quorum. One Common Director ("Common Director #1"), in accordance with Section 141(d) of the General Corporation Law, shall be entitled to cast three (3) votes on each matter considered by the Board of Directors or any committee thereof (or any subcommittee of any committee). Each other director shall be entitled to cast one vote on each matter considered by the Board of Directors or any committee thereof (or any subcommittee of any committee). Except as otherwise provided by applicable law, at all meetings of the Board of Directors 66.66% in voting power of the total number of directors authorized shall constitute a quorum for the transaction of business. Except as otherwise provided by applicable law, at all meetings of any committee of the Board of Directors (or any subcommittee of any such committee), a majority in voting power of the directors serving on such committee or subcommittee shall constitute a quorum for the transaction of business by such committee or subcommittee. For purposes of clarity, where there are seven (7) authorized directors, by headcount, where one (1) such director is entitled to three (3) votes and where six (6) such directors are entitled to one (1) vote each, quorum shall only be achieved with the presence of six (6) director votes, regardless of whether any of such director seats is at such time vacant.

6. Protective Provisions.

(a) So long as at least 108,399,130 shares of Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) remain outstanding, this corporation shall not, directly or indirectly (by amendment, merger, reorganization, consolidation, or otherwise), without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the voting power of then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis):

(i) consummate a Liquidation Event or effect any other merger or consolidation of the corporation (whether consummated directly by the corporation or through a subsidiary);

(ii) amend, alter, repeal or waive any provision of this corporation's Amended and Restated Certificate of Incorporation or Bylaws;

(iii) authorize or issue any equity security (including any other security convertible into or exercisable for any such equity security) having a preference over, or being on a parity with, any series of Preferred Stock with respect to dividends, liquidation or redemption, other than the issuance of any authorized but unissued shares of Series H Preferred Stock designated in this Amended and Restated Certificate of Incorporation (including any security convertible into or exercisable for such shares of Preferred Stock);

(iv) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal;

(v) change the authorized number of directors of this corporation;

(vi) pay or declare any dividend on any shares of capital stock of this corporation other than (i) dividends payable on the Common Stock solely in the form of additional shares of Common Stock or (ii) dividends paid pursuant to Section 1(a) of this Article IV(B);

(vii) effect an initial public offering of Common Stock (whether consummated directly by the corporation or through a subsidiary); or

(viii) create, or, except as may already be the case on the Filing Date, hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by this corporation, unless approved in advance (with an express reference to this provision) by the Board of Directors.

(b) So long as any shares of Series E Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series E Preferred Stock:

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series E Preferred Stock; or

(ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series E Preferred Stock.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series E Preferred Stock described in this Section 6(b).

(c) So long as any shares of Series F Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the Series F Requisite Holders:

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series F Preferred Stock;

(ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series F Preferred Stock; or

(iii) reclassify, alter or amend the Series G Preferred Stock, if such reclassification, alteration or amendment would render the Series G Preferred Stock senior to the Series F Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege or (ii) reclassify, alter or amend any of the Prior Series, if such reclassification, alteration or amendment would render any of the Prior Series senior to or pari passu with the Series F Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series F Preferred Stock described in this Section 6(c).

(d) So long as any shares of Series G Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the Series G Requisite Holders:

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series G Preferred Stock;

(ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series G Preferred Stock; or

(iii) reclassify, alter or amend the Series F Preferred Stock, if such reclassification, alteration or amendment would render the Series F Preferred Stock senior to the Series G Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege or (ii) reclassify, alter or amend any of the Prior Series, if such reclassification, alteration or amendment would render any of the Prior Series senior to or pari passu with the Series G Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series G Preferred Stock described in this Section 6(d).

(e) So long as any shares of Series H Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis):

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series H Preferred Stock (including, for the avoidance of doubt, any amendment, alteration, repeal, waiver or change to Sections 1(a), 2(a), 2(d), 2(e), 4(b), 4(j) or this 6(e) of Article IV(B));

(ii) increase or decrease (other than by redemption or conversion in accordance with this Amended and Restated Certificate of Incorporation) the number of authorized shares of Series H Preferred Stock; or

(iii) issue additional shares of Series H Preferred Stock unless such issuance is effected pursuant to the terms of the Series H Preferred Stock Purchase Agreement.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series H Preferred Stock described in this Section 6(e).

7. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by this corporation. The Amended and Restated Certificate of Incorporation of this corporation shall be appropriately amended to effect the corresponding reduction in this corporation's authorized capital stock.

8. Notices. Any notice required by the provisions of this Article IV(B) to be given to the holders of shares of Preferred Stock shall be deemed given (i) if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his, her or its address appearing on the books of this corporation, (ii) if such notice is provided by electronic transmission in a manner permitted by Section 232 of the General Corporation Law, or (iii) if such notice is provided in another manner then permitted by the General Corporation Law.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of this corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 2 of Article IV(B) hereof.

3. Redemption. The Common Stock is not redeemable at the option of the holder.

4. Voting Rights. The holder of each share of (i) Class A Common Stock shall have the right to one vote and (ii) Class B Common Stock shall have the right to one vote, for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws, and shall be entitled to vote upon such matters and in such manner

as may be provided by law; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of this corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

ARTICLE V

Except as otherwise provided in this Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

ARTICLE VI

Except as otherwise provided in any voting or stockholders agreement to which this corporation is a party, the number of directors of this corporation shall be determined in the manner set forth in the Bylaws.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of this corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws.

ARTICLE IX

A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any amendment, repeal or modification of the foregoing provisions of this Article IX by the stockholders of this corporation shall not adversely affect any right or protection of a director of this corporation existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director occurring prior to, such amendment, repeal or modification.

ARTICLE X

Except as otherwise provided in this Amended and Restated Certificate of Incorporation, this corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI

1. Right to Indemnification of Directors and Officers. This corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of this corporation or, while a director or officer of this corporation, is or was serving at the request of this corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article XI, this corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. This corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article XI or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article XI is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by this corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action this corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. This corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of this corporation or, while an employee or agent of this corporation, is or was serving at the request of this corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, this corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. This corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article XI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Amended and Restated Certificate of Incorporation, the Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. This corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at this corporation's expense insurance: (a) to indemnify this corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article XI; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by this corporation under the provisions of this Article XI.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE XII

To the extent one or more sections of any other state corporations code setting forth minimum requirements for this corporation's retained earnings and/or net assets are applicable to this corporation's repurchase of shares of Common Stock, such code sections shall not apply, to the greatest extent permitted by applicable law, in whole or in part with respect to repurchases by this corporation of its Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the right to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment. In the case of any such repurchases, distributions by this corporation may be made without regard to the "preferential dividends arrears amount" or any "preferential rights amount," as such terms may be defined in such other state's corporations code.

ARTICLE XIII

This corporation renounces, to the fullest extent permitted by law, any interest or expectancy of this corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of this corporation who is not an employee of this corporation or any of its subsidiaries, or (ii) any holder of Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock or Series H Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of this corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of this corporation.

ARTICLE XIV

A. Forum Selection. Unless this corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of this corporation, (2) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of this corporation to this corporation or this corporation's stockholders, (3) any action arising pursuant to any provision of the General Corporation Law or this Amended and Restated Certificate of Incorporation or the Bylaws (as either may be amended from time to time), or (4) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of this corporation shall be deemed to have notice of and consented to the provisions of this Article XIV.

B. Personal Jurisdiction. If any action the subject matter of which is within the scope of Section A immediately above is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section A immediately above (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

* * *

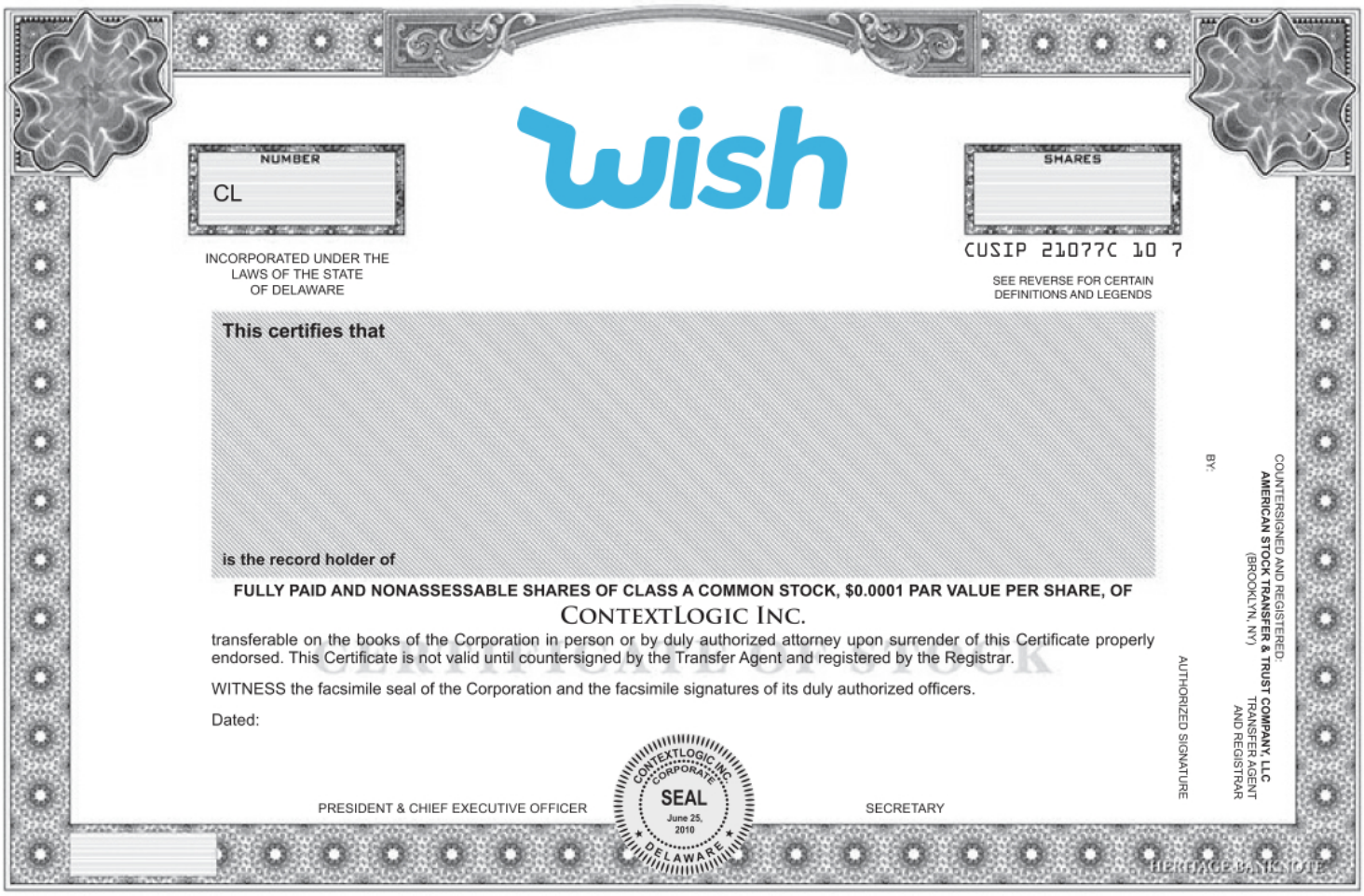
THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That said Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 2nd day of December, 2020.

/s/ Piotr Szulczewski
Piotr Szulczewski, President

SIGNATURE PAGE TO THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION



NUMBER

CL

SHARES

CUSIP 21077C 10 7

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS AND LEGENDS

This certifies that

is the record holder of

FULLY PAID AND NONASSESSABLE SHARES OF CLASS A COMMON STOCK, $0.0001 PAR VALUE PER SHARE, OF

CONTEXTLOGIC INC.

transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

CERTIFICATE OF STOCK

CONTEXTLOGIC INC. CORPORATE SEAL June 25, 2010 DELAWARE

PRESIDENT & CHIEF EXECUTIVE OFFICER

SECRETARY

COUNTERSIGNED AND REGISTERED:
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
(BROOKLYN, NY)
TRANSFER AGENT
AND REGISTRAR

BY:

AUTHORIZED SIGNATURE

HERITAGE BANKNOTE

The Corporation shall furnish without charge to each stockholder who so requests a statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock of the Corporation or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Such requests shall be made to the Corporation's Secretary at the principal office of the Corporation.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN,OR DESTROYED THE CORPORATION WILL REQUIRE A BOND INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common
COM PROP	–	as community property

UNIF GIFT MIN ACT – ..... Custodian .....
(Cust) (Minor)
under Uniform Gifts to Minors Act.....
(State)

UNIF TRF MIN ACT – ..... Custodian (until age .....)
(Cust)
..... under Uniform Transfers
(Minor)
to Minors Act.....
(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____

_____ shares of the capital stock represented by within Certificate, and do hereby irrevocably constitute and appoint

_____ attorney-in-fact to transfer the said stock on the books of the within named Corporation with full power of the substitution in the premises.

Dated _____

X _____

X _____

Signature(s) Guaranteed:

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

By _____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15. GUARANTEES BY A NOTARY PUBLIC ARE NOT ACCEPTABLE. SIGNATURE GUARANTEES MUST NOT BE DATED.

Exhibit 5.1

SILICON VALLEY
ANN ARBOR
BEIJING
BOSTON
LOS ANGELES
NEW YORK
SAN DIEGO
SAN FRANCISCO
SINGAPORE

December 7, 2020

ContextLogic Inc.
One Sansome Street, 40th Floor
San Francisco, CA 94104

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters in connection with the sale by ContextLogic Inc., a Delaware corporation (the "***Company***"), of up to an aggregate of 52,900,000 shares of the Company's Class A common stock, par value $0.0001 per share (the "***Shares***"), (including up to 6,900,000 shares that may be sold pursuant to the exercise of an option granted by the Company to the underwriters), pursuant to the Registration Statement on Form S-1 (File No. 333-250531) (the "***Registration Statement***") initially filed with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Act***"), on November 20, 2020, as amended. We understand that the Shares are to be sold to the underwriters for resale to the public as described in the Registration Statement and pursuant to an underwriting agreement, substantially in the form filed as an exhibit to the Registration Statement, to be entered into by and among the Company and the underwriters (the "***Underwriting Agreement***").

In connection with this opinion, we have examined and relied upon the Registration Statement and the originals or copies certified to our satisfaction of such other documents, records, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. With your consent, we have relied upon certificates and other assurances of officers of the Company as to factual matters without having independently verified such factual matters. We have assumed the genuineness and authenticity of all documents submitted to us as originals, and the conformity to originals of all documents submitted to us as copies thereof and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof.

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, other than as expressly stated herein with respect to the issue of the Shares. Our opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. Our opinion herein is expressed solely with respect to the federal laws of the United States and the General Corporation Law of the State of Delaware (the "***DGCL***"). Our opinion is based on these laws as in effect on the date hereof, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. We are not rendering any opinion as to compliance with any federal or state antifraud law, rule or regulation relating to securities, or to the sale or issuance thereof.

Subject to the foregoing and the other matters set forth herein, it is our opinion that when the Shares to be issued and sold by the Company are issued and paid for in accordance with the terms of the Underwriting Agreement, such Shares will be validly issued, fully paid and nonassessable.

We consent to the reference to our firm under the caption "Legal Matters" in the prospectus included in the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Gunderson Dettmer Stough
Villeneuve Franklin & Hachigian, LLP

GUNDERSON DETTMER STOUGH
VILLENEUVE FRANKLIN & HACHIGIAN, LLP

Exhibit 10.3

CONTEXTLOGIC INC.

2020 EQUITY INCENTIVE PLAN

(AS ADOPTED ON NOVEMBER 19, 2020 AND AMENDED ON DECEMBER 4, 2020)

ARTICLE 1. INTRODUCTION.

The Board adopted the Plan to become effective immediately, although no Awards may be granted under the Plan prior to the IPO Date. The purpose of the Plan is to promote the long-term success of the Company and the creation of stockholder value by: (a) encouraging Service Providers to focus on critical long-range corporate objectives, (b) encouraging the attraction and retention of Service Providers with exceptional qualifications, and (c) linking Service Providers directly to stockholder interests through increased stock ownership. The Plan seeks to achieve this purpose by providing for Awards in the form of Options (which may be ISOs or NSOs), SARs, Restricted Shares, and Restricted Stock Units. Capitalized terms used in this Plan are defined in Article 14.

ARTICLE 2. ADMINISTRATION.

2.1 General. The Plan may be administered by the Board or one or more Committees to which the Board (or an authorized Board committee) has delegated authority. If administration is delegated to a Committee, the Committee shall have the powers theretofore possessed by the Board, including, to the extent permitted by applicable law, the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to either the Board or the Administrator shall hereafter also encompass the Committee or subcommittee, as applicable). The Board may abolish the Committee's delegation at any time and the Board shall at all times also retain the authority it has delegated to the Committee. The Administrator shall comply with rules and regulations applicable to it, including under the rules of any exchange on which the Common Shares are traded, and shall have the authority and be responsible for such functions as have been assigned to it.

2.2 Section 16. To the extent desirable to qualify transactions hereunder as exempt under Exchange Act Rule 16b-3, the transactions contemplated hereunder will be approved by the entire Board or a Committee of two or more "non-employee directors" within the meaning of Exchange Act Rule 16b-3.

2.3 Powers of Administrator. Subject to the terms of the Plan, and in the case of a Committee, subject to the specific duties delegated to the Committee, the Administrator shall have the authority to: (a) select the Service Providers who are to receive Awards under the Plan, (b) determine the type, number, vesting requirements, and other features and conditions of such Awards, (c) interpret the Plan and Awards granted under the Plan, (d) determine whether, when, and to what extent an Award has become vested and/or exercisable and whether any performance-based vesting conditions have been satisfied, (e) make, amend, and rescind rules relating to the Plan and Awards granted under the Plan, including rules relating to sub-plans established for the purposes of satisfying applicable non-U.S. laws or for qualifying for favorable tax treatment under applicable non-U.S. laws, (f) impose such restrictions, conditions, or limitations as it determines appropriate as to the timing and manner of any resales by a Participant of any Common Shares issued pursuant to an Award, including restrictions under an insider trading policy and restrictions as to the use of a specified brokerage firm for such resales, and (g) make all other decisions relating to the operation of the Plan and Awards granted under the Plan. In addition, with regard to the terms and conditions of Awards granted to Service Providers outside of the United States, the Administrator may vary from the provisions of the Plan (other than any requiring stockholder approval pursuant to Section 13.3) to the extent it determines it necessary or appropriate to do so.

2.4 Effect of Administrator's Decisions. The Administrator's decisions, determinations, and interpretations shall be final and binding on all interested parties.

2.5 Governing Law. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice-of-law provisions).

ARTICLE 3. SHARES AVAILABLE FOR GRANTS.

3.1 Basic Limitation. Common Shares issued pursuant to the Plan may be (i) authorized but unissued shares, or (ii) treasury shares. The aggregate number of Common Shares issued under the Plan shall not exceed the sum of: (a) 36,000,000 Common Shares, (b) any Common Shares subject to awards granted under the Predecessor Plan that are outstanding on the IPO Date that subsequently are forfeited, expire, or lapse unexercised or unsettled and Common Shares issued pursuant to awards granted under the Predecessor Plan that are outstanding on the IPO Date and that are subsequently forfeited to or reacquired by the Company, (c) the number of Common Shares reserved under the Predecessor Plan that are not issued or subject to outstanding awards under the Predecessor Plan on the IPO Date, and (d) the additional Common Shares described in Articles 3.2 and 3.3; provided, however, that no more than 136,953,840 Common Shares, in the aggregate, shall be added to the Plan pursuant to clauses (b) and (c). The Company shall reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of the Plan. The numerical limitations in this Article 3.1 shall be subject to adjustment pursuant to Article 9.

3.2 Annual Increase in Shares. On the first day of each fiscal year of the Company during the term of the Plan, commencing in 2022 and ending in (and including) 2030, the aggregate number of Common Shares that may be issued under the Plan shall automatically increase by a number equal to the lesser of: (a) 5% of the total number of Common Shares actually issued and outstanding on the last day of the preceding fiscal year, or (b) a number of Common Shares determined by the Board.

3.3 Shares Returned to Reserve. To the extent that Options, SARs, Restricted Stock Units, or other Awards are forfeited, cancelled, or expire for any reason before being exercised or settled in full, the Common Shares subject to such Awards shall again become available for issuance under the Plan. If SARs are exercised or Restricted Stock Units are settled, then only the number of Common Shares (if any) actually issued to the Participant upon exercise of such SARs or settlement of such Restricted Stock Units, as applicable, shall reduce the number of Common Shares available under Article 3.1 and the balance shall again become available for issuance under the Plan. If Restricted Shares or Common Shares issued upon the exercise of Options are reacquired by the Company pursuant to a forfeiture provision, repurchase right, or for any other reason, then such Common Shares shall again become available for issuance under the Plan. Common Shares applied to pay the Exercise Price of Options or to satisfy withholding obligations for Tax-Related Items related to any Award shall again become available for issuance under the Plan. To the extent that an Award is settled in cash rather than Common Shares, the cash settlement shall not reduce the number of Shares available for issuance under the Plan.

3.4 Awards Not Reducing Share Reserve. To the extent permitted under applicable exchange listing standards, any dividend equivalents paid or credited under the Plan with respect to Restricted Stock Units shall not be applied against the number of Common Shares that may be issued under the Plan, whether or not such dividend equivalents are converted into Restricted Stock Units. In addition, Common Shares subject to Substitute Awards granted by the Company shall not reduce the number of Common Shares that may be issued under Article 3.1, nor shall shares subject to Substitute Awards again be available for Awards under the Plan in the event of any forfeiture, expiration or cash settlement of such Substitute Awards.

3.5 Code Section 422 and Other Limits. Subject to adjustment in accordance with Article 9:

(a) No more than 172,953,840 Common Shares may be issued under the Plan upon the exercise of ISOs.

(b) The aggregate grant date fair value of Awards granted to an Outside Director during any one fiscal year of the Company, together with the value of any cash compensation paid to the Outside Director during such fiscal year, may not exceed $1,000,000 (on a per-Director basis); provided however that the limitation that will apply in the fiscal year in which the Outside Director is initially appointed or elected to the Board shall instead be $2,000,000. Notwithstanding the foregoing, until the Company's 2021 annual meeting of stockholders, newly appointed or elected Outside Directors may receive Awards for up to 115,000 Common Shares which shall not be counted towards the limitations in the preceding sentence. For purposes of the limitations in this clause (b), the grant date fair value of an Award shall be determined in accordance with the assumptions that the Company uses to estimate the value of share-based payments for financial reporting purposes. For the sake of clarity, neither Awards granted, nor compensation paid, to an individual for his or her service as an Employee or Consultant, but not as an Outside Director, shall count towards this limitation.

ARTICLE 4. ELIGIBILITY.

4.1 Incentive Stock Options. Only Employees who are common-law employees of the Company, a Parent or a Subsidiary shall be eligible for the grant of ISOs. In addition, an Employee who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company or any of its Parents or Subsidiaries shall not be eligible for the grant of an ISO unless the additional requirements set forth in Code Section 422(c)(5) are satisfied.

4.2 Other Awards. Awards other than ISOs may be granted to both Employees and other Service Providers.

ARTICLE 5. OPTIONS.

5.1 Stock Option Agreement. Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. Such Option shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The Stock Option Agreement shall specify whether the Option is intended to be an ISO or an NSO. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

5.2 Number of Shares. Each Stock Option Agreement shall specify the number of Common Shares subject to the Option, which number shall adjust in accordance with Article 9.

5.3 Exercise Price. Each Stock Option Agreement shall specify the Exercise Price, which shall not be less than 100% of the Fair Market Value of a Common Share on the date of grant. The preceding sentence shall not apply to an Option that is a Substitute Award granted in a manner that would satisfy the requirements of Code Section 409A and, if applicable, Code Section 424(a).

5.4 Exercisability and Term. Each Stock Option Agreement shall specify the date or event when all or any installment of the Option is to become vested and/or exercisable. The vesting and exercisability conditions applicable to the Option may include service-based conditions, performance-based conditions, such other conditions as the Administrator may determine, or any combination of such conditions. The Stock Option Agreement shall also specify the term of the Option; provided that, except to the extent necessary to comply with applicable non-U.S. law, the term of an Option shall in no event exceed 10 years from the date of grant. A Stock Option Agreement may provide for accelerated vesting and/or exercisability upon certain specified events and may provide for expiration prior to the end of its term in the event of the termination of the Optionee's service.

5.5 Death of Optionee. After an Optionee's death, any vested and exercisable Options held by such Optionee may be exercised by his or her beneficiary or beneficiaries, his or her estate or legal heirs, as applicable. If permitted by the Administrator and valid under applicable law, each Optionee may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Optionee's death. If no beneficiary was designated or permitted, if the designation is not valid under applicable law, or if no designated beneficiary survives the Optionee, then any vested and exercisable Options held by the Optionee may be exercised by his or her estate.

5.6 Modification or Assumption of Options. Within the limitations of the Plan, the Administrator may modify, reprice, extend, or assume outstanding options or may accept the cancellation of outstanding options (whether granted by the Company or by another issuer) in return for the grant of new Options for the same or a different number of shares and at the same or a different exercise price or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, materially impair his or her rights or obligations under such Option.

5.7 Buyout Provisions. The Administrator may at any time (a) offer to buy out for a payment in cash or cash equivalents an Option previously granted, or (b) authorize an Optionee to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Administrator shall establish.

5.8 Payment for Option Shares. The entire Exercise Price of Common Shares issued upon exercise of Options shall be payable in cash or cash equivalents at the time when such Common Shares are purchased. In addition, the Administrator may, in its sole discretion and to the extent permitted by applicable law, accept payment of all or a portion of the Exercise Price through any one or a combination of the following forms or methods:

(a) Subject to any conditions or limitations established by the Administrator, by surrendering, or attesting to the ownership of, Common Shares that are already owned by the Optionee with a value on the date of surrender equal to the aggregate exercise price of the Common Shares as to which such Option will be exercised;

(b) By delivering (on a form prescribed by the Company) an irrevocable direction to a securities broker approved by the Company to sell all or part of the Common Shares being purchased under the Plan and to deliver all or part of the sales proceeds to the Company;

(c) Subject to such conditions and requirements as the Administrator may impose from time to time, through a net exercise procedure; or

(d) Through any other form or method consistent with applicable laws, regulations, and rules.

ARTICLE 6. STOCK APPRECIATION RIGHTS.

6.1 SAR Agreement. Each grant of a SAR under the Plan shall be evidenced by a SAR Agreement between the Optionee and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Agreements entered into under the Plan need not be identical.

6.2 Number of Shares. Each SAR Agreement shall specify the number of Common Shares to which the SAR pertains, which number shall adjust in accordance with Article 9.

6.3 Exercise Price. Each SAR Agreement shall specify the Exercise Price, which shall in no event be less than 100% of the Fair Market Value of a Common Share on the date of grant. The preceding sentence shall not apply to a SAR that is a Substitute Award granted in a manner that would satisfy the requirements of Code Section 409A.

6.4 Exercisability and Term. Each SAR Agreement shall specify the date when all or any installment of the SAR is to become vested and exercisable. The vesting and exercisability conditions applicable to the SAR may include service-based conditions, performance-based conditions, such other conditions as the Administrator may determine, or any combination thereof. The SAR Agreement shall also specify the term of the SAR; provided that except to the extent necessary to comply with applicable foreign law, the term of a SAR shall not exceed 10 years from the date of grant. A SAR Agreement may provide for accelerated vesting and exercisability upon certain specified events and may provide for expiration prior to the end of its term in the event of the termination of the Optionee's service.

6.5 Exercise of SARs. Upon exercise of a SAR, the Optionee (or any person having the right to exercise the SAR after his or her death) shall receive from the Company: (a) Common Shares, (b) cash, or (c) a combination of Common Shares and cash, as the Administrator shall determine. The amount of cash and/or the Fair Market Value of Common Shares received upon exercise of SARs shall, in the aggregate, not exceed the amount by which the Fair Market Value (on the date of surrender) of the Common Shares subject to the SARs exceeds the Exercise Price. If, on the date when a SAR expires, the Exercise Price is less than the Fair Market Value on such date but any portion of such SAR has not been exercised or surrendered, then such SAR shall automatically be deemed to be exercised as of such date with respect to such portion. A SAR Agreement may also provide for an automatic exercise of the SAR on an earlier date.

6.6 Death of Optionee. After an Optionee's death, any vested and exercisable SARs held by such Optionee may be exercised by his or her beneficiary or beneficiaries, his or her estate or legal heirs, as applicable. If permitted by the Administrator and valid under applicable law, each Optionee may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Optionee's death. If no beneficiary was permitted or designated, if the designation is not valid under applicable law, or if no designated beneficiary survives the Optionee, then any vested and exercisable SARs held by the Optionee at the time of his or her death may be exercised by his or her estate or legal heirs.

6.7 Modification or Assumption of SARs. Within the limitations of the Plan, the Administrator may modify, reprice, extend, or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of shares and at the same or a different exercise price or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the Optionee, materially impair his or her rights or obligations under such SAR.

ARTICLE 7. RESTRICTED SHARES.

7.1 Restricted Stock Agreement. Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Stock Agreement between the recipient and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Stock Agreements entered into under the Plan need not be identical.

7.2 Payment for Awards. Restricted Shares may be sold or awarded under the Plan for such consideration as the Administrator may determine, including (without limitation) cash, cash equivalents, property, cancellation of other equity awards, promissory notes, past services and future services, and such other methods of payment as are permitted by applicable law.

7.3 Vesting Conditions. Each Award of Restricted Shares may or may not be subject to vesting and/or other conditions as the Administrator may determine. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Agreement. A Restricted Stock Agreement may provide for accelerated vesting upon certain specified events.

7.4 Voting and Dividend Rights. The holders of Restricted Shares awarded under the Plan shall have the same voting, dividend, and other rights as the Company's other stockholders, unless the Administrator otherwise provides. A Restricted Stock Agreement, however, may require that any cash dividends paid on Restricted Shares (a) be accumulated and paid when such Restricted Shares vest, or (b) be invested in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the shares subject to the Award with respect to which the dividends were paid. In addition, unless the Administrator provides otherwise, if any dividends or other distributions are paid in Common Shares, such Common Shares shall be subject to the same restrictions on transferability and forfeitability as the Restricted Shares with respect to which they were paid.

7.5 Modification or Assumption of Restricted Shares. Within the limitations of the Plan, the Administrator may modify or assume outstanding Restricted Shares or may accept the cancellation of outstanding restricted shares (whether granted by the Company or by another issuer) in return for the grant of new Restricted Shares for the same or a different number of shares or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of Restricted Shares shall, without the consent of the Participant, materially impair his or her rights or obligations under such Restricted Shares.

ARTICLE 8. RESTRICTED STOCK UNITS.

8.1 Restricted Stock Unit Agreement. Each grant of Restricted Stock Units under the Plan shall be evidenced by a Restricted Stock Unit Agreement between the recipient and the Company. Such Restricted Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Stock Unit Agreements entered into under the Plan need not be identical.

8.2 Payment for Awards. To the extent that an Award is granted in the form of Restricted Stock Units, no cash consideration shall be required of the Award recipients.

8.3 Vesting Conditions. Each Award of Restricted Stock Units may or may not be subject to vesting, as determined by the Administrator. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Unit Agreement. Vesting conditions may include service-based conditions, performance-based conditions, such other conditions as the Administrator may determine, or any combination thereof. A Restricted Stock Unit Agreement may provide for accelerated vesting upon certain specified events.

8.4 Voting and Dividend Rights. The holders of Restricted Stock Units shall have no voting rights. Prior to settlement or forfeiture, Restricted Stock Units awarded under the Plan may, at the Administrator's discretion, provide for a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Common Share while the Restricted Stock Unit is outstanding. Dividend equivalents may be converted into additional Restricted Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Common Shares, or in a combination of both. Prior to distribution, any dividend equivalents shall be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach.

8.5 Form and Time of Settlement of Restricted Stock Units. Settlement of vested Restricted Stock Units may be made in the form of (a) cash, (b) Common Shares, or (c) any combination of both, as determined by the Administrator. The actual number of Restricted Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Restricted Stock Units into cash may include (without limitation) a method based on the average value of Common Shares over a series of trading days. Vested Restricted Stock Units shall be settled in such manner and at such time(s) as specified in the Restricted Stock Unit Agreement. Until an Award of Restricted Stock Units is settled, the number of such Restricted Stock Units shall be subject to adjustment pursuant to Article 9.

8.6 Death of Recipient. Any Restricted Stock Units that become payable after the recipient's death shall be distributed to the recipient's beneficiary or beneficiaries, his or her estate or legal heirs. If permitted by the Administrator and valid under applicable law, each recipient of Restricted Stock Units under the Plan may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Award recipient's death. If no beneficiary was designated or permitted, if the designation is not valid under applicable law, or if no designated beneficiary survives the Award recipient, then any Restricted Stock Units that become payable after the recipient's death shall be distributed to the recipient's estate or legal heirs.

8.7 Modification or Assumption of Restricted Stock Units. Within the limitations of the Plan, the Administrator may modify or assume outstanding restricted stock units or may accept the cancellation of outstanding restricted stock units (whether granted by the Company or by another issuer) in return for the grant of new Restricted Stock Units for the same or a different number of shares or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of a Restricted Stock Unit shall, without the consent of the Participant, materially impair his or her rights or obligations under such Restricted Stock Unit.

8.8 Creditors' Rights. A holder of Restricted Stock Units shall have no rights other than those of a general creditor of the Company. Restricted Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Restricted Stock Unit Agreement.

ARTICLE 9. ADJUSTMENTS; DISSOLUTIONS AND LIQUIDATIONS; CORPORATE TRANSACTIONS.

9.1 Adjustments. In the event of a subdivision of the outstanding Common Shares, a declaration of a dividend payable in Common Shares, a combination or consolidation of the outstanding Common Shares (by reclassification or otherwise) into a lesser number of Common Shares, or any other increase or decrease in the number of issued Common Shares effected without receipt of consideration by the Company, proportionate adjustments shall be made to the following:

(a) The number and kind of shares available for issuance under Article 3, including the numerical share limits in Articles 3.1 and 3.5;

(b) The number and kind of shares covered by each outstanding Option, SAR, and Restricted Stock Unit; and/or

(c) The Exercise Price applicable to each outstanding Option and SAR, and the repurchase price, if any, applicable to Restricted Shares.

In the event of a declaration of an extraordinary dividend payable in a form other than Common Shares in an amount that has a material effect on the price of Common Shares, a recapitalization, a spin-off or a similar occurrence, the Administrator may make such adjustments as it, in its sole discretion, deems appropriate to the foregoing. Any adjustment in the number of shares subject to an Award under this Article 9.1 shall be rounded down to the nearest whole share, although the Administrator in its sole discretion may make a cash payment in lieu of a fractional share. Except as provided in this Article 9, a Participant shall have no rights by reason of any issuance by the Company of stock of any class or securities convertible into stock of any class, any subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class.

9.2 Dissolution or Liquidation. To the extent not previously exercised or settled, Options, SARs, and Restricted Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

9.3 Corporate Transactions. In the event that the Company is a party to a merger, consolidation, or a Change in Control (other than one described in Article 14.6(d)), all Common Shares acquired under the Plan and all Awards outstanding on the effective date of the transaction shall be treated in the manner described in the definitive transaction agreement (or, in the event the transaction does not entail a definitive agreement to which the Company is party, in the manner determined by the Administrator, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Awards (or portions thereof) in an identical manner. Unless an Award Agreement provides otherwise, the treatment specified in the transaction agreement or by the Administrator may include (without limitation) one or more of the following with respect to each outstanding Award:

(a) The continuation of such outstanding Award by the Company (if the Company is the surviving entity);

(b) The assumption of such outstanding Award by the surviving entity or its parent, provided that the assumption of an Option or a SAR shall comply with applicable tax and regulatory requirements;

(c) The substitution by the surviving entity or its parent of an equivalent award for such outstanding Award (including, but not limited to, an award to acquire the same consideration paid to the holders of Common Shares in the transaction), provided that the substitution of an Option or a SAR shall comply with applicable tax and regulatory requirements;

(d) In the case of an Option or SAR, the cancellation of such Award without payment of any consideration. An Optionee shall be able to exercise his or her outstanding Option or SAR, to the extent such Option or SAR is then vested or become vested as of the effective time of the transaction, during a period of not less than five full business days preceding the closing date of the transaction, unless (i) a shorter period is required to permit a timely closing of the transaction, and (ii) such shorter period still offers the Optionees a reasonable opportunity to exercise such Option or SAR. Any exercise of such Option or SAR during such period may be contingent on the closing of the transaction;

(e) The cancellation of such Award and a payment to the Participant with respect to each share subject to the portion of the Award that is vested or becomes vested as of the effective time of the transaction equal to the excess of (A) the value, as determined by the Administrator in its absolute discretion, of the property (including cash) received by the holder of a Common Share as a result of the transaction, over (if applicable) (B) the per-share Exercise Price of such Award (such excess, if any, the "**Spread**"). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving entity or its parent having a value equal to the Spread. In addition, any escrow, holdback, earn-out, or similar provisions in the transaction agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Common Shares. If the Spread applicable to an Award (whether or not vested) is zero or a negative number, then the Award may be cancelled without making a payment to the Participant. In the event that an Award is subject to Code Section 409A, the payment described in this clause (e) shall be made on the settlement date specified in the applicable Award Agreement, provided that settlement may be accelerated in accordance with U.S. Treasury Regulation Section 1.409A-3(j)(4); or

(f) The assignment of any reacquisition or repurchase rights held by the Company in respect of an Award of Restricted Shares to the surviving entity or its parent, with corresponding proportionate adjustments made to the price per share to be paid upon exercise of any such reacquisition or repurchase rights.

For avoidance of doubt, the Administrator shall have the discretion, exercisable either at the time an Award is granted or at any time while the Award remains outstanding, to provide for the acceleration of vesting upon the occurrence of a Change in Control, whether or not the Award is to be assumed or replaced in the transaction, or in connection with a termination of the Participant's service following a transaction.

Any action taken under this Article 9.3 shall either preserve an Award's status as exempt from Code Section 409A or comply with Code Section 409A.

ARTICLE 10. OTHER AWARDS.

Subject in all events to the limitations under Article 3 above as to the number of Common Shares available for issuance under this Plan, the Company may grant other forms of Awards not specifically described herein and may grant awards under other plans or programs, where such awards are settled in the form of Common Shares issued under this Plan. Such Common Shares shall be treated for all purposes under the Plan like Common Shares issued in settlement of Restricted Stock Units and shall, when issued, reduce the number of Common Shares available under Article 3.

ARTICLE 11. LIMITATION ON RIGHTS.

11.1 Retention Rights. Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain a Service Provider. The Company and its Parents, Subsidiaries, and Affiliates reserve the right to terminate the service of any Service Provider at any time, with or without cause, and with or without notice, subject to applicable laws, the Company's certificate of incorporation and by-laws, and a written employment agreement (if any).

11.2 Stockholders' Rights. Except as set forth in Article 7.4 or 8.4 above, a Participant shall have no dividend rights, voting rights, or other rights as a stockholder with respect to any Common Shares covered by his or her Award prior to the time when a stock certificate for such Common Shares is issued or, if applicable, the time when he or she becomes entitled to receive such Common Shares by filing any required notice of exercise and paying any required Exercise Price. No adjustment shall be made for cash dividends or other rights for which the record date is prior to such time, except as expressly provided in the Plan.

11.3 Regulatory Requirements. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Common Shares under the Plan shall be subject to all applicable laws, rules, and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Common Shares pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Common Shares, to their registration, qualification, or listing or to an exemption from registration, qualification, or listing. The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Common Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority will not have been obtained or maintained, and shall enable the Administrator to cancel Awards pertaining to such Common Shares, with or without consideration to the Participant.

11.4 Transferability of Awards. The Administrator may, in its sole discretion, permit transfer of an Award in a manner consistent with applicable law. Unless otherwise determined by the Administrator, Awards shall be transferable by a Participant only by: (a) beneficiary designation (if permitted by the Administrator and valid under applicable law), (b) a will, or (c) the laws of descent and distribution; provided that, in any event, an ISO may only be transferred by will or by the laws of descent and distribution and may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee's guardian or legal representative.

11.5 Recoupment Policy. All Awards granted under the Plan, all amounts paid under the Plan, and all Common Shares issued under the Plan shall be subject to recoupment, clawback, or recovery by the Company in accordance with applicable law and with Company policy (whenever adopted) regarding same, whether or not such policy is intended to satisfy the requirements of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the U.S. Sarbanes-Oxley Act, or other applicable law, as well as any implementing regulations and/or listing standards thereunder.

11.6 Other Conditions and Restrictions on Common Shares. Any Common Shares issued under the Plan shall be subject to such forfeiture conditions, rights of repurchase, rights of first refusal, other transfer restrictions, and such other terms and conditions as the Administrator may determine. Such conditions and restrictions shall be set forth in the applicable Award Agreement and shall apply in addition to any restrictions that may apply to holders of Common Shares generally. In addition, Common Shares issued under the Plan shall be subject to such conditions and restrictions imposed either by applicable law or by Company policy, as adopted from time to time, designed to ensure compliance with applicable law or laws with which the Company determines in its sole discretion to comply including in order to maintain any statutory, regulatory, or tax advantage.

ARTICLE 12. TAXES.

12.1 General. It is a condition to each Award under the Plan that a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any Tax-Related Items required to be withheld in connection with any Award granted under the Plan by the date of the event creating the liability for Tax-Related Items. The Company shall not be required to issue any Common Shares or make any cash payment under the Plan unless such obligations are satisfied.

12.2 Withholding. At the Company's discretion and subject to any Company insider trading policy (including black-out periods), any withholding obligation for Tax-Related Items may be satisfied by (i) deducting an amount sufficient to satisfy such withholding obligation from any payment of any kind otherwise due to a Participant; (ii) accepting a payment from the Participant in cash, by wire transfer of immediately available funds, or by check made payable to the order of the Company, a Parent, Subsidiary or Affiliate, as applicable; (iii) accepting the delivery of Common Shares, including Common Shares delivered by attestation; (iv) retaining Common Shares from the Award creating the withholding obligation for Tax-Related Items, valued on the date of delivery, (v) if there is a public market for Common Shares at the time the withholding obligation for Tax-Related Items is satisfied, selling Common Shares issued pursuant to the Award creating the withholding obligation for Tax-Related Items, either voluntarily by the Participant or mandatorily by the Company; (vi) accepting delivery of a promissory note or any other lawful consideration; or (vii) any combination of the foregoing payment forms. The amount withheld pursuant to any of the foregoing payment forms shall be determined by the Company and may be up to, but no greater than, the aggregate amount of such obligations based on the maximum statutory withholding rates in the applicable Participant's jurisdiction for all Tax-Related Items that are applicable to such taxable income.

If any withholding obligation for Tax-Related Items will be satisfied under clause (iii) of the preceding paragraph, any payment of Tax-Related Items by assigning Common Shares to the Company may be subject to restrictions including any restrictions required by U.S. Securities and Exchange Commission, accounting, or other rules.

If any withholding obligation for Tax-Related Items will be satisfied under clause (v) of the preceding paragraph, each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to any brokerage firm selected by the Company to effect the sale to complete the transactions described in clause (v).

12.3 Section 409A Matters. Except as otherwise expressly set forth in an Award Agreement, it is intended that Awards granted under the Plan either be exempt from, or comply with, the requirements of Code Section 409A. To the extent an Award is subject to Code Section 409A (a "**409A Award**"), the terms of the Plan, the Award, and any written agreement governing the Award shall be interpreted to comply with the requirements of Code Section 409A so that the Award is not subject to additional tax or interest under Code Section 409A, unless the Administrator expressly provides otherwise. A 409A Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order for it to comply with the requirements of Code Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" to an individual who is considered a "specified employee" (as each term is defined under Code Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant's separation from service, or (ii) the Participant's death, but only to the extent such delay is necessary to prevent such payment from being subject to Code Section 409A(a)(1).

12.4 Limitation on Liability. Neither the Company nor any person serving as Administrator shall have any liability to a Participant in the event an Award held by the Participant fails to achieve its intended characterization under applicable tax law.

ARTICLE 13. FUTURE OF THE PLAN.

13.1 Term of the Plan. The Plan, as set forth herein, shall become effective on the date of its adoption by the Board, subject to approval of the Company's stockholders under Article 13.3 below. The Plan shall terminate automatically 10 years after the date when the Board adopted the Plan.

13.2 Amendment or Termination. The Board may, at any time and for any reason, amend or terminate the Plan. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan, or any amendment thereof, shall not affect any Award previously granted under the Plan.

13.3 Stockholder Approval. To the extent required by applicable law, the Plan will be subject to the approval of the Company's stockholders within 12 months of its adoption date. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations, or rules.

ARTICLE 14. DEFINITIONS.

14.1 "**Administrator**" means the Board or any Committee administering the Plan in accordance with Article 2.

14.2 "**Affiliate**" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

14.3 "**Award**" means any award granted under the Plan, including as an Option, a SAR, a Restricted Share award, a Restricted Stock Unit award, or another form of equity-based award.

14.4 "**Award Agreement**" means a Stock Option Agreement, a SAR Agreement, a Restricted Stock Agreement, a Restricted Stock Unit Agreement, or such other agreement evidencing an Award granted under the Plan.

14.5 "**Board**" means the Company's Board of Directors, as constituted from time to time and, where the context so requires, reference to the "Board" may refer to a Committee to whom the Board has delegated authority to administer any aspect of this Plan.

14.6 "**Change in Control**" means:

(a) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than Peter Szulczewski becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities;

(b) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(c) The consummation of a merger or consolidation of the Company with or into any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(d) Individuals who are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board over a period of 12 months; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction. In addition, if a Change in Control constitutes a payment event with respect to any Award which provides for a deferral of compensation and is subject to Code Section 409A, then notwithstanding anything to the contrary in the Plan or applicable Award Agreement the transaction with respect to such Award must also constitute a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

14.7 "**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

14.8 "**Committee**" means a committee of one or more members of the Board, or of other individuals satisfying applicable laws, appointed by the Board to administer the Plan.

14.9 "**Common Share**" means one share of the Company's Class A Common Stock.

14.10 "**Company**" means ContextLogic Inc., a Delaware corporation.

14.11 "**Consultant**" means a consultant or adviser who provides *bona fide* services to the Company, a Parent, a Subsidiary or an Affiliate as an independent contractor and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Securities Act.

14.12 "**Employee**" means a common-law employee of the Company, a Parent, a Subsidiary or an Affiliate.

14.13 "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

14.14 "**Exercise Price**," in the case of an Option, means the amount for which one Common Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. "Exercise Price," in the case of a SAR, means an amount, as specified in the applicable SAR Agreement, which is subtracted from the Fair Market Value of one Common Share in determining the amount payable upon exercise of such SAR.

14.15 "**Fair Market Value**" means the closing price of a Common Share on any established stock exchange or a national market system on the applicable date or, if the applicable date is not a trading day, on the last trading day prior to the applicable date, as reported in a source that the Administrator deems reliable. If Common Shares are not traded on an established stock exchange or a national market system, the Fair Market Value shall be determined by the Administrator in good faith on such basis as it deems appropriate. The Administrator's determination shall be conclusive and binding on all persons. Notwithstanding the foregoing, the determination of the Fair Market Value in all cases shall be in accordance with the requirements set forth under Section 409A of the Code to the extent necessary for an Award to comply with, or be exempt from, Section 409A of the Code.

14.16 "**IPO Date**" means the effective date of the registration statement filed by the Company with the U.S. Securities and Exchange Commission for its initial offering of the Common Shares to the public.

14.17 "**ISO**" means an incentive stock option described in Code Section 422(b).

14.18 "**NSO**" means a stock option not described in Code Sections 422 or 423.

14.19 "**Option**" means an ISO or NSO granted under the Plan and entitling the holder to purchase Common Shares.

14.20 "**Optionee**" means an individual or estate holding an Option or SAR.

14.21 "**Outside Director**" means a member of the Board who is not an Employee.

14.22 "**Parent**" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

14.23 "**Participant**" means an individual or estate holding an Award.

14.24 "**Plan**" means this ContextLogic Inc. 2020 Equity Incentive Plan, as amended from time to time.

14.25 "**Predecessor Plan**" means the Company's Amended and Restated 2010 Stock Plan.

14.26 "**Restricted Share**" means a Common Share awarded under the Plan.

14.27 "**Restricted Stock Agreement**" means the agreement consistent with the terms of the Plan between the Company and the recipient of a Restricted Share that contains the terms, conditions, and restrictions pertaining to such Restricted Share.

14.28 "**Restricted Stock Unit**" means a bookkeeping entry representing the equivalent of one Common Share, as awarded under the Plan.

14.29 "**Restricted Stock Unit Agreement**" means the agreement consistent with the terms of the Plan between the Company and the recipient of a Restricted Stock Unit that contains the terms, conditions, and restrictions pertaining to such Restricted Stock Unit.

14.30 "**SAR**" means a stock appreciation right granted under the Plan.

14.31 "**SAR Agreement**" means the agreement consistent with the terms of the Plan between the Company and an Optionee that contains the terms, conditions, and restrictions pertaining to his or her SAR.

14.32 "**Securities Act**" means the U.S. Securities Act of 1933, as amended.

14.33 "**Service Provider**" means any individual who is an Employee, Outside Director, or Consultant, including any prospective Employee, Outside Director, or Consultant who has accepted an offer of employment or service and will be an Employee, Outside Director, or Consultant after the commencement of their service.

14.34 "**Stock Option Agreement**" means the agreement consistent with the terms of the Plan between the Company and an Optionee that contains the terms, conditions, and restrictions pertaining to his or her Option.

14.35 "**Subsidiary**" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

14.36 "**Substitute Awards**" means Awards or Common Shares issued by the Company in assumption of, or substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a corporation acquired by the Company or any Affiliate or with which the Company or any Affiliate combines to the extent permitted by the applicable exchange listing standards.

14.37 "**Tax-Related Items**" means any U.S. and non-U.S. federal, state and/or local taxes (including, without limitation, income tax, social insurance contributions, fringe benefit tax, employment tax, stamp tax and any employer tax liability which has been transferred to a Participant) for which a Participant is liable in connection with Awards and/or Common Shares.

CONTEXTLOGIC INC.
2020 EQUITY INCENTIVE PLAN
GLOBAL NOTICE OF STOCK OPTION GRANT

You have been granted the following option to purchase shares of the Class A Common Stock of ContextLogic Inc. (the "Company"):

Name of Optionee:	«Name»
Total Number of Shares:	«TotalShares»
Type of Option:	«ISO» Incentive Stock Option «NSO» Nonstatutory Stock Option
Exercise Price per Share:	$«PricePerShare»
Date of Grant:	«DateGrant»
Vesting Commencement Date:	«VestDay»
Vesting Schedule:	This option shall vest and become exercisable with respect to the first «CliffPercent» of the shares subject to this option when you complete «CliffPeriod» months of continuous service as an [Employee or Consultant][Outside Director] ("Service") after the Vesting Commencement Date. This option shall vest and become exercisable with respect to an additional «IncrementalPercent» of the shares subject to this option when you complete each additional month of continuous Service thereafter.
Expiration Date:	«ExpDate». This option expires earlier if your Service terminates earlier, as described in the Global Stock Option Agreement, and may terminate earlier in connection with certain corporate transactions as described in Article 9 of the Plan.

You and the Company agree that this option is granted under and governed by the terms and conditions of the Company's 2020 Equity Incentive Plan (the "Plan") and the Global Stock Option Agreement, including any additional terms and conditions for your country included in the appendix attached thereto (the "Appendix" and, together with the Global Stock Option Agreement, the "Agreement"), all of which are attached to, and made a part of, this document. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Plan.

The Company may, in its sole discretion, decide to deliver any documents related to options awarded under the Plan, future options that may be awarded under the Plan, and all other documents that the Company is required to deliver to security holders (including annual reports and proxy statements) by email or other electronic means (including by posting them on a website maintained by the Company or a third party under contract with the Company). You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company. You acknowledge that you may incur costs in connection with any such delivery by means of electronic transmission, including the cost of accessing the Internet and printing fees, and that an interruption of Internet access may interfere with your ability to access the documents. You further agree to comply with the Company's *Insider Trading Policy* when selling shares of the Company's common stock.

Grant of Option

Subject to all of the terms and conditions set forth in the Global Notice of Stock Option Grant (the "Grant Notice"), this Global Stock Option Agreement, including any additional terms and conditions for your country included in the appendix attached hereto (the "Appendix" and, together with the Global Stock Option Agreement, this "Agreement"), and the Plan, the Company has granted you an option to purchase up to the total number of shares specified in the Grant Notice at the exercise price indicated in the Grant Notice.

All capitalized terms used in this Agreement shall have the meanings assigned to them in this Agreement, the Grant Notice, or the Plan.

Tax Treatment

This option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory stock option, as provided in the Grant Notice. However, even if this option is designated as an incentive stock option in the Grant Notice, it shall be deemed to be a nonstatutory stock option to the extent it does not qualify as an incentive stock option under U.S. federal tax law, including under the $100,000 annual limitation under Section 422(d) of the Code.

Vesting

This option vests and becomes exercisable in accordance with the vesting schedule set forth in the Grant Notice.

In no event will this option vest or become exercisable for additional shares after your Service has terminated for any reason unless expressly provided in a written agreement between you and the Company.

Term of Option

This option expires in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown in the Grant Notice. (This option will expire earlier if your Service terminates earlier, as described below, and this option may be terminated earlier as provided in Article 9 of the Plan.)

Termination of Service

If your Service terminates for any reason, this option will expire to the extent it is unvested as of the Termination Date (as defined in the following paragraph) and does not vest as a result of your termination of Service. The Company determines whether and when your Service terminates for all purposes of this option. For the avoidance of doubt, Service during only a portion of a vesting period shall not entitle you to vest in a pro-rata portion of this option.

For purposes of this option, your Service will be considered terminated (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or otherwise rendering services or the terms of your employment or other service agreement, if any) as of the date (the "Termination Date") you are no longer providing active services to the Company, its Parent or any of its Subsidiaries or Affiliates and will not be extended by any notice period (*e.g.*, your period of Service will not include any contractual notice period or period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or otherwise rendering services or the

	terms of your employment or service agreement, if any). Unless otherwise expressly provided in the Plan or determined by the Company, (i) your right to vest in this option, if any, will terminate as of the Termination Date, and (ii) the period (if any) during which you may exercise this option after your Service terminates will commence on the Termination Date. The Company shall have exclusive discretion to determine when your Service terminates for purposes of this option (including when you are no longer considered to be providing Service while on leave of absence).
Regular Termination	If your Service terminates for any reason except death or total and permanent disability, then this option, to the extent vested as of the Termination Date, will expire at the close of business at Company headquarters on the date three months after the Termination Date.
Death	If your Service terminates as a result of your death, then this option, to the extent vested as of the date of your death, will expire at the close of business at Company headquarters on the date twelve months after the date of your death.
Disability	If your Service terminates because of your total and permanent disability, then this option, to the extent vested as of the Termination Date, will expire at the close of business at Company headquarters on the date six months after the Termination Date. For all purposes under this Agreement, "total and permanent disability" means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than one year.
Leaves of Absence and Part-Time Work	For purposes of this option, your Service does not terminate when you go on a military leave, a medical leave, or another *bona fide* leave of absence, if the leave was approved by the Company or, if different by, a Parent, Subsidiary or Affiliate to which you are rendering service (the "Service Recipient) in writing and if continued crediting of Service is required by applicable law, the Company's leave of absence policy, or the terms of your leave. However, your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, or if you commence working on a part-time basis, the Company may adjust the vesting schedule in accordance with the Company's leave of absence policy or the terms of your leave or so that the rate of vesting is commensurate with your reduced work schedule, as applicable, to the extent permitted by applicable law.
Restrictions on Exercise / Compliance with Law	Notwithstanding any other provision in the Plan or this Agreement, unless there is an available exemption from registration, qualification or other legal requirement applicable to the shares of the Company's Class A Common Stock, the Company shall not be required to permit the exercise of this option and/or delivery of Company shares prior to the completion of any registration or qualification of the shares under any U.S. or non-U.S. local, state or federal securities or other law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. You

understand that the Company is under no obligation to register or qualify the shares of the Company's Class A Common Stock subject to the option with the SEC or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that the Company shall have unilateral authority to amend this Agreement without your consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares.

Notice of Exercise

When you wish to exercise this option, you must notify the Company by filing the proper "Notice of Exercise" form at the address given on the form or, if the Company has designated a third party to administer the Plan, you must notify such third party in the manner such third party requires. Your notice must specify how many shares you wish to purchase. The notice will be effective when the Company receives it.

However, if you wish to exercise this option by executing a same-day sale (as described below), you must follow the instructions of the Company and the broker who will execute the sale.

If someone else wants to exercise this option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

You may only exercise your option for whole shares.

Form of Payment

When you submit your Notice of Exercise, you must make arrangements for the payment of the option exercise price for the shares that you are purchasing. To the extent permitted by applicable law, payment may be made in one (or a combination of two or more) of the following forms:

☐ By delivering to the Company a personal check, a cashier's check or a money order, or arranging for a wire transfer.

☐ By giving to a securities broker approved by the Company irrevocable directions to sell all or part of your option shares and to deliver to the Company, from the sale proceeds, an amount sufficient to pay the option exercise price and satisfy any withholding obligations for Tax-Related Items (as defined below). (The balance of the sale proceeds, if any, will be delivered to you.) The directions must be given in accordance with the instructions of the Company and the broker. This exercise method is sometimes called a "same-day sale."

The Company may permit other forms of payment in its discretion to the extent permitted by the Plan.

Responsibility for Taxes

Regardless of any action the Company or the Service Recipient takes with respect to any or all Tax-Related Items, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company and/or the Service Recipient. You further acknowledge that the Company and/or the Service Recipient: (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this option, including, but not limited to, the grant, vesting or exercise of this option, the issuance of shares upon exercise of this option, the subsequent sale of shares acquired pursuant to such exercise, and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the option or any

aspect of this option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Service Recipient to satisfy any withholding obligations with regard to Tax-Related Items by one or a combination of the following:

☐ Withholding shares of the Company's Class A Common Stock that otherwise would be issued to you when you exercise this option equal in value to the Tax-Related Items.

☐ Permitting you to surrender shares of the Company's Class A Common Stock that you previously acquired equal in value to the Tax-Related Items.

☐ Withholding the amount of Tax-Related Items from proceeds of the sale of the Company's Class A Common Stock acquired upon the exercise of this option either through a voluntary sale (including a same-day sale described above) or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent). You acknowledge that the Company or its designee is under no obligation to arrange for such sale at any particular price. Regardless of whether the Company arranges for such sale, you will be responsible for all fees and other costs of sale, and you agree to indemnify and hold the Company harmless from any losses, costs, damages or expenses relating to any such sales.

☐ Withholding the amount of Tax-Related Items from your wages or other compensation payable to you by the Company and/or the Service Recipient.

☐ Any other means approved by the Company.

The Company may withhold or account for Tax-Related Items by considering the statutory withholding amount or other withholding rates, including maximum rates applicable in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in shares), or if not refunded, you may seek a refund from the applicable tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Service Recipient. If the withholding obligation for Tax-Related Items is satisfied by withholding in shares of the Company's Class A Common Stock, for tax purposes, you will be deemed to have been issued the full number of shares subject to the exercised portion of this option, notwithstanding that a number of shares are held back solely for the purpose of paying the Tax-Related Items.

You agree to pay to the Company in cash any amount of Tax-Related Items that the Company is not able to satisfy by the means described above. To the extent you fail to comply with your obligations in connection with the Tax-Related Items, the Company may refuse to permit your exercise of this option or to issue and deliver the shares or the proceeds of the sale of shares of the Company's Class A Common Stock subject to the option.

Restrictions on Resale	You agree not to sell any option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
Transfer of Option	Prior to your death, only you may exercise this option. You cannot transfer or assign this option. For instance, you may not sell this option or use it as security for a loan. If you attempt to do any of these things, this option will immediately become invalid. You may, however, dispose of this option in your will or by means of a written beneficiary designation (if authorized by the Company and to the extent such beneficiary designation is valid under applicable law) which must be filed with the Company on the proper form; provided, however, that your beneficiary or a representative of your estate or your legal heirs acknowledges and agrees in writing in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or representative of the estate or legal heirs were you. Regardless of any marital property settlement agreement, the Company is not obligated to honor a Notice of Exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your option in any other way.
Nature of Grant	By accepting this option, you acknowledge, understand and agree that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and the Company may amend, modify, suspend or terminate the Plan at any time, to the extent permitted by the Plan; (b) the grant of this option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past; (c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company; (d) if you are a U.S. Service Provider, neither this option nor this Agreement alters the at-will nature of your Service relationship; (e) the option grant does not interfere with the ability of the Company or the Service Recipient, as applicable, to terminate your status as a Service Provider; (f) this option grant does not establish an employment or other service relationship with the Company; (g) you are voluntarily participating in the Plan; (h) this option and the shares of the Company's Class A Common Stock subject to this option, and the income from and value of same, are not intended to replace any pension rights or compensation; (i) this option and the shares of the Company's Class A Common Stock subject to this option, and the income from and value of same, are not part of normal or expected compensation for purposes of, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments; (j) the future value of the shares of the Company's Class A Common Stock subject to this option is unknown, indeterminable, and cannot be predicted with certainty; (k) if the shares of the Company's Class A Common Stock subject to this option do not increase in value, this option will have no value; (l) if you exercise this option and acquire shares of the Company's Class A Common Stock, the value of such shares may increase or decrease in value, even below the exercise price;

	(m) no claim or entitlement to compensation or damages shall arise from forfeiture of this option resulting from the termination of your Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where you are employed or otherwise rendering service or the terms of your employment or service agreement, if any); (n) unless otherwise agreed with the Company, this option and any shares of the Company's Class A Common Stock acquired upon exercise of this option, and the income from and value of same, are not granted as consideration for, or in connection with, any service you may provide as a director of any Parent, Subsidiary or Affiliate; (o) unless otherwise provided in the Plan or by the Company in its discretion, this option and the benefits evidenced by this Agreement do not create any entitlement to have this option transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company's Class A Common Stock; and (o) the following provisions shall be applicable only to Service Providers outside the U.S.: (i) this option and the shares of the Company's Class A Common Stock subject to this option, and the income from and value of same, are not part of normal or expected compensation for any purpose; and (ii) neither the Company, the Service Recipient, nor any other Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of this option or of any amounts due to you pursuant to the exercise of this option or the subsequent sale of shares of the Company's Class A Common Stock acquired upon exercise of this option.
Stockholder Rights	You, or your estate or heirs, have no rights as a stockholder of the Company until you have exercised this option by giving the required notice to the Company, paying the exercise price, and satisfying any applicable withholding obligations for Tax-Related Items. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this option, except as described in the Plan.
Recoupment Policy	This option, and the shares acquired upon exercise of this option, shall be subject to any Company recoupment or clawback policy in effect from time to time.
Adjustments	In the event of a stock split, a stock dividend or a similar change in Company stock, the number of shares covered by this option and the exercise price per share will be adjusted pursuant to the Plan.
Effect of Significant Corporate Transactions	If the Company is a party to a merger, consolidation, or certain change in control transactions, then this option will be subject to the applicable provisions of Article 9 of the Plan.
Appendix	Notwithstanding any provisions in this Global Stock Option Agreement, this option shall be subject to any additional terms and conditions for your country set forth in the Appendix attached hereto. Moreover, if you relocate to any of the countries included in the Appendix, the additional terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

No Advice Regarding Grant	The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or the acquisition or sale of shares of the Company's Class A Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.
Insider Trading/Market Abuse Laws	You understand that you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including but not limited to the United States, your country and the broker's country and the country or countries in which the shares of the Company's Class A Common Stock are listed, which may affect your ability, directly or indirectly, to purchase or sell, or attempt to sell or otherwise dispose of shares, rights to shares (options), or rights linked to the value of shares during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction(s)). Local insider trading laws and regulations prohibit the cancellation or amendment of orders you placed before possessing the inside information. Furthermore, you understand that you may be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties by sharing with them Company inside information, or otherwise causing third parties to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to restrictions that may apply to you under the Company's Insider Trading Policy. It is your responsibility to comply with the Company's Insider Trading Policy and any applicable legal or regulatory trading restrictions. You should consult with your personal legal advisor on this matter.
Foreign Asset/Account Reporting Requirements	If you reside in a country outside the U.S., there may be certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares or cash received from participating in the Plan (including from any dividends paid on shares of the Company's Class A Common Stock) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or related transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country within a certain time after receipt. It is your responsibility to comply with such regulations and you should speak to your personal legal advisor on this matter.
Language	You acknowledge that you are sufficiently proficient in English or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document(s) related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
Imposition of Other Requirements	The Company reserves the right to impose other requirements on your participation in the Plan and on any shares of the Company's Class A Common Stock acquired under the Plan, if the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Governing Law; Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions). For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the courts of the State of California, or the federal courts for San Francisco County, California, and no other courts, where this grant is made and/or to be performed.
Severability	The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable.
Waiver	You acknowledge that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by your or any other Optionee.
The Plan and Other Agreements	The text of the Plan is incorporated in this Agreement by reference. This Plan, this Agreement, and the Grant Notice constitute the entire understanding between you and the Company regarding this option. Any prior agreements, commitments, or negotiations concerning this option are superseded.

BY ACCEPTING THIS OPTION GRANT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED IN THIS AGREEMENT, THE GRANT NOTICE AND THE PLAN.

APPENDIX
TO THE

CONTEXTLOGIC INC.
2020 EQUITY INCENTIVE PLAN
GLOBAL STOCK OPTION AGREEMENT

Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Global Stock Option Agreement (the "Option Agreement").

Terms and Conditions

This Appendix includes additional terms and conditions that govern this option if you reside and/or work in any of the countries listed herein. If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after receiving the grant of this option, or you are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions herein will apply to you.

Notifications

This Appendix also includes information regarding taxes and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, income tax and other laws in effect in the respective countries as of November 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you vest in or exercise this option or sell shares of the Company's Class A Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your personal situation.

If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the grant of this option, or you are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you in the same manner.

ALL COUNTRIES OUTSIDE THE U.S.

Data Privacy Consent

(a) ***Data Collection and Usage***. ***The Company and the Service Recipient collect, process and use certain personal information about you, including, but not limited to, your name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options granted under the Plan or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is your consent.***

(b) ***Stock Plan Administration Service Providers***. ***The Company transfers Data to E*TRADE Financial Services, Inc. and certain of its affiliated companies ("E*TRADE"), an independent service provider based in the U.S., which is assisting the Company with the implementation, administration and management of the Plan. Where required, the legal basis for the transfer of Data to E*TRADE is your consent. The Company may select a different service provider or additional service providers and share Data with such other provider serving in a similar manner. You may be asked to agree on separate terms and data processing practices with E*TRADE, with such agreement being a condition to the ability to participate in the Plan.***

(c) ***International Data Transfers***. ***The Company and its service providers, including E*TRADE are based in the U.S. Your country or jurisdiction may have different data privacy laws and protections than the U.S. Where required, the legal basis for the transfer of Data to these recipients is your consent.***

(d) ***Data Retention***. ***The Company will hold and use Data only as long as is necessary to implement, administer and manage your participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws.***

(e) ***Voluntariness and Consequences of Consent Denial or Withdrawal***. ***Participation in the Plan is voluntary and you are providing the consents herein on a voluntary basis. You understand that you may request to stop the transfer and processing of your Data for purposes of your participation in the Plan and that your compensation from or employment relationship with the Service Recipient will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow you to participate in the Plan. You understand that your Data will still be processed in relation to your employment and for record-keeping purposes.***

(h) ***Data Subject Rights***. ***You may have a number of rights under data privacy laws in your jurisdiction. Depending on where you are based, such rights may include the right to (i) request access to or copies of Data the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in your jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, you can contact your local human resources representative.***

(i) ***Additional Consents***. ***By participating in the Plan and indicating consent via the Company's acceptance procedure, you are declaring that you agree with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above. Upon request of the Company or the Service Recipient, you agree to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Service***

Recipient) that the Company and/or the Service Recipient may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Service Recipient.

CANADA

Terms and Conditions

Form of Payment. Notwithstanding any provision in the Plan or the Option Agreement, you may not pay the exercise price by surrendering shares of the Company's Class A Common Stock that you already own, by attesting to the ownership of shares of the Company's Class A Common Stock or by way of a net exercise.

Termination Date. The following provision replaces the second paragraph of the "Termination of Service" section of the Option Agreement:

For purposes of this option, your Service will be considered terminated (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or otherwise rendering services or the terms of your employment or other service agreement, if any) as of the date (the "Termination Date") that is the earliest of: (a) the date you receive notice of termination of your Service, (b) the date your Service is terminated, or (c) the date the you are no longer actively providing services to the Company, its Parent or any Subsidiary or Affiliate, regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). Unless otherwise expressly provided in the Plan or determined by the Company, (i) your right to vest in this option under the Plan, if any, will terminate as of the Termination Date; and (ii) the period (if any) during which you may exercise this option after termination of Service will commence on the Termination Date. The Company shall have the discretion to determine when you are no longer actively providing services for purposes of this option (including whether you may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment legislation explicitly requires continued vesting during a statutory notice period, you acknowledge that your right to vest in the option, if any, will terminate effective as of the last date of the minimum statutory notice period, but you will not earn or be entitled to pro-rata vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

The following terms and conditions apply to Service Providers resident in Quebec:

Language. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

La Langue. *Les parties reconnaissent avoir expressément souhaité que la convention «**Agreement**», ainsi que tous les documents, avis et procédures judiciaries, éxecutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

Data Privacy. The following provision supplements the Data Privacy Consent above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved with the administration of the Plan. You further authorize the Company, the Employer and any Parent, Subsidiary or Affiliate and the Administrator to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in your employee file.

Notifications

Securities Law Information. You understand that you are not permitted to sell or otherwise dispose of the shares of the Company's Class A Common Stock acquired under the Plan in Canada. You will only be permitted to sell or dispose of any shares of the Company's Class A Common Stock if such sale or disposal takes place outside of Canada through the facilities of the exchange on which the shares of the Company's Class A Common Stock are then listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign specified property exceeds C$100,000 at any time in the year. Options must be reported (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property held. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

*The following provisions apply only to Service Providers who are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("**SAFE**"), as determined by the Company in its sole discretion:*

Exercisability of Option. In addition to the vesting conditions set forth in the Grant Notice and the Option Agreement, this option shall not vest nor be exercisable until all necessary exchange control and other approvals from SAFE or its local counterpart have been received and maintained by the Company under applicable exchange control rules with respect to the Plan and the awards thereunder (the "***SAFE Approval Requirement***"). You must continue to provide Service through each vesting date and subject to the SAFE Approval Requirement to be able to exercise this option.

If the Company is unable to complete the SAFE registration or maintain the registration, no shares subject to this option shall be issued and the Company has the sole discretion to allow any vested options to be settled in cash paid through local payroll in an amount equal to the fair market value of the shares underlying this option on the applicable date, less the exercise price and any withholding for Tax-Related Items.

Shares Must Remain With Company's Designated Broker. You agree to hold any shares received upon exercise of this option with the Company's designated broker until the shares are sold. The limitation shall apply to all shares issued to you under the Plan, whether or not you have experienced a Termination of Service.

Form of Payment. Notwithstanding any provision in the Grant Notice and the Option Agreement, you must pay the exercise price by using a "same-day sale" method of payment. The Company reserves the right to provide you with additional methods of payment.

Forced Exercise and Sale of Shares. The Company has the discretion to arrange for the sale of the shares issued upon exercise of this option, either immediately upon exercise or at any time thereafter. In any event, if you have experienced a Termination of Service, you will be required to exercise any vested option and sell any shares acquired upon exercise of the option within such time period as required by the Company in accordance with SAFE requirements. Any unexercised options shall be forfeited and cancelled at the end of this period. Any shares remaining in the brokerage account at the end of this period shall be sold by the broker (on your behalf pursuant to this authorization and

without further consent). You agree to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. You acknowledge that neither the Company nor the designated broker is under any obligation to arrange for the sale of shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the shares are sold, the sale proceeds, less any withholding for Tax-Related Items, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the me in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares acquired under the Plan and any cash dividends paid on such shares. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or a Parent, Subsidiary or Affiliate in China), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or a Parent, Subsidiary or Affiliate in China) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (or its Parent, Subsidiaries and Affiliates) are under no obligation to secure any particular exchange conversion rate and that the Company (or its Parent, Subsidiaries or Affiliates) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company (or its Parent, Subsidiaries and Affiliates) shall not be liable for any costs, fees, lost interest or dividends or other losses that you may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Grant Notice and this option in accordance with any applicable laws, rules, regulations and requirements.

Notifications

Exchange Control Information. Chinese residents may be required to report to SAFE all details of their foreign financial assets and liabilities (including shares acquired under the Plan), as well as details of any economic transactions conducted with non-Chinese residents.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported electronically to the German Federal Bank (*Bundesbank*) on a monthly basis. In case of payments in connection with securities (including proceeds realized upon the sale of shares of the Company's Class A Common Stock), the report must be made by the 5th day of the month following the month in which the payment was received. The form of report ("*Allgemeine Meldeportal Statistik*") can be accessed via the *Bundesbank's* website (www.bundesbank.de) and is available in both German and English. You are responsible for obtaining the appropriate form from the bank and complying with the applicable reporting obligations.

Foreign Asset/Account Reporting Information. If the acquisition of shares of the Company's Class A Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year. A "qualified participation" is attained only in the unlikely event (i) the value of the shares acquired exceeds EUR 150,000 and you own 1% or more of the Company's total common stock or (ii) you hold shares exceeding 10% of the Company's total common stock.

INDIA

Notifications

Exchange Control Information. Indian residents are required to repatriate any cash dividends paid on shares of the Company's Class A Common Stock acquired under the Plan within 180 days and any proceeds from the sale of such shares of the Company's Class A Common Stock to India within 90 days of receipt, or within such other period of time as may be required under applicable regulations and to convert the proceeds into local currency. Such residents will receive a foreign inward remittance certificate ("FIRC") from the bank where the foreign currency is deposited and should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. You acknowledge that it is your responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of the Company's Class A Common Stock acquired under the Plan) in their annual tax return. You should consult with your personal tax advisor to determine your reporting requirements.

INDONESIA

Terms and Conditions

Language Consent. By accepting the option, you (i) confirm having read and understood the documents relating to the grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan Bahasa. *Dengan menerima hibah, anda (i) memberikan konfirmasi bahwa anda telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Program dan Perjanjian) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).*

Notifications

Exchange Control Information. For foreign currency transactions exceeding US$25,000, the document(s) underlying that transaction will have to be submitted to the relevant local bank. If Indonesian residents repatriate funds (e.g., proceeds from the sale of shares acquired under the Plan) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia. For transactions of US$10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and Indonesian residents may be required to provide information about the transaction to the bank in order to complete the transaction.

In addition, if there is a change of position (i.e., sale of shares) in any foreign assets you hold (including shares acquired under the Plan), Indonesian residents must report this change to the Bank of Indonesia no later than the 15th day of the month following the change in position.

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares acquired under the Plan) in their annual individual income tax return.

IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors and secretaries of an Irish Parent, Subsidiary or Affiliate whose interest in the Company represents more than 1% of the Company's voting share capital must notify the Irish Parent, Subsidiary or Affiliate in writing when acquiring or disposing of their interest in the Company (*e.g.*, options, shares, etc.), when becoming aware of the event giving rise to the notification requirement, or when becoming a director or secretary if such an interest exist at the time. This notification requirement also applies to any rights or shares acquired by the director's spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

NETHERLANDS

There are no country-specific provisions.

SINGAPORE

Terms and Conditions

Sale of Shares. For any options that become exercisable within six (6) months of the Date of Grant, you agree that you will not sell or offer to sell the shares acquired prior to the six (6)-month anniversary of the Date of Grant, unless such sale or offer to sell in Singapore is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

Notifications

Securities Law Information. The grant of options is being made in reliance on section 273(1)(f) of the SFA and not with a view to the options being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Obligation. If you are a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, you are subject to notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Parent, Subsidiary or Affiliate in writing when you receive an interest (*e.g.*, options, shares) in the Company. In addition, you must notify the Singapore Parent, Subsidiary or Affiliate when you sell shares (including when you sell shares acquired under the Plan). These notifications must be made within two (2) business days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company or any related company within two business days of becoming a director, associate director or shadow director.

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements the "Nature of Grant" section of the Option Agreement:

By accepting this grant of options, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant options under the Plan to Service Providers throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not bind the Company or any Parent, Subsidiary or Affiliate, other than to the extent set forth in this Agreement. Consequently, you understand that the options are granted on the assumption and condition that the options and any shares acquired at exercise are not part of any employment or service agreement, and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant of options would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any award of or right to the options shall be null and void.

Further, you understand that you will not be entitled to continue vesting in any option grant upon your termination of Service. This will be the case, for example, even in the event of your termination by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjusted or recognized to be without cause, individual or collective dismissal or objective grounds, whether adjudged or recognized to be without cause, material modification of the terms of employment or service under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the "Nature of Grant" section of the Option Agreement.

Notifications

Securities Law Information. No "offer to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the options. The Plan, this Option Agreement, and any other documents evidencing this grant of options have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. Spanish residents must declare the acquisition of shares to the *Spanish Dirección General de Comercio e Inversiones* (the "DGCI"), the Bureau for Commerce and Investments, which is a department of the Ministry of Economics and Competitiveness. Spanish residents must also declare ownership of any shares by filing a Form D-6 with the Directorate of Foreign Transactions each January while the shares are owned. In addition, the sale of shares must also be declared on Form D-6 filed with the DGCI in January, unless the sale proceeds exceed the applicable threshold (currently €1,502,530), in which case, the filing is due within one month after the sale.

In addition, Spanish residents are required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, shares) and any transactions with non-Spanish residents (including any payments of cash or shares made by the Company or any U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1 million.

Foreign Asset/Account Reporting Information. To the extent Spanish residents hold shares and/or have bank accounts outside Spain with a value in excess of €50,000 (for each type of asset) as of December 31, they will be required to report information on such assets on their tax return (tax form 720) for such year. After such shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously reported shares or accounts increases by more than €20,000.

SWITZERLAND

Notifications

Securities Law Information. Neither the Agreement nor any other materials relating to the options (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than a Service Provider, or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority FINMA.

TAIWAN

Terms and Conditions

Data Privacy. The following provision supplements the Data Privacy Consent above:

You hereby acknowledge that you have read and understood the terms regarding collection, processing and transfer of Data contained in this Appendix and by participating in the Plan, you agree to such terms. In this regard, upon request of the Company or the Service Recipient, you agree to provide an executed data privacy consent form to the Company or Service Recipient (or any other agreements or consents that may be required by the Company or Service Recipient) that the Company and/or the Service Recipient may deem necessary to obtain under the data privacy laws in your country, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

Notifications

Securities Law Information. The offer of participation in the Plan is available only for Service Providers. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares and the receipt of any dividends paid on such shares) into Taiwan up to US$5,000,000 per year without justification. If the transaction amount is TWD$500,000 or more in a single transaction, a Foreign Exchange Transaction Form must be submitted, along with supporting documentation, to the satisfaction of the remitting bank. You should consult a personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes. The following section supplements the "Responsibility for Taxes" section of the Option Agreement:

Without limitation to the "Responsibility for Taxes" section of the Option Agreement, you agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company, the Service Recipient or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company or the Service Recipient for the amount of any Tax-Related Items not collected from or paid by you if the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid by you within 90 days of the end of the U.K. tax year in which an event giving rise to the taxable event occurs, may constitute an additional benefit to you on which additional income tax and National Insurance contributions ("NICs") may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Service Recipient (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be recovered from you by any of the means referred to in the "Responsibility for Taxes" section of the Option Agreement.

Joint Election. As a condition of participation in the Plan, you agree to accept any liability for secondary Class 1 NICs which may be payable by the Company and/or the Service Recipient in connection with this option and any event giving rise to Tax-Related Items related to your participation in the Plan (the "Employer NICs"). Without prejudice to the foregoing, you agree to execute a joint election with the Company or the Service Recipient, the form of such joint election having been approved formally by HMRC (the "Joint Election"), and any other required consent or election to accomplish the transfer of Employer NICs to you. You further agree to execute such other joint elections as may be required between you and any successor to the Company or the Service Recipient. You further agree that the Company or the Service Recipient may collect the Employer NICs from you by any of the means set forth in the "Responsibility for Taxes" section of the Option Agreement.

If you do not enter into a Joint Election, or if approval of the Joint Election has been withdrawn by HMRC, the Company, in its sole discretion and without any liability to the Company or the Service Recipient, may choose not to issue or deliver any shares of Company common stock to you upon exercise of this option.

Important Note on the Election to Transfer Employer NICs

If you are liable for National Insurance contributions ("NICs") in the UK in connection with your participation in the ContextLogic Inc. 2020 Equity Incentive Plan (the "Plan"), you are required to enter into an Election to transfer to you any liability for employer's NICs that may arise in connection with your participation in the Plan.

By entering into the Election:

- you agree that any employer's NICs liability that may arise in connection with your participation in the Plan will be transferred to you;
- you authorise your employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from your salary or other payments due or the sale of sufficient shares acquired pursuant to your awards; and
- you acknowledge that even if you have electronically accepted this Election, the Company or your employer may still require you to sign a paper copy of this Election (or a substantially similar form) if the Company determines such is necessary to give effect to the Election.

Please read the Election carefully.

Please print and keep a copy of the Election for your records.

CONTEXTLOGIC INC.

2020 EQUITY INCENTIVE PLAN

ELECTION TO TRANSFER THE EMPLOYER'S SECONDARY CLASS 1 NATIONAL INSURANCE LIABILITY TO THE EMPLOYEE

This Election is between:

A. The individual who has obtained authorised access to this Election (the "**Employee**"), who is employed by one of the employing companies listed in the attached schedule (the "**Employer**") and who is eligible to receive stock options ("**Options**") pursuant to the ContextLogic Inc. 2020 Equity Incentive Plan (the "**Plan**"), and

B. ContextLogic Inc., with its registered office at 1 Sansome Street, 40th Floor, San Francisco, California, United States 94104 (the "**Company**"), which may grant Options under the Plan and is entering into this Election on behalf of the Employer.

1. **INTRODUCTION**

1.1 This Election relates to all Options granted to the Employee under the Plan up to the termination date of the Plan.

1.2 In this Election the following words and phrases have the following meanings:

(a) "**Chargeable Event**" means any event giving rise to Relevant Employment Income.

(b) "**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003.

(c) "**Relevant Employment Income**" from Options on which Employer's National Insurance Contributions becomes due is defined as:

(i) an amount that counts as employment income of the earner under section 426 ITEPA (restricted securities: charge on certain post-acquisition events);

(ii) an amount that counts as employment income of the earner under section 438 of ITEPA (convertible securities: charge on certain post-acquisition events); or

(iii) any gain that is treated as remuneration derived from the earner's employment by virtue of section 4(4)(a) SSCBA, including without limitation:

(A) the acquisition of securities pursuant to the Options (within the meaning of section 477(3)(a) of ITEPA);

(B) the assignment (if applicable) or release of the Options in return for consideration (within the meaning of section 477(3)(b) of ITEPA); and

(C) the receipt of a benefit in connection with the Options, other than a benefit within (i) or (ii) above (within the meaning of section 477(3)(c) of ITEPA).

(d) "**SSCBA**" means the Social Security Contributions and Benefits Act 1992.

1.3 This Election relates to the Employer's secondary Class 1 National Insurance Contributions (the "**Employer's Liability**") which may arise in respect of Relevant Employment Income in respect of the Options pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.

1.4 This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.

1.5 This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

1.6 Any reference to the Company and/or the Employer shall include that entity's successors in title and assigns as permitted in accordance with the terms of the Plan and the Option Agreement. This Election will have effect in respect of the Options and any awards which replace or replaced the Options following their grant in circumstances where section 483 of ITEPA applies.

2. **THE ELECTION**

The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer's Liability that arises on any Relevant Employment Income is hereby transferred to the Employee. The Employee understands that, by signing this Election (including by electronic signature process) or by accepting the Options (including by electronic signature process if made available by the Company), he or she will become personally liable for the Employer's Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 of the SSCBA.

3. **PAYMENT OF THE EMPLOYER'S LIABILITY**

3.1 The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability in respect of any Relevant Employment Income from the Employee at any time after the Chargeable Event:

(i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Chargeable Event; and/or

(ii) directly from the Employee by payment in cash or cleared funds; and/or

(iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the Options, the proceeds from which must be delivered to the Employer in sufficient time for payment to be made to Her Majesty's Revenue & Customs ("**HMRC**") by the due date; and/or

(iv) where the proceeds of the gain are to be paid through a third party, the Employee will authorize that party to withhold an amount from the payment or to sell some of the securities which the Employee is entitled to receive in respect of the Option, such amount to be paid in sufficient time to enable the Company and/or the Employer to make payment to HMRC by the due date; and/or

(v) by any other means specified in the applicable Option Agreement entered into between the Employee and the Company.

3.2 The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities to the Employee in respect of the Option until full payment of the Employer's Liability is received.

3.3 The Company agrees to procure the remittance by the Employer of the Employer's Liability to HMRC on behalf of the Employee within 14 days after the end of the UK tax month during which the Chargeable Event occurs (or within 17 days after the end of the UK tax month during which the Chargeable Event occurs if payments are made electronically).

4. **DURATION OF ELECTION**

4.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer's Liability becomes due.

4.2 This Election will continue in effect until the earliest of the following:

(i) the date on which the Employee and the Company agree in writing that it should cease to have effect;

(ii) the date on which the Company serves written notice on the Employee terminating its effect;

(iii) the date on which HMRC withdraws approval of this Election; or

(iv) the date on which, after due payment of the Employer's Liability in respect of the entirety of the Options to which this Election relates or could relate, the Election ceases to have effect in accordance with its own terms.

4.3 This Election will continue in force regardless of whether the Employee ceases to be an employee of the Employer.

[Electronic Acceptance/Signature page follows]

Acceptance by the Employee

The Employee acknowledges that, by signing this Election (including by electronic signature process) or by accepting the Options (including by electronic signature process if made available by the Company), the Employee agrees to be bound by the terms of this Election.

_____ __/__/_____

Signature (Employee) Date

Acceptance by the Company

The Company acknowledges that, by signing this Election (including by electronic signature process) or arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signature for and on
behalf of the Company

_____

Position _____

Date _____

SCHEDULE OF EMPLOYER COMPANIES

The following are employer companies to which this Election may apply:

Name:	ContextLogic BD B.V.
Registered Office:	Schiphol Boulevard 347, 1118 BJ Schiphol, Netherlands
Company Registration Number:	None
Corporation Tax Reference:	None
PAYE Reference:	120/NB79881

CONTEXTLOGIC INC.
2020 EQUITY INCENTIVE PLAN
GLOBAL NOTICE OF RESTRICTED STOCK UNIT AWARD

You have been granted Restricted Stock Units ("RSUs"), each representing the right to receive one share of Class A Common Stock of ContextLogic Inc. (the "Company") on the following terms:

Name of Recipient:	«Name»
Total Number of RSUs Granted:	«TotalRSUs»
Date of Grant:	«DateGrant»
Vesting Schedule:	The first «CliffPercent»% of the RSUs subject to this award will vest on «InitialVestDate», and an additional «IncrementPercent»% of the RSUs subject to this award will vest on each monthly anniversary thereafter, provided that you remain in continuous service as an [Employee or Consultant][Outside Director] ("Service") through each such date.

You and the Company agree that these RSUs are granted under and governed by the terms and conditions of the Company's 2020 Equity Incentive Plan (the "Plan") and the Global Restricted Stock Unit Agreement, including any additional terms and conditions for your country included in the appendix attached thereto (the "Appendix" and, together with the Global Restricted Stock Unit Agreement, the "Agreement"), all of which are attached to, and made a part of, this document. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Plan.

The Company may, in its sole discretion, decide to deliver any documents related to RSUs awarded under the Plan, future RSUs that may be awarded under the Plan, and all documents that the Company is required to deliver to security holders (including annual reports and proxy statements) by email or other electronic means (including posting them on a website maintained by the Company or a third party under contract with the Company). You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company. You acknowledge that you may incur costs in connection with any such delivery by means of electronic transmission, including the cost of accessing the Internet and printing fees, and that an interruption of Internet access may interfere with your ability to access the documents.

You further agree to comply with the Company's *Insider Trading Policy* when selling shares of the Company's common stock.

GLOBAL RESTRICTED STOCK UNIT AGREEMENT

Grant of RSUs

Subject to all of the terms and conditions set forth in the Global Notice of Restricted Stock Unit Award (the "Grant Notice"), this Global Restricted Stock Unit Agreement, including any additional terms and conditions for your country included in the appendix attached hereto (the "Appendix" and, together with the Global Restricted Stock Unit Agreement, this "Agreement"), and the Plan, the Company has granted to you the number of RSUs set forth in the Grant Notice.

All capitalized terms used in this Agreement shall have the meanings assigned to them in this Agreement, the Grant Notice, or the Plan.

Nature of RSUs

Your RSUs are bookkeeping entries. They represent only the Company's unfunded and unsecured promise to issue shares of the Company's Class A Common Stock on a future date. As a holder of RSUs, you have no rights other than the rights of a general creditor of the Company.

Payment for RSUs

No payment is required for the RSUs that you are receiving.

Vesting

The RSUs vest in accordance with the vesting schedule set forth in the Grant Notice.

In no event will any additional RSUs vest after your Service has terminated for any reason unless expressly provided in a written agreement between you and the Company.

Termination of Service/Forfeiture

If your Service terminates for any reason, then your RSUs will be forfeited to the extent that they have not vested before the Termination Date (as defined in the following paragraph) and do not vest as a result of the termination of your Service. This means that any RSUs that have not vested under this Agreement will be cancelled immediately as of the Termination Date. You will receive no payment for RSUs that are forfeited. For the avoidance of doubt, Service during only a portion of the vesting period shall not entitle you to vest in a pro-rata portion of the RSUs.

For purposes of the RSUs, your Service will be considered terminated (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or otherwise rendering services or the terms of your employment or other service agreement, if any) as of the date (the "Termination Date") you are no longer actively providing services to the Company, its Parent or any of its Subsidiaries or Affiliates and will not be extended by any notice period (*e.g.*, your period of Service will not be extended by any contractual notice period or period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or otherwise rendering services or the terms of your employment or other service agreement, if any). The Company shall have discretion to determine when the Termination Date occurs for purposes of the RSUs (including when you are no longer considered to be providing Service while on a leave of absence).

Leaves of Absence and Part-Time Work	For purposes of the RSUs, your Service does not terminate when you go on a military leave, a medical leave or another *bona fide* leave of absence, if the leave was approved by the Company or, if different by a Parent, Subsidiary or Affiliate to which you are rendering service (the "Service Recipient") in writing and if continued crediting of Service is required by applicable law, the Company's leave of absence policy or the terms of your leave. However, your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, or if you commence working on a part-time basis, the Company may adjust the vesting schedule in accordance with the Company's leave of absence policy, or the terms of your leave or so that the rate of vesting is commensurate with your reduced work schedule, as applicable, to the extent permitted by applicable law.
Settlement of RSUs	Each RSU will be settled as soon as practicable on or following the date when it vests, but in any event within 60 days following the vesting date (unless you and the Company have agreed in writing to a later settlement date pursuant to procedures the Company may prescribe at its discretion). In no event will you be permitted, directly or indirectly, to specify the taxable year of settlement of any RSUs subject to this award. At the time of settlement, you will receive one share of the Company's Class A Common Stock for each vested RSU. No fractional shares will be issued upon settlement.
Section 409A	Unless you and the Company have agreed to a deferred settlement date (pursuant to procedures that the Company may prescribe at its discretion), settlement of these RSUs is intended to be exempt from the application of Code Section 409A pursuant to Treasury Regulation 1.409A-1(b)(4) and shall be administered and interpreted in a manner that complies with such exception. Notwithstanding the foregoing, if it is determined that settlement of these RSUs is not exempt from Code Section 409A and the Company determines that you are a "specified employee," as defined in the regulations under Code Section 409A at the time of your "separation from service," as defined in Treasury Regulation Section 1.409A-1(h), then this paragraph will apply. If this paragraph applies, and the event triggering settlement is your "separation from service," then any RSUs that otherwise would have been settled during the first six months following your "separation from service" will instead be settled on the first business day following the earlier of: (i) the six-month anniversary of your separation from service, or (ii) your death. Each installment of RSUs that vests is hereby designated as a separate payment for purposes of Code Section 409A.
No Voting Rights or Dividends	Your RSUs carry neither voting rights nor rights to cash dividends. You have no rights as a stockholder of the Company unless and until your RSUs are settled by issuing shares of the Company's Class A Common Stock.

RSUs Nontransferable

You may not sell, transfer, assign, pledge, or otherwise dispose of any RSUs. For instance, you may not use your RSUs as security for a loan. In addition, regardless of any marital property settlement agreement, the Company is not obligated to recognize your former spouse's interest in your RSUs in any way.

Beneficiary Designation

You may dispose of your RSUs in a written beneficiary designation if authorized by the Company and to the extent such beneficiary designation is valid under applicable law. Any beneficiary designation must be filed with the Company on the proper form. It will be recognized only if it has been received at the Company's headquarters before your death. If you file no beneficiary designation, if the Company has not authorized the beneficiary designation, if the beneficiary designation is not valid, or if none of your designated beneficiaries survives you, then your estate or your legal heirs will receive any vested RSUs that you hold at the time of your death.

Responsibility for Taxes

Regardless of any action the Company or, the Service Recipient takes with respect to any or all Tax-Related Items, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company and/or the Service Recipient. You further acknowledge that the Company and the Service Recipient: (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the issuance of shares upon settlement of the RSUs, the subsequent sale of shares acquired pursuant to such settlement, and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Service Recipient, in their sole discretion, to satisfy any withholding obligations with regard to Tax-Related Items by one or a combination of the following:

- Withholding the amount of any Tax-Related Items from your salary, wages or other cash compensation payable to you by the Company and/or the Service Recipient.
- Withholding the amount of any Tax-Related Items from proceeds of the sale of shares of the Company's Class A Common Stock acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent). You acknowledge that the Company or its designee is under no obligation to arrange for such sale at any particular price. Regardless of whether the Company arranges for such sale, you will be responsible for all fees and other costs of sale, and you agree to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sales.

- Withholding shares of the Company's Class A Common Stock otherwise to be issued to you when the RSUs are settled equal in value to the Tax-Related Items.
- Any other means approved by the Company.

The Company may withhold or account for Tax-Related Items by considering the statutory withholding amount or other withholding rates, including maximum applicable rates in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in shares), or if not refunded, you may seek a refund from the applicable tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Service Recipient. If the withholding obligation for Tax-Related Items is satisfied by withholding in shares of the Company's Class A Common Stock, for tax purposes, you will be deemed to have been issued the full number of shares subject to the RSUs, notwithstanding that a number of shares is held back solely for the purpose of paying the Tax-Related Items.

You agree to pay to the Company in cash any amount of Tax-Related Items that the Company is not able to satisfy by the means described above. To the extent you fail to comply with your obligations in connection with the Tax-Related Items, the Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of the Company's Class A Common Stock subject to the RSUs.

Restrictions on Issuance / Compliance with Law

Notwithstanding any other provision in the Plan or this Agreement, unless there is an available exemption from registration, qualification or other legal requirement applicable to the shares of the Company's Class A Common Stock, the Company shall not be required to issue any shares to you prior to the completion of any registration or qualification of the shares under any U.S. or non-U.S. local, state or federal securities or other law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the shares of the Company's Class A Common Stock subject to the RSUs with the SEC or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that the Company shall have unilateral authority to amend this Agreement without your consent to the extent necessary to comply with the securities or other laws applicable to the issuance of shares.

Restrictions on Resale

You agree not to sell any shares at a time when applicable laws, Company policies, or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Nature of Grant	By accepting the RSUs, you acknowledge, understand and agree that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and the Company may amend, modify, suspend or terminate the Plan at any time, to the extent permitted by the Plan; (b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs or benefits in lieu of RSUs, even if RSUs have been granted in the past; (c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company; (d) if you are a U.S. Service Provider, neither this award nor this Agreement alters the at-will nature of your relationship; (e) the RSU grant does not interfere with the ability of the Company or the Service Recipient, as applicable, to terminate your status as a Service Provider; (f) the RSU grant does not establish an employment or other service relationship with the Company; (g) you are voluntarily participating in the Plan; (h) the RSUs and the shares of the Company's Class A Common Stock subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation; (i) the RSUs and the shares of the Company's Class A Common Stock subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for purposes of, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments; (j) the future value of the shares of the Company's Class A Common Stock subject to the RSUs is unknown, indeterminable, and cannot be predicted with certainty; (k) no claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of your Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where you are employed or otherwise rendering service, or the terms of your employment or other service agreement, if any); (l) unless otherwise agreed with the Company, the RSUs and the shares of the Company's Class A Common Stock acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, any service you may provide as a director of any Parent, Subsidiary or Affiliate; (m) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company's Class A Common Stock; and (n) the following provisions shall be applicable only to Service Providers outside the U.S.: (i) the RSUs and the shares of the Company's Class A Common Stock subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for any purpose; and (ii) neither the Company, the Service Recipient, nor any other Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to you upon vesting or the subsequent sale of shares of the Company's Class A Common Stock acquired under the Plan.
Adjustments	In the event of a stock split, a stock dividend, or a similar change in Company stock, the number of your RSUs will be adjusted pursuant to the Plan.

Appendix	Notwithstanding any provisions in this Agreement, the RSUs shall be subject to any additional terms and conditions for your country set forth in the Appendix attached hereto. Moreover, if you relocate to any of the countries included in the Appendix, the additional terms and conditions for such country, if any, will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.
No Advice Regarding Grant	The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or the acquisition or sale of shares of the Company's Class A Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.
Insider Trading / Market Abuse Laws	You understand that you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including but not limited to the United States, your country and the broker's country and the country or countries in which the shares of the Company's Class A Common Stock are listed, which may affect your ability, directly or indirectly, to purchase or sell, or attempt to sell or otherwise dispose of shares, rights to shares (RSUs), or rights linked to the value of shares during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction(s)). Local insider trading laws and regulations prohibit the cancellation or amendment of orders you placed before possessing the inside information. Furthermore, you understand that you may be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties by sharing with them Company inside information, or otherwise causing third parties to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to restrictions that may apply to you under the Company's Inside Trading Policy. It is your responsibility to comply with the Company's Insider Trading Policy and any applicable legal or regulatory trading restrictions. You should consult with your personal legal advisor on this matter.
Foreign Asset / Account Reporting Requirements	If you reside in a country outside the U.S., there may be certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares or cash received from participating in the Plan (including from any dividends paid on shares of the Company's Class A Common Stock) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or related transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country within a certain time after receipt. It is your responsibility to comply with such regulations and you should speak to your personal legal advisor on this matter.
Language	You acknowledge that you are sufficiently proficient in English or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document(s) related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Effect of Significant Corporate Transactions	If the Company is a party to a merger, consolidation, or certain change in control transactions, then your RSUs will be subject to the applicable provisions of Article 9 of the Plan, provided that any action taken must either: (a) preserve the exemption of your RSUs from Code Section 409A, or (b) comply with Code Section 409A.
Recoupment Policy	This award, and the shares acquired upon settlement of this award, shall be subject to any Company recoupment or clawback policy in effect from time to time.
Imposition of Other Requirements	The Company reserves the right to impose other requirements on your participation in the Plan and on any shares of the Company's Class A Common Stock acquired under the Plan, if the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
Governing Law; Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions). For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the courts of the State of California, or the federal courts for San Francisco County, California, and no other courts, where this grant is made and/or to be performed.
Severability	The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable.
Waiver	You acknowledge that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by your or any other participant.
The Plan and Other Agreements	The text of the Plan is incorporated in this Agreement by reference. The Plan, this Agreement and the Grant Notice constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded.

BY ACCEPTING THIS RSU AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED IN THIS AGREEMENT, THE GRANT NOTICE AND THE PLAN.

APPENDIX
TO THE

CONTEXTLOGIC INC.
2020 EQUITY INCENTIVE PLAN
GLOBAL RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Global Restricted Stock Unit Agreement (the "RSU Agreement").

Terms and Conditions

This Appendix includes additional terms and conditions that govern the RSUs if you reside and/or work in one of the countries listed herein. If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after receiving the grant of the RSUs, or you are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions herein will apply to you.

Notifications

This Appendix also includes information regarding taxes and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, income tax and other laws in effect in the respective countries as of November 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you vest in the RSUs or sell shares of the Company's Class A Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your personal situation.

If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the grant of the RSUs, or you are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you in the same manner.

ALL COUNTRIES OUTSIDE THE U.S.

Data Privacy Consent

(a) ***Data Collection and Usage***. ***The Company and the Service Recipient collect, process and use certain personal information about you, including, but not limited to, your name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSUs granted under the Plan or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is your consent.***

(b) ***Stock Plan Administration Service Providers***. ***The Company transfers Data to E*TRADE Financial Services, Inc. and certain of its affiliated companies ("E*TRADE"), an independent service provider based in the U.S., which is assisting the Company with the implementation, administration and management of the Plan. Where required, the legal basis for the transfer of Data to E*TRADE is your consent. The Company may select a different service provider or additional service providers and share Data with such other provider serving in a similar manner. You may be asked to agree on separate terms and data processing practices with E*TRADE, with such agreement being a condition to the ability to participate in the Plan.***

(c) ***International Data Transfers***. ***The Company and its service providers, including E*TRADE, are based in the U.S. Your country or jurisdiction may have different data privacy laws and protections than the U.S. Where required, the legal basis for the transfer of Data to these recipients is your consent.***

(d) ***Data Retention***. ***The Company will hold and use Data only as long as is necessary to implement, administer and manage your participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws.***

(e) ***Voluntariness and Consequences of Consent Denial or Withdrawal***. ***Participation in the Plan is voluntary and you are providing the consents herein on a voluntary basis. You understand that you may request to stop the transfer and processing of your Data for purposes of your participation in the Plan and that your compensation from or employment relationship with the Service Recipient will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow you to participate in the Plan. You understand that your Data will still be processed in relation to your employment and for record-keeping purposes.***

(h) ***Data Subject Rights***. ***You may have a number of rights under data privacy laws in your jurisdiction. Depending on where you are based, such rights may include the right to (i) request access to or copies of Data the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in your jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, you can contact your local human resources representative.***

(i) ***Additional Consents***. ***By participating in the Plan and indicating consent via the Company's acceptance procedure, you are declaring that you agree with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above. Upon request of the Company or the Service Recipient, you agree to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Service***

Recipient) that the Company and/or the Service Recipient may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Service Recipient.

CANADA

Terms and Conditions

Form of Settlement. Notwithstanding any discretion in the Plan or anything to the contrary in the RSU Agreement, any RSUs that vest will be settled only in shares. This provision is without prejudice to the application of the "Responsibility of Taxes" section of the RSU Agreement.

Termination Date. The following provision replaces the second paragraph of the "Termination of Service" section of the RSU Agreement:

For purposes of the RSUs, your Service will be considered terminated (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or otherwise rendering services or the terms of your employment or other service agreement, if any) as of the date (the "Termination Date") that is the earliest of: (a) the date you receive notice of termination of your Service, (b) the date your Service is terminated, or (c) the date you are no longer actively providing services to the Company, the Service Recipient or any other Parent, Subsidiary or Affiliate, regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). The Company shall have discretion to determine when the Termination Date occurs for purposes of this award (including whether you may still be considered to be providing Service while on a leave of absence).

Notwithstanding the foregoing, if applicable employment legislation explicitly requires continued vesting during a statutory notice period, you acknowledge that your right to vest in the RSUs, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to pro-rata vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

The following terms and conditions apply to Service Providers resident in Quebec:

Language. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

La Langue. *Les parties reconnaissent avoir expressément souhaité que la convention «**Agreement**», ainsi que tous les documents, avis et procédures judiciaries, éxecutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

Data Privacy. The following provision supplements the Data Privacy Consent above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved with the administration of the Plan. You further authorize the Company, the Service Recipient and any Parent, Subsidiary or Affiliate and the Administrator to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in your employee file.

Notifications

Securities Law Information. You understand that you are not permitted to sell or otherwise dispose of the shares of the Company's Class A Common Stock acquired under the Plan in Canada. You will only be permitted to sell or dispose of any shares of the Company's Class A Common Stock if such sale or disposal takes place outside of Canada through the facilities of the exchange on which the shares of the Company's Class A Common Stock are then listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign specified property exceeds C$100,000 at any time in the year. RSUs must be reported (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property held. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

The following provisions apply only to Participants who are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("SAFE*"), as determined by the Company in its sole discretion:*

Award Conditioned on Satisfaction of Regulatory Obligations. In addition to the vesting schedule in the Grant Notice, settlement of the RSUs is also conditioned on the Company's completion of a registration of the Plan with SAFE and on the continued effectiveness of such registration (the "SAFE Registration Requirement"). If or to the extent the Company is unable to complete the registration or maintain the registration, no shares subject to the RSUs for which a registration cannot be completed or maintained shall be issued. In this case, the Company retains the discretion to settle any RSUs for which the vesting schedule in the Grant Notice, but not the SAFE Registration Requirement, has been met in cash paid through local payroll in an amount equal to the market value of the shares subject to the RSUs less any withholding for Tax-Related Items.

Shares Must Remain With Company's Designated Broker. You agree to hold any shares received upon settlement of the RSUs with the Company's designated broker until the shares are sold. The limitation shall apply to all shares issued to you under the Plan, whether or not you continue to provide Service.

Forced Sale of Shares. The Company has the discretion to arrange for the sale of the shares issued upon settlement of the RSUs, either immediately upon settlement or at any time thereafter. In any event, if you terminate Service, you will be required to sell all shares acquired upon settlement of the RSUs within such time period as required by the Company in accordance with SAFE requirements. Any shares remaining in the brokerage account at the end of this period shall be sold by the broker (on your behalf pursuant to this authorization and without further consent). You agree to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. You acknowledge that neither the Company nor the designated broker is under any obligation to arrange for the sale of shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the shares are sold, the sale proceeds, less any withholding for Tax-Related Items, any broker's fees or commissions, and any similar expenses of the sale will be remitted to you in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares acquired under the Plan and any cash dividends paid on such shares. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or a Parent, Subsidiary or Affiliate in China), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or a Parent, Subsidiary or Affiliate in China) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in

China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (and its Parent, Subsidiaries and Affiliates) are under no obligation to secure any particular exchange conversion rate and that the Company (and its Parent, Subsidiaries and Affiliates) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company (and its Parent, Subsidiaries and Affiliates) shall not be liable for any costs, fees, lost interest or dividends or other losses that you may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Agreement, the Grant Notice and the RSUs in accordance with any applicable laws, rules, regulations and requirements.

Notifications

Exchange Control Information. Chinese residents may be required to report to SAFE all details of their foreign financial assets and liabilities (including shares acquired under the Plan), as well as details of any economic transactions conducted with non-Chinese residents.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported electronically to the German Federal Bank (*Bundesbank*) on a monthly basis. In case of payments in connection with securities (including proceeds realized upon the sale of shares of the Company's Class A Common Stock), the report must be made by the 5th day of the month following the month in which the payment was received. The form of report ("*Allgemeine Meldeportal Statistik*") can be accessed via the *Bundesbank's* website (www.bundesbank.de) and is available in both German and English. You are responsible for obtaining the appropriate form from the bank and complying with the applicable reporting obligations.

Foreign Asset/Account Reporting Information. If the acquisition of shares of the Company's Class A Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year. A "qualified participation" is attained only in the unlikely event (i) the value of the shares acquired exceeds EUR 150,000 and you own 1% or more of the Company's total common stock or (ii) you hold shares exceeding 10% of the Company's total common stock.

INDIA

Notifications

Exchange Control Information. Indian residents are required to repatriate any cash dividends paid on shares of the Company's Class A Common Stock acquired under the Plan within 180 days and any proceeds from the sale of such shares of the Company's Class A Common Stock to India within 90 days of receipt, or within such other period of time as may be required under applicable regulations and to convert the proceeds into local currency. Such residents will receive a foreign inward remittance certificate ("FIRC") from the bank where the foreign currency is deposited and should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. You acknowledge that it is your responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of the Company's Class A Common Stock acquired under the Plan) in their annual tax return. You should consult with your personal tax advisor to determine your reporting requirements.

INDONESIA

Terms and Conditions

Language Consent. By accepting the RSUs, you (i) confirm having read and understood the documents relating to the grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan Bahasa. *Dengan menerima pemberian Unit Saham Terbatas, anda (i) memberikan konfirmasi bahwa anda telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Program dan Perjanjian) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).*

Notifications

Exchange Control Information. For foreign currency transactions exceeding US$25,000, the document(s) underlying that transaction will have to be submitted to the relevant local bank. If Indonesian residents repatriate funds (e.g., proceeds from the sale of shares acquired under the Plan) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia. For transactions of US$10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and Indonesian residents may be required to provide information about the transaction to the bank in order to complete the transaction.

In addition, if there is a change of position (i.e., sale of shares) in any foreign assets you hold (including shares acquired under the Plan), Indonesian residents must report this change to the Bank of Indonesia no later than the 15th day of the month following the change in position.

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares acquired under the Plan) in their annual individual income tax return.

IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors and secretaries of an Irish Parent, Subsidiary or Affiliate whose interest in the Company represents more than 1% of the Company's voting share capital must notify the Irish Parent, Subsidiary or Affiliate in writing when acquiring or disposing of their interest in the Company (*e.g.*, RSUs, shares, etc.), when becoming aware of the event giving rise to the notification requirement, or when becoming a director or secretary if such an interest exist at the time. This notification requirement also applies to any rights or shares acquired by the director's spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

NETHERLANDS

There are no country-specific provisions.

SINGAPORE

Terms and Conditions

Sale of Shares. For any RSUs that vest within six (6) months of the Date of Grant, you agree that you will not sell or offer to sell the shares acquired prior to the six (6)-month anniversary of the Date of Grant, unless such sale or offer to sell in Singapore is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

Notifications

Securities Law Information. The grant of RSUs is being made in reliance on section 273(1)(f) of the SFA and not with a view to the RSUs being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Obligation. If you are a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, you are subject to notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Parent, Subsidiary or Affiliate in writing when you receive an interest (*e.g.*, RSUs, shares) in the Company. In addition, you must notify the Singapore Parent, Subsidiary or Affiliate when you sell shares (including when you sell shares acquired under the Plan). These notifications must be made within two (2) business days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company or any related company within two business days of becoming a director, associate director or shadow director.

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements the "Nature of Grant" section of the RSU Agreement:

By accepting this grant of RSUs, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant RSUs under the Plan to Service Providers throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not bind the Company or any Parent, Subsidiary or Affiliate, other than to the extent set forth in this Agreement. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and any shares acquired at settlement of the RSUs are not part of any employment or service agreement, and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant of RSUs would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any award of or right to the RSUs shall be null and void.

Further, you understand that you will not be entitled to continue vesting in any RSUs upon your termination of Service. This will be the case, for example, even in the event of your termination by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjusted or recognized to be without cause, individual or collective dismissal or objective grounds, whether adjudged or recognized to be without cause, material modification of the terms of employment or service under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the "Nature of Grant" section of the RSU Agreement.

Notifications

Securities Law Information. No "offer to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the RSUs. The Plan, this Agreement, and any other documents evidencing this grant of RSUs have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. Spanish residents must declare the acquisition of shares to the *Spanish Dirección General de Comercio e Inversiones* (the "DGCI"), the Bureau for Commerce and Investments, which is a department of the Ministry of Economics and Competitiveness. Spanish residents must also declare ownership of any shares by filing a Form D-6 with the Directorate of Foreign Transactions each January while the shares are owned. In addition, the sale of shares must also be declared on Form D-6 filed with the DGCI in January, unless the sale proceeds exceed the applicable threshold (currently €1,502,530), in which case, the filing is due within one month after the sale.

In addition, Spanish residents are required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, shares) and any transactions with non-Spanish residents (including any payments of cash or shares made by the Company or any U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1 million.

Foreign Asset/Account Reporting Information. To the extent Spanish residents hold shares and/or have bank accounts outside Spain with a value in excess of €50,000 (for each type of asset) as of December 31, they will be required to report information on such assets on their tax return (tax form 720) for such year. After such shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously reported shares or accounts increases by more than €20,000.

SWITZERLAND

Notifications

Securities Law Information. Neither the Agreement nor any other materials relating to the RSUs (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority FINMA.

TAIWAN

Terms and Conditions

Data Privacy. The following provision supplements the Data Privacy Consent above:

You hereby acknowledge that you have read and understood the terms regarding collection, processing and transfer of Data contained in this Appendix and by participating in the Plan, you agree to such terms. In this regard, upon request of the Company or the Service Recipient, you agree to provide an executed data privacy consent form to the Company or Service Recipient (or any other agreements or consents that may be required by the Company or Service Recipient) that the Company and/or the Service Recipient may deem necessary to obtain under the data privacy laws in your country, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

Notifications

Securities Law Information. The offer of participation in the Plan is available only for Service Providers. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares and the receipt of any dividends paid on such shares) into Taiwan up to US$5,000,000 per year without justification. If the transaction amount is TWD$500,000 or more in a single transaction, a Foreign Exchange Transaction Form must be submitted, along with supporting documentation, to the satisfaction of the remitting bank. You should consult a personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Terms and Conditions

Form of Settlement. Notwithstanding any discretion in the Plan or anything to the contrary in the RSU Agreement, any RSUs that vest will be settled only in shares. This provision is without prejudice to the application of the "Responsibility of Taxes" section of the RSU Agreement.

Responsibility for Taxes. The following section supplements the "Responsibility for Taxes" section of the RSU Agreement:

Without limitation to the "Responsibility for Taxes" section of the RSU Agreement, you agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company, the Service Recipient or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company or the Service Recipient for the amount of any Tax-Related Items not collected from or paid by you if the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid by you within 90 days of the end of the U.K. tax year in which an event giving rise to the taxable event occurs, may constitute an additional benefit to you on which additional income tax and National Insurance contributions ("NICs") may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Service Recipient (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be recovered from you by any of the means referred to in the "Responsibility for Taxes" section of the RSU Agreement.

Joint Election. As a condition of participation in the Plan, you agree to accept any liability for secondary Class 1 NICs which may be payable by the Company and/or the Service Recipient in connection with the RSUs and any event giving rise to Tax-Related Items related to your participation in the Plan (the "Employer NICs"). Without prejudice to the foregoing, you agree to execute a joint election with the Company or the Service Recipient, the form of such joint election having been approved formally by HMRC (the "Joint Election"), and any other required consent or election to accomplish the transfer of Employer NICs to you. You further agree to execute such other joint elections as may be required between you and any successor to the Company or the Service Recipient. You further agree that the Company or the Service Recipient may collect the Employer NICs from you by any of the means set forth in the "Responsibility for Taxes" section of the RSU Agreement.

If you do not enter into a Joint Election, or if approval of the Joint Election has been withdrawn by HMRC, the Company, in its sole discretion and without any liability to the Company or the Service Recipient, may choose not to issue or deliver any shares of the Company's Class A Common Stock to you under the Plan.

Important Note on the Election to Transfer Employer NICs

If you are liable for National Insurance contributions ("NICs") in the UK in connection with your participation in the ContextLogic Inc. 2020 Equity Incentive Plan (the "Plan"), you are required to enter into an Election to transfer to you any liability for employer's NICs that may arise in connection with your participation in the Plan.

By entering into the Election:

- ☐ you agree that any employer's NICs liability that may arise in connection with your participation in the Plan will be transferred to you;
- ☐ you authorise your employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from your salary or other payments due or the sale of sufficient shares acquired pursuant to your awards; and
- ☐ you acknowledge that even if you have electronically accepted this Election, the Company or your employer may still require you to sign a paper copy of this Election (or a substantially similar form) if the Company determines such is necessary to give effect to the Election.

Please read the Election carefully.

Please print and keep a copy of the Election for your records.

CONTEXTLOGIC INC.

2020 EQUITY INCENTIVE PLAN

ELECTION TO TRANSFER THE EMPLOYER'S SECONDARY CLASS 1 NATIONAL INSURANCE LIABILITY TO THE EMPLOYEE

This Election is between:

A. The individual who has obtained authorised access to this Election (the "**Employee**"), who is employed by one of the employing companies listed in the attached schedule (the "**Employer**") and who is eligible to receive restricted stock units ("**RSUs**") pursuant to the ContextLogic Inc. 2020 Equity Incentive Plan (the "**Plan**"), and

B. ContextLogic Inc., with its registered office at 1 Sansome Street, 40th Floor, San Francisco, California, United States 94104 (the "**Company**"), which may grant RSUs under the Plan and is entering into this Election on behalf of the Employer.

1. **INTRODUCTION**

1.1 This Election relates to all RSUs granted to the Employee under the Plan up to the termination date of the Plan.

1.2 In this Election the following words and phrases have the following meanings:

(a) "**Chargeable Event**" means any event giving rise to Relevant Employment Income.

(b) "**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003.

(c) "**Relevant Employment Income**" from RSUs on which Employer's National Insurance Contributions becomes due is defined as:

(i) an amount that counts as employment income of the earner under section 426 ITEPA (restricted securities: charge on certain post-acquisition events);

(ii) an amount that counts as employment income of the earner under section 438 of ITEPA (convertible securities: charge on certain post-acquisition events); or

(iii) any gain that is treated as remuneration derived from the earner's employment by virtue of section 4(4)(a) SSCBA, including without limitation:

(A) the acquisition of securities pursuant to the RSUs (within the meaning of section 477(3)(a) of ITEPA);

(B) the assignment (if applicable) or release of the RSUs in return for consideration (within the meaning of section 477(3)(b) of ITEPA); and

(C) the receipt of a benefit in connection with the RSUs, other than a benefit within (i) or (ii) above (within the meaning of section 477(3)(c) of ITEPA).

(d) "**SSCBA**" means the Social Security Contributions and Benefits Act 1992.

1.3 This Election relates to the Employer's secondary Class 1 National Insurance Contributions (the "**Employer's Liability**") which may arise in respect of Relevant Employment Income in respect of the RSUs pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.

1.4 This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.

1.5 This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

1.6 Any reference to the Company and/or the Employer shall include that entity's successors in title and assigns as permitted in accordance with the terms of the Plan and the RSU Agreement. This Election will have effect in respect of the RSUs and any awards which replace or replaced the RSUs following their grant in circumstances where section 483 of ITEPA applies.

2. **THE ELECTION**

The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer's Liability that arises on any Relevant Employment Income is hereby transferred to the Employee. The Employee understands that, by signing this Election (including by electronic signature process) or by accepting the RSUs (including by electronic signature process if made available by the Company), he or she will become personally liable for the Employer's Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 of the SSCBA.

3. **PAYMENT OF THE EMPLOYER'S LIABILITY**

3.1 The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability in respect of any Relevant Employment Income from the Employee at any time after the Chargeable Event:

(i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Chargeable Event; and/or

(ii) directly from the Employee by payment in cash or cleared funds; and/or

(iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the RSUs, the proceeds from which must be delivered to the Employer in sufficient time for payment to be made to Her Majesty's Revenue & Customs ("**HMRC**") by the due date; and/or

(iv) where the proceeds of the gain are to be paid through a third party, the Employee will authorize that party to withhold an amount from the payment or to sell some of the securities which the Employee is entitled to receive in respect of the RSUs, such amount to be paid in sufficient time to enable the Company and/or the Employer to make payment to HMRC by the due date; and/or

(v) by any other means specified in the applicable RSU Agreement entered into between the Employee and the Company.

3.2 The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities to the Employee in respect of the RSUs until full payment of the Employer's Liability is received.

3.3 The Company agrees to procure the remittance by the Employer of the Employer's Liability to HMRC on behalf of the Employee within 14 days after the end of the UK tax month

during which the Chargeable Event occurs (or within 17 days after the end of the UK tax month during which the Chargeable Event occurs if payments are made electronically).

4. **DURATION OF ELECTION**

4.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer's Liability becomes due.

4.2 This Election will continue in effect until the earliest of the following:

(i) the date on which the Employee and the Company agree in writing that it should cease to have effect;

(ii) the date on which the Company serves written notice on the Employee terminating its effect;

(iii) the date on which HMRC withdraws approval of this Election; or

(iv) the date on which, after due payment of the Employer's Liability in respect of the entirety of the RSUs to which this Election relates or could relate, the Election ceases to have effect in accordance with its own terms.

4.3 This Election will continue in force regardless of whether the Employee ceases to be an employee of the Employer.

[Electronic Acceptance/Signature page follows]

Acceptance by the Employee

The Employee acknowledges that, by signing this Election (including by electronic signature process) or by accepting the RSUs (including by electronic signature process if made available by the Company), the Employee agrees to be bound by the terms of this Election.

_____ //_____

Signature (Employee) Date

Acceptance by the Company

The Company acknowledges that, by signing this Election (including by electronic signature process) or arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signature for and on behalf of the Company _____

Position _____

Date _____

SCHEDULE OF EMPLOYER COMPANIES

The following are employer companies to which this Election may apply:

Name:	ContextLogic BD B.V.
Registered Office:	Schiphol Boulevard 347, 1118 BJ Schiphol, Netherlands
Company Registration Number:	None
Corporation Tax Reference:	None
PAYE Reference:	120/NB79881

Exhibit 10.4

CONTEXTLOGIC INC.

2020 EMPLOYEE STOCK PURCHASE PLAN

(AS ADOPTED ON NOVEMBER 19, 2020)

CONTEXTLOGIC INC.

2020 EMPLOYEE STOCK PURCHASE PLAN

SECTION 1. PURPOSE OF THE PLAN.

The Board adopted the ESPP effective as of the IPO Date. The purpose of the ESPP is to provide Eligible Employees with an opportunity to increase their interest in the success of the Company by purchasing Stock from the Company on favorable terms and to pay for such purchases through payroll deductions or other approved contributions.

SECTION 2. ADMINISTRATION OF THE PLAN.

(a) **General**. The ESPP may be administered by the Board or one or more Committees to which the Board (or an authorized Board committee) has delegated authority. If administration is delegated to a Committee, the Committee shall have the powers theretofore possessed by the Board, including, to the extent permitted by applicable law, the power to delegate to a sub-committee any of the administrative powers the Committee is authorized to exercise (and references in this ESPP to either the Board or the Administrator shall hereafter also encompass the Committee or subcommittee, as applicable). The Board may abolish the Committee's delegation at any time and the Board shall at all times also retain the authority it has delegated to the Committee. Each Committee shall comply with rules and regulations applicable to it, including under the rules of any exchange on which the Stock is traded, and shall have the authority and be responsible for such functions as have been assigned to it.

(b) **Powers of the Administrator**. Subject to the terms of the ESPP, and in the case of a Committee, subject to the specific duties delegated to the Committee, the Administrator shall have the power to establish the terms and conditions of Offering Periods (which need not be identical) under the ESPP, to interpret the ESPP and make all other policy decisions relating to the operation of the ESPP. The Administrator may adopt such rules, guidelines and forms as it deems appropriate to implement the ESPP.

(c) **Effects of Administrator's Decisions**. The Administrator's decisions, determinations, and interpretations shall be final and binding on all interested parties.

(d) **Governing Law**. The ESPP shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice of law provisions).

SECTION 3. STOCK OFFERED UNDER THE PLAN.

(a) **Authorized Shares**. The number of shares of Stock available for purchase under the ESPP shall be 7,500,000 shares of the Company's Stock (subject to adjustment pursuant to Subsection (c) below), plus the additional shares described in Subsection (b) below. Shares of Stock issued pursuant to the ESPP may be authorized but unissued shares or treasury shares.

(b) **Annual Increase in Shares**. On the first day of each fiscal year of the Company during the term of the ESPP, commencing on January 1, 2022 and ending on (and including) January 1, 2040, the aggregate number of shares of Stock that may be issued under the ESPP shall automatically increase by a number equal to the lesser of: (i) one percent (1%) of the total number of shares of Stock actually issued and outstanding on the last day of the preceding fiscal year, (ii) 7,500,000 shares of Stock (subject to adjustment pursuant to Subsection (c) below), or (iii) a number of shares of Stock determined by the Board.

(c) **Anti-Dilution Adjustments**. In the event that any dividend or other distribution (whether in the form of cash, stock, or other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, reclassification, repurchase, or exchange of Stock or other securities of the Company, or other similar change in the corporate structure of the Company affecting the Stock and effected without receipt or payment of consideration by the Company occurs, then in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the ESPP, there will be a proportionate adjustment of the number and class of Stock that may be delivered under the ESPP, the Purchase Price per share and the number of shares and class of Stock covered by each option under the ESPP which has not yet been exercised, and the numerical limits of Sections 3(a), 3(b)(ii) and 9(c).

(d) **Reorganizations**. In the event of a Corporate Reorganization, the outstanding rights to purchase Stock under any Offering Period then in progress may be continued, assumed, or substituted by the surviving entity or its parent. If such acquirer refuses to continue, assume, or substitute for any such rights, then a new Purchase Date for such Offering Period(s) will be set prior to the effective date of the Corporate Reorganization, the Participants' accumulated contributions will be applied to purchase Stock on such date, and any such Offering Periods shall terminate immediately after such purchase. In the event a new Purchase Date is set under this Section 3(d), Participants will be given notice of the new Purchase Date. The ESPP shall in no event be construed to restrict in any way the Company's right to undertake a dissolution, liquidation, merger, consolidation, or other reorganization.

SECTION 4. ENROLLMENT AND PARTICIPATION.

(a) **Offering Periods and Purchase Periods**.

(i) **Initial Offering Period and Base Offering Periods**. Unless changed by the Administrator, the Initial Offering Period (the ***"Initial Offering Period"***) shall begin on the IPO Date and end on November 20, 2022 and shall consist of four consecutive Purchase Periods beginning on the IPO Date, May 21, 2021, November 21, 2021, and May 21, 2022, and ending on May 20, 2021, November 20, 2021, May 20, 2022, and November 20, 2022, as applicable. Following commencement of the Initial Offering Period, unless changed by the Administrator, a new Offering Period of 24 months' duration shall begin on each May 21st and November 21st and end on the November 20th or May 20th, as applicable, in the second calendar year after the start of such Offering Period (each, a ***"Base Offering Period"***). Each Base Offering Period shall consist of four consecutive Purchase Periods, each of 6 months' duration, commencing on each May 21st and November 21st in the Base Offering Period and ending on the earlier of the next November 20th or May 20th, as applicable. Notwithstanding the foregoing, the Administrator may determine that the first Base Offering Period applicable to the Eligible Employees of a new Participating Company shall commence on any other date specified by the Administrator. Within the limits of the ESPP, the Administrator may change the frequency, duration, and other terms and conditions of the Base Offering Periods as it deems appropriate from time to time; provided that a Base Offering Period shall in no event be longer than 27 months (or such other period as may be imposed under applicable tax law). The Initial Offering Period and Base Offering Periods are intended to qualify under Code Section 423.

(ii) **Additional Offering Periods**. At the discretion of the Administrator, additional Offering Periods (the "***Additional Offering Periods***") may be conducted under the ESPP including, if necessary or advisable in the sole discretion of the Administrator, under a separate sub-plan or sub-plans, permitting grants to Eligible Employees of certain Participating Companies (each, a "***Sub-Plan***"). Such Additional Offering Periods may be designed to achieve desired tax objectives in particular locations outside the United States or to comply with local laws applicable to offerings in such foreign jurisdictions and may, but need not, qualify under Code Section 423. The Additional Offering Periods may run concurrent to the Initial Offering Period and/or Base Offering Periods. Alternatively, the Administrator may determine a different commencement and duration of an Additional Offering Period, and Additional Offering Periods may be consecutive or overlapping. The other terms and conditions of each Additional Offering Period shall be those set forth in this ESPP document or in terms and conditions approved by the Administrator with respect to such Additional Offering Period (whether or not set forth in a written Sub-Plan), with such changes or additional features as the Administrator determines necessary to comply with local law. Each Additional Offering Period (whether or not set forth in a written Sub-Plan) shall be considered a separate plan from the ESPP (the "***Statutory Plan***"). The total number of Shares authorized to be issued under the ESPP as provided in Section 3 above applies in the aggregate to both the Statutory Plan and any Additional Offering Period. Unless otherwise superseded by the terms and conditions approved by the Administrator with respect to an Additional Offering Period, the provisions of this ESPP document shall govern the operation of any offering conducted hereunder.

(iii) **Separate Offerings**. The Initial Offering Period, each Base Offering Period and each Additional Offering Period conducted under the ESPP is intended to constitute a separate "offering" for purposes of Code Section 423.

(iv) **Equal Rights and Privileges**. To the extent an Offering Period is intended to qualify under Code Section 423, all participants in such Offering Period shall have the same rights and privileges with respect to their participation in such Offering Period in accordance with Code Section 423 and the regulations thereunder except for differences that may be mandated by local law and are consistent with the requirements of Code Section 423(b)(5).

(b) **Enrollment at IPO**. Each individual who qualifies as an Eligible Employee on the IPO Date shall automatically become a Participant on such day, and shall be considered to have been granted an option to participate in the Initial Offering Period under the ESPP at the maximum applicable participation rate. To maintain participation in the Initial Offering Period, each Participant who was automatically enrolled on the IPO Date must file the prescribed enrollment form (which may be in electronic format or such other method as determined by the Company) with the Company or an agent designated by the Company. The enrollment form shall be filed as prescribed by the Company no later than 20 calendar days after the commencement of the Initial Offering Period, or such other period of time determined by the Administrator (the "***Initial Enrollment Window***"). If a Participant who was automatically enrolled on the IPO Date fails to file such form during the Initial Enrollment Window, then such Participant shall be deemed to have withdrawn from the ESPP under Section 6(a).

(c) **Enrollment After IPO**. In the case of any individual who qualifies as an Eligible Employee on the first day of any Offering Period other than the Initial Offering Period, he or she may elect to become a Participant on such day by filing the prescribed enrollment form with the Company (which may be in electronic format or such other method as determined by the Company) or an agent designated by the Company. The enrollment form shall be filed in the prescribed manner during the applicable Enrollment Period for such Offering Period. The Administrator may establish other procedures for enrollment by Eligible Employees.

(d) **Duration of Participation**. Once enrolled in the ESPP, a Participant shall continue to participate in the ESPP until he or she:

(i) Reaches the end of the Offering Period or Purchase Period, as applicable, in which his or her contributions were discontinued under Section 5(c) or 9(b);

(ii) Is deemed to withdraw from the ESPP under Subsection (b) above;

(iii) Withdraws from the ESPP under Section 6(a); or

(iv) Ceases to be an Eligible Employee.

A Participant whose contributions were discontinued automatically under Section 9(b) shall automatically resume participation as described therein. In all other cases, a former Participant may again become a Participant, if he or she then is an Eligible Employee, by following the procedure described in Subsection (c) above.

(e) **Applicable Offering Period**. For purposes of calculating the Purchase Price under Section 8(b), the applicable Offering Period shall be determined as follows:

(i) Once a Participant is enrolled in the ESPP for an Offering Period, such Offering Period shall continue to apply to him or her until the earliest of: (A) the end of such Offering Period, (B) the end of his or her participation under Subsection (d) above, or (C) re-enrollment for a subsequent Offering Period under Paragraph (ii) or (iii) below.

(ii) Any other provision of the ESPP notwithstanding, the Administrator (at its sole discretion) may determine prior to the commencement of any new Offering Period that all Participants shall be re-enrolled for such new Offering Period. In addition, the Administrator may structure an Offering Period so that in the event that the Fair Market Value of a Share on the first day of the Offering Period for which the Participant is enrolled is higher than on the first day of any subsequent Offering Period, the Participant shall automatically be re-enrolled for such subsequent Offering Period.

(iii) When a Participant reaches the end of an Offering Period but his or her participation is to continue, then such Participant shall automatically be re-enrolled for the Offering Period that commences immediately after the end of the prior Offering Period.

SECTION 5. EMPLOYEE CONTRIBUTIONS.

(a) **Commencement of Payroll Deductions**. A Participant may purchase shares of Stock under the ESPP by means of payroll deductions or (if so approved by the Administrator with respect to all Participants in a Base Offering Period) other approved contributions in form and substance satisfactory to the Administrator. Payroll deductions or other approved contributions shall commence as soon as reasonably practicable after the Company or an agent designated by the Company has received the prescribed enrollment form; provided, however, that unless determined otherwise by the Administrator, payroll deductions for the Initial Offering Period shall commence on the first payroll date that occurs after the Initial Enrollment Window. In jurisdictions where payroll deductions are not permitted under local law, Participants may purchase shares of Stock by making contributions in the form that is acceptable and approved by the Administrator. Any reference to "payroll deductions" in this Section 5(a) (or in any other Section of the ESPP) will similarly cover contributions by other means pursuant to this Section 5(a).

(b) **Amount of Payroll Deductions**. An Eligible Employee shall designate on the prescribed enrollment form the portion of his or her Compensation that he or she elects to have deducted for the purchase of Stock. Such portion shall be a whole percentage of the Eligible Employee's Compensation, but not less than 1% nor more than 15 %.

(c) **Reducing Payroll Deduction Rate or Discontinuing Payroll Deductions**. If a Participant wishes to reduce his or her rate of payroll deductions, such Participant may do so by filing a new enrollment form with the Company or an agent designated by the Company in the manner prescribed by the Administrator. The new payroll deduction rate shall be effective as soon as reasonably practicable after the Company or an agent designated by the Company has received such form. The new payroll deduction rate may be 0% or any whole percentage of the Participant's Compensation, but not more than his or her old payroll deduction rate. The Administrator may limit the number of times a Participant may elect to reduce his or her rate of payroll deduction during any Offering Period and/or Purchase Period. Unless a different rule is established for an Offering Period, no Participant shall make more than one election under this Subsection (c) during any Purchase Period. (In addition, payroll deduction may be discontinued automatically pursuant to Section 9(b).)

(d) **Increasing Payroll Deduction Rate**. The Administrator may limit the number of times a Participant may elect to increase his or her rate of payroll deduction during any Offering Period and/or Purchase Period. Unless the Administrator establishes a different rule for an Offering Period, a Participant may not increase his or her rate of payroll deductions more than once during a Purchase Period. If a Participant wishes to increase his or her rate of payroll deductions, such Participant may do so by filing a new enrollment form with the Company or an agent designated by the Company in the manner prescribed by the Administrator. The new payroll deduction rate shall be effective as soon as reasonably practicable after the Company or an agent designated by the Company has received such form. The new payroll deduction rate may be any whole percentage of the Participant's Compensation, but not less than 1% nor more than 15%.

SECTION 6. WITHDRAWAL FROM THE PLAN.

(a) **Withdrawal**. A Participant may elect to withdraw from the ESPP (and the Offering Period in which he or she is participating) by filing the prescribed form with the Company or an agent designated by the Company in the prescribed manner at least fifteen (15) calendar days prior to a Purchase Date (or such other period as is specified by the Administrator). As soon as reasonably practicable thereafter, payroll deductions or other approved contributions shall cease and the entire amount credited to the Participant's Plan Account with respect to such Offering Period shall be refunded to him or her in cash, without interest (except as otherwise required by the laws of the local jurisdiction). No partial withdrawals from an Offering Period shall be permitted.

(b) **Re-Enrollment After Withdrawal**. A former Participant who has withdrawn from the ESPP shall not be a Participant until he or she re-enrolls in the ESPP under Section 4(c) during an Enrollment Period. Re-enrollment may be effective only at the commencement of an Offering Period.

SECTION 7. CHANGE IN EMPLOYMENT STATUS.

(a) **Termination of Employment**. Termination of employment as an Eligible Employee for any reason, including death, shall be treated as an automatic withdrawal from the ESPP under Section 6(a).

(b) **Transfers of Employment**. If a Participant transfers employment from a Participating Company that is participating in the Initial Offering Period or a Base Offering Period to a Participating Company that is participating in an Additional Offering Period, he or she will immediately cease to participate in the Initial Offering Period or Base Offering Period, as applicable; however, such Participant's Plan Account will be transferred to the Additional Offering Period, and such Participant will immediately join such Additional Offering Period on the terms and conditions applicable to such Additional Offering Period, except for any modifications required by applicable law. If a Participant transfers employment from a Participating Company that is participating in an Additional Offering Period to a Participating Company that is participating in the Initial Offering Period or a Base Offering Period, he or she will continue to participate in the Additional Offering Period until the earlier of (i) the end of such Additional Offering Period, or (ii) the commencement of the first Base Offering Period in which he or she is eligible to participate. If a Participant transfers employment from a Participating Company to a Related Corporation that is not a Participating Company, he or she shall be deemed to have withdrawn from the ESPP pursuant to Section 6(a).

(c) **Leave of Absence**. For purposes of the ESPP, employment shall not be deemed to terminate when the Participant goes on a military leave, a medical leave, or another *bona fide* leave of absence, if the leave was approved by the Company or a Participating Company in writing. Employment, however, shall be deemed to terminate on the first day following three months after the Participant goes on a leave, unless a contract or statute guarantees his or her right to return to work. Employment shall be deemed to terminate in any event when the approved leave ends, unless the Participant immediately returns to work.

(d) **Death**. In the event of the Participant's death, the amount credited to his or her Plan Account shall be paid in cash, without interest (unless otherwise required by the laws of the local jurisdiction), to a beneficiary designated by him or her for this purpose on the prescribed form filed with the Company or an agent designated by the Company, provided the Administrator has permitted such beneficiary designation and it is valid under applicable law. If no beneficiary designation has been made, it has not been permitted by the Administrator or is not valid under applicable law, any such amount shall be paid, to the Participant's estate.

SECTION 8. PLAN ACCOUNTS AND PURCHASE OF SHARES.

(a) **Plan Accounts**. The Company shall maintain a Plan Account on its books in the name of each Participant. Whenever an amount is deducted from the Participant's Compensation under the ESPP, such amount shall be credited to the Participant's Plan Account. Unless otherwise required by the laws of the local jurisdiction, (i) amounts credited to Plan Accounts shall not be trust funds and may be commingled with the Company's general assets and applied to general corporate purposes, and (ii) no interest shall be credited to Plan Accounts.

(b) **Purchase Price**. The Purchase Price for each share of Stock purchased on a Purchase Date shall be the lower of:

(i) 85% of the Fair Market Value of such share on the first trading day of such Offering Period; or

(ii) 85% of the Fair Market Value of such share on the Purchase Date.

(c) **Number of Shares Purchased**. On each Purchase Date, each Participant shall be deemed to have elected to purchase the number of shares of Stock calculated in accordance with this Subsection (c), unless the Participant has previously elected to withdraw from the Offering Period in accordance with Section 6(a). The amount then in the Participant's Plan Account shall be divided by the Purchase Price, and the number of shares that results shall be purchased from the Company with the funds in the Participant's Plan Account. The foregoing number of shares of Stock that may be purchased by a Participant are subject to the limitations set forth in Subsection (d) below and in Section 9. The Administrator may determine with respect to all Participants in an Offering Period that any fractional share, as calculated under this Subsection (c), shall be (i) rounded down to the next lower whole share or (ii) credited as a fractional share.

(d) **Available Shares Insufficient**. In the event that the aggregate number of shares that all Participants elect to purchase with respect to a particular Purchase Period exceeds (i) the number of shares of Stock that were available under Section 3 above for sale under the ESPP on the first day of the applicable Offering Period, or (ii) the number of shares that were available under Section 3 above for sale under the ESPP on the applicable Purchase Date, then the number of shares to which each Participant is entitled shall be determined by multiplying the number of shares available for issuance by a fraction. The numerator of such fraction is the number of shares that such Participant has elected to purchase, and the denominator of such fraction is the number of shares that all Participants have elected to purchase. The Company may make a pro rata allocation of the shares available on the first day of an applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares for issuance under the ESPP by the Company's stockholders subsequent to such date. In the event of a pro-rata allocation under this Section (d), the Administrator may determine in its discretion to continue all Offering Periods then in effect or terminate all Offering Periods then in effect pursuant to Section 14.

(e) **Issuance of Stock**. The shares of Stock purchased by a Participant under the ESPP will be registered in the name of such Participant. The Company may permit or require that shares be deposited directly with a broker designated by the Company or to a designated agent of the Company, and the Company may utilize electronic or automated methods of share transfer. The Company may require that shares be retained with such broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares. (The two preceding sentences shall apply whether or not the Participant is required to pay income tax in the United States.)

(f) **Tax Withholding**. To the extent required by applicable U.S. or non-U.S. federal, state, or local law, a Participant shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the ESPP. The Company shall not be required to issue any shares of Stock under the ESPP until such obligations, if any, are satisfied.

(g) **Unused Cash Balances**. Subject to the final sentence of Section 8(c), any amount remaining in a Participant's Plan Account at the end of a Purchase Period as a result of either (i) the inability to purchase a fractional share or (ii) that represents the Purchase Price for whole shares that could not be purchased by reason of Subsections (c) or (d) above or Section 9(b), shall be refunded to the Participant in cash, without interest (except as otherwise required by the laws of the local jurisdiction).

(h) **Stockholder Approval**. Any other provision of the ESPP notwithstanding, no shares of Stock shall be purchased under the ESPP unless and until the Company's stockholders have approved the adoption of the ESPP.

SECTION 9. PLAN LIMITATIONS.

(a) **Five Percent Limit**. Any other provision of the ESPP notwithstanding, no Participant shall be granted a right to purchase Stock under the ESPP if, immediately after such right is granted, such Participant would own stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Related Corporation, applying the stock attribution rules of Code Section 424(d), and including any stock in which the Participant may purchase under outstanding options as stock owned by such Participant.

(b) **Dollar Limit**. As specified by Code Section 423(b)(8), no Participant shall be entitled to accrue rights to purchase Stock pursuant to any such rights outstanding under the ESPP if and to the extent such accrual, when aggregated with (i) rights to purchase Stock accrued under any other right to purchase Stock under the ESPP, and (ii) similar rights accrued under other employee stock purchase plans (within the meaning of Code Section 423) of the Company or any Related Corporation, would otherwise permit such Participant to purchase more than $25,000 worth of Stock of the Company or any Related Corporation (determined on the basis of the Fair Market Value per share on the date such rights are granted, and which, with respect to the ESPP, will be determined as of the beginning of the respective Offering Period) for each calendar year such rights are at any time outstanding.

If a Participant is precluded by this Subsection (b) from purchasing additional Stock under the ESPP, then his or her contributions shall automatically be discontinued and shall automatically resume at the beginning of the next Purchase Period with a scheduled Purchase Date in the next calendar year, provided that he or she is an Eligible Employee at the beginning of such Purchase Period.

(c) **Purchase Period Share Purchase Limit**. The Administrator may establish one or more limits on the number of shares of Stock that may be purchased during any Offering Period and/or Purchase Period, including individual limits and/or aggregate limits. Unless the Administrator provides otherwise with respect to an Offering Period, any other provision of the ESPP notwithstanding, no Participant shall purchase more than 2,500 shares of Stock with respect to any Purchase Period.

SECTION 10. RIGHTS NOT TRANSFERABLE.

The rights of any Participant under the ESPP, or any Participant's interest in any Stock or moneys to which he or she may be entitled under the ESPP, shall not be transferable by voluntary or involuntary assignment or by operation of law, or in any other manner other than by beneficiary designation or the laws of descent and distribution. If a Participant in any manner attempts to transfer, assign, or otherwise encumber his or her rights or interest under the ESPP, other than by beneficiary designation or the laws of descent and distribution, then such act shall be treated as an election by the Participant to withdraw from the ESPP under Section 6(a).

SECTION 11. NO RIGHTS AS AN EMPLOYEE.

Nothing in the ESPP or in any right granted under the ESPP shall confer upon the Participant any right to continue in the employ of a Participating Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Participating Companies or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her employment at any time and for any reason, with or without cause, and with or without notice, subject to applicable law.

SECTION 12. NO RIGHTS AS A STOCKHOLDER.

A Participant shall have no rights as a stockholder with respect to any shares of Stock that he or she may have a right to purchase under the ESPP until such shares have been purchased on the applicable Purchase Date.

SECTION 13. SECURITIES LAW REQUIREMENTS.

Shares of Stock shall not be issued, and the Company shall have no liability for failure to issue shares of Stock, under the ESPP unless the issuance and delivery of such shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the U.S. Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

SECTION 14. AMENDMENT OR DISCONTINUANCE.

(a) **General Rule**. The Administrator, in its sole discretion, may amend, suspend, or terminate the ESPP, or any part thereof, at any time and for any reason. If the ESPP is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Stock on the next Purchase Date, or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 3(c) or (d)). If the Offering Periods are terminated prior to expiration, all amounts then credited to Participants' accounts which have not been used to purchase shares of Stock will be returned to the Participants (without interest thereon, except as otherwise required by the laws of the local jurisdiction) as soon as administratively practicable.

(b) **Administrator's Discretion**. Without stockholder consent and without limiting Subsection (a) above, the Administrator will be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount deducted during an Offering Period, establish the exchange ratio applicable to amounts deducted in a currency other than U.S. dollars, permit payroll deductions in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed payroll deduction elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Stock for each Participant properly correspond with amounts deducted from the Participant's Compensation, amend any outstanding purchase rights or clarify any ambiguities regarding the terms of any Offering Period to enable the purchase rights to qualify under and/or comply with Section 423 of the Code, and establish such other limitations or procedures as it determines in its sole discretion advisable which are consistent with the ESPP. The actions of the Administrator pursuant to this paragraph will not be considered to alter or impair the purchase rights granted under an Offering Period as they are to be deemed part of the initial terms of such Offering Period and purchase rights.

(c) **Accounting Consideration**. In the event the Administrator determines that the ongoing operation of the ESPP may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the ESPP to reduce or eliminate such accounting consequence including, but not limited to:

(i) Amending the ESPP to conform with the safe harbor definition under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or successor provision), including with respect to an Offering Period underway at the time;

(ii) Altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;

(iii) Shortening any Offering Period (and any Purchase Periods encompassed by such Offering Period) by setting a new Purchase Date, including with respect to an Offering Period underway at the time of the Administrator's action;

(iv) Reducing the maximum percentage of Compensation a Participant may elect to set aside as payroll deductions; and

(v) Reducing the maximum number of shares of Stock a Participant may purchase during any Purchase Period.

Such modifications or amendments will not require stockholder approval or the consent of any Plan Participants. The actions of the Administrator pursuant to this paragraph will not be considered to alter or impair the purchase rights granted under an Offering Period as they are to be deemed part of the initial terms of such Offering Period and purchase rights.

(d) **Stockholder Approval**. Except as provided in Section 3, any increase in the aggregate number of shares of Stock that may be issued under the ESPP shall be subject to the approval of the Company's stockholders. In addition, any other amendment of the ESPP shall be subject to the approval of the Company's stockholders to the extent required under Section 14(e) or by any applicable law or regulation.

(e) **ESPP Termination**. The ESPP shall terminate automatically 20 years after its adoption by the Board, unless: (i) the ESPP is extended by the Board, and (ii) the extension is approved within 12 months by a vote of the stockholders of the Company.

SECTION 15. DEFINITIONS.

(a) "**Administrator**" means the Board or any Committee administering the ESPP in accordance with Section 2.

(b) "**Affiliate**" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

(c) "**Board**" means the Board of Directors of the Company, as constituted from time to time.

(d) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

(e) "**Committee**" means a committee of one or more members of the Board, or of other individuals satisfying applicable laws, appointed by the Board to administer the ESPP.

(f) "**Company**" means ContextLogic Inc., a Delaware corporation.

(g) "**Compensation**" means, unless otherwise determined by the Administrator with respect to an Offering Period, those components of a Participant's cash compensation (prior to reductions pursuant to Code Sections 125, 132(f) or 401(k)) that are regular and recurring, *including* cash base salary

or base hourly pay *but* excluding any overtime pay or shift differentials, commissions, annual cash incentive compensation, and annual cash bonuses, and *further excluding* extraordinary cash items (such as one-time bonuses), as well as all non-cash items, moving or relocation allowances, cost-of-living or tax equalization payments, car allowances, tuition reimbursements, imputed income attributable to cars or life insurance, severance pay, fringe benefits, contributions or benefits received under employee benefit plans, payments for or related to equity compensation, and any similar items. The Administrator shall determine whether a particular item is included in Compensation.

(h) "**Corporate Reorganization**" means:

(i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization; or

(ii) The sale, transfer or other disposition of all or substantially all of the Company's assets or the complete liquidation or dissolution of the Company.

(i) "**Eligible Employee**" means a common law employee of a Participating Company, provided, however, that the Administrator may exclude one or more of the following categories of employees (where exclusion of such employees is permitted by applicable law) from any Offering Period: (i) employees who have been employed less than two years (or any shorter period of time established for an Offering Period), (ii) employees who are customarily employed twenty (20) or less hours per week (or any lesser number of hours per week established for an Offering Period), (iii) employees who are customarily employed for five (5) months or less in a calendar year (or any lesser number of months in a calendar year established for an Offering Period), (iv) "highly compensated employees" (within the meaning of Code Section 414(q)), or (v) "highly compensated employees" (within the meaning of Code Section 414(q)) with compensation above a certain level and/or who are subject to the disclosure requirements of Section 16(a) of the Exchange Act. In addition, an individual shall not be considered an Eligible Employee if his or her participation in the ESPP is prohibited by the law of any country that has jurisdiction over him or her or if complying with the laws of the applicable non-U.S. jurisdiction would cause the ESPP or an Offering Period to violate the requirements of Code Section 423. With respect to the Initial Offering Period or a Base Offering Period, any criteria used to determine Eligible Employees shall be determined in a manner consistent with Code Section 423. In the case of an Offering Period that is not intended to qualify under Code Section 423, the Administrator may exclude any individual(s) from participation if the Administrator determines the participation of such individual(s) is not advisable or practicable.

(j) "**Enrollment Period**" means a period prior to the start of an Offering Period during which Eligible Employees must submit the required enrollment forms to participate in such Offering Period, which period shall end at least ten (10) business days (or such other date as may be specified in advance by the Administrator) prior to the start of the Offering Period.

(k) "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

(l) "**Fair Market Value**" means the price at which Stock was last sold in the principal U.S. market for the Stock on the applicable date or, if the applicable date was not a trading day, on the last trading day prior to the applicable date. If Stock is no longer traded on a public U.S. securities market, the Fair Market Value shall be determined by the Administrator in good faith on such basis as it deems appropriate. The Administrator's determination shall be conclusive and binding on all persons. For purposes of the Initial Offering Period, the Fair Market Value on the first day of such Initial Offering Period shall be the price at which one share of Stock is offered to the public in the IPO.

(m) "**IPO**" means the Company's initial public offering of Stock to the public.

(n) "**IPO Date**" means the effective date of the registration statement filed by the Company with the U.S. Securities and Exchange Commission for its initial offering of Stock to the public.

(o) "**Offering Period**" means any period, including as the context requires the Initial Offering Period, Base Offering Periods and Additional Offering Periods, with respect to which the right to purchase Stock may be granted under the ESPP, as determined pursuant to Section 4(a).

(p) "**Participant**" means an Eligible Employee who participates in the ESPP or any Sub-Plan, as provided in Section 4.

(q) "**Participating Company**" means (i) the Company, (ii) each present or future Subsidiary designated by the Administrator as a Participating Company, and (iii) solely in the case of an Offering Period not intended to qualify under Code Section 423, each present or future Affiliate designated by the Administrator as a Participating Company.

(r) "**ESPP**" means this ContextLogic Inc. 2020 Employee Stock Purchase Plan, as it may be amended from time to time.

(s) "**Plan Account**" means the account established for each Participant pursuant to Section 8(a).

(t) "**Purchase Date**" means the last trading day of a Purchase Period.

(u) "**Purchase Period**" means a period within an Offering Period (which for an Offering Period with only a single Purchase Period would be coterminous with the Offering Period) during which contributions may be made toward the purchase of Stock under the ESPP, as determined pursuant to Section 4(a).

(v) "**Purchase Price**" means the price at which Participants may purchase Stock under the ESPP, as determined pursuant to Section 8(b).

(w) "**Related Corporation**" means any "parent corporation" of the Company as defined in Code Section 424(e) or any Subsidiary.

(x) "**Stock**" means the Class A Common Stock of the Company.

(y) "**Subsidiary**" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Exhibit 10.11

Execution Version

REVOLVING CREDIT AGREEMENT

dated as of

November 20, 2020

among

CONTEXTLOGIC INC.,
as the Borrower,

the Lenders party hereto,

the Issuing Banks party hereto,

and

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent

JPMORGAN CHASE BANK, N.A.,
BOFA SECURITIES, INC.,
and
GOLDMAN SACHS LENDING PARTNERS LLC,
as Joint Lead Arrangers, Joint Bookrunners and Co-Syndication Agents,

and

CITIGROUP GLOBAL MARKETS INC.,
DEUTSCHE BANK SECURITIES INC.,
SILICON VALLEY BANK,
and
UBS SECURITIES LLC,
as Co-Documentation Agents

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REVOLVING CREDIT AGREEMENT dated as of November 20, 2020, among CONTEXTLOGIC INC., as the Borrower, the LENDERS party hereto, the ISSUING BANKS party hereto and JPMORGAN CHASE BANK, N.A., as the Administrative Agent.

The Borrower (such term and each other capitalized term used and not otherwise defined in these recitals having the meaning assigned to it in Article 1), has requested the Lenders to make Loans to the Borrower and the Issuing Banks to issue Letters of Credit at the request of the Applicable Account Parties, in each case on a revolving credit basis on and after the date hereof and at any time and from time to time prior to the Maturity Date.

The proceeds of borrowings hereunder, together with the issuance of any Letter of Credit hereunder, are to be used for the purposes described in Section 5.08. The Lenders are willing to establish the credit facility referred to in the preceding paragraph upon the terms and subject to the conditions set forth herein. Accordingly, for valuable consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"**ABR**," when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

"**Adjusted LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate *per annum* equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"**Administrative Agent**" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"**Administrative Questionnaire**" means an administrative questionnaire in a form supplied by the Administrative Agent from time to time.

"**Affected Financial Institution**" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Agent-Related Person**" has the meaning set forth in Section 9.03(d).

"**Agents**" means, collectively, the Administrative Agent and the Arrangers.

"**Aggregate Total Exposure**" means, as at any date of determination, the sum of (i) the aggregate principal amount of all outstanding Loans and (ii) the Letter of Credit Usage.

"**Agreed L/C Cash Collateral Amount**" means 103% of the total outstanding Letter of Credit Usage.

"**Agreement**" means this Revolving Credit Agreement, as the same may hereafter be modified, supplemented, extended, amended, restated or amended and restated from time to time.

"**Alternate Base Rate**" means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day *plus* 1/2 of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) *plus* 1.00%; *provided* for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.11 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.11(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"**Ancillary Document**" has the meaning set forth in Section 9.15.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

"**Applicable Account Party**" has the meaning set forth in Section 2.19(a).

"**Applicable Percentage**" means, with respect to any Lender, the percentage of the total Revolving Commitments represented by such Lender's Revolving Commitment. If the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

"**Applicable Rate**" means, for any day, (i) 1.50% *per annum* with respect to any Eurodollar Loan, (ii) 0.50% *per annum* with respect to any ABR Loan and (iii) 0.25% *per annum* with respect to the Commitment Fee.

"**Application**" means a Letter of Credit application or agreement in the form approved by the applicable Issuing Bank, executed and delivered by the Borrower to the Administrative Agent and the applicable Issuing Bank requesting such Issuing Bank to issue a Letter of Credit.

"**Approved Electronic Platform**" has the meaning assigned to it in Section 8.03(a).

"**Approved Fund**" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Arranger**" means each of JPMorgan Chase Bank, N.A., BofA Securities, Inc. and Goldman Sachs Bank Lending Partners LLC, each in its capacity as a joint lead arranger, joint bookrunner, and co-syndication agent, and Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Silicon Valley Bank and UBS Securities LLC, each in its capacity as a co-documentation agent.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"**Availability**" means, as of any date of determination, the amount by which (a) the total Revolving Commitments then in effect exceeds (b) the Aggregate Total Exposure on such date.

"**Availability Period**" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the total Revolving Commitments.

"**Available Equity Amount**" means a cumulative amount equal to (without duplication):

(a) the net cash proceeds of new public or private issuances of Qualified Equity Interests in the Borrower (including pursuant to an IPO) which are contributed to (or received by) the Borrower after the Effective Date, plus

(b) capital contributions received by the Borrower after the Effective Date in cash or Cash Equivalents (other than in respect of any Disqualified Equity Interest) after the Effective Date, plus

(c) the net cash proceeds received by the Borrower or any Restricted Subsidiary from Indebtedness and Disqualified Equity Interest issuances issued after the Effective Date and which have been exchanged or converted into Qualified Equity Interests;

provided that the Available Equity Amount shall not include any Cure Amount or any amounts used to make Restricted Payments pursuant to Section 6.04(d)(iii) or (n).

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (f) of Section 2.11.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" means Chapter 11 of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"**Bankruptcy Event**" means an Event of Default of the type described in Section 7.01(h) or (i).

"**Benchmark**" means, initially, the LIBO Rate; *provided* that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) or clause (c) of Section 2.11.

"**Benchmark Replacement**" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; *provided*, *further*, that, notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Term SOFR Transition Event, and the delivery of a Term SOFR Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and shall be deemed to be the sum of (a) Term SOFR and (b) the related Benchmark Replacement Adjustment, as set forth in clause (1) of this definition (subject to the first proviso above).

If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference

Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides in its reasonable discretion that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines in its reasonable discretion that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides in its reasonable discretion is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Benchmark Replacement Date**" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein;

(3) in the case of a Term SOFR Transition Event, the date that is thirty (30) days after the date a Term SOFR Notice is provided to the Lenders and the Borrower pursuant to Section 2.11(c); or

(4) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clause (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11.

"**Beneficial Ownership Certification**" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" means 31 C.F.R. § 1010.230.

"**Benefit Plan**" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"**BHC Act Affiliate**" has the meaning set forth in Section 9.19(b).

"**Board**" means the Board of Governors of the Federal Reserve System of the United States of America (or any successor).

"**Borrower**" means ContextLogic Inc., a Delaware corporation.

"**Borrowing**" means Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"**Borrowing Minimum**" means (a) in the case of a Eurodollar Borrowing, $5,000,000, and (b) in the case of an ABR Borrowing, $5,000,000.

"**Borrowing Multiple**" means (a) in the case of a Eurodollar Borrowing, $1,000,000, and (b) in the case of an ABR Borrowing, $1,000,000.

"**Borrowing Request**" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; *provided* that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in deposits in dollars in the London interbank market.

"**Capital Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; *provided* that any obligations relating to a lease that was accounted for by such Person as an operating lease as of December 31, 2018 (or that would have been accounted for as an operating lease if such lease was in effect as of December 31, 2018) shall not be accounted for as Capital Lease Obligations.

"**Capitalized Software Expenditures**" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries.

"**Cash Collateralize**" means, in respect of an Obligation, to provide and pledge (as a first priority perfected security interest) cash collateral in an amount equal to 103% of such Obligations (except as otherwise expressly provided herein), at a location and pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank (and "Cash Collateralization" has a corresponding meaning). "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"**Cash Equivalents**" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of issuance thereof;

(b) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, a rating of at least "Prime 1**"** (or the then equivalent grade) by Moody's or "A-1" (or the then equivalent grade) by S&P;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that issues (or the parent of which issues) commercial paper rated at least "Prime 1" (or the then equivalent grade) by Moody's or "A-1" (or the then equivalent grade) by S&P;

(d) fully collateralized repurchase agreements with a term of not more than 91 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria of clause (c) above;

(e) investments in "money market funds" substantially all of whose assets are invested in investments of the type described in clauses (a) through (d) above;

(f) in the case of any Foreign Subsidiary, other short-term investments that are analogous to the foregoing, are of comparable credit quality and are customarily used by companies in the jurisdiction of such Foreign Subsidiary for cash management purposes; and

(g) investments permitted pursuant to Borrower's investment policy as approved by the board of directors (or committee thereof) of the Borrower from time to time.

"**Cash Management Agreement**" means any agreement to provide to the Borrower or any Subsidiary (i) credit cards for commercial customers (including, without limitation, "commercial credit

cards" and purchasing cards), (b) stored value cards, (c) merchant processing services, (d) foreign exchange and currency management services and (e) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts, cash pooling services, and interstate depository network services).

"**Cash Management Bank**" means any Person (a) that, at the time it enters into a Cash Management Agreement (or on the Effective Date in the case of any Cash Management Agreement existing on the Effective Date), is the Administrative Agent, an Arranger, a Lender or an Affiliate of any such Person or (b) that, at the time it or its Affiliate becomes party to this Agreement as a Lender, is party to a Cash Management Agreement, in each case, in its capacity as a party to such Cash Management Agreement.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**Change in Control**" means (a) prior to an IPO, the failure by the Permitted Holders to, directly or indirectly through one or more holding companies, beneficially own Voting Equity Interests of the Borrower representing at least a majority of the aggregate votes entitled to vote in the election of directors of the Borrower; or (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group other than the Permitted Holders (or any holding company parent of the Borrower owned directly or indirectly by the Permitted Holders) of Voting Equity Interests in the Borrower representing more than 40% of the aggregate votes entitled to vote in the election of directors of the Borrower. The consummation of an IPO shall not constitute a Change in Control.

For purposes of this definition, including other defined terms used herein in connection with this definition and notwithstanding anything to the contrary in this definition or any provision of Section 13(d)-3 of the Exchange Act, (i) "beneficial ownership" shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act as in effect on the date hereof, (ii) the phrase Person or group is within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or group or its subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (iii) if any group includes one or more Permitted Holders, the issued and outstanding Equity Interests of the Borrower, directly or indirectly owned by the Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of clause (b) of this definition, and (iv) Person or group shall not be deemed to beneficially own Equity Interests to be acquired by such Person or group pursuant to a stock purchase agreement, merger or option agreement until the consummation of the acquisition of the Equity Interests in connection with the transactions contemplated by such agreement unless it is entitled to control the voting of such Equity Interests prior to the consummation of such transaction.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"**Charges**" has the meaning set forth in Section 9.13.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Secured Obligations.

"**Collateral Agreement**" means the collateral agreement executed and delivered by the Borrower and the Administrative Agent on the Effective Date in substantially the form of Exhibit F hereto (as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time).

"**Collateral and Guarantee Requirement**" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from (i) each Material Domestic Subsidiary (other than an Excluded Subsidiary) either (x) a counterpart of the Guaranty duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Guarantor after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guaranty, in the form specified therein, duly executed and delivered on behalf of such Person and (ii) the Borrower and each Guarantor either (x) a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Collateral Agreement, in the form specified therein, duly executed and delivered on behalf of such Person, in each case under this clause (a) together with, in the case of any such Loan Documents executed and delivered after the Effective Date, documents of the type referred to in Sections 4.01(d) and (e), and, to the extent reasonably requested by the Administrative Agent, opinions of the type referred to in Section 4.01(c);

(b) all outstanding Equity Interests of the Restricted Subsidiaries of the Borrower (other than any Equity Interests constituting Excluded Assets or Equity Interests of any Immaterial Subsidiary) owned by any Loan Party shall have been pledged pursuant to the Collateral Agreement (and the Administrative Agent shall have received certificates or other instruments representing all such Equity Interests (if any), together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank);

(c) if any Indebtedness for borrowed money of the Borrower or any Subsidiary in an individual principal amount of $10,000,000 or more is owing by such obligor to any Loan Party and such Indebtedness is evidenced by a promissory note, such promissory note shall have been pledged pursuant to the Collateral Agreement (and the Administrative Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank); and

(d) all certificates, agreements, documents and instruments, including Uniform Commercial Code financing statements, required by the Security Documents, applicable law, rule or regulation and reasonably requested by the Administrative Agent to be filed, delivered, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent required by, and with the priority required by, the Security Documents and the other provisions of the term "Collateral and Guarantee Requirement," shall have been filed, registered or recorded or delivered to the Administrative Agent for filing, registration or recording.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary, (a) the foregoing provisions of this definition shall not require the

creation or perfection of pledges of or security interests in, or the obtaining of title insurance, surveys, legal opinions or other deliverables with respect to, particular assets of the Loan Parties, or the provision of Guarantees by any Subsidiary, if, and for so long as and to the extent that the Administrative Agent and the Borrower reasonably agree in writing that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, surveys, legal opinions or other deliverables in respect of such assets, or providing such Guarantees (taking into account any material adverse Tax consequences to the Borrower and its Subsidiaries (including the imposition of withholding or other material Taxes)), shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (b) Liens required to be granted from time to time pursuant to the term "Collateral and Guarantee Requirement" shall be subject to exceptions and limitations set forth in the Security Documents as in effect on the Effective Date, (c) in no event shall control agreements or other control or similar arrangements be required with respect to deposit accounts, securities accounts, commodities accounts or other assets specifically requiring perfection by control agreements (other than securities constituting Pledged Securities (as defined in the Collateral Agreement)), (d) no perfection actions shall be required with respect to vehicles and other assets subject to certificates of title (other than the filing of UCC financing statements), (e) no perfection actions shall be required with respect to commercial tort claims in an amount reasonably estimated by the Borrower or its Subsidiaries to be less than $10,000,000, (f) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the United States or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction), (g) no actions shall be required to perfect a security interest in letter of credit rights (other than the filing of UCC financing statements) and no separate intellectual property filings shall be required, (h) no Loan Party shall be required to deliver or obtain any landlord lien waivers, estoppel certificates or collateral access agreements or letters, (i) in no event shall any mortgage, deed of trust, assignment of leases and rents or other security document granting a lien on any fee owned parcel of real property be required, and (j) in no event shall the Collateral include any Excluded Assets. The Administrative Agent may grant extensions of time or waivers for the creation and perfection of security interests in or the obtaining of title insurance, surveys, legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Effective Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Effective Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents.

"**Commitment**" means a Revolving Commitment.

"**Commitment Fee**" has the meaning set forth in Section 2.09(a).

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"**Communications**" has the meaning set forth in Section 8.03.

"**Connection Income Taxes**" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"**Consolidated Adjusted EBITDA**" means, for any period, the Consolidated Net Income for such period, *plus*:

(a) without duplication and to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) total interest expense as determined on a consolidated basis for the Borrower and the Restricted Subsidiaries in accordance with GAAP,

(ii) provision for taxes based on income, profits or capital, including federal, foreign and state income, franchise, and similar taxes based on income, profits or capital and foreign withholding taxes paid or accrued during such period (including in respect of repatriated funds) including any such taxes arising from tax examinations, and, in each case, related penalties and interest,

(iii) depreciation and amortization (including amortization of Capitalized Software Expenditures, internal labor costs and amortization of deferred financing fees or costs and other intangibles),

(iv) other non-cash charges and/or losses (other than any such non-cash charges that represent an accrual or reserve for potential cash items in any future period)),

(v) the amount of any non-controlling interest consisting of income attributable to non-controlling interests of third parties in any non-Wholly Owned Subsidiary deducted (and not added back in such period to Consolidated Net Income) excluding cash distributions in respect thereof,

(vi) [reserved]

(vii) losses or discounts on sales of receivables and related assets in connection with any receivables securitization or factoring allowed pursuant to the terms hereof (provided, in each case, that if there are any collections in respect of such losses or discounts in any future period, the collections in respect thereof shall be subtracted from Consolidated Adjusted EBITDA),

(viii) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of FASB Accounting Standards Codification 715, and any other items of a similar nature,

(ix) Transaction Costs,

(x) any impairment charge or asset write-off or write-down (limited to such charges, write-offs or write-downs related to intangible assets (including goodwill) and long-lived assets),

(xi) any expense or costs that result from the issuance, exercise, vesting or release of stock-based awards, partnership interest-based awards and similar incentive-based compensation awards or arrangements (including any options, warrants, phantom equity, restricted stock units or other profits interests),

(xii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in the calculation of Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated Adjusted EBITDA pursuant to paragraph (c) below for any previous period and not added back,

(xiii) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and other Public Company Costs, and

(xiv) [reserved]

plus

(b) without duplication and to the extent not included in arriving at such Consolidated Net Income, the amount of "run rate" cost savings, operating expense reductions and cost synergies related to any Specified Transaction, any restructuring, cost saving initiative or other initiative projected by the Borrower in good faith to be realized as a result of actions that have been taken or initiated or are expected to be taken (in the good faith determination of the Borrower), including any cost savings, expenses and charges (including restructuring and integration charges) in connection with, or incurred by or on behalf of, any joint venture of the Borrower or any of the Subsidiaries (whether accounted for on the financial statements of any such joint venture or the Borrower) with respect to any Specified Transaction, any restructuring, cost saving initiative or other initiative, within 18 months after such Specified Transaction, restructuring, cost saving initiative or other initiative (any such amount, a "**Run Rate Benefit**") (which Run Rate Benefit shall be added to Consolidated Adjusted EBITDA until fully realized and calculated on a pro forma basis as though such Run Rate Benefit had been realized on the first day of the relevant period), net of the amount of actual benefits realized from such actions; *provided* that (A) such Run Rate Benefit is reasonably quantifiable and factually supportable, (B) no Run Rate Benefit shall be added pursuant to this clause (b) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions or synergies that are included in clause (a) above (it being understood and agreed that "run rate" shall mean the full recurring benefit that is associated with any action taken), and (C) the share of any such cost savings, expenses and charges with respect to a joint venture that are to be allocated to the Borrower or any of the Subsidiaries in any period shall not exceed the total amount thereof for any such joint venture *multiplied by* the percentage of income of such venture expected to be included in Consolidated Adjusted EBITDA for such period, in each case, at any date of determination, for the most recently completed four consecutive fiscal quarters ending on or prior to such date for which financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or Section 5.01(b) (without giving effect to any adjustments pursuant to this clause (b)); *provided*, *further*, that the aggregate amount added back pursuant to this clause (b) shall not, when aggregated with the amount of any addback pursuant to clause (U) of the first proviso in the definition of "Consolidated Net Income", exceed 25% of Consolidated Adjusted EBITDA (as calculated prior to giving effect to such add-backs) for any Measurement Period,

less

(c) without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income and was not added back in determining Consolidated Adjusted EBITDA in any prior period),

(ii) the amount of any non-controlling interest consisting of loss attributable to non-controlling interests of third parties in any non-Wholly Owned Subsidiary added (and not deducted in such period from Consolidated Net Income),

in each case, as determined on a consolidated basis for the Borrower and the Subsidiaries in accordance with GAAP.

"**Consolidated Net Income**" means, for any period, the net income (loss) of the Borrower and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP. There shall be excluded from Consolidated Net Income for any period the effects from applying acquisition method accounting, including applying acquisition method accounting to inventory, property and equipment, loans and leases, software and other intangible assets and deferred revenue (including deferred costs related thereto and deferred rent) required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of any acquisition consummated prior to, or after, the Effective Date or the amortization or write-off of any amounts thereof; *provided* that the following shall not be taken into account when calculating Consolidated Net Income for any period, without duplication:

(I) the net income for such period of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting; *provided* that Consolidated Net Income shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash or Cash Equivalents (or to the extent converted into cash or Cash Equivalents) by such Person to the Borrower or a Restricted Subsidiary during such period;

(II) extraordinary, non-recurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost saving initiatives and any accruals or reserves in respect of any extraordinary, non-recurring or unusual items), severance, relocation costs, integration and facilities' or offices' opening costs, restructuring charges, accruals or reserves (including restructuring and integration costs related to acquisitions prior to or after the Effective Date and adjustments to existing reserves), whether or not classified as restructuring expense on the consolidated financial statements, signing costs, retention or completion bonuses, other executive recruiting or retention costs, transition costs, costs related to closure/consolidation of facilities or offices and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities and charges resulting from changes in estimates, valuations and judgments thereof); *provided*, that the aggregate amount excluded pursuant to this clause (b) shall not, when aggregated with the amount of any addback pursuant to clause (b) of the definition of "Consolidated Adjusted EBITDA", exceed 25% of Consolidated Net Income (as calculated prior to giving effect to such exclusion) for any Measurement Period,

(III) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income,

(IV) any income (loss) for such period attributable to the early extinguishment of Indebtedness, Swap Agreements or other derivative instruments,

(V) any income (loss) from investments recorded using the equity method of accounting (but including any cash dividends or distributions actually received by the Borrower or any Subsidiary in respect of such investment),

(VI) any gain (loss) on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income (loss) from discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of),

(VII) any non-cash gain (loss) attributable to the mark-to-market movement in the valuation of any convertible debt instruments, hedging obligations or other derivative instruments pursuant to FASB Accounting Standards Codification 815-Derivatives and hedging or mark-to-market movement of other financial instruments pursuant to FASB Accounting Standards Codification 825-Financial Instruments; provided that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period,

(VIII) any non-cash gain (loss) related to currency remeasurements of Indebtedness, the net loss or gain resulting from Swap Agreements for currency exchange risk, revaluations of intercompany balances and other balance sheet items, and

(IX) any fees and expenses (including any transaction or retention bonus or similar payment, any earnout, contingent consideration, obligation or purchase price adjustment) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, asset Disposition, issuance, incurrence or repayment of debt (or obtaining of commitments with respect thereto), issuance of equity securities (including an IPO), refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Effective Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with FASB Accounting Standards Codification 805 and gains or losses associated with FASB Accounting Standards Codification 460).

"**Consolidated Total Debt**" means, as of any date of determination, the outstanding principal amount of all third-party Indebtedness for borrowed money (including purchase money Indebtedness), unreimbursed drawings under letters of credit, Capital Lease Obligations and third-party Indebtedness obligations evidenced by notes or similar instruments (and excluding, for the avoidance of doubt, obligations with respect to Swap Agreements or other derivative instruments), in each case of the Borrower and the Restricted Subsidiaries on such date, on a consolidated basis and determined in accordance with GAAP (excluding, in any event, the effects of any discounting of Indebtedness resulting from the application of acquisition method or pushdown accounting in connection with any acquisition or investment).

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"**Corresponding Tenor**" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"**Covered Entity**" has the meaning set forth in Section 9.19(b).

"**Covered Party**" has the meaning set forth in Section 9.19(a).

"**Cure Amount**" has the meaning specified in Section 7.03.

"**Cure Right**" has the meaning specified in Section 7.03.

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; *provided* that if the Administrative Agent decides in its reasonable discretion that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"**Debtor Relief Laws**" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"**Declining Lender**" has the meaning set forth in Section 2.20.

"**Default**" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"**Default Right**" has the meaning set forth in Section 9.19(b).

"**Defaulting Lender**" means, subject to Section 2.17(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to such funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (ii) fund any portion of its participation in any Letter of Credit within two Business Days of the date required to be funded hereunder or (iii) pay to the Administrative Agent, any Issuing Bank or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any Issuing Bank in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (e) has become the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to

reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (e) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.17(b)) upon delivery of written notice of such determination to the Borrower and each Lender.

"**Disclosure Letter**" means the disclosure letter, dated as of the date hereof, as amended or supplemented from time to time pursuant to the terms of this Agreement.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease or other disposition of any property by any Person.

"**Disqualified Equity Interests**" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests and cash in lieu of fractional shares), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and cash in lieu of fractional shares), in whole or in part, or (c) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Maturity Date applicable at the time of issuance thereof; *provided*, *however*, that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an "asset sale," "condemnation event," a "change in control" or similar event shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after repayment in full of all the Loans and all other Obligations that are accrued and payable and the termination of the Commitments and (ii) if an Equity Interest in any Person is issued pursuant to any plan for the benefit of employees of the Borrower (or any direct or indirect parent thereof) or any of the Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by Borrower (or any direct or indirect parent company thereof) or any of the Subsidiaries in order to satisfy applicable statutory or regulatory obligations of such Person or as a result of such employee's termination, death, or disability.

"**Disqualified Institution**" means (a) any Person that is a competitor or potential competitor of the Borrower or any of its Subsidiaries (in each case as determined in good faith by the Borrower) that has been identified in writing to the Administrative Agent by e-mail to from time to time as a "Disqualified Institution" by the Borrower and (b) in the case of each Person identified pursuant to clause (a) above, any of its Affiliates that are either (i) identified in writing (by e-mail to) by the Borrower from time to time or (ii) clearly identifiable as Affiliates solely on the basis of such Affiliate's name (other than Affiliates that are bona fide debt funds); *provided* that (A) any Person that becomes a "Disqualified Institution" after the applicable effective date of an assignment or participation shall not retroactively be deemed a "Disqualified Institution" for purposes of such assignment or participation or any previously acquired assignment or participation (but such Person shall not be able to increase its Revolving Commitments or participations hereunder) and (B) such assignment or participation and, in the case of an assignment, the execution by the Borrower of an Assignment and Assumption with respect to such assignee, will not by itself result in such assignee no longer being considered a "Disqualified Institution"; *provided*, *however*, that, in each case, the term "Disqualified Institution" shall not include any Person that has been identified in writing to the Administrative Agent by e-mail to from time to time by the Borrower as no longer constituting a "Disqualified Institution"; *provided*, *further*, that the designation of any Person as a Disqualified Institution after the Effective Date shall not become effective until three Business Days after identification to the Administrative Agent by e-mail to .

"**dollars**" or "$" refers to lawful money of the United States of America.

"**Domestic Subsidiary**" means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia.

"**Early Opt-in Election**" means, if the then-current Benchmark is LIBO Rate, the occurrence of:

(1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Borrower to trigger a fallback from the LIBO Rate and the provision by the Administrative Agent of written notice of such election to the Lenders.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Effective Date**" means November 20, 2020.

"**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"**Eligible Assignee**" means any eligible assignee under Section 9.04(b).

"**Environmental Laws**" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the generation, use, handling, transportation, storage, treatment, disposal, management, release or threatened release of any Hazardous Material or to health and safety matters.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of investigation, reclamation or remediation, fines, penalties or indemnities), of the

Borrower or any Restricted Subsidiary directly or indirectly resulting from or based upon (a) any Environmental Law, including compliance or noncompliance therewith, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the presence, release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" means any one or more of the following: (a) any reportable event, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (c) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or the appointment of a trustee to administer any Plan; (d) the failure by a Plan to satisfy the minimum funding standard under Section 412 or Section 430 of the Code or Section 302 of ERISA, applicable to such Plan, whether or not waived; (e) the filing pursuant to Section 412 of the Code or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (f) a determination that any Plan is, or is expected to be, in "at-risk" status (as defined in Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; (g) the incurrence by a Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan (including any liability under Section 4062(e) of ERISA) or Multiemployer Plan; or (h) the receipt by a Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from a Loan Party or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is or expected to be, insolvent within the meaning of Title IV of ERISA or is in endangered or critical status within the meaning of Section 305 of ERISA.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"**Eurodollar**" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"**Event of Default**" has the meaning set forth in Article 7.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Assets**" means (a) any fee-owned real property, (b) all leasehold interests in real property, (c) any governmental licenses or state or local franchises, charters or authorizations, to the extent

a security interest in any such license, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction, but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any applicable jurisdiction), (d) any asset if, to the extent that and for so long as the grant of a Lien thereon to secure the Secured Obligations is prohibited by any applicable law (other than to the extent that any such prohibition would be rendered ineffective pursuant to any other applicable law) or would require consent or approval of any Governmental Authority but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any applicable jurisdiction, unless such consent or approval has been obtained, (e) margin stock and, to the extent prohibited by, or creating an enforceable right of termination in favor of any other party thereto (other than any Loan Party) under the terms of any applicable organizational document, joint venture agreement or shareholders' agreement after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction, Equity Interests in any Person other than Wholly Owned Restricted Subsidiaries of the Borrower, (f) [reserved], (g) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of (i) such intent-to-use trademark application or (ii) any registration that issues from such intent-to-use application under applicable federal law, (h) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a breach, default or right of termination in favor of any other party thereto (other than any Loan Party) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law notwithstanding such prohibition, (i) Voting Equity Interests in excess of 65% of the Voting Equity Interests of (i) any Foreign Subsidiary that is a CFC or (ii) any FSHCO, (i) commercial tort claims in an amount reasonably estimated by the Borrower or its Subsidiaries to be less than $5,000,000, (k) vehicles and other assets subject to certificates of title (except to the extent that a security interest therein can be perfected by filing of a UCC financing statement), (l) any aircraft, airframes, aircraft engines or helicopters, or any equipment or other assets constituting a part thereof (except to the extent that a security interest therein can be perfected by filing of a UCC financing statement), (m) any and all assets and personal property owned by any Subsidiary that is not a Loan Party (including any Unrestricted Subsidiary), (n) any Equity Interest in Unrestricted Subsidiaries, and (o) any proceeds from any issuance of Indebtedness permitted to be incurred under Section 6.01 that are paid into an escrow account to be released upon satisfaction of certain conditions or the occurrence of certain events, including cash or investments not prohibited under this Agreement set aside at the time of the incurrence of such Indebtedness, to the extent such cash or investments prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in such escrow account or similar arrangement to be applied for such purpose.

"**Excluded Subsidiary**" means (a) any Unrestricted Subsidiary, (b) any Subsidiary that is prohibited by applicable law, rule or regulation or by any contractual obligation to which such Subsidiary is a party or by which it or any of its property or assets is bound from guaranteeing the Secured Obligations; *provided* that any such agreement, instrument or other undertaking (i) is in existence on the Effective Date (or, with respect to a Subsidiary acquired after the Effective Date, as of the date such acquisition) and (ii) in the case of a Subsidiary acquired after the Effective Date, was not entered into in connection with, or in contemplation of, such acquisition, (c) any Subsidiary with respect to which guaranteeing the Secured Obligations would require consent, approval, license or authorization from any Governmental Authority, unless such consent, approval, license or authorization has been obtained, (d) any direct or indirect Subsidiary that is not a Wholly Owned Subsidiary of the Borrower, (e) any direct or indirect Foreign Subsidiary, (f) any direct or indirect Domestic Subsidiary of a direct or indirect Foreign Subsidiary of the

Borrower that is a CFC, (g) any FSHCO, (h) any not-for-profit Subsidiaries, captive insurance companies or other special purpose subsidiaries designated by the Borrower from time to time and (i) any other Subsidiary with respect to which the Administrative Agent, in consultation with the Borrower, determines that the burden or cost or other consequences is excessive in view of the benefits to be obtained by the Lenders.

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation, unless otherwise agreed between the Administrative Agent and the Borrower. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed by any jurisdiction as a result such Recipient being organized under the laws of such jurisdiction or having its principal office located, or, in the case of any Lender, its applicable Lending Office located in such jurisdiction or (ii) that otherwise are Other Connection Taxes, (b) in the case of a Lender or Issuing Bank, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender or Issuing Bank with respect to an applicable interest in a Loan or Revolving Commitment or obligations to reimburse amounts drawn under a Letter of Credit pursuant to a law in effect on the date on which (i) such Lender or Issuing Bank acquires such interest in the applicable Revolving Commitment (or in the case of a Loan or Letter of Credit not funded pursuant to a prior Revolving Commitment, such interest in the applicable Loan or Letter of Credit), in each case, other than pursuant to an assignment request by the Borrower under Section 2.16 or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 2.14(b), additional amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Revolving Commitment, Loan or Letter of Credit or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.14(f) and (d) any withholding Taxes imposed under FATCA.

"**Existing Letter of Credit**" means the letter of credit previously issued for the account of the Borrower that is (a) outstanding on the Effective Date and (b) listed on Schedule 1.01 to the Disclosure Letter.

"**Extending Lender**" has the meaning set forth in Section 2.20.

"**Extension Agreement**" means an extension agreement entered into pursuant to Section 2.20 in form and substance reasonably satisfactory to the Administrative Agent.

"**Extension Notice**" has the meaning set forth in Section 2.20.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations thereunder or official interpretations thereof, any

agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) or any published intergovernmental agreement (and any legislation, regulation or official administrative guidance) implementing such Sections of the Code.

"**FCPA**" means the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd 1, et seq.) as amended.

"**Federal Funds Effective Rate**" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions (as determined in such manner as shall be set forth on NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; *provided* that if the Federal Funds Effective Rate for any day is less than zero, the Federal Funds Effective Rate for such day will be deemed to be zero.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System of the United States of America.

"**Fee Letter**" means that certain fee letter dated November 18, 2020 between the Borrower and the Administrative Agent.

"**Financial Covenant**" means the covenant set forth in Section 6.09.

"**Financial Officer**" means any of the chief financial officer, principal accounting officer, treasurer, vice president of finance or corporate controller or most senior financial officer of the Borrower.

"**Fixed Amounts**" has the meaning set forth in Section 1.04(c).

"Foreign Lender" means any Lender that is not a U.S. Person.

"**Foreign Subsidiary**" means any Subsidiary that is not a Domestic Subsidiary.

"**Fronting Exposure**" means, at any time there is a Defaulting Lender, with respect to any Issuing Bank, such Defaulting Lender's Applicable Percentage of the Letter of Credit Usage other than Letter of Credit Usage as to which such Defaulting Lender's participation obligation has been reallocated to other Non-Defaulting Lenders or Cash Collateralized in accordance with the terms hereof.

"**FSHCO**" means any direct or indirect Domestic Subsidiary of the Borrower that has no material assets other than Equity Interests (or Equity Interests and Indebtedness) in one or more Foreign Subsidiaries of the Borrower that are CFCs.

"**GAAP**" means generally accepted accounting principles in the United States of America.

"**Governmental Act**" means any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority.

"**Governmental Authority**" means the government of the United States of America, any other nation or any political subdivision thereof, whether state, local, or otherwise, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Guarantee**" of or by any Person (the "**guarantor**") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business, or customary indemnification obligations entered into in connection with any acquisition or disposition of assets or of other entities (other than to the extent that the primary obligations that are the subject of such indemnification obligation would be considered Indebtedness hereunder).

"**Guarantor**" means (a) any Domestic Subsidiary of the Borrower that delivered the Guaranty as of the Effective Date, (b) any Domestic Subsidiary of the Borrower that has delivered a Guaranty or a joinder agreement to a Guaranty pursuant to Section 5.09 hereof and (c) solely in respect of any Secured Cash Management Agreement or Secured Swap Agreement to which the Borrower is not a party, the Borrower. As of the Effective Date, there are no Guarantors under clauses (a) or (b) above.

"**Guaranty**" means the guaranty agreement executed and delivered by the Borrower on the Effective Date in substantially the form of Exhibit E hereto (as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time).

"**Hazardous Materials**" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"**IBA**" has the meaning set forth in Section 1.08.

"**Immaterial Subsidiary**" means, at any date of determination, any Subsidiary of the Borrower that has been designated by Borrower by written notice to the Administrative Agent as an "Immaterial Subsidiary" from time to time (it being understood that, as of the Effective Date, each Subsidiary listed on Schedule A to the Disclosure Letter has been so designated) and (a) whose Total Assets (on an unconsolidated basis) as of the most recent available quarterly or year-end financial statements do not exceed 5% of the Total Assets of the Borrower and its Subsidiaries at such date and (b) whose revenues (on an unconsolidated basis) for the most recently ended four-quarter period for which financial statements are available do not exceed 5% of the consolidated revenues of the Borrower and its Subsidiaries for such period, in each case determined in accordance with GAAP; *provided* that (i) the Total Assets of all such Subsidiaries as of the most recent available quarterly or year-end financial statements shall not exceed 15% of the Total Assets of the Borrower and its Subsidiaries at such date and (ii) the revenues for the most recently ended four-quarter period for which financial statements are available shall not exceed 15% of the consolidated revenues of the Borrower and its Subsidiaries for such period, in each case determined in accordance with GAAP. For any determination made as of or prior to the time any Person becomes an indirect or direct Subsidiary of Borrower, such determination and designation shall be made based on financial statements provided by or on behalf of such Person in connection with the acquisition of such Person or such Person's assets. The Borrower may change the designation of any Subsidiary as an Immaterial Subsidiary (and, to the extent that existing designated Immaterial Subsidiaries do not meet the limits provided above, the Borrower shall change such designation) by providing notice to the

Administrative Agent; *provided* that any Restricted Subsidiary of Borrower formed or acquired after the Effective Date, as applicable, that meets the requirements of an "Immaterial Subsidiary" set forth herein shall be deemed designated as an "Immaterial Subsidiary" (without any requirement for any further notice to the Administrative Agent) unless the Borrower otherwise notifies the Administrative Agent in writing.

"**Immediate Family Members**" means with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the fore-going individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"**Impacted Interest Period**" has the meaning assigned to it in the definition of "LIBO Rate."

"**Increased Amount Date**" has the meaning set forth in Section 2.18(a).

"**Incremental Available Amount**" means $100,000,000.

"**Incurrence-Based Amounts**" has the meaning set forth in Section 1.04(c).

"**Indebtedness**" of any Person at any date means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person's business and any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid within 60 days after being due and payable), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all Capital Lease Obligations of such Person, (e) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers' acceptances, letters of credit, surety bonds or similar arrangements, (f) all Guarantees of such Person in respect of obligations of another Person of the kind referred to in clauses (a) through (e) above, and (g) all obligations of another Person of the kind referred to in clauses (a) through (f) above secured by any Lien on property (including accounts and contract rights) owned or acquired by such Person, whether or not such Person has assumed or become liable for the payment of such obligation. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor or such Person is itself a corporation or limited liability company. The amount of Indebtedness of any Person for purposes of clause (g) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of the Borrower and the Subsidiaries shall exclude intercompany liabilities arising from their cash management, tax, and accounting operations and intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business. Notwithstanding the foregoing, the term "Indebtedness" shall not include (i) deferred or prepaid revenue, (ii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller, (iii) any obligations attributable to the exercise of appraisal rights or any settlements of claims related thereto, (iv) Indebtedness of any direct or indirect parent of the Borrower appearing on the balance sheet of the Borrower solely by reason of push down accounting under GAAP, (v) pension related obligations or (vi) obligations pursuant to the settlement of claims prior to the date of this Agreement.

"**Indemnified Taxes**" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"**Indemnitee**" has the meaning set forth in Section 9.03(b).

"**Ineligible Institution**" means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof or (d) any Loan Party or any of their Affiliates; *provided* that, with respect to clause (c), such holding company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (z) has assets greater than $25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business.

"**Information**" has the meaning set forth in Section 9.12(a).

"**Information Certificate**" has the meaning assigned to such term in the Collateral Agreement.

"**Intercompany Subordination Agreement**" has the meaning set forth in Section 6.01.

"**Interest Election Request**" has the meaning set forth in Section 2.05(b).

"**Interest Payment Date**" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and the Maturity Date, and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and the Maturity Date.

"**Interest Period**" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender, less than one month) thereafter, as the Borrower may elect; *provided* that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Interest Rate Determination Date**" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"**Interpolated Rate**" means, at any time, for any Impacted Interest Period, the rate *per annum* (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate which results from interpolating on a linear basis between:

(a) the applicable LIBO Screen Rate for the longest period (for which that LIBO Screen Rate is available) which is less than the Impacted Interest Period of that Loan; and

(b) the applicable LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) which exceeds the Impacted Interest Period of that Loan.

"**Investment**" means, as to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including Guarantees), advances or capital contributions (excluding accounts receivable, credit card and debit card receivables, trade credit, advances to customers, commission, travel and similar advances to employees, directors, officers, members of management, manufacturers and consultants, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person (excluding, in the case of the Borrower and its Restricted Subsidiaries, intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any roll over or extensions of terms) and made in the ordinary course of business), or the acquisition of another Person as the successor Person pursuant to the division of any Person that was not a wholly-owned Subsidiary prior to such division. For purposes of the covenants set forth in Sections 5.10 and 6.04:

(1) "Investments" shall include the portion (proportionate to the Borrower's Equity Interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the Borrower at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided* that upon re-designation of such Subsidiary as a Restricted Subsidiary, the Borrower shall be deemed to continue to have an "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(a) such Borrower's "Investment" in such Subsidiary at the time of such redesignation; less

(b) the portion (proportionate to such Borrower's Equity Interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by the Borrower or a Restricted Subsidiary in respect of such Investment.

"**IPO**" means a public sale of Qualified Equity Interests of the Borrower pursuant to an effective registration statement (other than on Form S-8 or any other form relating to securities issuable under any benefit plan of the Borrower or any of its Subsidiaries, as the case may be).

"**IRS**" means the United States Internal Revenue Service.

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"**ISP 98**" means, with respect to any Letter of Credit, the "**International Standby Practices 1998**" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be acceptable to the applicable Issuing Bank and in effect at the time of issuance of such Letter of Credit).

"**Issuing Bank**" means (i) Silicon Valley Bank, in its capacity as issuer of the Existing Letter of Credit, (ii) each Lender (or affiliate thereof) with a Letter of Credit Issuer Sublimit on Schedule 2.01 hereof, as Issuing Bank hereunder, and (iii) any other Lender (or affiliate thereof) that shall agree in writing, at the request of the Borrower and with the consent of the Administrative Agent (not to be unreasonably withheld), to become an "Issuing Bank," in each case together with its permitted successors and assigns in such capacity.

"**Joinder Agreement**" means a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower.

"**LCT Election**" has the meaning set forth in Section 1.06.

"**LCT Test Date**" has the meaning set forth in Section 1.06.

"**Lender Parent**" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"**Lender-Related Person**" has the meaning set forth in Section 9.03(c).

"**Lenders**" means the Persons listed on Schedule 2.01 hereof and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or a Joinder Agreement, in each case, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Issuing Banks.

"**Lending Office**" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

"**Letter of Credit**" means (a) a standby letter of credit issued or to be issued by an Issuing Bank pursuant to this Agreement in such form and substance as may be approved from time to time by the applicable Issuing Bank and (b) the Existing Letter of Credit.

"**Letter of Credit Disbursement**" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"**Letter of Credit Fee**" has the meaning set forth in Section 2.09(a).

"**Letter of Credit Issuer Sublimit**" means (a) with respect to each Issuing Bank as of the Effective Date, as set forth on Schedule 2.01 hereof, and (b) with respect to any other Issuing Bank, an amount as shall be agreed to by the Administrative Agent, such Issuing Bank and the Borrower; *provided* that the Letter of Credit Issuer Sublimit of any Issuing Bank may be modified if agreed in writing between the Borrower and such Issuing Bank and notified to the Administrative Agent.

"**Letter of Credit Sublimit**" means, as at any date of determination, the lesser of (a) the aggregate amount of the Letter of Credit Issuer Sublimit for each Issuing Bank (which, as of the Effective Date, is $50,000,000) and (b) the aggregate unused amount of the Revolving Commitments then in effect.

"**Letter of Credit Usage**" means, as at any date of determination, the sum of (a) the maximum aggregate amount which is, or at any time thereafter may become, available for drawing under all Letters of Credit then outstanding and (b) the aggregate amount of all drawings under Letters of Credit honored by an Issuing Bank and not theretofore reimbursed by or on behalf of the Borrower. The Letter of Credit Usage of any Lender at any time shall be such Lender's Applicable Percentage of the aggregate Letter of Credit Usage at such time.

"**Liabilities**" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

"**LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; *provided* that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "**Impacted Interest Period**") then the LIBO Rate shall be the Interpolated Rate.

"**LIBO Screen Rate**" means, for any day and time, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for dollars for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); *provided* that if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"**Lien**" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance in the nature of a security interest, charge in the nature of a security interest or security interest in, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"**Limited Conditionality Transaction**" means any acquisition not prohibited by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third-party financing or that requires the giving of irrevocable notice thereof prior to the consummation thereof.

"**Liquidity**" means, as of any date of determination, (a) Availability as of such date *plus* (b) Unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries on the balance sheet of the Borrower as of such date.

"**Loan Documents**" means this Agreement (including any amendment hereto or waiver hereunder), the Disclosure Letter (including any amendment or supplement thereto provided pursuant to the terms of this Agreement), the Notes (if any), any Joinder Agreement, the Guaranty, any instrument of joinder to the Guaranty delivered pursuant to Section 5.09 hereof, the Collateral Agreement, any supplement to the Collateral Agreement delivered pursuant to Section 5.09 hereof, the other Security Documents, the Fee Letter, any other agreement, instrument or document executed after the date hereof and designated by its terms as a Loan Document, and any agreements, documents or certificates executed by the Borrower in favor of the applicable Issuing Bank relating to Letters of Credit.

"**Loan Parties**" means the Borrower and any Guarantors.

"**Loans**" means the Revolving Loans.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, property, financial condition or results of operations of the Borrower and its Restricted Subsidiaries taken as a whole, (b) the ability of the Borrower or any other Loan Party to perform its payment obligations under any Loan Document to which it is a party and (c) the rights of or remedies, taken as a whole, available to the Agents and the Lenders under the terms of the Loan Documents.

"**Material Domestic Subsidiary**" means a Domestic Subsidiary that is a Wholly Owned Subsidiary and that is not an Immaterial Subsidiary or an Excluded Subsidiary.

"**Material Indebtedness**" means Indebtedness (other than any Indebtedness under the Loan Documents and other than Indebtedness among the Borrower and its Subsidiaries), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and its Restricted Subsidiaries in a principal amount exceeding $50,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Restricted Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"**Material IP Rights**" means any intellectual property rights of the Borrower or any Guarantor that are material to the business of the Borrower and its Restricted Subsidiaries taken as a whole.

"**Maturity Date**" means November 20, 2025, as such date may be extended pursuant to Section 2.20.

"**Maximum Rate**" has the meaning set forth in Section 9.13.

"**Measurement Period**" means, at any date of determination, the most recently completed four consecutive fiscal quarters of the Borrower ended on or prior to such date (taken as one accounting period) in which financial statements for each quarter or fiscal year in such period have been or were required to be delivered pursuant to Section 5.01(a) or (b).

"**Moody's**" means Moody's Investors Service, Inc., or any successor thereto.

"**Multiemployer Plan**" means any multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"**New Commitments**" has the meaning set forth in Section 2.18(a).

"**New Extending Lender**" has the meaning set forth in Section 2.20.

"**New Lender**" has the meaning set forth in Section 2.18(a).

"**New Loan**" has the meaning set forth in Section 2.18(b).

"**Non-Consenting Lender**" means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 9.02 and (ii) has been approved by the Required Lenders.

"**Non-Defaulting Lender**" means, at any time, each Lender that is not a Defaulting Lender at such time.

"**Note**" has the meaning set forth in Section 2.07(e).

"**NYFRB**" means the Federal Reserve Bank of New York.

"**NYFRB Rate**" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided*, *further*, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**NYFRB's Website**" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"**Obligations**" means (a) the due and punctual payment by the Borrower of (i) the principal of and interest at the applicable rate or rates provided in this Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans including all obligations in respect of the Letter of Credit Usage, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of the Borrower under or pursuant to this Agreement and each of the other Loan Documents, including obligations to reimburse Letter of Credit Disbursements and pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to each of the Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including interest and monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"**OFAC**" has the meaning set forth in Section 3.15(c).

"**Other Connection Taxes**" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising solely from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document). For the avoidance of doubt, Taxes described in clause (a)(i) of the definition of "Excluded Taxes" constitute Other Connection Taxes.

"**Other Taxes**" means all present or future stamp, court or documentary Taxes or any other excise, property, intangible, recording, filing or similar Taxes which arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement and/or any of the other Loan Documents; excluding, however, such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than such Taxes imposed with respect to an assignment that occurs as a result of the Borrower's request pursuant to Section 2.16(b)).

"**Overnight Bank Funding Rate**" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"**Pari Passu Intercreditor Agreement**" means an intercreditor agreement between the Administrative Agent and the agent, trustee or other representative of such Indebtedness permitted under Section 6.01(g) that is ranked pari passu in payment with the Obligations, which intercreditor agreement shall be reasonably satisfactory to the Administrative Agent and the Borrower.

"**Participant**" has the meaning set forth in Section 9.04(c)(i).

"**Participant Register**" has the meaning set forth in Section 9.04(c)(iii).

"**Participating Lender**" has the meaning set forth in Section 2.19(e).

"**PBGC**" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"**Permitted Acquisitions**" means any Investment described in clause (3) of the definition of "Permitted Investments."

"**Permitted Amendment**" means an amendment to this Agreement and, if applicable, the other Loan Documents, effected in connection with an extension of the Maturity Date pursuant to Section 2.20, applicable to all, or any portion of, the Loans and/or Commitments of any Extending Lenders and, providing for (a) a change in the Applicable Rate with respect to the Loans and/or Commitments of the Extending Lenders and/or (b) a change in the fees payable to, or the inclusion of new fees to be payable to, the Extending Lenders and/or (c) additional covenants or other provisions applicable only to periods after the latest Maturity Date at such time (it being understood that to the extent that any financial maintenance covenant or any other covenant is added for the benefit of any such Loans and/or Commitments, no consent shall be required by the Administrative Agent or any of the Lenders if such financial maintenance covenant or other covenant is either (i) also added for the benefit of any corresponding Loans and/or Commitments remaining outstanding after the issuance or incurrence of such Loans and/or Commitments or (ii) only applicable after the latest Maturity Date at such time).

"**Permitted Encumbrances**" means:

(a) Liens imposed by law for taxes, assessments or governmental charges or levies that are not overdue for more than 60 days or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, landlord's, supplier's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in good faith;

(c) Liens incurred and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations or employment laws or to secure other public, statutory or regulatory obligations and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of any Loan Party or any Restricted Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (c)(i) above;

(d) Liens incurred and deposits made to (i) secure the performance of bids, trade and commercial contracts, leases, statutory obligations, surety, customs and appeal bonds, performance

bonds and other obligations of a like nature, in each case incurred in the ordinary course of business and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Borrower or any Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (d)(i) above;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under Section 7.01(j) and Liens securing appeal or surety bonds related to such judgments;

(f) easements, encumbrances, rights-of-way, reservations, restrictions, restrictive covenants, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes building codes, encroachments, protrusions, zoning restrictions, and other similar encumbrances (including Liens in favor of Governmental Authorities) and minor title defects or other irregularities in title and survey exceptions affecting real property that, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;

(g) Uniform Commercial Code financing statements filed (or similar filings under applicable law) solely as a precautionary measure in connection with operating leases; and

(h) Liens resulting from, or Uniform Commercial Code financing statements filed (or similar filings under applicable law) as, any "fall back security" or precautionary measure in connection with any receivables securitization or factoring not prohibited hereby.

"**Permitted Holder**" means (a) the stockholders of the Borrower as of the Effective Date, (b) their Permitted Transferees, and (c) any group of which the Persons described in clauses (a) and/or (b) are members and any other member of such group; *provided* that the Persons described in clauses (a) and (b), without giving effect to the existence of such group or any other group, collectively own, directly or indirectly, Voting Equity Interests in such Person representing a majority of the aggregate votes entitled to vote for the election of directors of such Person having a majority of the aggregate votes on the board of directors of such Person owned by such group.

"**Permitted Investments**" means:

(1) any Investment by the Borrower or any of its Restricted Subsidiaries in the Borrower or any of its Restricted Subsidiaries; *provided* that the aggregate outstanding amount of Investments made in reliance on this clause (1) by Loan Parties in Restricted Subsidiaries that are not Guarantors shall not exceed, at the time such Investment is made, an aggregate amount outstanding equal to the greater of (x) $25,000,000 and (y) 25.0% of Consolidated Adjusted EBITDA for the Measurement Period at such time (with the amount of each Investment and Consolidated Adjusted EBITDA being measured at the time such Investment is made and without giving effect to subsequent changes in value, but subject to adjustment as set forth in the definition of "Investment");

(2) any Investment in Cash Equivalents;

(3) so long as (x) subject to Section 1.06, no Default or Event of Default has occurred or is continuing and (y) each Loan Party shall comply with the Collateral and Guarantee Requirement to the extent applicable (and subject to the time periods set forth in this Agreement), (A) any Investment by the Borrower or any of its Restricted Subsidiaries in a Person (including, to the extent constituting an Investment, to acquire assets of a Person that represent all or a majority of its assets or a division, business unit or product line, including research and development and

related assets in respect of any product (an "**Asset Acquisition**") and including any increase to an existing Investment resulting in full or majority ownership of such Person) if as a result of such Investment (other than any Asset Acquisition) such Person becomes a Restricted Subsidiary; or such Person, in one transaction or a series of related transactions, is amalgamated, merged or consolidated with or into, or transfers or conveys substantially all of its assets (or such division, business unit or product line) to, or is liquidated into, the Borrower or a Restricted Subsidiary and (B), in each case, any Investment held by such Person shall be permitted so long as such Investment held by such Person was not acquired by such Person in contemplation of such acquisition, merger, amalgamation consolidation or transfer; *provided* that the aggregate amount of consideration paid by Loan Parties in reliance on this clause (3) to acquire any Person that does not become a Loan Party shall not exceed at the time such Investment is made an aggregate amount outstanding equal to the greater of (x) $25,000,000 and (y) 25.0% of Consolidated Adjusted EBITDA for the Measurement Period at such time (with the amount of each Investment and Consolidated Adjusted EBITDA being measured at the time such Investment is made and without giving effect to subsequent changes in value, but subject to adjustment as set forth in the definition of "Investment");

(4) any Investment in securities or other assets not constituting Cash Equivalents and received in connection with a Disposition made pursuant to Section 6.05;

(5) any Investment existing on the Effective Date or made pursuant to binding commitments in effect on the Effective Date, in each case as listed in Schedule 6.04 to the Disclosure Letter, or an Investment consisting of any extension, modification, replacement, renewal or reinvestment of any such Investment or binding commitment existing on the Effective Date and listed in Schedule 6.04 to the Disclosure Letter; *provided* that the amount of any such Investment or binding commitment may be increased (a) as required by the terms of such Investment or binding commitment as in existence on the Effective Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities) or (b) as otherwise permitted under this Agreement;

(6) any Investment acquired by the Borrower or any of its Restricted Subsidiaries:

(i) consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business; or

(ii) in exchange for any other Investment, accounts receivable or endorsements for collection or deposit held by the Borrower or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of, or settlement of delinquent accounts of the issuer of such other Investment or accounts receivable (including any trade creditor or customer); or

(iii) in satisfaction of judgments against other Persons; or

(iv) as a result of a foreclosure by the Borrower or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default; or

(v) as a result of the receipt of non-cash consideration in the settlement of any other claims or litigation; or as dividends or distributions in respect of existing Investments in Equity Interests; *provided* that the Loan Parties have complied with all requirements under the Collateral Agreement or any other Security Document to the extent there are any further requirements required with respect to such Investments;

(7) Swap Agreements permitted under Section 6.01(j);

(8) Investments the payment for which consists of Equity Interests (other than Disqualified Equity Interests) of the Borrower or any of its direct or indirect parent companies; *provided*, that such Equity Interests will not increase the amount available under any other basket or exception set forth herein;

(9) (i) the Guaranty and any other Guarantee pursuant to the Loan Documents; and (ii) Guarantees of Indebtedness of the Borrower or its Restricted Subsidiaries that are permitted under Section 6.01;

(10) Investments consisting of purchases or other acquisitions of inventory, supplies, services, material or equipment or the licensing or contribution of intellectual property pursuant to joint marketing or similar arrangements with other Persons;

(11) other Investments; *provided* that the aggregate outstanding amount of Investments made in reliance on this clause (11) shall not exceed, at the time such Investment is made, an aggregate amount outstanding equal to the greater of (i) $100,000,000 and (ii) 25.0% of Consolidated Adjusted EBITDA for the Measurement Period at such time (with the amount of each Investment and Consolidated Adjusted EBITDA being measured at the time such Investment is made and without giving effect to subsequent changes in value but subject to adjustment as set forth in the definition of "Investment");

(12) loans and advances to, or guarantees of Indebtedness of, officers, directors, employees, consultants and members of management; *provided* that the aggregate outstanding amount of Investments made in reliance on this clause (12) shall not exceed, at the time such Investment is made, an aggregate amount outstanding equal to the greater of $10,000,000 and 10.0% of Consolidated Adjusted EBITDA for the Measurement Period at such time, in the aggregate (with the amount of each Investment being measured at the time such Investment is made and without giving effect to subsequent changes in the value but subject to adjustment as set forth in the definition of "Investment") (excluding, for the avoidance of doubt, loans and advances described in clause (13) of this definition);

(13) loans and advances to employees, directors, officers, managers and consultants (i) for business-related travel expenses, entertainment expenses, moving expenses and other similar expenses or payroll advances, in each case incurred in the ordinary course of business or consistent with past practices or (ii) to fund such Person's purchase of Equity Interests of the Borrower;

(14) any Investment in any Subsidiary or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business;

(15) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(16) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practices;

(17) earnest money deposits made in connection with any Investment otherwise permitted under this Agreement;

(18) deposits, prepayments and other credits to suppliers and deposits in connection with lease obligations, Taxes, insurance and similar items, in each case made in the ordinary course of business and securing contractual obligations of the Borrower or a Restricted Subsidiary, in each case to the extent constituting a Lien permitted under Section 6.02; and

(19) to the extent constituting Investments, Guarantees of leases (other than Capital Lease Obligations) or of other obligations not constituting Indebtedness of the Borrower and/or its Restricted Subsidiaries, in each case entered into in the ordinary course of business.

For purposes of determining whether an Investment is a Permitted Investment or is otherwise a Restricted Investment permitted to be made pursuant to Section 6.04, in the event that an Investment (or any portion thereof) at any time, whether at the time of making of such Investment or upon or subsequently, meets the criteria of more than one of the categories of Permitted Investments described in clauses (1) through (19) above or any other provision of Section 6.04, the Borrower may, in its sole discretion, classify such Investment (or any portion thereof) in any one or more of the types of Investments described in clauses (1) through (19) above or any other applicable clause in Section 6.04 and will only be required to include the amount and type of such Investment (or portion thereof) in such of the above clauses or clauses in Section 6.04 as determined by the Borrower at such time.

"**Permitted Transferee**" means, with respect to any Person that is a natural person (and any Permitted Transferee of such Person), (a) such Person's estate, heirs, Immediate Family Members, including his or her spouse, ex-spouse, children, step-children and their respective descendants and (b) any trust or other legal entity the beneficiary of which is such Person's immediate estate, heirs, family, including his or her spouse, ex-spouse, children, step-children or their respective descendants and which is controlled by such Person.

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"**Plan**" means any "employee pension benefit plan" as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which a Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"**Plan Asset Regulations**" means 29 CFR § 2510.3-101 et seq. as modified by Section 3(42) of ERISA, as amended from time to time

"**Prepayment Notice**" means a notice of prepayment in accordance with Section 2.08(b).

"**Prime Rate**" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest *per annum* interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted

therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"**Principal Office**" for each of the Administrative Agent and any Issuing Bank, means the office of the Administrative Agent and such Issuing Bank as set forth in Section 9.01(a), or such other office or office of a third party or sub-agent, as appropriate, as such Person may from time to time designate to Borrower and each Lender upon two Business Days' written notice.

"**Proceeding**" means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

"**Proposed Change**" has the meaning set forth in Section 9.02(e).

"**PTE**" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Company Costs**" means costs relating to compliance with the provisions of the Exchange Act (and any similar requirement of law under any other applicable jurisdiction), as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' and employees' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, listing fees and other costs associated with being a public company.

"**Purchase Money Indebtedness**" means Indebtedness incurred to finance the acquisition, construction, repair or improvement of any fixed or capital asset to the extent incurred prior to or within 270 days following such acquisition, construction, repair or improvement.

"**QFC**" has the meaning set forth in Section 9.19(b).

"**QFC Credit Support**" has the meaning set forth in Section 9.19.

"**Qualified Equity Interests**" means Equity Interests other than Disqualified Equity Interests.

"**Qualifying IPO**" means an IPO in which the Borrower raises at least $50,000,000 of gross primary proceeds.

"**Recipient**" means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, as applicable.

"**Reference Time**" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is LIBO Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not LIBO Rate, the time determined by the Administrative Agent in accordance with the then prevailing market convention for such purpose (as determined by the Administrative Agent) in its reasonable discretion.

"**Refinancing Indebtedness**" means refinancings, extensions, renewals, or replacements of Indebtedness so long as (a) such refinancings, renewals, or extensions do not result in an increase in the principal amount (or accreted value) of the Indebtedness so refinanced, renewed, or extended, other than by the amount equal to accrued and unpaid interest, premium or other amount paid, and fees and expenses

incurred (including any netted fees or other amounts payable or other discounts or reduced issuance or incurrence amounts in connection therewith), in connection with such refinancing, extensions, renewals or replacements and by the amount of unfunded commitments with respect thereto, (b) the final maturity date of the Refinancing Indebtedness is not earlier than the original Indebtedness being refinanced, (c) the Refinancing Indebtedness is incurred by Persons who are the obligors of the original Indebtedness being refinanced, and (d) if such original Indebtedness is permitted pursuant to Section 6.01(a) or 6.01(g), the terms of any such Refinancing Indebtedness (excluding interest rate and other economic terms) that are not substantially identical to the original Indebtedness being refinanced are not materially more favorable (taken as a whole) to the investors providing such Refinancing Indebtedness than those applicable to the original Indebtedness being refinanced (except for covenants or other provisions applicable only to periods after the Maturity Date existing at the time of incurrence of such Refinancing Indebtedness), as determined by the Borrower in good faith.

"**Register**" has the meaning set forth in Section 9.04(b)(iv).

"**Regulation D**" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"**Regulation T**" means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"**Reimbursement Date**" has the meaning set forth in Section 2.19(d).

"**Related Parties**" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, advisors, representatives and attorneys of such Person and such Person's Affiliates.

"**Relevant Governmental Body**" means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB or any successor thereto.

"**Required Lenders**" means, at any time, Lenders having more than 50% of the aggregate amount of the Revolving Commitments or, if the Revolving Commitments shall have been terminated, holding more than 50% of the aggregate outstanding principal amount of the Revolving Loans at such time. The Revolving Commitment and Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"**Resolution Authority**" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Responsible Officer**" means any of the Chief Executive Officer, Chief Financial Officer, General Counsel from time to time of the applicable Loan Party, or any person designated by any such Loan Party in writing to the Administrative Agent from time to time, acting singly.

"**Restricted Investment**" means any Investment that is not a Permitted Investment.

"Restricted Payment" means (i) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower, and (ii) any Restricted Investment.

"**Restricted Subsidiary**" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"**Reuters**" means, as applicable, Thomson Reuters Corp., Refinitiv, or any successor thereto.

"**Revolving Commitment**" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans hereunder and acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Loans hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06, (b) increased from time to time pursuant to Section 2.18, or (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Revolving Commitment as of the Effective Date is set forth on Schedule 2.01 hereof. The initial aggregate amount of the Lenders' Revolving Commitments as of the Effective Date is $280,000,000.

"**Revolving Loans**" means the revolving loans made by the Lenders to the Borrower pursuant to this Agreement.

"**S&P**" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business.

"**Sanctioned Country**" means, at any time, a country, region or territory which is, or whose government is, the subject or target of comprehensive Sanctions (including, without limitation, as of the date of this Agreement, Cuba, Iran, North Korea, Syria and Crimea).

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person organized or ordinarily resident in a Sanctioned Country or (c) any Person owned 50% or more by any such Person or Persons described in the foregoing clauses (a) or (b).

"**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"**SEC**" means the Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

"**Secured Cash Management Agreement**" means any Cash Management Agreement that is entered into by and between any Loan Party and any Cash Management Bank, or any Guarantee by any Loan Party of any Cash Management Agreement entered into by and between any Subsidiary and any Cash Management Bank, in each case to the extent that such Cash Management Agreement or such Guarantee, as applicable, is designated in writing by the Borrower and such Cash Management Bank to the Administrative Agent to be included as a Secured Cash Management Agreement.

"**Secured Obligations**" means the Obligations, together with (a) all obligations of the Borrower or any of its Restricted Subsidiaries in respect of any Secured Cash Management Agreement and (b) all obligations of the Borrower or any of its Restricted Subsidiaries in respect of any Secured Swap Agreement, other than any Excluded Swap Obligation.

"**Secured Parties**" means, collectively, the Administrative Agent, each Issuing Bank, each Lender, each Swap Bank that is party to any Secured Swap Agreement, each Cash Management Bank that is party to any Secured Cash Management Agreement, and the permitted successors and assigns of each of the foregoing.

"**Secured Swap Agreement**" means any Swap Agreement that is entered into by and between the Borrower or any of its Restricted Subsidiaries and any Swap Bank, or any Guarantee by the Borrower or any of its Restricted Subsidiaries of any Swap Agreement entered into by and between any Subsidiary and any Swap Bank. Notwithstanding the foregoing, for all purposes of the Loan Documents, any Guarantee of, or grant of any Lien to secure, any obligations in respect of a Secured Swap Agreement by a Guarantor shall not include any Excluded Swap Obligations.

"**Security Documents**" means the Collateral Agreement and each other document executed and delivered by any Loan Party pursuant to the Collateral and Guarantee Requirement, Section 4.01(a), Section 5.09, Section 5.12 or the other Security Documents to secure any of the Secured Obligations.

"**SOFR**" means, with respect to any Business Day, a rate *per annum* equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day.

"**SOFR Administrator**" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator's Website**" means the NYFRB's Website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"**Solvent**" means, with respect to the Borrower and its Subsidiaries on a particular date, that on such date (a) the fair value of the present assets of the Borrower and its Subsidiaries, taken as a whole, is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of the Borrower and its Subsidiaries, taken as a whole, (b) the present fair saleable value of the assets of the Borrower and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liability of the Borrower and its Subsidiaries, taken as a whole, on their debts as they become absolute and matured, (c) the Borrower and its Subsidiaries, taken as a whole, do not intend to, and do not believe that they will, incur debts or liabilities (including current obligations and contingent liabilities) beyond their ability to pay such debts and liabilities as they mature in the ordinary course of business and (d) the Borrower and its Subsidiaries, taken as a whole, are not engaged in business or a transaction, and are not about to engage in business or a transaction, in relation to which their property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5 (ASC 450)).

"**Specified Event of Default**" means an Event of Default of the type described in Section 7.01(a) or (b) or, with respect to the Borrower, a Bankruptcy Event.

"**Specified Representations**" means, in respect of any New Commitments the proceeds of which are to be used primarily to consummate a Limited Conditionality Transaction, (a) to the extent required by the Lenders providing such New Commitments, the representations and warranties set forth in Sections 3.01 (with respect to the Loan Parties), 3.02, 3.03(c), 3.08, 3.09, 3.14, 3.15(a), 3.15(b), and Sections 3.02(a) and 3.02(g) of the Collateral Agreement and (b) the representations and warranties contained in the acquisition agreement, if any, related to such Limited Conditionality Transaction as are material to the interests of the Lenders providing such New Commitments, but only to the extent that the Borrower or any of its Affiliates has the right to terminate its obligations under such acquisition agreement as a result of the failure of such representation or warranty to be accurate.

"**Specified Transaction**" means, with respect to any period, any Investment, acquisition, sale or other Disposition of assets, equity issuance, incurrence or repayment of Indebtedness, dividend or other distribution with respect to any Equity Interests or purchase, redemption, or termination of any Equity Interests that by the terms of the Loan Documents requires "pro forma compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a "pro forma basis."

"**Statutory Reserve Rate**" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D). Such reserve percentage shall include those imposed pursuant to Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"**Subsidiary**" means any subsidiary of the Borrower.

"**subsidiary**" means, with respect to any Person (the "**parent**") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent and which is required by GAAP to be consolidated in the consolidated financial statements of the parent.

"**Supported QFC**" has the meaning set forth in Section 9.19.

"**Swap Agreement**" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

"**Swap Bank**" means any Person that is (or an Affiliate thereof is) the Administrative Agent, an Arranger or a Lender on the Effective Date (or any Person that becomes the Administrative Agent, an Arranger or Lender or Affiliate thereof after the Effective Date) and that enters into a Swap Agreement, in each case, in its capacity as a party to such Swap Agreement. For the avoidance of doubt, any Swap Bank shall continue to be a Swap Bank with respect to the applicable Swap Agreement even if it ceases to be the Administrative Agent, an Arranger, Lender or Affiliate thereof after the Effective Date.

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Term SOFR**" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Term SOFR Notice**" means a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

"**Term SOFR Transition Event**" means the determination by the Administrative Agent in its reasonable discretion that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent and (c) a Benchmark Transition Event or an Early Opt-in Election, as applicable, has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.11 that is not Term SOFR.

"**Termination Date**" has the meaning set forth in Article 5.

"**Total Assets**" means the total assets of the Borrower and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of the Borrower delivered pursuant to Section 4.01(j) or Section 5.01(a) or 5.01(b).

"**Total Exposure**" means, for any Lender at any time, the sum of (a) the aggregate principal amount of all outstanding Loans of such Lender *plus* (b) such Lender's Applicable Percentage of the Letter of Credit Usage.

"**Total Leverage Ratio**" means, on any date, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated Adjusted EBITDA for the Measurement Period ending on such date.

"**Trade Date**" has the meaning set forth in Section 9.04(b)(ii)(E).

"**Transaction Costs**" means the payment of fees and expenses incurred in connection with Transactions occurring on the Effective Date.

"**Transactions**" means the execution, delivery and performance by the Loan Parties of each Loan Document to which it is a party, the borrowing of Loans and the issuance, amendment, extension or increase of Letters of Credit.

"**Type**" means, when used in reference to any Revolving Loan or Borrowing, whether the rate of interest on such Revolving Loan, or on the Revolving Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"**UCC**" or "**Uniform Commercial Code**" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, *however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Administrative Agent's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a U.S. jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"**UK Financial Institutions**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the applicable Benchmark Replacement Adjustment.

"**Unreimbursed Amount**" has the meaning set forth in Section 2.19(d).

"**Unrestricted**" means, when referring to cash or Cash Equivalents, that such cash or Cash Equivalents (a) do not appear (or would be required to appear) as "restricted" on the consolidated balance sheet of the Borrower and (b) to the extent the use thereof for the repayment of Indebtedness is not prohibited by law or any contract binding upon the Borrower or any Restricted Subsidiary.

"**Unrestricted Subsidiaries**" means any Subsidiary of the Borrower that at the time of determination has previously been designated, in each case to the extent such Subsidiary continues to be, an Unrestricted Subsidiary in accordance with Section 5.10.

"**U.S.**" and "**United States**" means the United States of America.

"**U.S. Person**" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"**U.S. Special Resolution Regimes**" has the meaning set forth in Section 9.19.

"**USA Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended from time to time.

"**Voting Equity Interests**" means Equity Interests that are entitled to vote generally for the election of directors to the board of directors (or the functional equivalent) of the issuer thereof. Shares of preferred stock that have the right to elect one or more directors to the board of directors of the issuer thereof only upon the occurrence of a breach or default by such issuer thereunder shall not be considered Voting Equity Interests as long as the directors that may be elected to the board of directors of the issuer upon the occurrence of such a breach or default represent a minority of the aggregate voting power of all directors of board of directors of the issuer. The percentage of Voting Equity Interests of any issuer thereof beneficially owned by a Person shall be determined by reference to the percentage of the aggregate voting power of all Voting Equity Interests of such issuer that are represented by the Voting Equity Interests beneficially owned by such Person.

"**Wholly Owned Restricted Subsidiary**" means any Restricted Subsidiary that is a Wholly Owned Subsidiary.

"**Wholly Owned Subsidiary**" means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors' qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by applicable requirements of law, rule or regulation) are, as of such date, owned, controlled or held by such Person or one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

"**Withdrawal Liability**" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"**Withholding Agent**" means any Loan Party, the Administrative Agent and any other applicable withholding agent.

"**Write-Down and Conversion Powers**" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan"). Borrowings also may be classified and referred to by Type (e.g., a "Eurodollar Borrowing").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such

amendments, amendments and restatements, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) except as otherwise specified with respect to the schedules to the Disclosure Letter, all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (f) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time.

Section 1.04 Accounting Terms; GAAP; Certain Calculations.

(a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision shall have been amended to account for any such change following good faith negotiations between the Borrower and the Administrative Agent. Notwithstanding the foregoing, all financial covenants contained herein shall be calculated (i) without giving effect to any election under the Statement of Financial Accounting Standards No. 159 (ASC 825) (or any similar accounting principle) permitting or requiring a Person to value its financial liabilities or Indebtedness at the fair value thereof and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 47020 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, Section 6.07, any Total Leverage Ratio test, the amount of Consolidated Adjusted EBITDA and/or Total Assets), such financial ratio or test shall be calculated at the time such action is taken (subject to Section 1.06), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(c) Notwithstanding anything to the contrary herein, with respect to any Indebtedness incurred in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (any such amounts, the "**Fixed Amounts**") substantially concurrently with any such Indebtedness incurred in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including, without limitation, Section 6.09, any Total Leverage Ratio test, the amount of Consolidated Adjusted EBITDA and/or Total Assets) (any such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence-Based Amounts.

Section 1.05 Electronic Execution of Documents. The words "execution," "signed," "signature," and words of like import in any Loan Document or any agreement entered into in connection therewith, including any Assignment and Assumption, or any notice, certificate or other instrument delivered in connection therewith shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 1.06 Limited Conditionality Transactions.

(a) In connection with any action being taken solely in connection with a Limited Conditionality Transaction, for purposes of:

(i) determining compliance with any provision of this Agreement which requires the calculation of the Total Leverage Ratio;

(ii) determining the accuracy of representations and warranties and/or whether a Default or Event of Default shall have occurred and be continuing (or any subset of Defaults or Events of Default), in each case other than for purposes of requesting a Borrowing hereunder; or

(iii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated Adjusted EBITDA or Total Assets or by reference to the Available Equity Amount);

in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Conditionality Transaction, an "**LCT Election**"), with such option to be exercised on or prior to the date of execution of the definitive agreements related to such Limited Conditionality Transaction, the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Conditionality Transaction are entered into (the "**LCT Test Date**"), and if, after giving pro forma effect to the Limited Conditionality Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness or Liens and the use of proceeds thereof) as if they had occurred at the beginning of the most recent Measurement Period, the Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with. Notwithstanding the foregoing, for the avoidance of doubt, each Borrowing hereunder shall be subject to the satisfaction of the conditions under Section 4.02 as of the date of such Borrowing except as expressly set forth in Section 2.18(a).

(b) For the avoidance of doubt, if the Borrower has made an LCT Election and any of the ratios or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated Adjusted EBITDA of the Borrower or the Person subject to such Limited Conditionality Transaction, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations; however, if any ratios improve or baskets increase as a result of such fluctuations, such improved ratios or baskets may be utilized. If the Borrower has made an LCT Election for any Limited Conditionality Transaction, then in connection with any subsequent calculation of the incurrence ratios subject to the LCT Election on or following the relevant LCT Test Date and prior to the earlier of (i) the date on which such Limited Conditionality Transaction is consummated or (ii) the date that the definitive agreement for such Limited Conditionality Transaction is terminated or expires without

consummation of such Limited Conditionality Transaction, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Conditionality Transaction and other transactions in connection therewith (including any incurrence of Indebtedness or Liens and the use of proceeds thereof) have been consummated.

Section 1.07 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.08 Interest Rates; LIBOR Notification. The interest rate on Eurodollar Loans is determined by reference to the LIBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "**IBA**") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. Upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, Sections 2.11(b) and (c) provide the mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.11(e), of any change to the reference rate upon which the interest rate on Eurodollar Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.11(b) or (c), whether upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.11(d)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

ARTICLE 2

THE CREDITS

Section 2.01 Revolving Commitments. Subject to the terms and conditions set forth herein, each Lender (acting through any of its branches or affiliates) severally agrees to make Revolving Loans in dollars to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in (a) the aggregate outstanding principal amount of such Lender's Revolving Loans exceeding such Lender's Revolving Commitment, (b) the Aggregate Total Exposure exceeding the total Revolving Commitments or (c) any Lender's Total Exposure exceeding such Lender's Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

Section 2.02 Revolving Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders in accordance with their respective Applicable Percentages. The failure of any Lender to make any Revolving Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; *provided* that the Revolving Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Revolving Loans as required.

(b) Subject to Section 2.11, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; *provided* that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Commitments or that is required to finance the reimbursement of a Letter of Credit Disbursement pursuant to Section 2.19(d). Borrowings of more than one Type may be outstanding at the same time; *provided* that there shall not at any time be more than a total of ten Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03 Requests for Borrowings. To request a Borrowing, the Borrower shall deliver to the Administrative Agent a written Borrowing Request in substantially the form of Exhibit B attached hereto and signed by the Borrower by email or other electronic transmission (a) in the case of a Eurodollar Borrowing, not later than noon, New York City time, three Business Days before the date of the proposed Borrowing, or (b) in the case of an ABR Borrowing, not later than noon (New York City time), on the date of the proposed Borrowing. Each such written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the account or accounts to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent

shall advise each Lender of the details thereof and of the amount of such Lender's Revolving Loan to be made as part of the requested Borrowing. Except as otherwise provided herein or agreed by the Administrative Agent, a Borrowing Request for a Eurodollar Borrowing shall be irrevocable on and after the related Interest Rate Determination Date, and the Borrower shall be bound to make a borrowing in accordance therewith. As soon as practicable after 10:00 a.m., New York City time, on each Interest Rate Determination Date, the Administrative Agent shall determine (which determination shall, absent manifest error, be final, conclusive and binding upon all parties) the interest rate that shall apply to the Eurodollar Borrowing for which an interest rate is then being determined for the applicable Interest Period and shall promptly give notice thereof (in writing by email or other electronic communication) to Borrower and each Lender.

Section 2.04 Funding of Borrowings.

(a) Each Lender shall make each Revolving Loan to be made by it hereunder on the proposed date thereof solely by wire transfer of immediately available funds by 2:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Revolving Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account or accounts designated by the Borrower in the applicable Borrowing Request; *provided* that ABR Revolving Loans made to finance the reimbursement of a Letter of Credit Disbursement as provided in Section 2.19(d) shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Administrative Agent may assume that such Lender has made such Applicable Percentage available on such date in accordance with paragraph (a) of this Section 2.04 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its Applicable Percentage of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Revolving Loan included in such Borrowing.

Section 2.05 Interest Elections.

(a) Each Borrowing of Revolving Loans initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.05. Subject to the limitation set forth in Section 2.02(c), the Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated among the Lenders holding the Revolving Loans comprising such Borrowing in accordance with their respective Applicable Percentages, and the Revolving Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section 2.05, the Borrower shall deliver to the Administrative Agent a written request (an "**Interest Election Request**") in substantially the form of

Exhibit C attached hereto and signed by the Borrower by email or other electronic transmission by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election.

(c) Each written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (ii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing. Except as otherwise provided herein, an Interest Election Request for conversion to, or continuation of, any Eurodollar Borrowing shall be irrevocable on and after the related Interest Rate Determination Date, and the Borrower shall be bound to effect a conversion or continuation in accordance therewith.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Eurodollar Borrowing with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.06 Termination and Reduction of Revolving Commitments.

(a) Unless previously terminated, the Revolving Commitments shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Revolving Commitments, in each case, without premium or penalty; *provided* that (i) each partial reduction of the Revolving Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000 and (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.08, the sum of the Aggregate Total Exposure would exceed the total Commitments.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) of this Section 2.06 at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.06 shall be irrevocable; *provided* that a notice of termination of the Revolving Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or another transaction, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments shall be permanent. Each reduction of the Revolving Commitments shall be applied to the Lenders in accordance with their respective Applicable Percentages.

(d) If, after giving effect to any reduction of the Revolving Commitments, the Letter of Credit Sublimit exceeds the amount of the Revolving Commitments, such Letter of Credit Sublimit shall be automatically reduced by the amount of such excess.

Section 2.07 Repayment of Revolving Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Revolving Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Revolving Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section 2.07 shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein (absent manifest error); *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Revolving Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Revolving Loans made by it be evidenced by a promissory note (each such promissory note being called a "**Note**" and all such promissory notes being collectively called the "**Notes**"). In such event, the Borrower shall prepare, execute and deliver to such Lender a Note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in substantially the form of Exhibit D attached hereto. Thereafter, the Revolving Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.08 Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty (subject to the requirements of Section 2.13), subject to prior notice in accordance with paragraph (b) of this Section 2.08.

(b) The Borrower shall notify the Administrative Agent in writing by a Prepayment Notice in substantially the form of Exhibit K attached hereto by email or other electronic transmission of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than noon, New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than noon, New York City time, on the date of prepayment. Each such Prepayment Notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; *provided* that, if a Prepayment Notice is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.06, then such Prepayment Notice may be revoked if such notice of termination is revoked in accordance with Section 2.06. Promptly following receipt of any such Prepayment Notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Revolving Loans of the Lenders in accordance with their respective Applicable Percentages. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10 and shall be subject to Section 2.13.

(c) Any prepayment of any Loan pursuant to this Section 2.08 shall be applied as specified by the Borrower in the applicable Prepayment Notice.

(d) If for any reason the Aggregate Total Exposure at any time exceeds the aggregate Revolving Commitments at such time, the Borrower shall immediately prepay Revolving Loans and/or Letter of Credit Disbursements and/or Cash Collateralize the outstanding Letters of Credit (other than the Letter of Credit Disbursements) in an aggregate amount equal to such excess.

Section 2.09 Fees.

(a) The Borrower agrees to pay (or in the case of clause (ii) below, cause the Applicable Account Party to pay) to the Administrative Agent for the account of each Lender (other than any Defaulting Lender) in accordance with such Lender's Applicable Percentage (i) a commitment fee (the "**Commitment Fee**"), which shall accrue at the applicable percentage set forth in the definition of "Applicable Rate" on the average daily difference between (x) the Revolving Commitments and (y) the aggregate principal amount of (1) all outstanding Revolving Loans *plus* (2) the Letter of Credit Usage and (ii) a Letter of Credit participation fee (the "**Letter of Credit Fee**"), which shall accrue at the Applicable Rate with respect to Eurodollar Borrowings on the average daily undrawn amount of the Letters of Credit (regardless of whether any conditions for drawing could then be met and determined as of the close of business on any date of determination), in each case, during the Availability Period. Accrued fees under this Section 2.09(a) shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on December 31, 2020; *provided* that any commitment fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. All fees under this Section 2.09(a) shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay (or cause the Applicable Account Party to pay) directly to each Issuing Bank, for its own account, the following fees:

(i) a fronting fee equal to 0.125% *per annum* (or such other amount as may be separately agreed between the Borrower and the applicable Issuing Bank), based on the average daily undrawn amount on such Letters of Credit issued by such Issuing Bank; and

(ii) such documentary and processing charges for any issuance, amendment, transfer or payment of a Letter of Credit as are in accordance with such Issuing Bank's standard schedule for such charges and as in effect at the time of such issuance, amendment, transfer or payment, as the case may be.

The fees in clause (b)(i) above shall be payable quarterly in arrears on the last day of March, June, September and December of each year during the Availability Period, commencing on the first such date to occur after the Effective Date, and on the earlier of the Maturity Date and the date of termination of the Revolving Commitments.

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed between the Borrower and the Administrative Agent, including those set forth in the Fee Letter.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the parties specified herein. Fees paid shall not be refundable under any circumstances.

Section 2.10 Interest.

(a) The Revolving Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate *plus* the Applicable Rate.

(b) The Revolving Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate.

(c) Notwithstanding the foregoing, upon the occurrence and during the continuance of a Specified Event of Default and, at the request of Required Lenders, any other Event of Default, all overdue amounts outstanding hereunder shall bear interest, after as well as before judgment, at a rate *per annum* equal to (i) in the case of overdue principal of any Loan, 2% *plus* the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section 2.10 or (ii) in the case of any other overdue amount, 2% *plus* the rate applicable to ABR Loans as provided in paragraph (a) of this Section 2.10.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments; *provided* that (i) interest accrued pursuant to paragraph (c) of this Section 2.10 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) The Borrower agrees to pay to the applicable Issuing Bank, with respect to drawings honored under any Letter of Credit, interest on the amount paid by such Issuing Bank in respect of each such honored drawing from the date such drawing is honored to but excluding the date such amount is reimbursed by or on behalf of the Borrower at a rate equal to (i) for the period from the date such drawing is honored to but excluding the applicable Reimbursement Date, the rate of interest otherwise payable hereunder with respect to Loans that are ABR Loans, and (ii) thereafter, a rate which is 2% *per annum* in excess of the rate of interest otherwise payable hereunder with respect to Loans that are ABR Loans or Eurodollar Loans (as applicable).

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, and such determination shall be conclusive absent manifest error.

Section 2.11 Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e), (f) and (g) of this Section 2.11, if prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(i) the Administrative Agent reasonably determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period; *provided* that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Agreement shall be deemed not to be a "Loan Document" for purposes of this Section 2.11), if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph (c), if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; *provided* that, this clause (c) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term SOFR Notice. For the avoidance of doubt, the Administrative Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may do so in its sole discretion.

(d) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(e) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent, the Borrower or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.11 or in any related definitions.

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or LIBO Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability

Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

Section 2.12 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank (except any such reserve requirement reflected in the Adjusted LIBO Rate);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of "Excluded Taxes" and (C) Connection Income Taxes) in respect of its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender, any Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans made by such Lender or such Issuing Bank,

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting to or maintaining any Loan (or of maintaining its obligation to make any such Loan) or issuing, amending, extending, increasing or maintaining in place a Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender, Issuing Bank or other Recipient hereunder (whether of principal, interest or otherwise), then promptly following the request of such Lender (accompanied by the certificate referred to in clause (c) below), Issuing Bank or other Recipient, the Borrower will pay to such Lender, Issuing Bank or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Bank or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital adequacy or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments hereunder or the Loans made by such Lender or the Letter of Credit issued by such Issuing Bank to a level below that which such Lender or such Lender's holding company or such Issuing Bank or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity requirements), then from time to time the Borrower will, promptly after receipt of a written request by any Lender affected by any such event (which request shall be accompanied by the certificate referred to in clause (c) below), pay to such Lender or such Issuing Bank such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its respective holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.12 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section 2.12 shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section 2.12 for any increased costs or reductions incurred more than six months prior to the date that such Lender or such Issuing Bank notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefore; *provided*, *further*, that, if the Change in Law giving rise to such increased costs or reductions is retroactive (or has retroactive effect), then the six-month period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.13 Break Funding Payments. In the event of (a) the payment or prepayment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.08(b) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.16, then, in any such event, the Borrower shall, promptly after receipt of a written request by any Lender affected by any such event (which request shall be accompanied by the certificate referred to below), compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.13 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.14 Taxes.

(a) For purposes of this Section 2.14, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

(b) All payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by law. If any applicable law (as determined in the good faith discretion of the applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by any applicable Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding of such Indemnified Taxes has been made (including such deductions and withholdings applicable to additional sums payable under this

Section 2.14) the applicable Lender (or, in the case of payments made to the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no deduction or withholding for Indemnified Taxes been made.

(c) The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law or, at the option of the Administrative Agent, timely reimburse it for the payment of any Other Taxes.

(d) The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) paid or payable by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. For the avoidance of doubt, no Loan Party shall be required to pay any amount under this Section 2.14(d) with respect to Other Taxes paid or reimbursed by a Loan Party pursuant to Section 2.14(c).

(e) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.14, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding (including backup withholding) or information reporting requirements.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender, if it is legally eligible to do so, shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter as required by law or upon the reasonable request of the Borrower or the Administrative Agent), two executed originals of whichever of the following is applicable:

(a) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, two executed copies of IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(b) IRS Form W-8ECI;

(c) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) certificates substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code, and that no payments under any Loan Documents are effectively connected with the Foreign Lender's conduct of a U.S. trade or business (a "**U.S. Tax Compliance Certificate**") and (y) IRS Form W-8BEN-E or IRS Form W-8BEN; or

(d) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or a participating Lender), IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E or IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of such direct or indirect partner(s);

(C) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made, if any; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such

documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA, and to determine the amount to deduct and withhold, if any, from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly update such documentation or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

Each Lender hereby authorizes the Administrative Agent to deliver to the Borrower and to any successor Administrative Agent any documentation provided by the Lender to the Administrative Agent pursuant to this Section 2.14(f). Notwithstanding anything to the contrary in this Section 2.14, a Lender shall not be required to deliver any documentation pursuant to this Section 2.14(f) that such Lender is not legally eligible to deliver.

(g) If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.14 (including by the payment of additional amounts pursuant to this Section 2.14), it shall pay to the applicable Loan Party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.14 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such Loan Party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.14(g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.14(g), in no event will the indemnified party be required to pay any amount to any Loan Party pursuant to this Section 2.14(g), the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.14(g) shall not be construed to require any Lender or the Administrative Agent to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(h) Each party's obligations under this Section 2.14 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.15 Payments Generally; Pro Rata Treatment; Sharing of Set-Off.

(a) The Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of Letter of Credit Disbursements, or of amounts payable under Sections 2.12, 2.13 or 2.14, or otherwise) prior to 1:00 p.m., New York City time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed, solely for purposes of calculating fees and interest hereunder, to have been received on the next succeeding Business

Day. All such payments shall be made to the Administrative Agent at its Principal Office and except that payments pursuant to Sections 2.12, 2.13 or 2.14 and Section 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment or performance hereunder shall be due on a day that is not a Business Day, the date for payment or performance shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder of principal or interest in respect of any Loan or Letter of Credit shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed Letter of Credit Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed Letter of Credit Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed Letter of Credit Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in Letter of Credit Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in Letter of Credit Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in Letter of Credit Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in Letter of Credit Disbursements; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans and any participations in Letter of Credit Disbursements to any assignee or participant. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation. For purposes of clause (b) of the definition of "Excluded Taxes," a Lender that acquires a participation pursuant to this Section 2.15 shall be treated as having acquired such participation on the earlier date on which it acquired the Loan, Letter of Credit or Commitment with respect to which such participation relates.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender or any Issuing Bank shall fail to make any payment required to be made by it pursuant to Section 2.04(b) or paragraph (d) of this Section 2.15, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender or such Issuing Bank, as the case may be, to satisfy such Lender's or such Issuing Bank's, as applicable, obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.16 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any Indemnified Tax or additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or Section 2.14, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.12, (ii) the Borrower is required to pay any Indemnified Tax or additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14 or (iii) any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (A) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions and consents contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.12 or Section 2.14) and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (1) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld or delayed, (2) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letter of Credit Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents, from the assignee (to the extent of such outstanding principal and accrued interest and fees so assigned) or the Borrower (in the case of all other amounts so assigned), (3) in the case of any such assignment resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments, (4) such assignment does not conflict with applicable law, and (5) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, (x) the applicable assignee shall have consented to, or shall consent to, the applicable amendment, waiver or consent and (y) the Borrower exercises its rights pursuant to this clause (b) with respect to all Non-Consenting Lenders relating to the applicable amendment, waiver or consent or (B) terminate the Revolving Commitments of such Lender and prepay any outstanding principal of its Loans and any accrued and unpaid interest or fees owing to such Lender as of the date of such termination, in each case on a non-pro rata basis. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed

to have consented to and be bound by the terms thereof; *provided* that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender; *provided* that any such documents shall be without recourse to or warranty by the parties thereto.

(c) Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender, as assignor, any Assignment and Assumption necessary to effectuate any assignment of such Lender's interests hereunder in the circumstances contemplated by this Section 2.16.

Section 2.17 Defaulting Lenders.

(a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders" and in Section 9.02.

(ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article 7 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Issuing Banks hereunder; *third*, to Cash Collateralize the Issuing Banks' Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.19(i); *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released pro rata in order to satisfy (x) such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Banks' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with the procedures set forth in Section 2.19(i); *sixth*, to the payment of any amounts owing to the Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Lender or any Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans or Letter of Credit Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans, and funded and unfunded participations in Letters of Credit, were made when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans and Letter of Credit Disbursements to all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans or Letter of Credit Disbursements of such Defaulting Lender until such time as all Loans and funded and

unfunded participations in Letter of Credit Obligations, without giving effect to Section 2.17(a)(iv), are held by the Lenders pro rata in accordance with the Revolving Commitments without giving effect to Section 2.17(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.17 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) (A) No Defaulting Lender shall be entitled to receive any commitment fee pursuant to Section 2.09 for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) With respect to any Commitment Fee or Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letters of Credit that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each Issuing Bank the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Bank's Fronting Exposure to such Defaulting Lender and (z) not be required to pay the remaining amount of any such fee.

(iv) (A) Reallocation of Participations to Reduce Fronting Exposure. So long as no Default or Event of Default has occurred and is continuing and the conditions set forth under Section 4.02 are satisfied, all or any part of such Defaulting Lender's participation in Letters of Credit shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Revolving Commitment) but only to the extent that such reallocation does not cause the Total Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent, Cash Collateralize for the benefit of the applicable Issuing Bank only the Borrower's obligations corresponding to such Defaulting Lender's Letter of Credit Usage (after giving effect to any partial reallocation pursuant to clause (A) above) in accordance with the procedures set forth in Section 2.19 for so long as such Letter of Credit Usage is outstanding;

(C) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's Letter of Credit Usage pursuant to clause (B) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.09(a)(ii) with respect to such Defaulting Lender's Letter of Credit Usage during the period such Defaulting Lender's Letter of Credit Usage is Cash Collateralized;

(D) if the Letter of Credit Usage of the non-Defaulting Lenders is reallocated pursuant to clause (A) above, then the fees payable to the Lenders pursuant to Section 2.09(a)(ii) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(E) if all or any portion of such Defaulting Lender's Letter of Credit Usage is neither reallocated nor Cash Collateralized pursuant to clause (A) or (B) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all fees payable under Section 2.09(a)(ii) with respect to such Defaulting Lender's Letter of Credit Usage shall be payable to the applicable Issuing Bank until and to the extent that such Letter of Credit Usage is reallocated and/or Cash Collateralized.

(b) If the Borrower, the Administrative Agent and the Issuing Banks agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their respective Applicable Percentages, without giving effect to Section 2.17(a)(iv), whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided*, *further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) If a Bankruptcy Event or a Bail-In Action with respect to Lender Parent shall occur following the date hereof and for so long as such event shall continue or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless such Issuing Bank shall have entered into arrangements with the Borrower or such Lender, reasonably satisfactory to such Issuing Bank, to defease any risk to it in respect of such Lender hereunder.

Section 2.18 Incremental Facility.

(a) The Borrower may from time to time by written notice to the Administrative Agent elect to request prior to the Maturity Date, one or more increases to the existing Revolving Commitments (any such increase, the "**New Commitments**"), by an amount, when aggregated with the principal amount of Indebtedness incurred pursuant to Section 6.01(g), not in excess of the Incremental Available Amount (determined as of the date of effectiveness of such New Commitments, subject to Section 1.06) in the aggregate and not less than $10,000,000 individually (or such lesser amount which shall be approved by the Administrative Agent or such lesser amount that shall constitute the difference between the Incremental Available Amount on such date and all such New Commitments and Indebtedness incurred pursuant to Section 6.01(g) obtained prior to such date), and integral multiples of $1,000,000 in excess of that amount. Each such notice shall specify (A) the date (each, an "**Increased Amount Date**") on which the Borrower proposes that the New Commitments shall be effective, which shall be a date not less than 10 Business Days (or such shorter period as the Administrative Agent may agree in its reasonable discretion) after the date on which such notice is delivered to the Administrative Agent and which may be contingent upon the closing of an acquisition or other transaction and (B) the identity of each Lender or other Person that is an Eligible Assignee, subject to approval thereof by the Administrative Agent and the Issuing Banks in the case of a Person that is not a Lender, to the extent such approval is required in the case of an assignment to such Person pursuant to such Section 9.04(b) (such approval not to be unreasonably withheld or delayed) (each, a "**New Lender**"), to whom the Borrower proposes any portion of such New Commitments be allocated and the amounts of such allocations (it being understood that the identity of such Lenders or other Persons may be amended after the date of such notice so long as the approval requirements of this clause

(B), if any, are satisfied); *provided* that any Lender approached to provide all or a portion of the New Commitments may elect or decline, in its sole discretion, to provide a New Commitment. Such New Commitments shall become effective as of such Increased Amount Date; *provided* that (1) on such Increased Amount Date before or after giving effect to such New Commitments, each of the conditions set forth in Section 4.02 shall be satisfied (subject to Section 1.06 and, in the case of any New Commitments the proceeds of which are to be used primarily to consummate a Limited Conditionality Transaction substantially concurrently with the effectiveness of such New Commitments, to the extent agreed to by the Borrower and the Lenders providing such New Commitments, (x) the only representations and warranties the accuracy of which shall be a condition to the effectiveness of such New Commitments shall be the Specified Representations, and (y) the condition set forth in Section 4.02(b) shall be tested on the date the acquisition agreement with respect to such Limited Conditionality Transaction is signed (*provided* that, on the date such New Commitments are effective, no Specified Event of Default shall exist or result therefrom)); (2) the New Commitments shall be effected pursuant to one or more Joinder Agreements executed and delivered by the Borrower, the New Lenders and the Administrative Agent, and each of which shall be recorded in the Register and each New Lender shall be subject to the requirements set forth in Section 2.14; (3) the Borrower shall make any payments required pursuant to Sections 2.12 and 2.13 in connection with the New Commitments; and (4) the Borrower shall deliver or cause to be delivered any customary legal opinions or other documents reasonably requested by the Administrative Agent in connection with any such transaction.

(b) On any Increased Amount Date on which New Commitments are effected, subject to the satisfaction of the foregoing terms and conditions, (i) each of the Lenders shall assign to each of the New Lenders, and each of the New Lenders shall purchase from each of the Lenders, at the principal amount thereof (together with accrued interest), such interests in the Revolving Loans and Letter of Credit Usage outstanding on such Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans and participation interests in Letter of Credit Usage will be held by existing Lenders and New Lenders ratably in accordance with their Revolving Commitments after giving effect to the addition of such New Commitments to the Revolving Commitments, (ii) each New Commitment shall be deemed for all purposes a Revolving Commitment and each Revolving Loan made thereunder (a "**New Loan**") shall be deemed, for all purposes, a Revolving Loan, and (iii) each New Lender shall become a Lender for all purposes hereunder.

(c) The Administrative Agent shall notify the Lenders promptly upon receipt of the Borrower's notice of each Increased Amount Date and in respect thereof (i) the New Commitments and the New Lenders, and (ii) the respective interests in such Lender's Revolving Loans and participation interests in Letter of Credit Usage, in each case subject to the assignments contemplated by this Section 2.18.

(d) The terms and provisions (including pricing) of the New Loans shall be identical to the existing Loans. Notwithstanding anything in Section 9.02 to the contrary, each Joinder Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate in the opinion of the Administrative Agent to effect the provisions of this Section 2.18.

Section 2.19 Letters of Credit.

(a) Letters of Credit. During the Availability Period, subject to the terms and conditions hereof, the Issuing Banks agree to issue Letters of Credit (or amend, extend or increase an outstanding Letter of Credit) at the request of the Borrower or the Borrower on behalf of any Subsidiary for the account of the Borrower or any Subsidiary, as applicable (the "**Applicable Account Party**"), up to but not exceeding the Letter of Credit Sublimit and denominated in dollars; *provided* (i) the stated amount of each Letter of Credit shall not be less than $50,000 or, in each case, such lesser amount as is acceptable to the

applicable Issuing Bank; (ii) after giving effect to such issuance or increase, in no event shall (x) the Aggregate Total Exposure exceed the Revolving Commitments then in effect or (y) any Lender's Total Exposure exceed such Lender's Revolving Commitment; (iii) after giving effect to such issuance or increase, in no event shall the Letter of Credit Usage exceed the Letter of Credit Sublimit then in effect; (iv) after giving effect to such issuance or increase, unless otherwise agreed to by the applicable Issuing Bank in writing, in no event shall the Letter of Credit Usage with respect to the Letters of Credit issued by such Issuing Bank exceed the Letter of Credit Issuer Sublimit of such Issuing Bank then in effect; and (v) in no event shall any Letter of Credit have an expiration date later than the earlier of (A) the fifth Business Day prior to the Maturity Date and (B) the date which is twelve months from the original date of issuance of such Letter of Credit. Subject to the foregoing, the applicable Issuing Bank may agree that a Letter of Credit will automatically be extended for one or more successive periods not to exceed one year each, unless the applicable Issuing Bank elects not to extend for any such additional period and provides notice to that effect to the Borrower and the Applicable Account Party; *provided* that such Issuing Bank shall not extend any such Letter of Credit if it has received written notice that an Event of Default has occurred and is continuing at least one Business Day prior to the last Business Day that such Issuing Bank may elect not to allow such extension; *provided*, *further*, if any Lender is a Defaulting Lender, the Issuing Banks shall not be required to issue, amend, extend or increase any Letter of Credit unless the applicable Issuing Bank has entered into arrangements satisfactory to it and the Borrower to eliminate such Issuing Bank's risk with respect to the participation in Letters of Credit of such Defaulting Lender, including by Cash Collateralizing such Defaulting Lender's Applicable Percentage of the Letter of Credit Usage at such time on terms satisfactory to the applicable Issuing Bank. Unless otherwise expressly agreed by the applicable Issuing Bank, the Borrower and the Applicable Account Party when a Letter of Credit is issued, the rules of the ISP 98 or UCP 600, as applicable, shall apply to each Letter of Credit.

(b) Notice of Issuance; Certain Conditions.

(i) Whenever an Applicable Account Party desires the issuance or amendment of a Letter of Credit, it shall deliver to each of the Administrative Agent and the applicable Issuing Bank an Application in use by the applicable Issuing Bank at that time no later than 1:00 p.m. (New York City time) at least five Business Days in advance of the proposed date of issuance or amendment or such shorter period as may be agreed to by the applicable Issuing Bank in any particular instance. Such Application shall be accompanied by documentary and other evidence of the proposed beneficiary's identity as may reasonably be requested by the applicable Issuing Bank to enable the applicable Issuing Bank to verify the beneficiary's identity or to comply with any applicable laws or regulations, including, without limitation, the USA Patriot Act or as otherwise customarily requested by the applicable Issuing Bank. Upon satisfaction or waiver of the conditions set forth in Section 4.02 and subject to the terms and conditions set forth in this Section 2.19, the applicable Issuing Bank shall issue, amend, extend or increase the requested Letter of Credit subject to no violation of any of, and only in accordance with, the Issuing Bank's standard operating procedures and policies as in effect from time to time. Upon the issuance of any Letter of Credit or amendment, extension or increase thereof, the applicable Issuing Bank shall promptly notify the Administrative Agent, and the Administrative Agent shall promptly notify each Lender with a Revolving Commitment of such issuance, which notice from the Administrative Agent shall be accompanied by a copy of such Letter of Credit or amendment, extension or increase thereof and the amount of such Lender's respective participation in such Letter of Credit pursuant to Section 2.19(e).

(ii) An Issuing Bank shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any law applicable to such Issuing Bank shall prohibit, or require that such

Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense that was not applicable on the Effective Date and that such Issuing Bank in good faith deems material to it; or

(B) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally.

(c) Responsibility of the Issuing Banks With Respect to Requests for Drawings and Payments. In determining whether to honor any drawing under any Letter of Credit by the beneficiary(ies) thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit. As between the Borrower, the Applicable Account Party and the applicable Issuing Bank, the Borrower and the Applicable Account Party assume all risks of the acts and omissions of, or misuse of the Letters of Credit issued by the applicable Issuing Bank or the proceeds thereof, by the respective beneficiaries of such Letters of Credit; *provided*, *however*, the foregoing does not limit any of the Borrower's or the Applicable Account Party's rights against any such beneficiary. In furtherance and not in limitation of the foregoing, an Issuing Bank shall not be responsible or have any liability for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) failure of the beneficiary of any such Letter of Credit to comply fully with any conditions required in order to draw upon such Letter of Credit; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by any beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; (viii) for any other action or inaction taken or suffered by such Issuing Bank under or in connection with any such Letter of Credit, if required or permitted under any applicable domestic or foreign law or letter of credit practice; or (ix) any consequences arising from causes beyond the control of such Issuing Bank, including any Governmental Acts; none of the above shall affect or impair, or prevent the vesting of, any of such Issuing Bank's rights or powers hereunder or place such Issuing Bank under any liability to the Borrower or any Applicable Account Party. Without limiting the foregoing and in furtherance thereof, any action taken or omitted by an Issuing Bank under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in "good faith" (as such term is defined in Article 5 of the New York Uniform Commercial Code), shall not give rise to any liability on the part of the Issuing Bank to the Borrower, any Applicable Account Party or any party to this Agreement. Notwithstanding anything to the contrary contained in this Section 2.19(c), the applicable Issuing Bank shall not be excused from liability to the Borrower or the Applicable Account Party to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower or the Applicable Account Party that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly

agree that, in the absence of gross negligence, bad faith or willful misconduct on the part of the Issuing Bank (as determined by a final, non-appealable judgment of a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination.

(d) Reimbursement by the Borrower of Amounts Drawn or Paid Under Letters of Credit. In the event the applicable Issuing Bank has determined to honor a drawing under a Letter of Credit, it shall promptly notify the Borrower, the Applicable Account Party and the Administrative Agent, and the Borrower shall reimburse (or cause the Applicable Account Party to reimburse) the applicable Issuing Bank on or before the Business Day immediately following the date on which such drawing is honored (the "**Reimbursement Date**") in an amount in immediately available funds equal to the amount of such honored drawing, together with interest at the applicable rate provided in Section 2.10(e). If the Borrower or the Applicable Account Party fails to timely reimburse the applicable Issuing Bank on the Reimbursement Date, then the Administrative Agent shall promptly notify each Lender of the Reimbursement Date, the amount of the unreimbursed drawing (the "**Unreimbursed Amount**"), and the amount of such Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested ABR Loans to be disbursed on the Reimbursement Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of ABR Loans, but subject to the amount of the unutilized portion of the Revolving Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Borrowing Request). Anything contained herein to the contrary notwithstanding, (i) unless the Borrower (or the Applicable Account Party) shall have notified the Administrative Agent and the applicable Issuing Bank prior to 1:00 p.m. (New York City time) on the date such drawing is honored that the Borrower (or the Applicable Account Party) intends to reimburse the applicable Issuing Bank on such date for the amount of such honored drawing with funds other than the proceeds of Revolving Loans, the Borrower shall be deemed to have given a timely Borrowing Request to the Administrative Agent requesting Lenders with Revolving Commitments to make Revolving Loans that are ABR Loans on the Reimbursement Date in an amount equal to the amount of such honored drawing, and (ii) subject to satisfaction or waiver of the conditions specified in Section 4.02, Lenders with Revolving Commitments shall, on the Reimbursement Date, make Revolving Loans that are ABR Loans in the amount of such honored drawing, the proceeds of which shall be applied directly by the Administrative Agent to reimburse the applicable Issuing Bank for the amount of such honored drawing; and *provided*, *further*, if for any reason proceeds of Revolving Loans are not received by the applicable Issuing Bank on the Reimbursement Date in an amount equal to the amount of such honored drawing, the Borrower shall (or shall cause the Applicable Account Party to) reimburse the applicable Issuing Bank, on demand, in an amount in immediately available funds equal to the excess of the amount of such honored drawing over the aggregate amount of such Revolving Loans, if any, which are so received. Nothing in this Section 2.19(d) shall be deemed to relieve any Lender with a Revolving Commitment from its obligation to make Revolving Loans on the terms and conditions set forth herein, and the Borrower shall retain any and all rights it may have against any such Lender resulting from the failure of such Lender to make such Revolving Loans under this Section 2.19(d).

(e) Lenders' Purchase of Participations in Letters of Credit. Immediately upon the issuance or increase of each Letter of Credit, without any further action by any Person, the applicable Issuing Bank shall be deemed to have sold to each Lender and each Lender shall have been deemed to have purchased from such Issuing Bank a participation in such Letter of Credit and any drawings honored thereunder in an amount equal to such Lender's Applicable Percentage (with respect to the Revolving Commitments) of the maximum amount which is or at any time may become available to be drawn thereunder (each such Lender purchasing a participation, a "**Participating Lender**"). In the event that the Borrower or the Applicable Account Party shall fail for any reason to reimburse the applicable Issuing Bank as provided in Section 2.19(d), the applicable Issuing Bank shall promptly notify the Administrative Agent who will notify each Participating Lender of the unreimbursed amount of such honored drawing and of such Lender's respective participation therein based on such Lender's Applicable Percentage of the Revolving Commitments. Each

Participating Lender shall make available to the Administrative Agent, for the account of the applicable Issuing Bank, an amount equal to its respective participation, and in immediately available funds, no later than 1:00 p.m. (New York City time) on the first Business Day (under the laws of the jurisdiction in which the Principal Office of the Administrative Agent is located) after the date notified by the Administrative Agent. In the event that any Participating Lender fails to make available to the Administrative Agent on such Business Day the amount of such Lender's participation in such Letter of Credit as provided in this Section 2.19(e), the applicable Issuing Bank shall be entitled to recover such amount on demand from such Lender together with interest thereon for three Business Days at the rate customarily used by such Issuing Bank for the correction of errors among banks and thereafter at the Alternate Base Rate. Nothing in this Section 2.19(e) shall be deemed to prejudice the right of any Participating Lender to recover from the applicable Issuing Bank any amounts made available by such Lender to the applicable Issuing Bank pursuant to this Section 2.19 in the event that the payment with respect to a Letter of Credit in respect of which payment was made by such Lender constituted gross negligence, bad faith or willful misconduct (as determined by a final, non-appealable judgment of a court of competent jurisdiction) on the part of such Issuing Bank. Each Lender acknowledges and agrees that its obligation to fund participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, extension, or increase of any Letter of Credit, the occurrence and continuance of a Default, any reduction or termination of the Commitments or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of ISP 98) permits a drawing to be made under such Letter of Credit after the expiration thereof or after the expiration or termination of the Commitments or any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including those set forth in the following paragraph (f), and that each such payment shall be made without any defense, offset, abatement, withholding or reduction whatsoever. Each Lender further acknowledges and agrees that, in issuing, amending, extending, or increasing any Letter of Credit, the applicable Issuing Bank shall be entitled to rely, and shall not incur any liability for relying, upon the representations and warranties of the Borrower deemed made pursuant to Section 4.02, unless, at least one Business Day prior to the time such Letter of Credit is issued, amended, extended, or increased (or, in the case of an automatic extension permitted pursuant to paragraph (a) of this Section 2.19, at least one Business Day prior to the time by which the election not to extend must be made by the applicable Issuing Bank), the Required Lenders shall have notified the applicable Issuing Bank (with a copy to the Administrative Agent) in writing that, as a result of one or more events or circumstances described in such notice, one or more of the conditions precedent set forth in Section 4.02(a) or 4.02(b) would not be satisfied if such Letter of Credit were then issued, amended, extended, or increased (it being understood and agreed that, in the event any Issuing Bank shall have received any such notice, no Issuing Bank shall have any obligation to issue, amend, extend, or increase any Letter of Credit until and unless it shall be satisfied that the events and circumstances described in such notice shall have been cured or otherwise shall have ceased to exist). In the event the applicable Issuing Bank shall have been reimbursed by other Lenders pursuant to this Section 2.19(e) for all or any portion of any drawing honored by such Issuing Bank under a Letter of Credit, such Issuing Bank shall distribute to the Administrative Agent who shall in turn distribute to each Lender which has paid all amounts payable by it under this Section 2.19(e) with respect to such honored drawing such Lender's Applicable Percentage of all payments subsequently received by such Issuing Bank from the Borrower or the Applicable Account Party in reimbursement of such honored drawing when such payments are received. Any such distribution shall be made to a Lender at its primary address set forth below its name on the Administrative Questionnaire or at such other address as such Lender may request.

(f) Obligations Absolute. The obligation of the Borrower and each Applicable Account Party to reimburse each Issuing Bank for drawings honored under the Letters of Credit issued by it and to repay any Revolving Loans made by Lenders pursuant to Section 2.19(d) and the obligations of Lenders under Section 2.19(e) shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms hereof under all circumstances including any of the following circumstances: (i) any lack of validity or

enforceability of any Letter of Credit; (ii) the existence of any claim, set off, defense or other right which the Borrower, any Applicable Account Party or any Lender may have at any time against a beneficiary or any transferee of any Letter of Credit (or any Persons for whom any such transferee may be acting), any Issuing Bank, any Lender or any other Person or, in the case of a Lender, against the Borrower, whether in connection herewith, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Borrower or one of its Subsidiaries and the beneficiary(ies) for which any Letter of Credit was procured); (iii) any draft or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; (iv) payment by the applicable Issuing Bank under any Letter of Credit against presentation of a draft or other document which does not substantially comply with the terms of such Letter of Credit; (v) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of the Borrower, any Applicable Account Party or any Subsidiaries or any other Person; (vi) any breach hereof or any other Loan Document by any party hereto or thereto; (vii) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of ISP 98) permits a drawing to be made under such Letter of Credit after the expiration thereof or after the expiration or termination of the Commitments, (viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; or (ix) the fact that an Event of Default or a Default shall have occurred and be continuing.

(g) Indemnification. Without duplication of any obligation of the Borrower under Section 9.03, in addition to amounts payable as provided herein, the Borrower hereby agrees to protect, indemnify, pay and save and hold harmless the Issuing Banks from and against any and all Liabilities, and all reasonable and documented costs, charges and out-of-pocket expenses (including reasonable fees, out-of-pocket expenses and disbursements of one counsel (with exceptions for conflicts of interest), one regulatory counsel and one local counsel in each relevant jurisdiction), which the Issuing Banks may incur or be subject to as a consequence, direct or indirect, of, or arising out of, in any way being connected with, or as a result of (A) any Letter of Credit, including, without limitation, the use of the proceeds therefrom and any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, other than as a result of the gross negligence, bad faith or willful misconduct of such Issuing Bank as determined by a final, non-appealable judgment of a court of competent jurisdiction or (B) the failure of the applicable Issuing Bank to honor a drawing under any such Letter of Credit as a result of any Governmental Act. The Borrower will pay all amounts owing under this Section 2.19 within 10 days after receipt of a certificate of the relevant Issuing Bank setting forth in reasonable detail the amount that such Issuing Bank is entitled to receive pursuant to this Section 2.19.

(h) Resignation and Removal of an Issuing Bank. An Issuing Bank may resign as an Issuing Bank by providing at least 60 days prior written notice to the Administrative Agent, the Lenders and the Borrower. An Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank (*provided* that no consent of the Issuing Bank will be required if the replaced Issuing Bank has no Letters of Credit or reimbursement obligations with respect thereto outstanding), the other Issuing Banks, if any, and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of such Issuing Bank. At the time any such replacement or resignation shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced or resigning Issuing Bank. From and after the effective date of any such replacement or resignation, (i) any successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "**Issuing Bank**" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. At the time any such resignation or replacement shall become effective, (a) the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.09 and (b) the replaced Issuing

Bank may at its option remain a party hereto to the extent that Letters of Credit issued by it remain outstanding and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement or resignation. After the replacement or resignation of an Issuing Bank hereunder, the replaced Issuing Bank shall not be required to issue, amend, extend or increase any Letters of Credit.

(i) Cash Collateral. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with Letter of Credit Usage representing greater than 50% of the total Letter of Credit Usage) demanding the deposit of Cash Collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders and the Issuing Banks, an amount in cash equal to the Agreed L/C Cash Collateral Amount *plus* any accrued and unpaid interest thereon; *provided* that (i) any such required Cash Collateral shall be made in dollars and (ii) the obligation to deposit such Cash Collateral shall become effective immediately, and such Cash Collateral shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.01(h) or (i). Such Cash Collateral shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower and any Applicable Account Party under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such Cash Collateral, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such Cash Collateral shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for any disbursements under Letters of Credit made by it and for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower and any Applicable Account Party for the Letter of Credit Usage at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with Letter of Credit Usage representing greater than 50% of the total Letter of Credit Usage), be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of Cash Collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower (or as otherwise ordered by a court of competent jurisdiction) within five Business Days after all Events of Default have been cured or waived.

(j) Application. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 2.19, the provisions of this Section 2.19 shall apply.

(k) Existing Letter of Credit. The Existing Letter of Credit shall be deemed to have been issued pursuant hereto, and from and after the Effective Date shall be subject to and governed by the terms and conditions hereof.

Section 2.20 Extension of the Maturity Date. The Borrower may on one or more occasions, upon written notice (an "**Extension Notice**") to the Administrative Agent (which shall promptly notify all Lenders), request from each Lender an extension of the Maturity Date for one or more years, together with one or more specified Permitted Amendments. If the conditions in this Section 2.20 are met, the Maturity Date shall be extended to the date specified in such Extension Notice for all Extending Lenders and any such Permitted Amendments shall become effective only with respect to the Loans and Revolving Commitments of such Extending Lenders. If a Lender agrees, in its individual and sole discretion, to so extend its Revolving Commitment and implement any specified Permitted Amendments (an "**Extending Lender**"), it shall deliver to the Administrative Agent a written notice of its agreement to do so no later than the date specified by the Administrative Agent with the reasonable consent of the Borrower (or such

later date to which the Borrower and the Administrative Agent shall agree), and the Administrative Agent shall promptly thereafter notify the Borrower of such Extending Lender's agreement to extend its Revolving Commitment and to any related Permitted Amendments (confirming the date of extension and the new Maturity Date and any related Permitted Amendments (after giving effect to such extension) applicable to such Extending Lender). The Revolving Commitment of any Lender that fails to accept or respond to the Borrower's request for extension of the Maturity Date, together with any related Permitted Amendments (a "**Declining Lender**"), shall be terminated on the Maturity Date then in effect for such Lender (without regard to any extension by other Lenders) and on such Maturity Date the Borrower shall pay in full the unpaid principal amount of all Loans owing to such Declining Lender, together with all accrued and unpaid interest thereon and all fees accrued and unpaid under this Agreement to the date of such payment of principal and all other amounts due to such Declining Lender under this Agreement. The Administrative Agent shall promptly notify each Extending Lender of the aggregate Revolving Commitments of the Declining Lenders. Each Extending Lender may offer to increase its respective Revolving Commitment by an amount not to exceed the aggregate amount of the Declining Lenders' Revolving Commitments, and such Extending Lender shall deliver to the Administrative Agent a notice of its offer to so increase its Revolving Commitment no later than a date specified by the Administrative Agent with the Borrower's reasonable consent (or such later date to which the Borrower and the Administrative Agent shall agree). To the extent the aggregate amount of additional Revolving Commitments that the Extending Lenders offer pursuant to the preceding sentence exceeds the aggregate amount of the Declining Lenders' Revolving Commitments, such additional Revolving Commitments shall be reduced on a pro rata basis. To the extent the aggregate amount of Revolving Commitments that the Extending Lenders have so offered to extend is less than the aggregate amount of Revolving Commitments that the Borrower has so requested to be extended, the Borrower shall have the right but not the obligation to require any Declining Lender to (and any such Declining Lender shall) assign in full its rights and obligations under this Agreement to one or more banks or other financial institutions (which may be, but need not be, one or more of the Extending Lenders) which at the time agree to, in the case of any such Person that is an Extending Lender, increase its Revolving Commitment and in the case of any other such Person (a "**New Extending Lender**"), become a party to this Agreement; *provided* that (i) such assignment is otherwise in compliance with Section 9.04, (ii) such Declining Lender receives payment in full of the unpaid principal amount of all Revolving Loans owing to such Declining Lender, together with all accrued and unpaid interest thereon and all fees accrued and unpaid under this Agreement to the date of such payment of principal and all other amounts due to such Declining Lender under this Agreement and (iii) any such assignment shall be effective on the date on or before the date the Maturity Date is so extended as may be specified by the Borrower and agreed to by the respective New Extending Lenders and Extending Lenders, as the case may be, and the Administrative Agent. As a condition precedent to such extension and any related amendments, the Borrower shall deliver to the Administrative Agent a certificate of the Borrower, dated as of the date of the Extension Notice, signed by a Responsible Officer of the Borrower (i) certifying and attaching the resolutions adopted by the Borrower and the Guarantors approving or consenting to such extension and any amendments and (ii) certifying that, before and after giving effect to such extension, each of the conditions of Section 4.02 shall be satisfied as of the date of the Extension Notice. Any extension and any related amendments pursuant to this Section 2.20 shall be effected pursuant to an Extension Agreement executed and delivered by Borrower, the Extending Lenders, any New Extending Lenders and the Administrative Agent. Each Extension Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate in the opinion of the Administrative Agent to effect the provision of this Section 2.20. Each Issuing Bank shall be deemed to be a Lender for purposes of this Section 2.20 with respect to the extensions of its obligation to issue Letters of Credit hereunder.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders and the Issuing Banks that:

Section 3.01 Organization; Powers. Each of the Borrower and its Restricted Subsidiaries (other than any Immaterial Subsidiary) is (a) duly organized and validly existing in good standing (to the extent the concept is applicable in such jurisdiction) under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except in the case of clause (a) (other than with respect to any Loan Party), clause (b) (other than with respect to the Borrower) and clause (c), where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. The Transactions are within the Borrower's and, if applicable, each Guarantor's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, equity holder action. Each of the Borrower and, if applicable, the Guarantors has duly executed and delivered each of the Loan Documents to which it is party, and each of such Loan Documents constitute its legal, valid and binding obligations, enforceable against each Loan Party party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) those approvals, consents, registrations, filings or other actions, the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect and (iii) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (b) except as would not reasonably be expected to have a Material Adverse Effect, will not violate any applicable law or regulation or any order of any Governmental Authority, (c) will not violate any charter, by-laws or other organizational document of the Borrower or any Guarantor, (d) except as would not reasonably be expected to have a Material Adverse Effect, will not violate or result in a default under any indenture, agreement or other instrument (other than the agreements and instruments referred to in clause (c)) binding upon the Borrower or any of its Restricted Subsidiaries or its assets and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Restricted Subsidiaries other than Liens permitted under Section 6.02.

Section 3.04 Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Administrative Agent (i) its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of and for the fiscal years ended December 31, 2017, December 31, 2018 and December 31, 2019 and (ii) its unaudited consolidated balance sheet and related statements of operations and cash flows as of and for the fiscal quarters ended March 31, 2020, June 30, 2020 and September 30, 2020. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Restricted Subsidiaries as of such dates and for such periods in accordance with GAAP except as otherwise expressly indicated therein, including the notes thereto, and subject to year-end adjustments and the absence of footnotes in the case of the unaudited financial statements referred to in clause (ii) above.

(b) Since December 31, 2019, no event, development or circumstance exists or has occurred that has had or would reasonably be expected to have a Material Adverse Effect.

Section 3.05 Properties.

(a) Each of the Borrower and its Restricted Subsidiaries has good title to, or valid leasehold interests in or rights to use, all its real and tangible personal property material to its business, except (i) for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and (ii) where the failure to have such title or other interests or rights would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Each of the Borrower and its Restricted Subsidiaries owns, or is licensed to use, all trademarks, trade names, copyrights, patents, software, domain names, trade secrets, know-how and other similar proprietary or intellectual property rights, including any registrations and applications for registration of, and all goodwill associated with, the foregoing, material to or necessary to its business as currently conducted, and the operation of such business or the use of any of the foregoing intellectual property rights by the Borrower and its Restricted Subsidiaries does not infringe upon, misappropriate, or otherwise violate the rights of any other Person, except for any such failures to own or be licensed to use, and such infringements, misappropriations, or violations that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Borrower or any of its Restricted Subsidiaries that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. Neither the Borrower nor any of its Restricted Subsidiaries is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

(b) Except with respect to any matter that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, or (iii) has received notice of any claim with respect to any Environmental Liability.

Section 3.07 Compliance with Laws and Agreements. Each of the Borrower and its Restricted Subsidiaries is in compliance with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except, in each case, where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. None of the Borrower or any Restricted Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

Section 3.09 Margin Stock. None of the Borrower or any Restricted Subsidiary is engaged in, principally or as one of its important activities, the business of purchasing or carrying, or extending credit for the purpose of purchasing or carrying, margin stock (within the meaning of Regulation U), and no

proceeds of any Loan or any Letter of Credit will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock in violation of Regulation U or Regulation X and all official rulings and interpretations thereunder or thereof.

Section 3.10 Taxes. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each of the Borrower and its Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed with respect to income, properties or operations of the Borrower and its Restricted Subsidiaries, (ii) such returns accurately reflect in all material respects all liability for Taxes of the Borrower and its Restricted Subsidiaries as a whole for the periods covered thereby and (iii) each of the Borrower and its Restricted Subsidiaries has paid or caused to be paid all Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves to the extent required by GAAP.

Section 3.11 ERISA.

(a) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws and regulations.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan and (iv) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

Section 3.12 Disclosure. As of the Effective Date, all written factual information or oral information provided by an officer of the Borrower in formal presentations at any scheduled meetings with Lenders (other than any projected financial information, budgets, estimates and other forward-looking information and any information of a general economic or industry specific nature) furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder or under any Loan Document (as modified or supplemented by other information so furnished and when taken as a whole) when delivered, does not, when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading; *provided* that, with respect to any projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time furnished (it being understood that such projected financial information is subject to significant uncertainties and contingencies, any of which are beyond the Borrower's control, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projected financial information may differ significantly from the projected results and such differences may be material).

Section 3.13 Subsidiaries. Schedule 3.13 to the Disclosure Letter sets forth as of the Effective Date a list of all Subsidiaries (other than Immaterial Subsidiaries) and the percentage ownership (directly or indirectly) of the Borrower therein. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the shares of capital stock or other ownership interests of

all Restricted Subsidiaries of the Borrower are fully paid and non-assessable (to the extent applicable) and are owned by the Borrower, directly or indirectly, free and clear of all Liens other than Liens permitted under Section 6.02.

Section 3.14 Solvency. As of the Effective Date, the Borrower and its Subsidiaries, taken as a whole, are, and after giving effect to the Transactions on the Effective Date and the incurrence of any Indebtedness and obligations being incurred in connection herewith on the Effective Date will be, Solvent.

Section 3.15 USA Patriot Act, OFAC and FCPA.

(a) The Borrower and its Subsidiaries will not, directly or indirectly, use the proceeds of the Loans or Letters of Credit, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, for the purpose of funding (i) any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (ii) any other transaction that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor, lender or otherwise) of Sanctions.

(b) The Borrower and its Subsidiaries will not, directly or indirectly, use the proceeds of the Loans or Letters of Credit for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA.

(c) None of the Borrower or its Subsidiaries has, in the past three years, committed a violation of applicable regulations of the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), Title III of the USA Patriot Act or the FCPA (i) as of and on the Effective Date to the knowledge of the Borrower and (ii) at any time after the Effective Date, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(d) The Borrower has implemented and maintains in effect policies and procedures designed to promote compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees, Affiliates and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and directors and to the knowledge of the Borrower its Affiliates, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any Affiliates or agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility establish hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

Section 3.16 Security Documents. The Security Documents are effective to create in favor of the Administrative Agent for the benefit of the Secured Parties legal, valid and enforceable Liens on and security interests in, the Collateral described therein and to the extent intended to be created thereby, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law (which filings or recordings shall be made to the extent required by any Security Document) and (ii) upon the taking of possession or control by the Administrative Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Administrative Agent to the extent required by any Security Document), the Liens created by such Security Documents will constitute, so far as possible under relevant law by the making of such filings and such possession, perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral, in each case subject to no Liens other than Liens permitted under Section 6.02.

Section 3.17 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

Section 3.18 FinCEN. As of the Effective Date, the information included in the Beneficial Ownership Certification delivered by the Borrower pursuant to Section 4.01(i)(ii), if applicable, is true and correct in all respects.

ARTICLE 4

CONDITIONS

Section 4.01 Effective Date. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto a counterpart of this Agreement, the Guaranty, the Collateral Agreement and each other Loan Document to which the Borrower is a party, signed on behalf of the Borrower.

(b) The Administrative Agent shall have received a Note executed by the Borrower in favor of each Lender requesting a Note at least two Business Days in advance of the Effective Date.

(c) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent, the Issuing Banks and the Lenders (as of the Effective Date) and dated the Effective Date) of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Borrower in form and substance reasonably satisfactory to the Administrative Agent. The Borrower hereby requests such counsel to deliver such opinion.

(d) The Administrative Agent shall have received (i) certified copies of the resolutions of the board of directors (or comparable governing body) of the Borrower approving the transactions contemplated by the Loan Documents to which the Borrower is a party and the execution and delivery of such Loan Documents to be delivered by the Borrower on the Effective Date, and all documents evidencing other necessary organizational action and governmental approvals, if any, with respect to the Loan Documents and (ii) all other documents reasonably requested by the Administrative Agent relating to the organization, existence and good standing of the Borrower and authorization of the transactions contemplated hereby.

(e) The Administrative Agent shall have received a certificate of the Secretary or an Assistant Secretary or General Counsel of the Borrower certifying the names and true signatures of the officers of the Borrower authorized to sign the Loan Documents to which it is a party, to be delivered by the Borrower on the Effective Date.

(f) The Administrative Agent shall have received (i) a certificate, dated the Effective Date and signed on behalf of the Borrower by a Responsible Officer or a Financial Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b)(i) of Section 4.02 as of the Effective Date, and (ii) a solvency certificate, dated the Effective Date and signed on behalf of the Borrower by a Financial Officer, certifying that, as of the Effective Date, the Borrower and its Subsidiaries, taken as a whole, are, and after giving effect to the Transactions on the Effective Date and the incurrence of any Indebtedness and obligations being incurred in connection herewith on the Effective Date will be, Solvent.

(g) The Administrative Agent shall have received a completed Information Certificate, dated the Effective Date and signed by a Responsible Officer of the Borrower, together with all attachments contemplated thereby.

(h) The Lenders, the Administrative Agent and the Arrangers shall have received, or substantially concurrently with the initial Borrowing will receive, all fees required to be paid by the Borrower on the Effective Date and all expenses required to be reimbursed by the Borrower for which invoices have been presented at least three Business Days prior to the Effective Date, on or before the Effective Date.

(i) (i) The Administrative Agent shall have received, to the extent reasonably requested by the Administrative Agent, any Issuing Bank or any of the Lenders at least five Business Days prior to the Effective Date, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA Patriot Act and (ii) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, each Lender that so requests (which request is made through the Administrative Agent at least five Business Days prior to the Effective Date) shall have received a Beneficial Ownership Certification in relation to the Borrower.

(j) The Administrative Agent shall have received (i) audited consolidated financial statements of the Borrower for each of the annual periods ended December 31, 2017, December 31, 2018 and December 31, 2019, and (ii) unaudited interim consolidated financial statements of the Borrower for the quarterly periods ended March 31, 2020, June 30, 2020 and September 30, 2020.

(k) Since December 31, 2019, no event, development or circumstance exists or has occurred that has had or would reasonably be expected to have a Material Adverse Effect.

(l) The Collateral and Guarantee Requirement shall have been satisfied.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Without limiting the generality of the provisions of Article 8, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 4.02 Each Credit Event. Except as expressly set forth in Section 2.18(a), the obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Banks to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrower set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing, or the date of issuance, amendment, extension or increase of such Letter of Credit, as applicable, except that (i) for purposes of this Section 4.02, the representations and warranties contained in Section 3.04(a) shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) (subject, in the case of unaudited financial statements furnished pursuant to clause (b), to year-end audit adjustments, any other adjustments described therein and the absence of footnotes), respectively, of Section 5.01, (ii) to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date and (iii) to the extent that such representations and warranties are already qualified or modified by materiality or words of similar effect in the text thereof, they shall be true and correct in all respects.

(b) At the time of and immediately after giving effect to such Borrowing, or issuance, amendment, extension or increase of a Letter of Credit, as applicable, (i) no Default or Event of Default shall have occurred and be continuing and (ii) the Borrower would be in pro forma compliance with the financial covenant in Section 6.09 hereof, whether or not the Borrower is required to be in compliance with such financial covenant at the time of such Borrowing.

(c) In the case of a Borrowing, the Administrative Agent shall have received a Borrowing Request.

(d) In the case of any issuance, amendment, extension or increase of a Letter of Credit, the applicable Issuing Bank shall have received all documentation required under Section 2.19.

Except as expressly set forth in Section 2.18(a), each Borrowing or issuance, amendment, extension or increase of a Letter of Credit, as applicable, shall be deemed to constitute a representation and warranty by the Borrower that the conditions specified in paragraphs (a) and (b) of this Section 4.02 have been satisfied as of the date thereof. Notwithstanding anything to the contrary herein, a conversion of a Borrowing to a different Type or a continuation of a Borrowing shall not be deemed to constitute a Borrowing for purposes of this Section 4.02.

ARTICLE 5

AFFIRMATIVE COVENANTS

Until the date on which all Commitments have expired or been terminated and the principal of and interest on each Loan and all fees and expenses and other Obligations payable hereunder shall have been paid in full, all Letter of Credit Disbursements have been reimbursed and all Letters of Credit have expired or been cancelled or Cash Collateralized (or otherwise "backstopped") on terms reasonably satisfactory to the applicable Issuing Bank in an amount equal to the Agreed L/C Cash Collateral Amount of all Letter of Credit Usage (such date, the "**Termination Date**"), the Borrower covenants and agrees with the Lenders that:

Section 5.01 Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent (for distribution to each Lender):

(a) commencing with the financial statements for the fiscal year ending December 31, 2020, within 90 days after the end of the fiscal year of the Borrower, its audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception (other than a qualification or explanatory paragraph related to (i) the maturity of the Commitments and the Loans at the Maturity Date, (ii) an upcoming maturity date of any other Indebtedness occurring within one year from the time such opinion is delivered or (iii) any potential inability to satisfy any financial covenant on a future date or in a future period) and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) commencing with the financial statements for the fiscal quarter ending March 31, 2021, within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its unaudited consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a compliance certificate of a Financial Officer of the Borrower in substantially the form of Exhibit G attached hereto (i) certifying as to whether a Default or Event of Default has occurred and is continuing as of the date thereof and, if a Default or Event of Default has occurred and is continuing as of the date thereof, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations of the covenant set forth in Section 6.09 as of the last day of the applicable fiscal quarter or fiscal year for which such financial statements are being delivered, and (iii) certifying as to the current list of Unrestricted Subsidiaries appropriately designated as such pursuant to Section 5.10(a);

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Restricted Subsidiary with the SEC, or with any national securities exchange, as the case may be (other than exhibits to any registration statement and, if applicable, any registration statement on Form S-8), in each case that is not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) concurrently with any delivery of financial statements under clause (a) or (b) above, the Borrower shall provide the related consolidating financial information reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements;

(f) concurrently with any delivery of financial statements under clause (a) above, an annual summary profit and loss forecast (in substantially the form attached hereto as Exhibit I) (it being understood that the first such annual summary profit and loss forecast shall be due concurrently with the delivery of the audited financial statements with respect to the fiscal year ending December 31, 2020 pursuant to clause (a) above); and

(g) promptly following any request in writing (including any electronic message) therefor, (i) such other information regarding the operations, business affairs and financial condition of the Borrower or any Restricted Subsidiary, or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request; or (ii) information and documentation reasonably requested by the Administrative Agent or any Lender (through the Administrative Agent) for purposes of compliance with applicable "know your customer" and anti-money laundering laws rules and regulations, including, without limitation, the USA Patriot Act and the Beneficial Ownership Regulation.

Notwithstanding the foregoing (A) information required to be delivered pursuant to Section 5.01(a), Section 5.01(b) or Section 5.01(d) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) (x) on which the Borrower posts such information, or provides a link thereto on the Borrower's website on the Internet on any investor relations page at http://www.wish.com (or any successor page) or (y) at http://www.sec.gov (or any successor page); or (ii) on which such information is posted on the Borrower's behalf on an Internet or intranet website, if any, to which the

Lenders and the Administrative Agent have been granted access (whether a commercial, third-party website or whether sponsored by the Administrative Agent), and (B) information required to be delivered pursuant to Section 5.01(a) or Section 5.01(b) may be satisfied by furnishing the Form 10K or 10-Q (or the equivalent), as applicable, of the Borrower filed with the SEC (or the equivalent).

Section 5.02 Notices of Material Events. Promptly after any Responsible Officer of the Borrower obtains actual knowledge thereof, the Borrower will furnish to the Administrative Agent (for distribution to each Lender, Swap Bank and Cash Management Bank) prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any Proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Restricted Subsidiary thereof that would reasonably be expected to result in a Material Adverse Effect; or

(c) the occurrence of an ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section 5.02 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Existence; Conduct of Business. The Borrower will, and will cause each of its Restricted Subsidiaries (other than any Immaterial Subsidiaries) to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; *provided* that (i) the foregoing shall not prohibit any merger, consolidation, liquidation, dissolution or other transaction permitted under Section 6.03, and (ii) none of the Borrower or any of its Restricted Subsidiaries shall be required to preserve, renew or keep in full force and effect its rights, licenses, permits, privileges or franchises where failure to do so would not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Payment of Taxes and Other Claims. The Borrower will, and will cause each of its Restricted Subsidiaries to, pay all Tax liabilities, including all Taxes imposed upon it, upon its income or profits, or upon any properties or operations that, if unpaid, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, before the same shall become delinquent or in default, except where the validity or amount thereof is being contested in good faith by appropriate proceedings and with respect to which the Borrower or such Restricted Subsidiary has set aside on its books adequate reserves to the extent required by GAAP.

Section 5.05 Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Restricted Subsidiaries to, (a) keep and maintain all property used in the conduct of its business in good working order and condition, ordinary wear and tear and casualty events excepted, and maintain, renew and preserve all of its intellectual property, in each case, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect and (b) maintain insurance with financially sound and reputable insurance companies in such amounts and against such risks as (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) the Borrower believe (in the good faith judgment of the management of the Borrower) are reasonable and prudent in light of the size and nature of its business; and will furnish to the Administrative Agent, upon written request from the Administrative Agent, information presented in

reasonable detail as to the insurance so carried. Unless otherwise agreed by the Administrative Agent, each such policy of insurance maintained by a Loan Party shall (i) name the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy, contain a loss payable/mortgagee clause or endorsement that names Administrative Agent, on behalf of the Secured Parties as a loss payee/mortgagee thereunder.

Section 5.06 Books and Records; Inspection Rights. The Borrower will, and will cause each of its Restricted Subsidiaries to, keep proper books of record and account in which entries full, true and correct in all material respects are made and are sufficient to prepare financial statements in accordance with GAAP. The Borrower will, and will cause each of its Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender (pursuant to the request made through the Administrative Agent), upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records to the extent reasonably necessary, and to discuss its affairs, finances and condition with its officers and independent accountants (*provided* that the Borrower or such Restricted Subsidiary shall be afforded the opportunity to participate in any discussions with such independent accountants), all at such reasonable times and as often as reasonably requested (but no more than once annually and only by the Administrative Agent on behalf of the Lenders if no Event of Default exists). Notwithstanding anything to the contrary in this Section 5.06, none of the Borrower or any of its Restricted Subsidiaries shall be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives) is prohibited by applicable law or any third-party contract legally binding on Borrower or its Restricted Subsidiaries, or (iii) is subject to attorney, client or similar privilege or constitutes attorney work-product; *provided* that, to the extent permitted by law, the Borrower shall notify the Administrative Agent if information is being withheld pursuant to this sentence.

Section 5.07 Compliance with Laws and Agreements. The Borrower will, and will cause each of its Restricted Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and use reasonable measures to enforce policies and procedures reasonably designed to promote compliance by the Borrower, its Restricted Subsidiaries and their respective directors, officers, employees and agents with the FCPA and applicable Sanctions.

Section 5.08 Use of Proceeds. The proceeds of the Loans and any Letter of Credit will be used only for working capital and general corporate purposes, including, without limitation, for acquisitions, stock repurchases and other Investments or Restricted Payments not prohibited hereunder. No part of the proceeds of any Loan or Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

Section 5.09 Additional Material Domestic Subsidiaries. If, as of the date of the most recently available financial statements delivered pursuant to Section 5.01(a) or (b), as the case may be, any Person shall have become a Material Domestic Subsidiary (including, for the avoidance of doubt, by ceasing to be an Excluded Subsidiary), then the Borrower shall, within 45 days (or such longer period of time as the Administrative Agent may reasonably agree) after delivery of such financial statements, cause such Material Domestic Subsidiary to enter into a joinder agreement to the Guaranty and a supplement to the Collateral Agreement, each in form and substance reasonably satisfactory to the Administrative Agent and cause such Material Domestic Subsidiary and the other Loan Parties to take all actions required to satisfy the Collateral and Guarantee Requirement with respect to such Material Domestic Subsidiary and with

respect to the Equity Interests in or Indebtedness of such Material Domestic Subsidiary owned by or on behalf of any Loan Party. If reasonably requested by the Administrative Agent, the Administrative Agent shall receive an opinion of counsel for the Borrower in customary form and substance reasonably satisfactory to the Administrative Agent in respect of matters reasonably requested by the Administrative Agent relating to any joinder agreement or supplement delivered pursuant to this Section 5.09, dated as of the date of such joinder agreement or supplement.

Section 5.10 Designation of Restricted and Unrestricted Subsidiaries.

(a) The Borrower may designate any Subsidiary, including a newly acquired or created Subsidiary, to be an Unrestricted Subsidiary if it meets the following qualifications:

(i) such Subsidiary does not own any Equity Interest of the Borrower or any Restricted Subsidiary;

(ii) any Guarantee of Indebtedness of such Subsidiary by the Borrower or any Restricted Subsidiary is permitted under Section 6.01;

(iii) such designation shall be deemed to be a Restricted Investment by the Borrower (in the amount determined pursuant to the definition of "Investment") and immediately before and immediately after such designation, no Default or Event of Default shall have occurred and be continuing or would result from such designation;

(iv) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "restricted subsidiary" or a "guarantor" (or any similar designation) for any other Indebtedness of the Borrower or a Restricted Subsidiary; and

(v) after giving effect to such designation on a pro forma basis, (1) Consolidated Adjusted EBITDA for the most recent Measurement Period is a positive number and (2) the Total Leverage Ratio does not exceed 3.00 to 1.00.

Once so designated, the Subsidiary will remain an Unrestricted Subsidiary, subject to subsection (b) below.

(b) A Subsidiary previously designated as an Unrestricted Subsidiary which fails to meet the qualifications set forth in subsections 5.10(a)(i), 5.10(a)(ii) or 5.10(a)(iv) of this Section 5.10 will be deemed to become at that time a Restricted Subsidiary, subject to the consequences set forth in subsection (d). The Borrower may designate an Unrestricted Subsidiary to be a Restricted Subsidiary if the designation would not cause a Default or Event of Default.

(c) Upon a Restricted Subsidiary becoming an Unrestricted Subsidiary:

(i) all existing Indebtedness of the Borrower or a Restricted Subsidiary held by it will be deemed incurred at that time, and all Liens on property of the Borrower or a Restricted Subsidiary held by it will be deemed incurred at that time;

(ii) all existing transactions between it and the Borrower or any Restricted Subsidiary will be deemed entered into at that time;

(iii) it is released at that time from the Loan Documents to which it is a party; and

(iv) it will cease to be subject to the provisions of this Agreement as a Restricted Subsidiary.

(d) Upon an Unrestricted Subsidiary becoming, or being deemed to become, a Restricted Subsidiary pursuant to Section 5.10(b):

(i) all of its Indebtedness will be deemed incurred at that time for purposes of Section 6.01;

(ii) if it is a Material Domestic Subsidiary, it shall be required to become a Guarantor pursuant to this Agreement in accordance with Section 5.09; and

(iii) it will thenceforward be subject to the provisions of this Agreement as a Restricted Subsidiary.

(e) Any designation by the Borrower of a Subsidiary as an Unrestricted Subsidiary or a Restricted Subsidiary after the Effective Date will be notified to the Administrative Agent by promptly providing the Administrative Agent a copy a certificate of an officer of the Borrower certifying that the designation complied with the foregoing provisions.

Section 5.11 Information Regarding Collateral. The Borrower will furnish to the Administrative Agent promptly (and in any event within 30 days or such longer period as reasonably agreed to by the Administrative Agent) written notice of any change (i) in any Loan Party's legal name (as set forth in its certificate of organization or like document) or (ii) in the jurisdiction of incorporation or organization of any Loan Party or in the form of its organization.

Section 5.12 Further Assurances. Subject to the limitations and exceptions set forth in the Loan Documents, the Borrower will, and will cause each other Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, and other documents), in each case, required under any applicable law and that the Administrative Agent reasonably requests, to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties.

Section 5.13 Post-Closing Actions. As promptly as practicable (and in any event within 30 days (or such later date as the Administrative Agent agrees in its reasonable discretion) after the Effective Date), the Borrower shall deliver to the Administrative Agent on or before the date that is 30 days after the Effective Date, or such later date to which the Administrative Agent may consent in its sole discretion, (i) in the case of each liability insurance policy, endorsements naming the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear and (ii) in the case of each property insurance policy, endorsements containing a lenders loss payable clause and mortgagee endorsement, as applicable, that names the Administrative Agent, on behalf of the Secured Parties, as a lender loss payee or mortgagee, as applicable, thereunder in each case, as required pursuant to Section 5.05.

ARTICLE 6

NEGATIVE COVENANTS

Until the Termination Date shall have occurred, the Borrower covenants and agrees with the Lenders that:

Section 6.01 Indebtedness. The Borrower will not, and will not permit any Restricted Subsidiary to, create, incur, assume or permit to exist any Indebtedness other than:

(a) (i) Indebtedness existing on the Effective Date and disclosed on Schedule 6.01 to the Disclosure Letter and any Refinancing Indebtedness with respect thereto, (ii) intercompany Indebtedness

outstanding on the Effective Date, *provided* that any such Indebtedness owed by a Loan Party to a Restricted Subsidiary that is not a Loan Party in an outstanding principal amount in excess of $10,000,000 shall be subject to an Intercompany Subordination Agreement, and (iii) Indebtedness of (A) any Loan Party to any other Loan Party, (B) any Restricted Subsidiary that is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party and (C) subject to Section 6.04 hereof, any Restricted Subsidiary that is not a Loan Party to any Loan Party;

(b) Indebtedness consisting of cash management services, including treasury, depository, overdraft, netting services, credit or debit card, purchasing cards, electronic funds transfer, cash pooling arrangements and other cash management arrangements of Borrower or any Subsidiary in the ordinary course of business;

(c) Indebtedness in respect of (i) bid bonds, performance bonds, surety bonds and similar obligations, in each case, incurred by Borrower or any of its Restricted Subsidiaries in the ordinary course of business, (ii) appeal bonds in respect of judgments not constituting an Event of Default under Section 7.01(j) and (iii) guarantees or obligations with respect to letters of credit, bank guarantees or similar instruments supporting such bid bonds, performance bonds, surety bonds, appeal bonds and similar obligations;

(d) Indebtedness representing the financing of insurance premiums in the ordinary course of business;

(e) Guarantees of Indebtedness of the Borrower or any Restricted Subsidiary so long as such guaranteed Indebtedness is permitted under this Section 6.01; *provided* that if the Indebtedness that is being guaranteed is unsecured and/or subordinated to the Obligations, the Guarantee shall also be unsecured and/or subordinated to the Obligations;

(f) Indebtedness constituting Capital Lease Obligations and Purchase Money Indebtedness and any Refinancing Indebtedness in respect thereof; *provided* that at the time of incurrence of such Indebtedness the aggregate outstanding principal amount of Indebtedness incurred in reliance on this clause (f) shall not exceed greater of (i) $25,000,000 and (ii) 25% of Consolidated Adjusted EBITDA for the Measurement Period at such time;

(g) Indebtedness in an aggregate principal amount at any time outstanding, together with the aggregate principal amount of New Commitments that have become effective, not to exceed the Incremental Available Amount; *provided* that in no event shall the final maturity date of any Indebtedness incurred under this clause (g) at the time of establishment thereof be earlier than the Maturity Date;

(h) Obligations under the Loan Documents;

(i) letters of credit, bank guarantees or similar instruments denominated in currencies other than dollars in the ordinary course of business;

(j) Indebtedness in respect of Swap Agreements (other than Swap Agreements entered into for speculative purposes);

(k) Indebtedness of any Person that becomes a Restricted Subsidiary after the Effective Date, which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary; *provided* that such Indebtedness is not incurred in contemplation of such Person becoming a Restricted Subsidiary and is either (A) unsecured or (B) secured only by any property or asset of such Restricted Subsidiary by Liens permitted under Section 6.02 and, in each case, any Refinancing Indebtedness in respect thereof; *provided*, *further*,

that at the time such Indebtedness is incurred or assumed in reliance on this clause (k) (1) Consolidated Adjusted EBITDA for the most recent Measurement Period is a positive number and (2) the Total Leverage Ratio, determined on a pro forma basis after giving effect to the incurrence or assumption of such Indebtedness, does not exceed the greater of (A) 3.00:1.00 or (B) the Total Leverage Ratio as of the last day of the Measurement Period at such time (prior to the incurrence of assumption of such Indebtedness);

(l) Indebtedness representing deferred compensation to employees of the Borrower and the Restricted Subsidiaries incurred in the ordinary course of business;

(m) Indebtedness consisting of unsecured promissory notes issued to current or former officers, directors and employees or their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests in the Borrower (or any direct or indirect parent thereof) permitted by Section 6.04;

(n) Indebtedness constituting indemnification obligations or obligations in respect of purchase price or other similar adjustments (including earnout or similar obligations) incurred in connection with any acquisition, Investment or Disposition;

(o) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred in connection with any acquisition or Investment;

(p) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created, or related to obligations or liabilities incurred, in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers compensation claims;

(q) Indebtedness supported by a letter of credit issued pursuant to this Agreement;

(r) other Indebtedness; *provided* that at the time of the incurrence thereof and after giving effect to the use of the proceeds thereof, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (r) shall not exceed the greater of (i) $200,000,000 and (ii) 25% of Consolidated Adjusted EBITDA for the Measurement Period at such time; and

(s) additional letters of credit, bank guarantees or similar instruments securing the performance of leases of real property; *provided* the aggregate principal amount of Indebtedness outstanding in reliance on this clause (s) shall not exceed $20,000,000.

Notwithstanding the foregoing, any Indebtedness in an outstanding principal amount in excess of $10,000,000 owed by a Loan Party to a Restricted Subsidiary that is not a Loan Party shall be permitted only to the extent subordinated to the Obligations pursuant to an intercompany subordination agreement in substantially the form attached hereto as Exhibit J or on such other customary terms reasonably satisfactory to the Administrative Agent (an "**Intercompany Subordination Agreement**").

Section 6.02 Liens. The Borrower will not, and will not permit any Restricted Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Restricted Subsidiary existing on the date hereof and set forth in Schedule 6.02 to the Disclosure Letter and any modifications, renewals and extensions thereof and any Lien granted as a replacement or substitute therefor; *provided* that (i) such Lien shall not apply to any other property or asset of the Borrower or any Restricted Subsidiary other than improvements thereon or proceeds or products thereof, and (ii) such Lien shall secure only those obligations which it secures on the date hereof and any refinancing, extension, renewal or replacement thereof that does not increase the outstanding principal amount (or accreted value) thereof except by an amount equal to any accrued and unpaid interest thereon, a premium or other amount paid, and fees and expenses incurred, in connection with such refinancing, extensions, renewals or replacements;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Restricted Subsidiary or existing on any property or asset of any Person that becomes a Restricted Subsidiary after the date hereof prior to the time such Person becomes a Restricted Subsidiary; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Restricted Subsidiary (other than any proceeds and products thereof or any after acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require or include, pursuant to their terms at such time, a pledge of after acquired property of such Person, and the proceeds and the products thereof), and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary, as the case may be, and any refinancing, extension, renewal or replacement thereof that does not increase the outstanding principal amount (or accreted value) thereof except by an amount equal to any accrued and unpaid interest, a premium or other amount paid, and fees and expenses incurred, in connection with such refinancing, extensions, renewals or replacements;

(d) Liens on fixed or capital assets acquired, constructed, financed, repaired or improved by the Borrower or any Restricted Subsidiary; *provided* that (i) such security interests secure Indebtedness that is not prohibited by Section 6.01, (ii) such security interests and the Indebtedness secured thereby are initially incurred prior to or within 270 days after such acquisition or the completion of such construction, repair or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring, constructing or improving such fixed or capital assets and customary related expenses, and (iv) such security interests shall not apply to any other property or assets of the Borrower or any Restricted Subsidiary other than additions, accessions, parts, attachments or improvements thereon or proceeds or products thereof; *provided* that (A) clauses (ii) and (iii) shall not apply to any Refinancing Indebtedness pursuant to Section 6.01(f) hereof or any Lien securing such Refinancing Indebtedness and (B) notwithstanding the foregoing, individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(e) licenses, sublicenses, leases or subleases, in each case, granted to others in the ordinary course of business(or for a valid business reason) or granted to the Borrower or any Restricted Subsidiary, in each case not interfering in any material respect with the business of the Borrower and its Restricted Subsidiaries, taken as a whole;

(f) the interest and title of a lessor or licensor under any lease, license, sublease or sublicense entered into by the Borrower or any Restricted Subsidiary in the ordinary course of its business and other statutory and common law landlords' Liens under leases;

(g) in connection with the sale or transfer of any assets in a transaction not prohibited hereunder, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(h) (i) Liens on Equity Interests in joint ventures in favor of a creditor of such joint venture and (ii) in the case of any joint venture, any put and call arrangements related to the Equity Interests in a joint venture set forth in its organizational documents or any related joint venture or similar agreement;

(i) Liens securing Indebtedness (or insurance policies) to finance insurance premiums owing in the ordinary course of business, to the extent such Liens do not extend to any assets of the Borrower or any Restricted Subsidiaries other than the proceeds of such insurance policies;

(j) Liens on earnest money deposits of cash or Cash Equivalents made in connection with any Investment or Disposition not prohibited hereunder;

(k) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents or other securities on deposit in one or more accounts maintained by the Borrower or any Restricted Subsidiary, in each case granted in the ordinary course of business (or arising by operation of law) in favor of the banks, securities intermediaries or other depository institutions with which such accounts are maintained, securing amounts owing to such institutions with respect to cash management, operating account arrangements and similar arrangements;

(l) Liens in the nature of the right of setoff in favor of counterparties to contractual agreements not otherwise prohibited hereunder with the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(m) the provision of cash collateral securing Indebtedness incurred pursuant to Sections 6.01(i) and 6.01(s);

(n) Liens and cash deposits securing obligations under Swap Agreements not prohibited hereunder;

(o) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(p) Liens in favor of the Loan Parties or Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of another Restricted Subsidiary that is not a Loan Party;

(q) other Liens; *provided* that at the time of the granting of any such Lien the aggregate outstanding principal amount of obligations secured by Liens existing in reliance on this clause (q) (including giving effect to the use of proceeds thereof) shall not exceed the greater of (x) $25,000,000 and (y) 25% of Consolidated Adjusted EBITDA for the Measurement Period at such time;

(r) additional Liens securing Indebtedness otherwise permitted by under Section 6.01(g), so long as the Obligations become secured on an equal and ratable basis with (or senior basis to) such other Liens (and such Lien may equally and ratably secure the Obligations of the Borrower hereunder and any other obligation of the Borrower or a Subsidiary) under a Pari Passu Intercreditor Agreement or other intercreditor arrangements reasonably satisfactory to the Administrative Agent and the Borrower;

(s) any interest or title of a lessor under leases (other than leases constituting Capital Lease Obligations) entered into by the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

(t) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods by the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

(u) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of the Restricted Subsidiaries are located;

(v) Liens on cash and cash and Cash Equivalents used to satisfy or discharge Indebtedness; *provided* such satisfaction or discharge is permitted hereunder; and

(w) Liens created under the Loan Documents (including Liens created under the Loan Documents securing obligations in respect of Secured Swap Agreements and Secured Cash Management Agreements).

Section 6.03 Fundamental Changes.

(a) The Borrower will not, and will not permit any Restricted Subsidiary to, (x) merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, (y) sell, transfer, license, lease, enter into any sale-leaseback transactions with respect to, or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of the assets of the Borrower and the Restricted Subsidiaries, taken as a whole (in each case, whether now owned or hereafter acquired) or (z) liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing:

(i) any Restricted Subsidiary or any other Person may merge into or consolidate with the Borrower in a transaction in which the Borrower is the surviving corporation;

(ii) subject to Section 6.04, any Person (other than the Borrower) may merge into or consolidate with any Restricted Subsidiary in a transaction in which the surviving entity is a Restricted Subsidiary (*provided* that any such merger or consolidation involving a Guarantor shall not result in the transfer of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, to a Person that is not a Guarantor);

(iii) subject to Section 6.04, any Restricted Subsidiary may Dispose of its assets to the Borrower or to another Restricted Subsidiary; *provided* that any such Disposition under this clause (ii) that is made to a Restricted Subsidiary that is not a Loan Party shall in no event be permitted if it would comprise all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole;

(iv) any Restricted Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; and

(v) any Restricted Subsidiary may effect any merger or consolidation that constitutes an Investment, sale or other Disposition that does not involve a transfer or other Disposition of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, and that is otherwise permitted under this Agreement.

(b) The Borrower and its Restricted Subsidiaries, taken as a whole, will not engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Restricted Subsidiaries on the Effective Date and businesses reasonably related, complementary, ancillary or incidental thereto or that constitute reasonable extensions thereof which includes, for the avoidance of doubt, any vertical or horizontal integration.

Section 6.04 Restricted Payments. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, declare or make any Restricted Payments with respect to the Borrower or any of its Restricted Subsidiaries, except:

(a) any Restricted Subsidiary of the Borrower may make Restricted Payments to the Borrower or to any direct or indirect Wholly Owned Restricted Subsidiary of the Borrower, and any non-Wholly Owned Restricted Subsidiary may make Restricted Payments to the Borrower or any of its other Restricted Subsidiaries and to each other owner of Equity Interests of such Restricted Subsidiary ratably based on their relative ownership interests of the relevant class of Equity Interests;

(b) the Borrower may declare and make dividends payable solely in additional shares of Borrower's Qualified Equity Interests and may exchange Equity Interests for its Qualified Equity Interests;

(c) the Borrower may (i) repurchase or pay cash in lieu of fractional shares of its Equity Interests arising out of stock dividends, splits or combinations, business combinations or conversions of convertible securities or exercises of warrants or options or (ii) "net exercise" or "net share settle" warrants or options (or similar incentive interests);

(d) the Borrower may (i) redeem or otherwise cancel Equity Interests or rights in respect thereof granted to directors, officers, employees or other providers of services to the Borrower and the Restricted Subsidiaries in an amount required to satisfy tax withholding obligations relating to the vesting, settlement or exercise of such Equity Interests or rights and to make payments in respect of such withholding taxes, (ii) repurchase Equity Interests or rights in respect thereof granted to directors, officers, employees or other providers of services to the Borrower and the Restricted Subsidiaries in an aggregate amount not exceeding $15,000,000 during any fiscal year; *provided* that any unused amounts pursuant to this clause (d)(ii) during any fiscal year shall carry forward into succeeding fiscal years until applied and any unused amounts pursuant to this clause (d)(ii) with respect to the next succeeding fiscal year may, at the option of the Borrower, be carried back to and used in the then current fiscal year, or (iii) redeem in whole or in part of any of its Equity Interests for another class of its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests; *provided* that such new Equity Interests contain terms and provisions at least as advantageous to the Lenders in all respects material to their interests as those contained in the Equity Interests redeemed thereby;

(e) following a Qualifying IPO, the Borrower or any Restricted Subsidiary may make any Restricted Payment that has been declared by the Borrower or such Restricted Subsidiary, so long as (i) such Restricted Payment would be otherwise permitted under clause (h) of this Section 6.04 at the time so declared and (ii) such Restricted Payment is made within 60 days of such declaration;

(f) following a Qualifying IPO, the Borrower may repurchase Equity Interests pursuant to any accelerated stock repurchase or similar agreement; *provided* that the payment made by the Borrower with respect to such repurchase would be otherwise permitted under clause (h) of this Section 6.04 at the time such agreement was entered into as if it was a Restricted Payment made by the Borrower at such time;

(g) the Borrower may make Restricted Payments (i) to fund payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former employee, director, officer, manager or consultant and any repurchases of Equity Interests in consideration of such payments including deemed repurchases in connection with the exercise of stock options and the vesting of restricted stock and restricted stock units and (ii) to fund payments made or expected to be made by the

Borrower or any Restricted Subsidiary in respect of withholding or similar Taxes payable upon exercise of Equity Interests by any future, present or former employee, director, officer, manager or consultant (or their respective controlled Affiliates, Immediate Family Members or Permitted Transferees) and any repurchases of Equity Interests deemed to occur upon exercise (or vesting) of stock options, warrants or similar incentive interests if such Equity Interests represent a portion of the exercise price of such options or warrants or required withholding or similar taxes;

(h) so long as no Default or Event of Default then exists or would result therefrom, the Borrower may declare or make Restricted Payments; *provided* that at the time of the making of such Restricted Payment the aggregate amount of Restricted Payments made in reliance on this clause (h) shall not exceed the greater of (i) $25,000,000 and (ii) 25% of Consolidated Adjusted EBITDA for the Measurement Period at such time;

(i) [reserved];

(j) [reserved];

(k) the receipt or acceptance by the Borrower or any Restricted Subsidiary of the return of Equity Interests issued by the Borrower or any Restricted Subsidiary to the seller of a Person, business or division as consideration for the purchase of such Person, business or division, which return is in settlement of indemnification claims owed by such seller in connection with such acquisition;

(l) the declaration and payment of Restricted Payment on the Borrower's common Equity Interests (or the payment of Restricted Payments to any direct or indirect parent company of the Borrower to fund a payment of dividends on such company's common stock), following consummation of a Qualifying IPO, in an annual amount for each fiscal year of the Borrower equal to an amount equal to 6.0% of the net cash proceeds of such Qualifying IPO (and any subsequent public offerings) received by or contributed to the Borrower and/or its Subsidiaries, other than public offerings with respect to common Equity Interests registered on Form S-8;

(m) Restricted Payments constituting the Equity Interest of one or more shell companies made in connection with or relating to any reorganization transactions consummated in connection with an IPO or other tax planning activities;

(n) additional Restricted Payments in an amount not to exceed the Available Equity Amount so long as (i) at the time such Restricted Payment is made no Default or Event of Default then exists or would result therefrom and (ii) the Borrower would be in pro forma compliance with the financial covenant in Section 6.09 hereof immediately after giving effect to such Restricted Payment, whether or not the Borrower is required to be in compliance with such financial covenant at the time of such Restricted Payment;

(o) [reserved];

(p) other Restricted Payments so long as (i) Consolidated Adjusted EBITDA for the most recent Measurement Period is a positive number and (ii) the Total Leverage Ratio does not exceed 1.00 to 1.00, determined on a pro forma basis after giving effect to such Restricted Payment as of the last day of the most recent Measurement Period at such time;

(q) [reserved]; and

(r) Restricted Payments to satisfy appraisal or other dissenters' rights of equity holders of any acquired entity, pursuant to or in connection with a consolidation, amalgamation, merger, transfer of assets or acquisition that complies with Section 6.03.

Section 6.05 Dispositions.

The Borrower will not, and will not permit any of its Restricted Subsidiaries to, make any Disposition (other than as part of or in connection with the Transactions), except:

(a) (x) Dispositions of obsolete, worn out, used or surplus property, whether now owned or hereafter acquired, in the ordinary course of business, (y) Dispositions of property no longer used or useful in the conduct of the business of the Borrower or any of its Restricted Subsidiaries, and (z) Dispositions to landlords of improvements made to leased real property pursuant to customary terms of leases entered into in the ordinary course of business;

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property to the Borrower or any Restricted Subsidiary;

(e) Dispositions that otherwise constitute a Permitted Investment (other than pursuant to clause (4) of the definition thereof) or otherwise constitute a Restricted Payment (including a Restricted Investment) permitted by Section 6.04 and Liens permitted by Section 6.02);

(f) Dispositions of non-core assets acquired in connection with Permitted Acquisitions or other Investments after the Effective Date either (x) pursuant to agreements executed in connection with such Permitted Acquisition or Investment or (y) for fair market value, in each case within one year after such Permitted Acquisition or Investment;

(g) Dispositions of Cash Equivalents;

(h) leases, subleases, licenses, cross-licenses or sublicenses which do not materially interfere with the business of the Borrower and its Restricted Subsidiaries taken as a whole;

(i) transfers of property subject to casualty events;

(j) Dispositions of property (other than a Disposition of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries on a consolidated basis); *provided* that, with respect to any Disposition pursuant to this clause (j) involving assets with a fair market value in excess of $10,000,000 (i) at the time of such Disposition (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Event of Default has occurred and is continuing), no Event of Default shall have occurred and be continuing or would result from such Disposition and (ii) at the time a legally binding commitment to make such Disposition is entered into, or if there is no such legally binding commitment, at the time of such Disposition, the Borrower or any of its Restricted Subsidiaries shall receive not less than 75% of the consideration for such Disposition in the form of cash or Cash Equivalents; *provided*, *however*, that for the purposes of this clause (j)(ii), the following shall be deemed to be cash: (A) any liabilities (as shown on the Borrower's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrower or such Restricted Subsidiary (other than liabilities that are by their terms

subordinated to the payment in cash of the Obligations and intercompany liabilities owed to the Borrower or a Restricted Subsidiary), that (i) are assumed by the transferee with respect to the applicable Disposition or (ii) are otherwise cancelled or terminated in connection with the transaction with such transferee and, in each case, for which the Borrower and all of its Restricted Subsidiaries that were obligors with respect to such liability shall have been validly released by all applicable creditors in writing, (B) any securities, notes or other obligations or assets received by the Borrower or the applicable Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, (C) any assets received by the Borrower or such Restricted Subsidiary to the extent used or useful in the business of the Borrower and its Restricted Subsidiaries, and (D) aggregate non-cash consideration received by the Borrower or the applicable Restricted Subsidiary having an aggregate fair market value (determined as of the closing of the applicable Disposition for which such non-cash consideration is received) not to exceed the greater of $25,000,000 and 25.0% of Consolidated Adjusted EBITDA for the Measurement Period at such time (determined at the time of such Disposition) (net of any non-cash consideration converted into cash or Cash Equivalents);

(k) to the extent allowable under Section 1031 of the Code (or comparable or successor provision), any exchange of like property (excluding any boot thereon permitted by such provision) for use in any business conducted by the Borrower or any of the Restricted Subsidiaries;

(l) Dispositions, sales, forgiveness or discounts without recourse of accounts receivable in connection with the compromise or collection thereof, the settlement of delinquent accounts or the bankruptcy or reorganization of suppliers or customers in each case in the ordinary course of business;

(m) Dispositions by any Loan Party to any Restricted Subsidiary that is not a Guarantor of Equity Interests or Indebtedness of other Restricted Subsidiaries that are not Guarantors;

(n) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater value or usefulness to the business of the Borrower and its Restricted Subsidiaries as a whole, as determined in good faith by the Borrower;

(o) any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(p) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(q) the unwinding of any Swap Agreement; and

(r) the lapse or abandonment in the ordinary course of business of any registrations or applications for registration of any intellectual property rights;

provided, that in no event shall any Material IP Rights be transferred to an Unrestricted Subsidiary. To the extent any Collateral is Disposed of as permitted by this Section 6.05 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

Section 6.06 Transactions with Affiliates. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or

otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates (other than between or among the Borrower and its Restricted Subsidiaries and not involving any other Affiliate except as otherwise permitted hereunder), except (a) on terms and conditions substantially as favorable to the Borrower or such Restricted Subsidiary as could be obtained on an arm's-length basis from unrelated third parties, (b) payment of customary directors' fees, reasonable out-of-pocket expense reimbursement, indemnities (including the provision of directors and officers insurance) and compensation arrangements for members of the board of directors, officers or other employees of the Borrower or any of its Subsidiaries, (c) transactions approved by a majority of the disinterested directors of Borrower's board of directors, (d) any transaction or series of related transactions involving amounts less than $5,000,000 individually, (e) any Permitted Investment and any Restricted Payment permitted by Section 6.04, (f) employment and severance arrangements (including salary or guaranteed payments and bonuses) between the Borrower and its Subsidiaries and their respective officers and employees in the ordinary course of business, (g) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers and employees of the Borrower (or any direct or indirect parent company thereof) and the Restricted Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and its Subsidiaries, (h) transactions pursuant to any agreement or arrangement in effect as of the Effective Date and set forth on Schedule 6.06 to the Disclosure Letter, or any amendment, modification, supplement or replacement thereto (so long as any such amendment, modification, supplement or replacement is not disadvantageous in any material respect to the Lenders when taken as a whole as compared to the applicable agreement or arrangement as in effect on the Effective Date as determined by the Borrower in good faith), (i) customary payments by the Borrower and any of the Restricted Subsidiaries made for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions, divestitures or financings) and any subsequent transaction or exit fee, which payments are approved by the majority of the members of the board of directors, (j) any issuance of Qualified Equity Interests, (k) [reserved] and (l), loans, advances and other transactions between or among the Borrower, any Restricted Subsidiary and/or any joint venture or Unrestricted Subsidiary (regardless of the form of legal entity) in which the Borrower or any Subsidiary has invested (and which Subsidiary or joint venture would not be an Affiliate of the Borrower but for the Borrower's or a Subsidiary's ownership of Equity Interests in such joint venture or Subsidiary) to the extent permitted hereunder; *provided* that in the case of a transaction with an Unrestricted Subsidiary, (i) such transaction was entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and (ii) such transaction was entered into by an Unrestricted Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Restricted Subsidiary; *provided*, further, that such transaction with an Unrestricted Subsidiary was not entered into in contemplation of such designation or redesignation, as applicable.

Section 6.07 Use of Proceeds. The Borrower will not request any Borrowing, and the Borrower shall not use, and shall procure that its Subsidiaries shall not use the proceeds of any Loan or issuance of any Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or any transaction that would result in the violation of any Sanctions applicable to any party hereto.

Section 6.08 Burdensome Agreements. Enter into any agreement (other than this Agreement or any other Loan Document) that limits the ability of any Loan Party to create, incur, assume or suffer to exist Liens on property of such Loan Party under the Security Documents to secure the Obligations;

provided that the foregoing shall not apply to agreements which:

(i) (x) exist on the Effective Date and are listed in Schedule 6.08 to the Disclosure Letter and (y) to the extent agreements permitted by clause (x) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted modification, replacement, renewal, extension or refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or refinancing (taken as a whole) does not expand the scope of such restriction (as reasonably determined by the Borrower),

(ii) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such agreements were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary,

(iii) exist under the documentation relating to any Indebtedness of a Restricted Subsidiary that is not a Guarantor and which Indebtedness is permitted by Section 6.01 and which agreement does not apply to any Loan Party,

(iv) are customary restrictions that arise in connection with (x) any Lien permitted by Section 6.02 on specific property that is not Collateral and relate to the property subject to such Lien or (y) any Disposition permitted by Section 6.05 and relate solely to the assets or Person subject to such Disposition,

(v) are customary provisions in joint venture agreements and other similar agreements applicable to joint ventures constituting Permitted Investments or otherwise permitted under Section 6.04 and applicable solely to such joint venture,

(vi) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01 but solely to the extent any negative pledge relates to the property financed by such Indebtedness and the proceeds and products thereof,

(vii) are customary restrictions on leases, subleases, licenses, cross-licenses, sublicenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the property interest, rights or the assets subject thereto,

(viii) are customary provisions restricting subletting, transfer or assignment of any lease governing a leasehold interest of the Borrower or any Restricted Subsidiary,

(ix) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business,

(x) are restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business,

(xi) arise in connection with cash or other deposits permitted under Section 6.02 or the definition of "Permitted Investments," and limited to such cash or deposits,

(xii) comprise restrictions imposed by any agreement governing Indebtedness entered into on or after the Effective Date and permitted under Section 6.01 that are, taken as a whole, in the good faith judgment of the Borrower, not materially more restrictive than the restrictions contained in this Agreement, and

(xiii) are restrictions on cash earnest money deposits in favor of sellers in connections with Investments not prohibited hereunder.

Section 6.09 Financial Covenant. The Borrower will not permit Liquidity to be less than $350,000,000 as of the last day of any Measurement Period, commencing with the Measurement Period ending June 30, 2021.

ARTICLE 7

EVENTS OF DEFAULT

Section 7.01 Events of Default.

If any of the following events (each, an "**Event of Default**") shall occur:

(a) the Borrower shall fail to pay (i) any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise; or (ii) when due any amount payable to the applicable Issuing Bank in reimbursement of any drawing under any Letter of Credit;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 7.01(a)) payable under any of the Loan Documents, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Restricted Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement, any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been incorrect in any material respect when made or deemed made and such incorrect representation or warranty (if curable, including by a restatement of any relevant financial statements) shall remain incorrect for a period of 30 days after notice thereof from the Administrative Agent to the Borrower;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), Section 5.03 (solely with respect to the Borrower's existence), Section 5.08 or in Article 6; *provided* that (i) any Event of Default under Section 6.09 is subject to cure as provided in Section 7.03 and an Event of Default with respect to such Section shall not occur until the expiration of the 10th Business Day subsequent to the date on which the financial statements with respect to the applicable fiscal quarter (or the fiscal year ended on the last day of such fiscal quarter) are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any of the Loan Documents (other than those specified in clause (a), (b) or (d) of this Section 7.01), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Borrower;

(f) the Borrower or any Restricted Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure shall have continued after the applicable grace period, if any;

(g) any breach or default by the Borrower or any of its Restricted Subsidiaries (or substantially similar event) in respect of any Material Indebtedness or any change of control event occurs, in each case, that results in such Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both but with all applicable grace periods in respect of such event or condition under the documentation representing such Material Indebtedness having expired) the holder or holders of such Material Indebtedness or any trustee or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (g) shall not apply to (i) any requirement to, or any offer to, repurchase, prepay or redeem Indebtedness of a Person acquired in an acquisition permitted hereunder, to the extent such offer is required as a result of, or in connection with, such acquisition, (ii) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, or (iii) an early payment requirement, unwinding or termination with respect to any Swap Agreement except an early payment, unwinding or termination that results from a default or non-compliance thereunder by the Borrower or any Restricted Subsidiary, or another event of the type that would constitute an Event of Default;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Restricted Subsidiary (other than any Immaterial Subsidiary) or its debts, or of a substantial part of its assets, under any Debtor Relief Law or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Restricted Subsidiary (other than any Immaterial Subsidiary) or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) except as may otherwise be permitted under Section 6.03, the Borrower or any Restricted Subsidiary (other than any Immaterial Subsidiary) shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section 7.01, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Restricted Subsidiary (other than any Immaterial Subsidiary) or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) one or more enforceable judgments for the payment of money in excess of $50,000,000 in the aggregate shall be rendered against the Borrower or any Restricted Subsidiary or any combination thereof (to the extent not paid or covered by a reputable and solvent independent third-party insurance company which has not disputed coverage) and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party that are material to the business of the Borrower and its Subsidiaries, taken as a whole, to enforce any such judgment and such action shall not be stayed;

(k) (i) an ERISA Event occurs that has resulted or would reasonably be expected to result in liability of any Loan Party in an aggregate amount that would reasonably be expected to result in a Material Adverse Effect, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its Withdrawal Liability under Section 4201 of ERISA under a Multiemployer Plan that has resulted or would reasonably be expected to result in liability of any Loan Party in an aggregate amount that would reasonably be expected to result in a Material Adverse Effect;

(l) a Change in Control shall occur;

(m) any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or the occurrence of the Termination Date, ceases to be in full force and effect; or any Loan Party contests in any manner the validity or enforceability of any Loan Document; or

(n) any Lien purported to be created under any Security Document (i) shall cease to be, or (ii) shall be asserted by any Loan Party not to be, a valid and (to the extent required by the Loan Documents) perfected Lien on any material portion of the Collateral, except as a result of the sale or other Disposition of the applicable Collateral to a Person that is not a Loan Party in a transaction not prohibited under the Loan Documents;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Section 7.01), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments and the obligations of the Issuing Banks to issue any Letter of Credit, and thereupon the Commitments and the obligations of the Issuing Banks to issue any Letter of Credit shall terminate immediately, and (ii) (A) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and (B) require that the Borrower Cash Collateralize the Letters of Credit in the amount of the Agreed L/C Cash Collateral Amount of the then Letter of Credit Usage as provided in Section 2.19(i); and, in the case of any event with respect to the Borrower described in clause (h) or (i) of this Section 7.01, the Commitments and the obligations of the Issuing Banks to issue any Letter of Credit shall automatically terminate, and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

Section 7.02 Application of Funds. After the exercise of remedies provided for in Section 7.01 (or after the Loans have automatically become immediately due and payable and the Letter of Credit Usage shall have automatically been required to be Cash Collateralized as set forth in Section 7.01), any amounts received on account of the Secured Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts payable to the Administrative Agent and each Issuing Bank in their respective capacity as such; ratably among them in proportion to the respective amounts described in this clause *First* payable to them;

Second, on a pro rata basis to (i) payment of all other Secured Obligations, ratably among the Secured Parties, in proportion to the respective amounts described in this clause *Second* payable to them; and (ii) to the Administrative Agent for the account of the applicable Issuing Bank, to Cash Collateralize that portion of Letter of Credit Usage comprised of the aggregate undrawn amount of Letters of Credit at the Agreed L/C Cash Collateral Amount; and

Last, the balance, if any, after all of the Secured Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by law.

Subject to Section 2.19(i), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause *Second* above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Secured Obligations, if any, in the order set forth above, and thereafter applied as provided in clause *Last* above.

Section 7.03 Right to Cure. Notwithstanding anything to the contrary contained in Section 7.01 or 7.02, in the event that the Borrower and its Restricted Subsidiaries fail to comply with the requirements of the Financial Covenant as of the last day of any fiscal quarter of the Borrower, at any time after the beginning of such fiscal quarter until the expiration of the 10th Business Day following the date on which the financial statements with respect to such fiscal quarter (or the fiscal year ended on the last day of such fiscal quarter) are required to be delivered pursuant to Section 5.01(a) or (b), the Borrower shall have the right, but not any obligation, to issue Qualified Equity Interests or other Equity Interests (*provided* such other Equity Interests are reasonably satisfactory to the Administrative Agent) for cash or otherwise receive cash contributions to the capital of the Borrower as cash Qualified Equity Interests or other Equity Interests (*provided* such other Equity Interests are reasonably satisfactory to the Administrative Agent) (collectively, the "**Cure Right**"), and upon the receipt by the Borrower of the net cash proceeds of such issuance or contribution that are not otherwise applied (except to any prepayment of Revolving Loans at the election of the Borrower) (the "**Cure Amount**") pursuant to the exercise by the Borrower of such Cure Right such Financial Covenant shall be recalculated giving effect to the following pro forma adjustment:

(a) Unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries shall be increased with respect to such applicable fiscal quarter, solely for the purpose of measuring the Financial Covenant and not for any other purpose under this Agreement, by an amount equal to the Cure Amount;

(b) if, after giving effect to the foregoing pro forma adjustment, the Borrower and its Restricted Subsidiaries shall then be in compliance with the requirements of the Financial Covenant, the Borrower and its Restricted Subsidiaries shall be deemed to have satisfied the requirements of the Financial Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the Financial Covenant that had occurred shall be deemed cured for the purposes of this Agreement; and

(c) notwithstanding anything herein to the contrary, (i) in each four consecutive fiscal quarter period of the Borrower there shall be at least two fiscal quarters in which the Cure Right is not exercised, (ii) during the term of this Agreement, the Cure Right shall not be exercised more than five times, (iii) the Cure Amount shall be no greater than the amount required for purposes of complying with the Financial Covenant and any amounts in excess thereof shall not be deemed to be a Cure Amount and (iv) the Lenders shall not be required to make a Loan or issue, amend, renew or extend any Letter of Credit unless and until the Borrower has received the Cure Amount required to cause the Borrower and the Restricted Subsidiaries to be in compliance with the Financial Covenant. Notwithstanding any other provision in this Agreement to the contrary, the Cure Amount received pursuant to any exercise of the Cure Right shall be disregarded for purposes of determining the Available Equity Amount.

ARTICLE 8

THE ADMINISTRATIVE AGENT

Section 8.01 Authorization and Action.

(a) Each Lender (in its capacities as a Lender and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Swap Agreements) and each Issuing Bank (in its capacities as an Issuing Bank and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Swap Agreements) hereby irrevocably designates and appoints JPMorgan Chase Bank, N.A. and its successors and assigns to serve as the "administrative agent" under the Loan Documents, and each Lender and each Issuing Bank hereby authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Lender and each Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents. The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lender and each Issuing Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and Issuing Bank for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant hereto for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article 8 and Article 9 (including Section 9.03, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Bank; *provided*, *however*, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Banks with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; *provided*, *further*, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this

Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, Issuing Bank or holder of any other obligation other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article 8 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) No Arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity, but all such Persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to any Loan Party under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Letter of Credit Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order

to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any claim under Sections 2.09, 2.10, 2.12, 2.14 and 9.03) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Bank and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Issuing Banks or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or Issuing Bank in any such proceeding.

(g) The provisions of this Article 8 are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article 8, none of the Borrower or any Subsidiary, or any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article 8.

Section 8.02 Administrative Agent's Reliance, Limitation of Liability, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Loan Documents (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of any Loan Party to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any (i) notice of any of the events or circumstances set forth or described in Section 5.02 unless and until written notice thereof stating that it is a "notice under Section 5.02" in respect of this Agreement and identifying the specific clause under said Section is given to the Administrative Agent by the Borrower, or (ii) notice of any Default or Event of Default unless and until written notice thereof (stating that it is a "notice of Default" or a "notice of an Event of Default") is given to the Administrative Agent by the Borrower, a Lender or an Issuing Bank. Further, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the

contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent, or (vi) the creation, perfection or priority of Liens on the Collateral.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or Issuing Bank and shall not be responsible to any Lender or Issuing Bank for any statements, warranties or representations made by or on behalf of any Loan Party in connection with this Agreement or any other Loan Document, (v) in determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, may presume that such condition is satisfactory to such Lender or Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank sufficiently in advance of the making of such Loan or the issuance of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

Section 8.03 Posting of Communications.

(a) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Banks by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "***Approved Electronic Platform***").

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, each of the Issuing Banks and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, each of the Issuing Banks and the Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM

LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "**APPLICABLE PARTIES**") HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM (EXCEPT TO THE EXTENT SUCH DAMAGES HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH APPLICABLE PARTY). "**Communications**" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to this Section 8.03, including through an Approved Electronic Platform.

(d) Each Lender and each Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender and Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's or Issuing Bank's (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, each of the Issuing Banks and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

Section 8.04 The Administrative Agent Individually. With respect to its Commitment, Loans and Letters of Credit, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or Issuing Bank, as the case may be. The terms "Issuing Banks", "Lenders", "Required Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, Issuing Bank or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, the Borrower, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Banks.

Section 8.05 Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving 30 days' prior written notice thereof to the Lenders, the Issuing Banks and the Borrower, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, (i) the Administrative Agent may appoint one of its Affiliates as a successor Administrative Agent and (ii) if the Administrative Agent has not appointed one of its Affiliates as a successor Administrative Agent pursuant to clause (i) above, the Required Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, (other than if the Administrative Agent appoints one of its Affiliates as a successor Administrative Agent pursuant to clause (i) above), such appointment shall be subject to the prior written approval of the Borrower (which approval may not be unreasonably withheld and shall not be required while a Specified Event of Default has occurred and is continuing). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents.

(b) Notwithstanding paragraph (a) of this Section 8.05, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents; *provided* that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Security Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties, and continue to be entitled to the rights set forth in such Security Document and Loan Document, and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this Section 8.05 (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Security Document, including any action required to maintain the perfection of any such security interest), and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; *provided* that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article 8 and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (i) above.

Section 8.06 Acknowledgements of Lenders and Issuing Banks.

(a) Each Lender and each Issuing Bank represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Bank, in each case in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

Section 8.07 Collateral Matters.

(a) Except with respect to the exercise of setoff rights in accordance with Section 9.08 or with respect to a Secured Party's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof.

(b) In furtherance of the foregoing and not in limitation thereof, no arrangements in respect of Secured Cash Management Agreements and no Secured Swap Agreement will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such arrangement in respect of Secured Cash Management Agreements or Secured Swap Agreement, as applicable, shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(c) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion, to subordinate any Lien on any property granted to or held by the Administrative Agent under

any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(a), (d) or (g) (to the extent, in the case of clause (g), securing Indebtedness incurred pursuant to Section 6.01(f)). The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders or any other Secured Party for any failure to monitor or maintain any portion of the Collateral.

Section 8.08 Credit Bidding. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Secured Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Secured Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Secured Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Secured Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Secured Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Secured Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Secured Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Secured Obligations assigned to the acquisition vehicle exceeds the amount of Secured Obligations credit bid by the acquisition vehicle or otherwise), such Secured Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Secured Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Secured Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Secured Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or

debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

Section 8.09 Withholding Taxes. To the extent required by any applicable law, Administrative Agent may withhold from any payment to any Lender or any Issuing Bank an amount equivalent to any applicable withholding Tax. If the IRS or any other Governmental Authority asserts a claim that Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender or any Issuing Bank for any reason (including because the appropriate documentation was not delivered or was not properly executed or because such Lender or such Issuing Bank failed to notify Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective), or if Administrative Agent reasonably determines that a payment was made to a Lender or an Issuing Bank pursuant to this Agreement without deduction of applicable withholding Tax from such payment, such Lender or such Issuing Bank, as the case may be, shall indemnify Administrative Agent fully for all amounts paid, directly or indirectly, by Administrative Agent as Tax or otherwise, including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender or Issuing Bank by Administrative Agent shall be conclusive absent manifest error. Each Lender and Issuing Bank hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or Issuing Bank under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 8.09. The agreements in this Section 8.09 shall survive the resignation or replacement of Administrative Agent or any assignment of rights by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 8.10 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, each Arranger and their respective Affiliates and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in,

administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of subsections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or the Arrangers or any of their respective Affiliates is a fiduciary with respect to the Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

(c) The Administrative Agent and each Arranger hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy (or other electronic image scan transmission (e.g., pdf via email)), as follows:

(i) if to the Borrower, to it at:

ContextLogic Inc.
One Sansome Street, 40th Floor
San Francisco, CA 94104
Attention: Rajat Bahri, Chief Financial Officer
Email:

with copy to:

ContextLogic Inc.
One Sansome Street, 40th Floor
San Francisco, CA 94104
Attention: Walter Boileau, Vice President and Treasurer
Email:

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Los Angeles, California 90071
Attention: K. Kristine Dunn
Phone:
Fax:
Email:

(ii) if to the Administrative Agent with respect to operational matters including requests for borrowing notices, conversion notices, Prepayment Notices, and similar inquiries, to it at:

JPMorgan Chase Bank, N.A.
10 S. Dearborn St.
Chicago, IL 60603
Attention: Lacey Watkins
Fax:
Email:

(iii) if to JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and collateral agent with respect to overall agency matters including requests for compliance certificates, financial and general queries, to it at:

JPMorgan Chase Bank, N.A.
10 S. Dearborn St., Floor L-2
Chicago, IL 60603
Attention: Jennifer Schmoll

(iv) if to JPMorgan Chase Bank, N.A., in its capacity as a Lender or an Issuing Bank, to it at:

JPMorgan Chase Bank, N.A.
10 S. Dearborn St.
Chicago, IL 60603
Attention: Lacey Watkins
Fax:
Email:

(v) if to any other Lender or any other Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through Approved Electronic Platforms, to the extent provided in clause (b) below, shall be effective as provided in such clause (b).

(b) Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by using Approved Electronic Platforms pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article 2 unless otherwise agreed by the Administrative Agent and the applicable Lender or the applicable Issuing Bank. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto (provided that any (i) Lender may change its address or telecopy number for notices and other communication hereunder by notice solely to the Administrative Agent and the Borrower and (ii) any Loan Party may change its address for notices and other communication hereunder by notice solely to the Administrative Agent).

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, the Issuing Banks or any Lender may have had notice or knowledge of such Default or Event of Default at the time. Notwithstanding the foregoing

Borrower and Administrative Agent may, without the consent of the other Lenders, amend, modify or supplement this Agreement and any other Loan Document to cure any ambiguity, omission, typographical error, defect or inconsistency if such amendment, modification or supplement if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.

(b) Except as expressly provided herein, none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; *provided*, *however*, that no such amendment, waiver or consent shall: (i) extend or increase the Commitment of any Lender or any Issuing Bank (including, without limitation, amending the definition of "Applicable Percentage") without the written consent of such Lender or such Issuing Bank, as applicable (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default or Event of Default shall not constitute an extension or increase of any Commitment of any Lender), (ii) reduce the principal amount of any Loan or Letter of Credit (it being understood that a waiver of any Default or Event of Default shall not constitute a reduction in principal) or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby and, in the case of any Letter of Credit, the applicable Issuing Bank, (iii) postpone the scheduled date of payment of the principal amount of any Loan or Letter of Credit (it being understood that a waiver of any Default or Event of Default shall not constitute a postponement of any scheduled date of payment), or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, without the written consent of each Lender directly affected thereby and, if applicable, the applicable Issuing Bank; *provided*, *however*, that notwithstanding clause (ii) or (iii) of this Section 9.02(b), only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay interest at the default rate set forth in Section 2.10(c), (iv) change the last sentence of Section 2.06(c) or Section 2.15(b), Section 2.15(c) or any other Section hereof providing for the ratable treatment of the Lenders, in each case in a manner that would alter the ratable reduction of Commitments or pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change the payment waterfall provisions of Section 2.17(a)(ii) or Section 7.02, without the written consent of each Lender, (vi) release all or substantially all of the value of the Guarantees under the Guaranty without the written consent of each Lender (other than a Defaulting Lender), except to the extent the release of any Guarantor is permitted pursuant to Article 8 or Section 9.17 (in which case such release may be made by the Administrative Agent acting alone), (vii) release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (other than a Defaulting Lender) (except as expressly provided in the Loan Documents), (viii) change any of the provisions of this Section 9.02 or the percentage referred to in the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender, (ix) waive any condition set forth in Section 4.01 (other than as it relates to the payment of fees and expenses of counsel), or, in the case of any Loans made on the Effective Date, Section 4.02, without the written consent of each Lender and each Issuing Bank or (x) except as provided in Section 9.17, subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien (including without limitation any Indebtedness or Lien issued under this Agreement or any other agreement), as the case may be, without the written consent of each Lender. Notwithstanding anything to the contrary herein, no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be (it being understood that any change to Sections 2.17 and 2.19 shall require the consent of the Administrative Agent and the Issuing Banks).

(c) Notwithstanding the foregoing, this Agreement may be amended as contemplated by (i) Section 2.18 to effect New Commitments pursuant to a Joinder Agreement with only the consent of the

Administrative Agent, the Borrower, the other Loan Parties and the New Lenders providing New Commitments, and (ii) Section 2.20 to effect an extension pursuant to an Extension Agreement with only the consent of the Administrative Agent, the Borrower, the other Loan Parties and the Extending Lenders and the New Extending Lenders.

(d) Notwithstanding the foregoing, (a) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities or replacement tranches of Loans or Commitments to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents and (ii) to include appropriately the Lenders holding such credit facilities or tranches, and (b) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, error, defect or in-consistency.

(e) In connection with any proposed amendment, modification, waiver or termination (a "**Proposed Change**") requiring the consent of all Lenders or all affected Lenders, if the consent of the Required Lenders to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of this Section 9.02 being referred to as a "**Non-Consenting Lender**"), then the Borrower may, at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); *provided* that (a) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, and each Issuing Bank, which consents in each case shall not unreasonably be withheld, (b) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans (if any) and participations in Letter of Credit Disbursements, accrued interest thereon, accrued fees and all other amounts, payable to it hereunder from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (c) unless waived, the Borrower or such Eligible Assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b). Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment need not be a party thereto.

(f) Notwithstanding anything herein or in any other Loan Document to the contrary, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders or each directly affected Lender, as required, have approved any such amendment or waiver; *provided*, *however*, that any such amendment or waiver that would increase or extend the term of the Revolving Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest or fees owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender (other than in connection with the waiver of any obligation of the Borrower to pay interest at the default rate set forth in Section 2.10(c)) or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this paragraph, will require the consent of such Defaulting Lender.

(g) Without the consent of any Lender or Issuing Bank, the Loan Parties and the Administrative Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document. Without the consent of any Lender or Issuing Bank, the Administrative Agent may enter into a Pari Passu Intercreditor Agreement or other intercreditor agreement, in each case, contemplated by this Agreement, in form and substance reasonably satisfactory to the Administrative Agent.

Section 9.03 Expenses; Indemnity; Limitation of Liability; Etc.

(a) Expenses. The Borrower shall pay (i) all reasonable and documented out of pocket costs and expenses incurred by the Administrative Agent, the Issuing Banks, the Lenders, the Arrangers and their respective Affiliates (including, without limitation, the reasonable and documented fees, disbursements and other charges of one firm of counsel for the Administrative Agent, the Issuing Banks, the Lenders and the Arrangers, taken as a whole) in connection with the syndication of the credit facilities provided for herein, the preparation, execution, delivery and administration of, and enforcement or protection of their rights in connection with, this Agreement, any other Loan Document or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable and documented costs and expenses incurred by the Administrative Agent, the Issuing Banks, the Arrangers or any Lender (including, without limitation, the reasonable and documented fees, disbursements and other charges of one firm of counsel for the Administrative Agent, the Issuing Banks, the Lenders and the Arrangers, taken as a whole (and if reasonably necessary, of a single regulatory counsel and a single local counsel in each appropriate jurisdiction and, in the case of an actual or potential conflict of interest where the Administrative Agent, the Issuing Banks, any Lender or any Arranger affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of one other firm of counsel for such affected Person (and if reasonably necessary, of a single regulatory counsel and a single local counsel in each appropriate jurisdiction)), in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 9.03, or in connection with the Loans or Letters of Credit made hereunder, including all such reasonable and documented costs and expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnity. The Borrower shall indemnify the Administrative Agent, the Issuing Banks, the Arrangers and each Lender, and each Related Party, successor, partner, representative or assign of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all Liabilities and reasonable and documented out-of-pocket costs and expenses (including the reasonable and documented fees, charges and disbursements of one firm of counsel for all such Indemnitees (and if reasonably necessary, of a single regulatory counsel and a single local counsel in each appropriate jurisdiction and, in the case of an actual or potential conflict of interest where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of one other firm of counsel for such affected Indemnitee (and if reasonably necessary, of a single regulatory counsel and a single local counsel in each appropriate jurisdiction))), incurred by or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, or, in the case of the Administrative Agent (and any subagent thereof) and its Related

Parties only, the administration, performance and enforcement of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letters of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned, leased or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective Proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or the Borrower or any Affiliate of the Borrower); *provided* that such indemnity shall not, as to any Indemnitee, be available, (x) to the extent that such Liabilities or reasonable and documented out-of-pocket costs or expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee, (y) result from a material breach by such Indemnitee of its obligations under this Agreement or any other Loan Document (as determined by a court of competent jurisdiction by final and non-appealable judgment), or (z) arise from any dispute between and among Indemnitees, to the extent such dispute does not involve an act or omission by the Borrower or its Subsidiaries (as determined by a court of competent jurisdiction by final and non-appealable judgment) other than any proceeding against the Administrative Agent, any Issuing Bank or any Arranger, in each case, acting in such capacity. This Section 9.03(b) shall not apply with respect to Taxes other than Taxes that represent Liabilities, etc., arising from any non-Tax claim. The Borrower will not be required to indemnify any Indemnitee for any amount paid or payable by such Indemnitee in the settlement of any such indemnified Liabilities or reasonable and documented expenses which is entered into by such Indemnitee without Borrower's written consent (such consent not to be unreasonably withheld, conditioned or delayed) unless there is a final, non-appealable judgment of a court of competent jurisdiction for the plaintiff. In the case of any proceeding to which the indemnity in this paragraph applies, such indemnity and reimbursement obligations shall be effective, whether or not such proceeding is brought by the Borrower, any of its equityholders or creditors, an Indemnitee or any other Person, or an Indemnitee is otherwise a party thereto.

(c) Limitation of Liability. To the extent permitted by applicable law (i) the Borrower and any Loan Party shall not assert, and the Borrower and each Loan Party hereby waives, any claim against the Administrative Agent, any Issuing Bank, any Arrangers, any Lender and any Related Party of any of the foregoing Persons (each such Person being called a "**Lender-Related Person**") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet) except to the extent resulting from the willful misconduct or gross negligence of such Lender-Related Person, as determined in a final, non-appealable judgment of a court of competent jurisdiction, and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; *provided* that, nothing in this Section 9.03(c) shall relieve the Borrower or any other Loan Party of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.03(b), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(d) Lender Reimbursement. Each Lender severally agrees to pay any amount required to be paid by the Borrower under paragraphs (a), (b) or (c) of this Section 9.03 to the Administrative Agent, each Issuing Bank, and each Related Party of any of the foregoing Persons (each, an "**Agent-Related Person**") (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Applicable Percentage in effect on the date on which such payment

is sought under this Section 9.03 (or, if such payment is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Applicable Percentage immediately prior to such date), from and against any and all Liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent-Related Person in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent-Related Person under or in connection with any of the foregoing; *provided* that the unreimbursed expense or Liability or related expense, as the case may be, was incurred by or asserted against such Agent-Related Person in its capacity as such; *provided*, *further*, that no Lender shall be liable for the payment of any portion of such Liabilities, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted primarily from such Agent-Related Person's gross negligence or willful misconduct. The agreements in this Section 9.03 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(e) Payments. All amounts due and owing by any Loan Party under this Section 9.03 shall be payable within 10 days after receipt by the Borrower of a certificate of the relevant Indemnitee setting forth in reasonable detail any amount or amounts that such Person is entitled to receive pursuant to this Section 9.03 shall be delivered to the Borrower.

(f) Settlements. The Borrower shall not, without the prior written consent of an Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened proceedings in respect of which indemnity could have been sought hereunder by such Indemnitee unless such settlement (i) includes an unconditional release of such Indemnitee in form and substance reasonably satisfactory to such Indemnitee from all liability or claims that are the subject matter of such proceedings, (ii) does not include any statement as to or any admission of fault, culpability, wrong doing or a failure to act by or on behalf of any Indemnitee and (iii) contains customary confidentiality provisions with respect to the terms of such settlement.

Section 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section 9.04), Indemnitees (to the extent provided in Section 9.03) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment, participations in Letters of Credit and the Revolving Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld or delayed); *provided* that the Borrower shall be deemed to have consented to an assignment of all or a portion of the Revolving Loans and Revolving Commitments unless it shall have objected thereto by written notice to the Administrative Agent within ten (10) Business Days after having received written notice thereof; *provided*, *further* that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Specified Event of Default has occurred and is continuing;

(B) the Administrative Agent (such consent not to be unreasonably withheld or delayed); provided that no consent of the Administrative Agent shall be required for an assignment to a Lender; and

(C) each Issuing Bank (such consent not to be unreasonably withheld or delayed).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment or Revolving Loans and subject to Section 2.16(c), the amount of the Revolving Commitment or Revolving Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $15,000,000 (or a greater amount that is an integral multiple of $1,000,000), unless each of the Borrower and the Administrative Agent otherwise consent; *provided* that no such consent of the Borrower shall be required if a Specified Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee (unless otherwise agreed to by the Administrative Agent in its sole discretion) of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws; and

(E) No assignment or participation shall be made to any Person that was a Disqualified Institution as of the date (the "**Trade Date**") on which the assigning or participating Lender entered into a binding agreement to sell and assign or participate, as applicable, all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment or participation in writing in its

sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any assignee or Participant that becomes a Disqualified Institution after the applicable Trade Date, (x) such assignee or Participant shall not retroactively be disqualified from becoming a Lender or Participant (but such Person shall not be able to increase its Commitments or participations hereunder) and (y) such assignment or participation and, in the case of an assignment, the execution by the Borrower of an Assignment and Assumption with respect to such assignee will not by itself result in such assignee no longer being considered a Disqualified Institution. Any assignment or participation in violation of this clause (E) shall not be void, but the other provisions of this clause (E) shall apply.

The Administrative Agent (A) shall have the right (but not the obligation), and the Borrower hereby expressly authorizes the Administrative Agent, to post the list of Ineligible Institutions and Disqualified Institutions and any updates thereto from time to time on the Approved Electronic Platform, including that portion of the Approved Electronic Platform that is designated for "public side" Lenders and (B) shall provide the list of Ineligible Institutions or Disqualified Institutions and any updates thereto to each Lender or Participant requesting the same.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 2.12, Section 2.13, Section 2.14 and Section 9.03); *provided* that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 9.04.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amounts (and interest amounts) of the Loans and Letter of Credit Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender (with respect to such Lender's interest only), at any reasonable time and from time to time upon reasonable prior notice. The Borrower agrees to indemnify the Administrative Agent from and against any and all Liabilities of whatsoever nature which may be imposed on, asserted against or incurred by the Administrative Agent in performing its duties under this Section 9.04(b)(iv), except to the extent that such Liabilities are determined by a court of competent jurisdiction by final and non-appealable

judgment to have resulted from the gross negligence, bad faith or willful misconduct of the Administrative Agent. The Loans (including principal and interest) are registered obligations and the right, title, and interest of any Lender or its assigns in and to such Loans shall be transferable only upon notation of such transfer in the Register. The parties agree that the Register is intended to establish that the Loans, Commitments and Letters of Credit are in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.04 and any written consent to such assignment required by paragraph (b) of this Section 9.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.04(b), Section 2.15(d) or Section 9.03(d), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph (v).

(c) (i) Subject to Section 9.04(b)(ii)(E), any Lender may, without the consent of, or notice to, the Borrower, the Administrative Agent or the Issuing Banks, sell participations to one or more banks or other entities (a "**Participant**"), other than an Ineligible Institution, in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Revolving Loans owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (C) the Borrower, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (c)(ii) of this Section 9.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 (subject to the requirements and limitations therein, including the requirements under Section 2.14(f) (it being understood that the documentation required under Section 2.14(f) shall be delivered solely to the participating Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04; *provided* that such Participant shall be subject to the provisions of Section 2.16 as if it were an assignee under paragraph (b) of this Section 9.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; *provided* such Participant shall be subject to Section 2.15(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.12 or 2.14 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.16(b) with respect to any Participant.

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant to which it sells a participation and the principal amounts (and interest amounts) of each such Participant's interest in the Revolving Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement, notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank having jurisdiction over such Lender, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 9.05 Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the other Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement or any other Loan Documents, the making of any Loans and the issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default, Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Section 2.12, Section 2.13, Section 2.14, Section 2.19(g) and Section 9.03 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit, the expiration or termination of the Commitments, the resignation of the Administrative Agent, the replacement of any Lender or any Issuing Bank, the resignation of an Issuing Bank or the termination of this Agreement or any provision hereof.

Section 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof

which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy (or other electronic image scan transmission (e.g., pdf via email)) means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 9.07, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Issuing Bank, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other obligations at any time owing by such Issuing Bank, such Lender or such Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower due and owing under this Agreement held by such Issuing Bank or such Lender, irrespective of whether or not such Issuing Bank or such Lender, as applicable, shall have made any demand under this Agreement; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Issuing Bank and each Lender under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) which such Issuing Bank or such Lender may have. Each Issuing Bank and each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such New York

State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Loan Party or their respective properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in subsection (b) of this Section 9.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.10 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Confidentiality.

(a) Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' respective directors, officers, employees, representatives and agents, including accountants, legal counsel and other advisors who need to know such Information in connection with the transactions contemplated by the Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners) (in which case the Administrative Agent, such Issuing Bank or such Lender, as applicable, hereby agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or

Governmental Authority or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law or regulation, to inform the Borrower promptly thereof prior to disclosure), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (in which case the Administrative Agent, such Issuing Bank or such Lender, as applicable, hereby agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or Governmental Authority or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law or regulation, to inform the Borrower promptly thereof prior to disclosure), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder or under any other Loan Document, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.12(a), to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (other than any Disqualified Institution) or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations (other than any Disqualified Institution), (g) on a confidential basis to (1) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided for herein or (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of identification numbers with respect to the credit facilities provided for herein, (h) with the consent of the Borrower or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.12(a) or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrower. For the purposes of this Section 9.12(a), "**Information**" means all information received from or on behalf of the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than customary information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12(a) shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) EACH ISSUING BANK AND EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NONPUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH ISSUING BANK AND EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

Section 9.13 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.13 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

Section 9.14 No Advisory or Fiduciary Responsibility. In connection with all aspects of each Transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that: (a) (i) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders, on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the Transactions contemplated hereby and by the other Loan Documents; (b) (i) each of the Administrative Agent, the Issuing Banks, the Arrangers and the Lenders is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Subsidiaries, or any other Person and (ii) neither the Administrative Agent, any Issuing Bank, any Arranger nor any Lender has any obligation to the Borrower or any of its Affiliates with respect to the Transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Administrative Agent, the Issuing Banks, each Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, any Issuing Bank, any Arranger or any Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates. The Borrower, on behalf of itself and each of its Subsidiaries and Affiliates, agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Administrative Agent, any Issuing Bank, any Arranger or any Lender, on the one hand, and the Borrower, any of its Subsidiaries, or their respective equityholders or Affiliates, on the other. The Borrower agrees that it will not assert any claim against any Agent, the Issuing Bank or Lender based on an alleged breach of fiduciary duty by such Agent, Issuing Bank or Lender in connection with this Agreement and the transactions contemplated hereby.

Section 9.15 Electronic Execution. Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each, an "**Ancillary Document**") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including

deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), 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; *provided* that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; *provided*, *further*, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each other Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

Section 9.16 USA Patriot Act. Each Lender, each Issuing Bank and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower and, if applicable, each Guarantor that, pursuant to the requirements of the USA Patriot Act, it may be required to obtain, verify and record information that identifies the Borrower and, if applicable, each Guarantor, which information includes the name and address of the Borrower and, if applicable, each Guarantor and other information that will allow such Lender, such Issuing Bank or the Administrative Agent, as applicable, to identify the Borrower and each Guarantor in accordance with the USA Patriot Act. The Borrower and, if applicable, each Guarantor shall, promptly following a request by the Administrative Agent, any Issuing Bank or any Lender, provide all documentation and other information that the Administrative Agent, any Issuing Bank or such Lender, as applicable, requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act and the Beneficial Ownership Regulation.

Section 9.17 Release of Liens and Guarantees. A Guarantor shall automatically be released from its obligations under the Loan Documents, and all security interests and Liens created by the Security Documents in Collateral owned by (and, in the case of clauses (1) and (2) below, in each case, to the extent constituting Excluded Assets, upon the request of the Borrower, the Equity Interests of) such Guarantor shall be automatically released, (1) upon the consummation of any transaction permitted by this Agreement

as a result of which such Guarantor ceases to be a Restricted Subsidiary (including pursuant to a merger with a Subsidiary that is not a Loan Party or a designation as an Unrestricted Subsidiary) or (2) upon the request of the Borrower, upon any Guarantor becoming an Excluded Subsidiary; *provided* that the release of any Guarantor from its obligations under the Loan Documents solely as a result of such Guarantor becoming an Excluded Subsidiary of the type described in clause (d) of the definition thereof shall only be permitted if such Guarantor becomes such an Excluded Subsidiary pursuant to a transaction with a third party that is not otherwise an Affiliate of the Borrower and such transaction was not for the primary purpose of releasing the Guarantee of such Guarantor. Upon (i) any sale or other transfer by any Loan Party (other than to the Borrower or any other Loan Party) of any Collateral in a transaction permitted under this Agreement or (ii) the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral or the release of any Loan Party from its Guarantee under the Guaranty pursuant to Section 9.02, the security interests in such Collateral created by the Security Documents or such Guarantee shall be automatically released.

Upon the occurrence of the Termination Date, all obligations under the Loan Documents and all security interests created by the Security Documents shall be automatically released (whether or not on the date of such release there may be any obligations in respect of any Secured Swap Agreements or any Secured Cash Management Agreements). In connection with any termination or release pursuant to this Section 9.17, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 9.17 shall be without recourse to or warranty by the Administrative Agent. The Lenders irrevocably authorize the Administrative Agent to release or subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02 to the extent required by the terms of the obligations secured by such Liens pursuant to documents reasonably acceptable to the Administrative Agent.

Obligations of the Borrower or any of its Subsidiaries under any Secured Cash Management Agreement or Secured Swap Agreement (after giving effect to all netting arrangements relating to such Secured Swap Agreements) shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the Obligations are so secured and guaranteed. No Person shall have any voting rights under any Loan Document solely as a result of the existence of obligations owed to it under any such Secured Swap Agreement or Secured Cash Management Agreement. For the avoidance of doubt, no release of Collateral or Guarantors effected in the manner permitted by this Agreement shall require the consent of any holder of obligations under Secured Swap Agreements or any Secured Cash Management Agreements.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.17.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Section 9.18 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected

Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 9.19 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**" and each such QFC, a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 9.19, the following terms have the following meanings:

"**BHC Act Affiliate**" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. § 1841(k)) of such party.

"**Covered Entity**" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 9.20 Keepwell. The Borrower hereby absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under its Guaranty in respect of any Swap Obligation (*provided*, *however*, that the Borrower shall only be liable under this Section 9.20 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 9.20 voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Borrower under this Section 9.20 shall remain in full force and effect until the payment in full and discharge of the Secured Obligations. The Borrower intends that this Section 9.20 constitute, and this Section 9.20 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CONTEXTLOGIC INC.,
as Borrower

By: /s/ Devang Shah
Name: Devang Shah
Title: General Counsel

[*Signature Page to Revolving Credit Agreement*]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, as an Issuing Bank and as a Lender

By: /s/ Min Park
Name: Min Park
Title: Executive Director

[*Signature Page to Revolving Credit Agreement*]

BANK OF AMERICA, N.A.,
as an Issuing Bank and as a Lender

By: /s/ Ravi Patel
Name: Ravi Patel
Title: Vice President

[*Signature Page to Revolving Credit Agreement*]

GOLDMAN SACHS LENDING PARTNERS LLC,
as an Issuing Bank and as a Lender

By: /s/ Thomas Manning
Name: Thomas Manning
Title: Authorized Signatory

CITIBANK, N.A.,
as a Lender

By: /s/ Thierry Jenar
Name: Thierry Jenar
Title: Managing Director

[*Signature Page to Revolving Credit Agreement*]

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ Annie Chung
Name: Annie Chung
Title: Director

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Director

SILICON VALLEY BANK,
as a Lender and an Issuing Bank

By: /s/ Jonathan Wolter
Name: Jonathan Wolter
Title: Director

UBS AG, STAMFORD BRANCH,
as a Lender

By: /s/ Anthony Joseph
Name: Anthony Joseph
Title: Associate Director

By: /s/ Houssem Daly
Name: Houssem Daly
Title: Associate Director

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Michael Maguire
Name: Michael Maguire
Title: Managing Director

[*Signature Page to Revolving Credit Agreement*]

Schedule 2.01

Lenders, Revolving Commitments and Letter of Credit Issuer Sublimit

Lender	Revolving Commitment	Letter of Credit Issuer Sublimit
JPMorgan Chase Bank, N.A.	$ 55,000,000.00	$ 16,666,666.67
Bank of America, N.A.	$ 55,000,000.00	$ 16,666,666.67
Goldman Sachs Lending Partners LLC	$ 55,000,000.00	$ 16,666,666.67
Citibank, N.A.	$ 25,000,000.00	$ 0.00
Deutsche Bank AG New York Branch	$ 25,000,000.00	$ 0.00
Silicon Valley Bank	$ 25,000,000.00	$ 0.00
UBS AG, Stamford Branch	$ 25,000,000.00	$ 0.00
Sumitomo Mitsui Banking Corporation	$ 15,000,000.00	$ 0.00
Total	**$280,000,000.00**	**$ 50,000,000.00**

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION

[Omitted]

EXHIBIT B

FORM OF BORROWING REQUEST

[Omitted]

EXHIBIT C

FORM OF INTEREST ELECTION REQUEST

[Omitted]

EXHIBIT D

FORM OF REVOLVING NOTE

New York, New York

[Date]

FOR VALUE RECEIVED, CONTEXTLOGIC INC., a corporation organized and existing under the laws of the State of Delaware (the "**Borrower**"), hereby promises to pay to or its registered assigns (the "**Lender**"), in dollars, in immediately available funds, at the office of JPMORGAN CHASE BANK, N.A. (the "**Administrative Agent**") at its Principal Office (such term, and each other capitalized term used but not defined herein shall have the meaning assigned to such term in the Revolving Credit Agreement, dated as of November 20, 2020, among the Borrower, the lenders from time to time party thereto (including the Lender), the issuing banks from time to time party thereto and the Administrative Agent (as amended, restated, amended and restated, modified, extended and/or supplemented from time to time, the "**Credit Agreement**")) on the Maturity Date the unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to the Credit Agreement, payable at such times and in such amounts as are specified in the Credit Agreement.

The Borrower promises also to pay to the Lender interest on the unpaid principal amount of each Revolving Loan incurred by the Borrower from the Lender in like money at said office from the date such Revolving Loan is made until paid at the rates and at the times provided in Section 2.10 of the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement and is entitled to the benefits thereof and of the other Loan Documents (as defined in the Credit Agreement). As provided in the Credit Agreement, this Note is subject to voluntary prepayment, in whole or in part, prior to the Maturity Date and the Revolving Loans may be converted from one Type (as defined in the Credit Agreement) into another Type to the extent provided in the Credit Agreement.

In case an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the principal of and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Credit Agreement.

THIS NOTE AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS NOTE, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and delivered by a duly authorized officer as of the date first written above.

Very truly yours,

CONTEXTLOGIC INC.

By: _____
Name:
Title:

EXHIBIT E

FORM OF GUARANTY AGREEMENT

GUARANTY AGREEMENT, dated as of (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this "**Agreement**"), made by and among each of the undersigned guarantors (with respect to the Borrower (as defined below), solely in respect of any Secured Cash Management Agreement or Secured Swap Agreement to which the Borrower is not a party) (together with any other entity that becomes a guarantor hereunder pursuant to Section 18 hereof, each, a "**Guarantor**" and collectively, the "**Guarantors**") in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with any successor administrative agent, the "**Administrative Agent**"), for the benefit of the Secured Parties (as defined in the Credit Agreement defined below).

Reference is made to the Revolving Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among ContextLogic Inc. (the "**Borrower**"), the lenders from time to time party thereto (the "**Lenders**"), the issuing banks from time to time party thereto (collectively, the "**Issuing Banks**") and the Administrative Agent.

Each Guarantor (other than the Borrower) is a direct or indirect Domestic Subsidiary of the Borrower.

The Lenders have agreed to extend credit to the Borrower and the Issuing Banks have agreed to issue Letters of Credit, in each case, subject to the terms and conditions set forth in the Credit Agreement. Each Guarantor will derive substantial benefits from the extension of credit and/or issuance of Letters of Credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit and the Issuing Banks to issue Letters of Credit. Accordingly, for valuable consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

SECTION 1. *Definitions.*

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Guarantee*.

(a) Each Guarantor hereby irrevocably and unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the Secured Obligations of the Borrower (other than, with respect to the Borrower, in respect of its own obligations). Each Guarantor (other than the Borrower) further agrees that the due and punctual payment of the Secured Obligations of the Borrower may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal of any Secured Obligation of the Borrower. Each Guarantor hereby agrees to be liable under this Agreement, without any limitation as to amount, for all present and future Secured Obligations (other than, with respect to the Borrower, in respect of its own obligations), including specifically all future increases in the outstanding amount of the Loans or other Secured Obligations and other future increases in the Secured Obligations, whether or not any such increase is committed, contemplated or provided for by the Loan Documents on the date hereof.

(b) Each Guarantor agrees that the obligations of each Guarantor hereunder are independent of the obligations of each other Guarantor or any other guarantee of the Secured Obligations of the Borrower and when making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent, any Lender, any Issuing Bank, any Swap Bank or any Cash Management Bank (the Administrative Agent, the Lenders, the Issuing Banks, the Swap Banks and the Cash Management Banks are collectively referred to herein as the "**Guaranteed Parties**") may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against guarantee of the Secured Obligations of the Borrower or any right of offset with respect thereto.

(c) To the maximum extent permitted by applicable law, each Guarantor waives presentment to, demand of payment from and protest to the Borrower of any of the Secured Obligations, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of each Guarantor hereunder shall not be affected by (i) the failure of any Guaranteed Party to assert any claim or demand or to enforce any right or remedy against the Borrower under the provisions of this Agreement (including under Section 2(b) above), any other Loan Document or otherwise; (ii) any extension or renewal of any of the Secured Obligations; (iii) any rescission, waiver, amendment or modification of, or release from, any of the terms or provisions of any other Loan Document or other agreement; (iv) the failure or delay of any Guaranteed Party to exercise any right or remedy against any other guarantor of the Secured Obligations; (v) the failure of any Guaranteed Party to assert any claim or demand or to enforce any remedy under any Loan Document or any other agreement or instrument; (vi) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations; (vii) any increases in the outstanding amount of Loans and other Secured Obligations; or (viii) any other act, omission or delay to do any other act which may or might in any manner or to any extent vary the risk of such Guarantor or otherwise operate as a discharge of such Guarantor as a matter of law or equity or which would impair or eliminate any right of any Guarantor to subrogation (other than payment in full of the Secured Obligations (excluding contingent obligations as to which no claim has been made) or release pursuant to Section 16 hereof).

(d) Each Guarantor further agrees that its guarantee hereunder constitutes a promise of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Secured Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by any Guaranteed Party to any balance of any deposit account or credit on the books of any Guaranteed Party in favor of the Borrower or any Subsidiary or any other Person.

(e) No payment made by the Borrower, any of the other Guarantors or any other Person or received or collected by any Guaranteed Party from the Borrower, any of the other Guarantors or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Secured Obligations or any payment received or collected from such Guarantor in respect of any of the Secured Obligations) remain liable under this Agreement until the discharge of all the Secured Obligations.

(f) Except for the release or termination of a Guarantor's obligations hereunder as provided in Section 16, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason other than the payment in full in cash of the Secured Obligations (excluding contingent obligations as to which no claim has been made), and shall not be subject to any defense, setoff, reduction, counterclaim, recoupment, discharge or termination whatsoever, by reason of the invalidity, illegality or unenforceability of the Secured Obligations, any impossibility in the performance of the Secured Obligations or otherwise.

(g) Each Guarantor further agrees that its obligations hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Guaranteed Party upon the bankruptcy or reorganization of the Borrower or otherwise.

(h) In furtherance of the foregoing and not in limitation of any other right which any Guaranteed Party may have at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any Restricted Subsidiary to pay any Secured Obligation as and when the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Guaranteed Parties in cash an amount equal to the unpaid principal amount of such Secured Obligation.

(i) Notwithstanding anything to the contrary in this Agreement, each Guarantor shall be liable under this Agreement only for amounts aggregating up to the largest amount that would not render its obligations hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other applicable law.

(j) All rights and claims arising under this Section 2 or based upon or relating to any other right of reimbursement, contribution or subrogation that may at any time arise or exist in favor of any Guarantor as to any payment on account of the Secured Obligations made by it or received or collected from its property shall be fully subordinated in all respects to the prior discharge of the Secured Obligations. Until complete discharge of the Secured Obligations, no Guarantor shall demand or receive any payment or distribution whatsoever (whether in cash, property or securities or otherwise) on account of any such right or claim. If any such payment or distribution is made or becomes available to any Guarantor in any bankruptcy case or receivership or insolvency or liquidation proceeding, such payment or distribution shall be delivered by the person making such payment or distribution directly to the Administrative Agent, for application to the payment of the Secured Obligations. If any such payment or distribution is received by any Guarantor, it shall be held by such Guarantor in trust, as trustee of an express trust for the benefit of the Guaranteed Parties, and shall forthwith be transferred and delivered by such Guarantor to the Administrative Agent, in the exact form received and, if necessary, duly endorsed.

SECTION 3. *Representations and Warranties; Additional Agreements.*

(a) Each of the Guarantors represents and warrants to the Administrative Agent that the representations and warranties set forth in Section 3 of the Credit Agreement, each of which as they relate to such Guarantor is hereby incorporated herein by reference, are true and correct, in all material respects, except for representations and warranties that are qualified as to "Material Adverse Effect" or similar language, in which case such representations and warranties shall be true and correct (after giving effect to any such qualification therein) in all respects as of such date, in each case, unless expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and the Administrative Agent shall be entitled to rely on each of such representations and warranties as if they were fully set forth herein, *provided* that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 3(a), be deemed to be a reference to such Guarantor's knowledge.

(b) Until the Termination Date, each Guarantor covenants and agrees with the Administrative Agent for the benefit of the Guaranteed Parties that it will be bound by each of the covenants contained in the Credit Agreement to the extent applicable to such Guarantor.

SECTION 4. *Information.* Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon

the risk of nonpayment of the Secured Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that no Guaranteed Party will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

SECTION 5. *Notices*. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 6. *Survival of Agreement*. All covenants, agreements, representations and warranties made by each Guarantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Administrative Agent and shall survive the execution and delivery of this Agreement, the other Loan Documents and the making of any Loans and the issuance of any Letters of Credit, regardless of any investigation made by the Administrative Agent or on its behalf and notwithstanding that a Guaranteed Party may have had notice or knowledge of any Default, Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as any Secured Obligation (excluding contingent obligations as to which no claim has been made) is outstanding and unpaid and so long as the Commitments have not expired or terminated.

SECTION 7. *Binding Effect; Several Agreement; Successors and Assigns.*

(a) This Agreement shall become effective as to each Guarantor when a counterpart hereof executed on behalf of such Guarantor shall have been delivered to the Administrative Agent (regardless of whether any other Guarantor has executed and delivered a counterpart hereof) and a counterpart hereof shall have been executed on behalf of the Administrative Agent.

(b) Following the effectiveness of this Agreement as to a Guarantor in accordance with subsection (a) of this Section 7, this Agreement shall be binding upon such Guarantor and the Administrative Agent and their respective permitted successors and assigns, and all covenants, promises and agreements by or on behalf of any Guarantor, the Administrative Agent and each other Guaranteed Party that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns, except that no Guarantor shall have the right to assign or transfer any of its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Guarantor and may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of any other Guarantor hereunder.

SECTION 8. *Administrative Agent's Fees and Expenses; Indemnification.*

(a) The parties hereto agree that the Administrative Agent shall be entitled to reimbursement of its expenses incurred hereunder as and to the extent provided in Section 9.03(a) of the Credit Agreement, *mutatis mutandis*.

(b) Each Guarantor, jointly and severally, agrees to indemnify the Administrative Agent and the other Indemnitees as and to the extent provided in Section 9.03(b) of the Credit Agreement, *mutatis mutandis*.

(c) The provisions specified in Section 9.03(c) of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

(d) Any such amounts payable as provided hereunder shall be additional Secured Obligations. The provisions of this Section 8 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 8 shall be payable within 10 Business Days after having received written demand therefor.

SECTION 9. *APPLICABLE LAW*. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 10. *Waivers; Amendment*.

(a) No failure or delay by any Guaranteed Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of each Guaranteed Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Guarantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 10, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Guarantor in any case shall entitle such Guarantor to any other or further notice or demand in similar or other circumstances.

(b) Except as expressly provided in Section 18, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into between the Administrative Agent and each Guarantor with respect to which such waiver, amendment or modification is to apply, in accordance with Section 9.02 of the Credit Agreement.

SECTION 11. *WAIVER OF JURY TRIAL*. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

SECTION 12. *Severability*. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining

provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

SECTION 13. *Counterparts*. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or other electronic imaging means shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 14. *Headings*. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 15. *Jurisdiction; Consent to Service of Process*.

(a) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross claims or third party claims brought against the administrative agent or any of its related parties may only) be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or other Guaranteed Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Guarantor or its properties in the courts of any jurisdiction.

(b) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in sub-section (a) of this Section 15. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 5. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 16. *Termination; Release of a Guarantor*.

(a) This Agreement and the guarantees set forth herein shall terminate when all the Secured Obligations (excluding contingent obligations as to which no claim has been made) have been paid in full, the Lenders have no further commitment to lend under the Credit Agreement, and all Letters of Credit have been cancelled, expired, or Cash Collateralized on terms reasonably satisfactory to the applicable Issuing Bank in an amount equal to the Agreed L/C Cash Collateral Amount of all Letter of Credit Usage.

(b) In the event that all the Equity Interests in any Guarantor are sold, transferred or otherwise disposed of to a Person other than the Borrower or its Subsidiaries in a transaction permitted under the Credit Agreement, such Guarantor shall be automatically released from its obligations under the Loan Documents and the Administrative Agent shall at the Borrower's expense take such action and execute such documents as the Borrower may reasonably request to evidence such release; *provided* that in connection with any such request at the reasonable request of the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer certifying that all the Equity Interests in such Guarantor have been sold, transferred or otherwise disposed of, as applicable, in a transaction permitted under the Credit Agreement (and the Administrative Agent may rely conclusively on such certification without further inquiry). In the event that a Guarantor becomes an Immaterial Subsidiary or an Excluded Subsidiary, the Administrative Agent shall, at the Borrower's expense, promptly take such action and execute such documents as the Borrower may reasonably request to terminate the guarantee of such Guarantor hereunder and release such Guarantor from its obligations under the Loan Documents to the extent permitted by the Credit Agreement and the other Loan Documents; *provided* that in connection with any such request, at the reasonable request of the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer certifying that such Guarantor has become an Immaterial Subsidiary or an Excluded Subsidiary, as applicable (and the Administrative Agent may rely conclusively on such certification without further inquiry) and that the release of such Guarantor is permitted by the Credit Agreement and the other Loan Documents.

SECTION 17. *Right of Setoff*. If a Specified Event of Default shall have occurred and be continuing, each Guaranteed Party and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other obligations at any time owing by such Guaranteed Party or such Affiliate to or for the credit or the account of any Guarantor against any of and all the obligations of such Guarantor due and owing under this Agreement held by such Guaranteed Party, irrespective of whether or not such Guaranteed Party shall have made any demand under this Agreement; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 of the Credit Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Guaranteed Party under this Section 17 are in addition to other rights and remedies (including other rights of setoff) which such Guaranteed Party may have. Each Guaranteed Party agrees to notify such Guarantor and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 18. *Additional Guarantors*. It is understood and agreed that any Domestic Subsidiary of the Borrower that executes a counterpart of, or joinder to, this Agreement after the date hereof pursuant to Section 5.09 of the Credit Agreement shall become a Guarantor hereunder by (a) executing and delivering a counterpart hereof to the Administrative Agent or executing a joinder agreement hereto and delivering

same to the Administrative Agent, in each case as may be requested by (and in form and substance reasonably satisfactory to) the Administrative Agent and (b) taking all actions as specified in this Agreement as would have been taken by such Guarantor had it been an original party to this Agreement, in each case with all documents and actions required to be taken above to be taken to the reasonable satisfaction of the Administrative Agent.

SECTION 19. *Keepwell*. Each Guarantor that is a Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Agreement in respect of any Swap Obligation (*provided*, *however*, that each Qualified ECP Guarantor shall only be liable under this Section 19 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 19, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 19 shall remain in full force and effect until the payment in full and discharge of the Secured Obligations. Each Qualified ECP Guarantor intends that this Section 19 constitute, and this Section 19 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act. For purposes of this Agreement, "**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, each Loan Party that, at the time of the relevant guarantee (or grant of the relevant security interest, as applicable) becomes or would become effective with respect to such Swap Obligation, has total assets exceeding $10,000,000 or such other Person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" with respect to such Swap Obligation at such time by entering into a keepwell pursuant to section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONTEXTLOGIC INC. (solely in respect of any Secured Cash Management Agreement or Secured Swap Agreement to which the Borrower is not a party)

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT F

FORM OF COLLATERAL AGREEMENT

dated as of

among

CONTEXTLOGIC INC.,

THE OTHER GRANTORS

FROM TIME TO TIME PARTY HERETO

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

COLLATERAL AGREEMENT, dated as of (this "**Agreement**"), among CONTEXTLOGIC INC., a Delaware corporation (the "**Borrower**"), the other GRANTORS (as defined herein) from time to time party hereto and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity and together with successors and assigns in such capacity, the "Administrative Agent").

Reference is made to the Revolving Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto, the Issuing Banks party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the Borrower (if any)) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 10.01 Defined Terms.

(a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Credit Agreement; *provided* that each term defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meaning specified in the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

Section 10.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"**Account Debtor**" means any Person who is or may become obligated to any Grantor under, with respect to or on account of an Account.

"After-Acquired Intellectual Property" has the meaning assigned to such term in Section 3.05(d).

"**Agreement**" has the meaning assigned to such term in the preamble to this Agreement.

"**Article 9 Collateral**" has the meaning assigned to such term in Section 3.01(a).

"**Borrower**" has the meaning assigned to such term in the preamble to this Agreement.

"**Collateral**" means the Article 9 Collateral and the Pledged Collateral.

"**Copyright License**" means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

"**Copyrights**" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work arising under the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations of any such copyright in the United States, including registrations and supplemental registrations in the United States Copyright Office, including, in the case of any Grantor, registrations and supplemental registrations in the United States Copyright Office set forth next to its name on Schedule III.

"**Credit Agreement**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"Excluded Equity Interests" has the meaning assigned to such term in Section 2.01.

"**Federal Securities Laws**" has the meaning assigned to such term in Section 4.04.

"**Grantors**" means (a) the Borrower and (b) each Subsidiary that becomes a party to this Agreement as a Grantor after the Effective Date. As of the Effective Date, the Borrower is the only Grantor.

"**Information Certificate**" means the Information Certificate dated the Effective Date delivered to the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time (including as supplemented by any Information Certificate delivered pursuant to Section 5.14).

"**Intellectual Property**" means, with respect to any Person, all intellectual property of every kind and nature now owned or hereafter acquired by any such Person, including all Patents, Copyrights, Licenses, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other proprietary data, information, software and databases.

"**License**" means any Patent License, Trademark License, Copyright License or other written license or sublicense agreement granting rights under Intellectual Property to which any Person is a party.

"**New York UCC**" or "Uniform Commercial Code" means the Uniform Commercial Code as from time to time in effect in the State of New York; *provided*, *however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Administrative Agent's security interest in any item or portion of the Article 9 Collateral is governed by the Uniform Commercial Code or similar law as in effect in a jurisdiction other than the State of New York, the term "**New York UCC**" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"**Patent License**" means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention covered by a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, and all rights of any such Person under any such agreement.

"Patents" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent, all registrations thereof and all applications for letters patent, including registrations and pending applications in the United States Patent and Trademark Office, including, in the case of any Grantor, those filed in connection therewith in the United States Patent and Trademark Office listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"**Pledged Collateral**" has the meaning assigned to such term in Section 2.01.

"**Pledged Debt Securities**" has the meaning assigned to such term in Section 2.01.

"**Pledged Equity Interests**" has the meaning assigned to such term in Section 2.01.

"**Pledged Securities**" means any promissory notes, stock certificates, unit certificates, limited or unlimited liability membership certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"**Security Interest**" has the meaning assigned to such term in Section 3.01(a).

"**Supplement**" means an instrument in the form of Exhibit I hereto, or any other form approved by the Administrative Agent.

"**Trademark License**" means any written agreement, now or hereafter in effect, granting to any Person any right to use any Trademark now or hereafter owned by any other Person or that any other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

"**Trademarks**" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including, in the case of any Grantor, any registrations and applications filed in connection therewith in the United States Patent and Trademark Office set forth next to its name on Schedule III, (b) all goodwill of the business associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

ARTICLE 2
PLEDGE OF SECURITIES

Section 11.01 Pledge. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under (a)(i) all Equity Interests owned by such Grantor on the date hereof, including those Equity Interests listed opposite the name of such Grantor on Schedule II, (ii) any other Equity Interests obtained in the future by such Grantor and (iii) the certificates (if any) representing all such Equity Interests (collectively, the "**Pledged Equity Interests**"); *provided* that the Pledged Equity Interests shall not include any Excluded Assets or Equity Interests of Immaterial Subsidiaries (the Equity Interests excluded pursuant to this proviso being referred to as the "Excluded Equity Interests"); (b)(i) the debt securities owned by such Grantor on the date hereof, including those listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to or otherwise acquired by such Grantor and (iii) the promissory notes and any other instruments evidencing all such debt securities (collectively, the "**Pledged Debt Securities**"); *provided* that the Pledged Debt Securities shall not include any Excluded Assets; (c) all other property that may be delivered to and held by the Administrative Agent pursuant to the terms of this Section 2.01 and Section 2.02; (d) subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above, but excluding Excluded Equity Interests and other Excluded Assets, being collectively referred to as the "Pledged Collateral").

Section 11.02 Delivery of the Pledged Collateral.

(a) Each Grantor agrees to deliver or cause to be delivered to the Administrative Agent (i) on the Effective Date (or such later date as the Administrative Agent agrees in its reasonable discretion), any and all Pledged Securities (other than any uncertificated securities, but only for so long as such securities remain uncertificated) owned by such Grantor on the Effective Date; *provided* that promissory notes and any other instruments constituting Pledged Collateral shall only be so required to be delivered to the extent required pursuant to paragraph (b) of this Section 2.02 and (ii) as promptly as practicable (and in any event within 30 days (or such later date as the Administrative Agent agrees in its reasonable discretion)) after the acquisition thereof, any and all Pledged Securities (other than any uncertificated securities, but only for so long as such securities remain uncertificated) acquired by such Grantor after the Effective Date; *provided* that promissory notes and any other instruments constituting **Pledged Collateral** shall only be so required to be delivered to the extent required pursuant to paragraph (b) of this Section 2.02.

(b) As promptly as practicable (and in any event within 30 days (or such longer period as the Administrative Agent may agree in its reasonable discretion)) after receipt thereof, each Grantor will cause any promissory note evidencing any Indebtedness for borrowed money owed to such Grantor by the Borrower or any Subsidiary in an individual principal amount of $10,000,000 or more to be pledged and delivered to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the terms hereof.

(c) Upon delivery to the Administrative Agent, any certificate or promissory note representing Pledged Securities shall be accompanied by undated stock or note powers, as applicable, duly executed in blank or other undated instruments of transfer duly executed in blank and reasonably satisfactory to the Administrative Agent and by such other instruments and documents as the Administrative Agent may reasonably request in connection therewith. Each delivery of Pledged Securities shall be accompanied by a schedule describing such Pledged Securities, which schedule shall be deemed attached to, and shall supplement, Schedule II and be made a part hereof; *provided* that failure to provide any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities.

Section 11.03 Representations, Warranties and Covenants. The Grantors represent, warrant and covenant to and with the Administrative Agent, for the benefit of the Secured Parties, that:

(a) as of the Effective Date, Schedule II sets forth a true and complete list, with respect to each Grantor, of (i) all the Equity Interests required to be pledged hereunder and owned by such Grantor and the number and percentage of ownership represented by such Pledged Equity Interests and (ii) all the Pledged Debt Securities and Instruments in an individual principal amount of $10,000,000 or more owned by such Grantor;

(b) the Pledged Equity Interests issued by each Grantor and each other Restricted Subsidiary of the Borrower and the Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Equity Interests (other than Pledged Equity Interests consisting of limited liability company interests or partnership interests which, pursuant to the relevant organizational or formation documents, cannot be fully paid and non-assessable), are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally; *provided* that the foregoing representations, insofar as they relate to the Pledged Debt Securities issued by a Person other than the Borrower or any Subsidiary of the Borrower, are made to the knowledge of the Grantors;

(c) each of the Grantors (i) is, as of the date hereof, the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than (A) Liens created hereunder and under any other Loan Document and (B) Liens permitted pursuant to Section 6.02 of the Credit Agreement, (iii) will make no further pledge or create any security interest in or other Lien on, the Pledged Collateral, other than Liens not prohibited by Section 6.02 of the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and the other Loan Documents and Liens not prohibited by Section 6.02 of the Credit Agreement), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Equity Interests and, to the extent issued by the Borrower or any Subsidiary, the Pledged Debt Securities are and will continue to be freely transferable and assignable, and none of the Pledged Equity Interests and, to the extent issued by the Borrower or any Subsidiary, the Pledged Debt Securities are or will be subject to any option, right of first refusal, shareholders agreement, charter, by-law or other organizational document provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect in any manner adverse to the Secured Parties in any material respect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Administrative Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated; and

(f) by virtue of the execution and delivery by the Grantors of this Agreement, the Administrative Agent for the benefit of the Secured Parties has obtained a legal and valid lien on the Pledged Collateral and when any Pledged Securities are delivered to the Administrative Agent in accordance with this Agreement, the Administrative Agent will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities, free of any adverse claims, under the New York UCC to the extent such lien and security interest may be created and perfected under the New York UCC, as security for the payment and performance of the Secured Obligations.

Section 11.04 [Reserved].

Section 11.05 Registration in Nominee Name; Denominations. If an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given the Borrower prior written notice of its intent to exercise such rights, (a) the Administrative Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Administrative Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Grantor will promptly give to the Administrative Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor and (b) the Administrative Agent shall have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

Section 11.06 Voting Rights; Dividends and Interest.

(a) Unless and until an Event of Default shall have occurred and be continuing and the Administrative Agent shall have notified the Grantors that their rights under this Section 2.06 are being suspended:

(i) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any

purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided* that such rights and powers shall not be exercised in any manner that would materially and adversely affect the rights inuring to a holder of any Pledged Collateral or the rights and remedies of any of the Administrative Agent or the other Secured Parties under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same;

(ii) the Administrative Agent shall promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06;

(iii) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that constitute Pledged Equity Interests or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests in the issuer of any Pledged Equity Interests or received in exchange for Pledged Equity Interests or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties and shall be forthwith delivered to the Administrative Agent in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Administrative Agent).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 2.06, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.06 shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions; *provided* that the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to receive and retain such amounts. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.06 shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Administrative Agent). Any and all money and other property paid over to or received by the Administrative Agent pursuant to the provisions of this Section 2.06(b) shall be retained by the Administrative Agent in an account to be established by the Administrative Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower to that effect, the Administrative Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.06, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06, and the obligations of the Administrative Agent under paragraph (a)(ii) of this Section 2.06, shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise directed by the Required Lenders, the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower to that effect, all rights vested in the Administrative Agent pursuant to this Section 2.06(c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers they would otherwise be entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06.

(d) Any notice given by the Administrative Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.06 (i) shall be given in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Administrative Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Administrative Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE 3
SECURITY INTERESTS IN PERSONAL PROPERTY

Section 12.01 Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Article 9 Collateral**"):

(A) all Accounts;

(B) all Chattel Paper;

(C) all Cash and Deposit Accounts;

(D) all Documents;

(E) all Equipment;

(F) all General Intangibles, including all Intellectual Property;

(G) all Instruments;

(H) all Inventory;

(I) all other Goods and Fixtures;

(J) all Investment Property;

(K) all Letter-of-Credit Rights;

(L) all Commercial Tort Claims specifically described on Schedule IV hereto, as such schedule may be supplemented from time to time pursuant to Section 3.04(c);

(M) all books and records pertaining to the Article 9 Collateral; and

(N) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that in no event shall the terms "Article 9 Collateral" or "Pledged Collateral" include, and no Grantor is granting a Security Interest in, (A) any Excluded Assets and (B) any Excluded Equity Interests.

(b) Each Grantor hereby irrevocably authorizes the Administrative Agent, for the benefit of the Secured Parties, at any time and from time to time to file in any relevant jurisdiction any financing statements and continuation statements with respect to the Collateral or any part thereof and amendments thereto, that (i) describe the collateral covered thereby in any manner that the Administrative Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Collateral granted under this Agreement, including indicating the Collateral as all assets or all personal property of such Grantor, in each case, whether now owned or after acquired or arising or words of similar effect, and (ii) contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, if applicable. Each Grantor agrees to provide such information to the Administrative Agent promptly upon the Administrative Agent's reasonable request.

No Grantor shall be required to complete any filings or perform any other action with respect to the perfection of the Security Interests created hereby in any Intellectual Property subsisting in any jurisdiction outside of the United States.

(c) The Security Interest and the security interest granted pursuant to Article II are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

Section 12.02 Representations and Warranties. The Grantors represent and warrant to the Administrative Agent, for the benefit of the Secured Parties, that:

(a) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Administrative Agent, for the benefit of the Secured Parties, the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other

than any consent or approval that has been obtained and except to the extent that failure to obtain or make such consent or approval, as the case may be, individually or in aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) The Information Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name and jurisdiction of organization of each Grantor, is correct and complete in all material respects as of the Effective Date (except that the information therein with respect to the exact legal name of each Grantor shall be true and correct in all respects as of the Effective Date).

(c) As of the Effective Date, Schedule III sets forth a true and correct list, with respect to each Grantor, of all Patents and patent applications owned by such Grantor, including the name of the owner and the registration or application number applicable to such Patent or patent application, in each case registered or applied for in the United States Patent and Trademark Office.

(d) As of the Effective Date, Schedule III sets forth a true and correct list, with respect to each Grantor, of all Trademark registrations and applications owned by such Grantor including the name of the registered owner and the registration or application number applicable to such registrations or applications, in each case registered or applied for in the United States Patent and Trademark Office.

(e) As of the Effective Date, Schedule III sets forth a true and correct list, with respect to each Grantor, of all Copyrights owned or exclusively licensed to such Grantor including the name of the registered owner, title and the registration or serial number thereof, in each case registered or applied for in the United States Copyright Office.

(f) As of the Effective Date, Schedule IV sets forth a true and complete list of all Commercial Tort Claims owned by a Grantor and known by such Grantor to be in existence in an individual amount reasonably estimated by such Grantor to exceed $10,000,000.

(g) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations, and (ii) subject to the filings described in paragraph (b) of this Section 3.02, a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement in the United States (or any political subdivision thereof) pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions.

(h) The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens not prohibited by Section 6.02 of the Credit Agreement. The Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens not prohibited by Section 6.02 of the Credit Agreement.

Section 12.03 Covenants.

(a) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Article 9 Collateral against all Persons, except with respect to Article 9 Collateral that such Grantor determines in its reasonable business judgment is no longer necessary or beneficial to the conduct of such Grantor's business, and to defend the Security Interest of the Administrative Agent in the Article 9 Collateral and the priority thereof against any Lien not permitted pursuant to Section 6.02 of the Credit Agreement, subject to the rights of such Grantor under Section 9.17 of the Credit Agreement and corresponding provisions of the Security Documents to obtain a release of the Liens created under the Security Documents.

(b) Subject to Section 3.03(e), each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements. If any amount payable under or in connection with any of the Article 9 Collateral shall be or become evidenced by any promissory note (which may be a global note) or other instrument (other than any promissory note or other instrument in an individual principal amount of less than $10,000,000 owed to the applicable Grantor by any Person), such note or instrument shall be promptly (but in any event within 30 days of receipt by such Grantor or such longer period as the Administrative Agent may agree in its reasonable discretion) pledged and delivered to the Administrative Agent, for the benefit of the Secured Parties, together with an undated instrument of transfer duly executed in blank and in a manner reasonably satisfactory to the Administrative Agent.

(c) If an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given the Borrower prior written notice of its intent to exercise such rights, at its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement, this Agreement or any other Loan Document and within a reasonable period of time after the Administrative Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Administrative Agent, within 10 days after demand, for any reasonable payment made or any reasonable out-of-pocket expense incurred by the Administrative Agent pursuant to the foregoing authorization; *provided* that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(d) Each Grantor shall remain liable, as between such Grantor and the relevant counterparty under each contract, agreement or instrument relating to the Article 9 Collateral, to observe and perform all the conditions and obligations to be observed and performed by it under such contract, agreement or instrument, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the other Secured Parties from and against any and all liability for such performance.

(e) Notwithstanding anything in this Agreement or other Loan Document to the contrary, no Grantor shall be required by this Agreement to perfect the security interests created hereunder by any means other than (i) filings of a Uniform Commercial Code financing statement, and (ii) in the case of Collateral that constitutes Pledged Securities, Instruments, Certificated Securities or Negotiable Documents, delivery thereof to the Administrative Agent in accordance with the terms hereof (together with, where applicable, undated stock or note powers or other undated proper instruments of assignment). Notwithstanding anything in this Agreement to the contrary, no Grantor shall be required to (i) complete or effect any filings or other action with respect to the perfection of the security interests created hereby in any jurisdiction outside of the United States; (ii) deliver control agreements with respect to, or confer perfection by "control" over, any Deposit Accounts and other bank or securities or commodities accounts or any other assets requiring perfection by control agreements; (iii) take any action to perfect the security interest granted hereunder in Letter-of-Credit Rights (other than filing of UCC financing statements); (iv) deliver landlord lien waivers, estoppel certificates or collateral access agreements or letters in any circumstances; (v) make any filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) in respect of Intellectual Property owned by such Grantor to perfect the Liens granted hereunder; or (vi) file, record or register any mortgage, deed of trust, assignment of leases and rents or other security document granting a lien on any fee owned parcel of real property.

(f) Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, upon the occurrence and during the continuance of an Event of Default and after prior written notice to the Borrower of its intent to exercise such rights, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent reasonably deems advisable. All sums disbursed by the Administrative Agent (including reasonable and documented attorney's fees, costs and expenses) in connection with this paragraph shall be payable by the Grantors to the Administrative Agent and shall be additional Secured Obligations secured hereby.

Section 12.04 Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Administrative Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments constituting Collateral (other than Instruments with an individual face amount of less than $10,000,000 and other than checks to be deposited in the ordinary course of business), such Grantor shall promptly (but in any event within 30 days of receipt by such Grantor or such longer period as the Administrative Agent may agree in its reasonable discretion) endorse, assign and deliver the same to the Administrative Agent, for the benefit of the Secured Parties, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time reasonably request.

(b) Investment Property. Except to the extent otherwise provided in Article II, if any Grantor shall at any time hold or acquire any certificated securities constituting Pledged Securities, such Grantor shall promptly (but in any event within 30 days of receipt by such Grantor or such longer period as the Administrative Agent may agree in its reasonable discretion) endorse, assign and deliver the same to the Administrative Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time reasonably request.

(c) Commercial Tort Claims. If any Grantor shall at any time after the date of this Agreement acquire a Commercial Tort Claim known by such Grantor to be in existence in an individual amount reasonably estimated by such Grantor to exceed $10,000,000, such Grantor shall promptly notify the Administrative Agent thereof in a writing signed by such Grantor, including a summary description of such claim, and Schedule IV shall be deemed to be supplemented to include such description of such commercial tort claim as set forth in such writing.

(d) Limitations on Perfection. Notwithstanding anything herein to the contrary, no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the United States (including any Equity Interests of any Foreign Subsidiary and foreign Intellectual Property) or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction).

Section 12.05 Covenants Regarding Patent, Trademark and Copyright Collateral.

(a) Except, in each case, to the extent failure so to act would not reasonably be expected to have a Material Adverse Effect, with respect to registration or pending application of each item of its owned United States Intellectual Property, each Grantor agrees (i) to maintain the validity and enforceability of any registered owned United States Intellectual Property (or applications therefor) and to maintain such registrations and applications of such Intellectual Property in full force and effect and (ii) to pursue the registration and maintenance of each Patent, Trademark or Copyright registration or application, now or hereafter included in the owned Intellectual Property of such Grantor, including the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office, the United States Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except, in each case, as would not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its owned United States Intellectual Property may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so would not reasonably be expected to have a Material Adverse Effect, each Grantor shall take reasonable steps to preserve and protect each item of its owned United States registered Intellectual Property, including maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all reasonable steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) In the event that any Grantor, whether by acquisition, assignment, filing or otherwise, acquires any right in United States registered Intellectual Property (including, without limitation, continuation-in-part patent applications) after the Effective Date (collectively, the "**After-Acquired Intellectual Property**"), such After-Acquired Intellectual Property shall automatically be included as part of the Collateral and shall be subject to the terms and conditions of this Agreement.

(e) Nothing in this Agreement shall prevent any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue or otherwise allowing to lapse, terminate or put into the public domain any of its Intellectual Property to the extent permitted by the Credit Agreement.

ARTICLE 4
REMEDIES

Section 13.01 Remedies upon Default. If an Event of Default shall have occurred and is continuing and the Administrative Agent shall have notified the Grantors in writing of its intent to exercise such rights, each Grantor agrees to deliver, on demand, each item of Collateral to the Administrative Agent or any Person designated by the Administrative Agent, and it is agreed that the Administrative Agent shall have the right, at the same or different times, with or without legal process and with or without demand for performance but with notice (which need not be prior notice), to take possession of the Article 9 Collateral

and the Pledged Collateral and without liability for trespass to enter any premises where the Article 9 Collateral or the Pledged Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and the Pledged Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors no less than 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral

or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Section 13.02 Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with Section 7.02 of the Credit Agreement.

Section 13.03 Grant of License to Use Intellectual Property. Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement, each Grantor, solely during the continuance of an Event of Default, grants to the Administrative Agent a nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof (in each case subject to any Grantor's reasonable security policies and obligations of confidentiality as previously disclosed to the Administrative Agent) to the extent that such non-exclusive license (a) does not violate the express terms of any agreement between a Grantor and a third party governing the applicable Grantor's use of such Collateral consisting of Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein and (b) is not prohibited by any applicable law, rule or regulation; *provided* that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. The use of such license by the Administrative Agent may only be exercised, at the option of the Administrative Agent, during the continuation of an Event of Default; *provided*, *further*, that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

Section 13.04 Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "**Federal Securities Laws**") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable blue sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Administrative Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Administrative Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws to the extent the Administrative Agent has determined that such a registration is not required by any applicable law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such

restrictions. In the event of any such sale, the Administrative Agent and the other Secured Parties shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

ARTICLE 5
MISCELLANEOUS

Section 14.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

Section 14.02 Waivers; Amendment.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Except as contemplated with respect to supplements in Section 5.14, 3.04(c), 3.05(e) and 2.02(c), neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; *provided* that the Administrative Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term "Collateral and Guarantee Requirement" in the Credit Agreement.

Section 14.03 Administrative Agent's Fees and Expenses; Indemnification.

(a) Each Grantor, jointly with the other Grantors and severally, agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the "**Borrower**" shall be deemed to be a reference to "each Grantor".

(b) Each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Administrative Agent and the other Indemnitees as provided in Section 9.03(b) of the Credit Agreement, *mutatis mutandis*; *provided* that each reference therein to the "**Borrower**" shall be deemed to be a reference to "each Grantor".

(c) The provisions specified in Section 9.03(c) of the Credit Agreement also apply to this Agreement, *mutatis mutandis*; *provided* that each reference therein to the "**Borrower**" or "Loan Party" shall be deemed to be a reference to "each Grantor".

(d) The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Secured Party. All amounts due under this Section 5.03 shall be payable within 10 Business Days after receipt by the Borrower of a certificate of the relevant Indemnitee setting forth in reasonable detail any amount or amounts that such Person is entitled to receive pursuant to this Section 5.03; *provided*, *however*, any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

Section 14.04 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns.

Section 14.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Administrative Agent, any Issuing Bank, any Lender or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as the Termination Date shall have occurred.

Section 14.06 Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the

Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, restated, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 14.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

Section 14.08 Right of Set-Off. If an Event of Default under Sections 7.01(a), (b), (h) or (i) of the Credit Agreement shall have occurred and be continuing, each Lender and each Issuing Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or such Issuing Bank to or for the credit or the account of any Grantor against any of and all the obligations of such Grantor then due and owing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such Indebtedness. The applicable Lender and Issuing Bank shall notify the applicable Grantor and the Administrative Agent of such setoff and application; *provided* that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section 5.08. The rights of each Lender and each Issuing Bank under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender and such Issuing Bank may have.

Section 14.09 Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY (AND ANY SUCH CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS BROUGHT AGAINST THE ADMINISTRATIVE AGENT OR ANY OF ITS

RELATED PARTIES MAY ONLY) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY ISSUING BANK OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 5.09. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 5.01. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 14.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 14.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 14.12 Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any

other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

Section 14.13 Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate upon the occurrence of the Termination Date.

(b) The Security Interest and all other security interests granted hereby shall also terminate and automatically be released at the time or times and in the manner set forth in Section 9.17 of the Credit Agreement. A Grantor shall also automatically be released from its obligations under this Agreement at the time or times and in the manner set forth in Section 9.17 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section 5.13, the Administrative Agent shall promptly execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release and take all other actions reasonably requested by any Grantor, at such Grantor's expense, in connection with such release. Any execution and delivery of documents by the Administrative Agent pursuant to this Section 5.13 shall be without recourse to or warranty by the Administrative Agent.

Section 14.14 Additional Grantors. Pursuant to the Credit Agreement, additional Domestic Subsidiaries of the Borrower may or may be required to become Grantors after the date hereof. Upon execution and delivery by the Administrative Agent and a Domestic Subsidiary of the Borrower of a Supplement (which shall be accompanied by an Information Certificate duly executed by such Domestic Subsidiary), any such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any Domestic Subsidiary as a party to this Agreement.

Section 14.15 Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and notice by the Administrative Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make

payment directly to the Administrative Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONTEXTLOGIC INC.

By: _____
Name:
Title:

[*Signature Page to Collateral Agreement*]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

GRANTORS

Grantor	Jurisdiction of Incorporation

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Certificate No.	Number of Equity Interests Owned	Percentage of Interest Pledged

PLEDGED DEBT SECURITIES AND INSTRUMENTS

U.S. COPYRIGHTS

Copyright	Copyright No.	Owner

U.S. PATENTS

Owner	Title	Registration Number	Application Number	Registration Date	Application Date

U.S. TRADEMARKS

Owner	Trademark	Registration Number	Serial / Application Number	Registration Date	Application Date

COMMERCIAL TORT CLAIMS

SUPPLEMENT NO. dated as of [, 20] (this "**Supplement**"), to the Collateral Agreement dated as of (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among CONTEXTLOGIC INC., a Delaware corporation (the "**Borrower**"), the other GRANTORS from time to time party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity and together with successors and assigns in such capacity, the "**Administrative Agent**").

A. Reference is made to (a) the Revolving Credit Agreement, dated as of November 20, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Collateral Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement, as applicable.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 5.14 of the Collateral Agreement provides that additional Domestic Subsidiaries may become Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Domestic Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Collateral Agreement, the New Grantor by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of the New Grantor's right, title and interest in, to and under the Pledged Collateral and the Article 9 Collateral (as each such term is defined in the Collateral Agreement). Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include the New Grantor. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together

shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. The words "execution," "signed," "signature," and words of like import in this Supplement or any document to be signed in connection with this Supplement shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Supplement shall become effective as to the New Grantor when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Administrative Agent and the other Secured Parties and their respective permitted successors and assigns, except that the New Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Collateral Agreement and the Credit Agreement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule with the true and correct legal name of the New Grantor, its jurisdiction of organization and the location of its chief executive office, in each case as of the date hereof, (b) Schedule II sets forth, as of the date hereof, a true and complete list, with respect to the New Grantor, of (i) all the Equity Interests owned by the New Grantor in any Subsidiary (other than any Equity Interests constituting Excluded Assets or Excluded Equity Interests) and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by the New Grantor and (ii) all the Pledged Debt Securities owned by the New Grantor and all Instruments owned by the New Grantor, in each case, in an individual principal amount of $10,000,000 or more, (c) Schedule III attached hereto sets forth, as of the date hereof, (i) all of the New Grantor's Patents constituting Article 9 Collateral and registered or applied for in the United States Patent and Trademark Office, including the name of the registered owner, type, registration or application number and the expiration date (if already registered) of each such Patent owned by the New Grantor, (ii) all of the New Grantor's Trademarks constituting Article 9 Collateral and registered or applied for in the United States Patent and Trademark Office, including the name of the registered owner, the registration or application number and the expiration date (if already registered) of each such Trademark owned by the New Grantor, and (iii) all of the New Grantor's Copyrights constituting Article 9 Collateral and registered in the United States Copyright Office, including the name of the registered owner, title and the registration number of each such Copyright owned by the New Grantor, and (d) Schedule IV attached hereto sets forth, as of the date hereof, each Commercial Tort Claim owned by the New Grantor and known by the New Grantor to be in existence in an individual amount reasonably estimated by the New Grantor to exceed $10,000,000.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The New Grantor agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder and under the Collateral Agreement as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the "**Borrower**" shall be deemed to be a reference to "**the New Grantor**".

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

Schedule I
to Supplement No. to the Collateral Agreement

Name	Jurisdiction of Formation/ Incorporation	Chief Executive Office

Schedule II
to Supplement No. to the Collateral Agreement

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Certificate No.	Number of Equity Interests Owned	Percentage Pledged

PLEDGED DEBT SECURITIES AND INSTRUMENTS

Grantor	Issuer	Original Principal Amount	Date of Note	Maturity Date

U.S. COPYRIGHTS

Copyright	Copyright No.	Owner

Schedule III
to Supplement No. to the Collateral Agreement

U.S. PATENTS

Title	Serial/Patent Number	Owner

Schedule III
to Supplement No. to the Collateral Agreement

U.S. TRADEMARKS

Owner	Serial Number	Reg. Number	Word Mark

COMMERCIAL TORT CLAIMS

EXHIBIT G

FORM OF COMPLIANCE CERTIFICATE

[Omitted]

EXHIBIT H-1

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

EXHIBIT H-2

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Participants That Are Neither U.S. Persons Nor Partnerships For U.S. Federal Income Tax Purposes)

EXHIBIT H-3

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Participants That Are Not U.S. Persons And That Are Partnerships For U.S. Federal Income Tax Purposes)

EXHIBIT H-4

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

EXHIBIT I

FORM OF ANNUAL FORECAST

[Omitted]

EXHIBIT J

FORM OF INTERCOMPANY SUBORDINATION AGREEMENT

This INTERCOMPANY SUBORDINATION AGREEMENT (this "**Agreement**"), dated as of , is entered into by and among the Persons listed on the signature pages hereof, in favor of the Agent (as defined below).

Reference is made to that certain Revolving Credit Agreement, dated as of November 20, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among ContextLogic Inc., a Delaware corporation ("**Borrower**"), the Lenders party thereto, the Issuing Banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent (the "**Agent**"), and the other parties from time to time party thereto. Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement.

Each of the undersigned Loan Parties is now or may hereafter become indebted or otherwise obligated (each, of the undersigned Loan Parties in its capacity as a payor, a "**Payor**") to such other undersigned Person that is not a Loan Party (each of the undersigned that is not a Loan Party in its capacity as a payee, a "**Payee**") in respect of Indebtedness (the unpaid principal amount and all other amounts payable in respect thereof, "**Intercompany Subordinated Indebtedness**").

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Anything in this Agreement to the contrary notwithstanding, any Intercompany Subordinated Indebtedness owed by any Payor to any Payee shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to the Secured Obligations until the Termination Date shall have occurred (such Secured Obligations and other indebtedness and obligations in connection with any renewal, refunding, restructuring or refinancing thereof, including interest thereon, fees, and expenses accruing after the commencement of any case or proceedings referred to in clause (i) below, whether or not such interest, fees, or expenses is an allowed claim in such case or proceeding, being hereinafter collectively referred to as the "**Senior Indebtedness**"); *provided* that each Payor may make payments to the applicable Payee so long as no Event of Default under the Credit Agreement shall have occurred and be continuing and such Payor has not received notice thereof from the Agent (*provided* that no such notice shall be required to be given in the case of any Event of Default arising under Section 7.01(h) or 7.01(i) of the Credit Agreement).

In the event of any insolvency or bankruptcy case or proceedings under the Bankruptcy Code or any other Debtor Relief Law, and any receivership, liquidation, reorganization or other similar case or proceedings in connection therewith, relating to any Payor or to its property, and in the event of any case or proceedings for voluntary liquidation, dissolution or other winding up of such Payor (except as expressly permitted by the Credit Agreement), whether or not involving insolvency or bankruptcy, then, if an Event of Default has occurred and is continuing, (x) the holders of Senior Indebtedness shall be paid in full in cash in respect of all amounts constituting Senior Indebtedness (other than contingent obligations not yet validly asserted) before any Payee is entitled to receive (whether directly or indirectly), or make any demands for, any payment or distribution on account of this Agreement and (y) until the holders of Senior Indebtedness are paid in full in cash in respect of all amounts constituting Senior Indebtedness (other than (A) contingent obligations not yet validly asserted and (B) obligations in respect of any Secured Cash Management Agreement and obligations in respect of any Secured Swap Agreement), any payment or

distribution to which such Payee would otherwise be entitled (other than debt securities of such Payor that are subordinated, to at least the same extent as this Agreement, to the payment of all Senior Indebtedness then outstanding (such securities being hereinafter referred to as "**Restructured Debt Securities**")) shall be made to the holders of Senior Indebtedness.

If any Event of Default occurs and is continuing after prior written notice from the Agent (*provided* that no such notice shall be required to be given in the case of any Event of Default arising under Section 7.01(h) or 7.01(i) of the Credit Agreement) to Borrower, then no payment or distribution of any kind or character shall be made by or on behalf of the Payor, or any other Person on its behalf, with respect to any Intercompany Subordinated Indebtedness.

If any payment or distribution of any character, whether in cash, securities or other property (other than Restructured Debt Securities), and whether directly, by purchase, redemption, exercise of any right of setoff, recoupment, or otherwise, with respect to any amounts outstanding under any Intercompany Subordinated Indebtedness shall (despite these subordination provisions) be received by any Payee in violation of clause (i) or (ii) above prior to the Termination Date, such payment or distribution shall be held by such Payee in trust (segregated from all other property of such Payee) for the benefit of the Agent, and shall be promptly paid over or delivered to the Agent for application in accordance with the Credit Agreement.

Each Payee agrees to file all claims and proofs of claim against each relevant Payor in any bankruptcy or other case or proceeding (including any case or proceedings referred to in clause (i) above) in which the filing of claims or proofs of claim is required by law or applicable court order in respect of any Intercompany Subordinated Indebtedness. If for any reason a Payee fails to file such claim or proof of claim such Payee hereby irrevocably appoints the Agent as its true and lawful attorney in fact and the Agent is hereby authorized to act as attorney in fact in such Payee's name to file such claim or proof of claim or, in the Agent's discretion, to assign such claim to and cause a proof of claim to be filed in the name of the Agent or its nominee. In all such cases or proceedings, whether in administration, bankruptcy or otherwise (including any case or proceedings referred to in clause (i) above), the person or persons authorized to pay such claim shall pay to the Agent the full amount payable on the claim in the proceeding, and, to the full extent necessary for that purpose, each Payee hereby assigns to the Agent all of such Payee's rights to any payments or distributions to which such Payee otherwise would be entitled. If the amount so paid is greater than such Payee's liability hereunder, the Agent shall pay the excess amount to the party entitled thereto pursuant to the Loan Documents and applicable law. In addition, each Payee hereby irrevocably appoints the Agent as its attorney-in-fact to exercise all of such Payee's voting rights in connection with any bankruptcy case or proceeding (including any case or proceedings referred to in clause (i) above) or any proposed plan for the reorganization or similar dispositive restructuring plan of each relevant Payor, and the Agent is hereby authorized to act as attorney-in-fact in such Payee's name to exercise all of such Payee's voting rights.

Each Payee waives the right to compel that any property of any Payor or any property of any guarantor of any Senior Indebtedness or any other Person be applied in any particular order to discharge such Senior Indebtedness. Each Payee expressly waives the right to require the Agent or any other holder of Senior Indebtedness to proceed against any Payor, any guarantor of any Senior Indebtedness or any other Person, or to pursue any other remedy in its or their power that such Payee cannot pursue and that would lighten such Payee's burden, notwithstanding that the failure of the Agent or any such other holder to do so may thereby prejudice such Payee. Each Payee agrees that it shall not be discharged, exonerated or have its obligations hereunder reduced (i) as a result of any delay by the Agent or any other holder of Senior Indebtedness in proceeding against or enforcing any remedy against any Payor, any guarantor of

any Senior Indebtedness or any other Person; (ii) by the Agent or any holder of Senior Indebtedness releasing any Payor, any guarantor of any Senior Indebtedness or any other Person from all or any part of the Senior Indebtedness; or (iii) by the discharge of any Payor, any guarantor of any Senior Indebtedness or any other Person by an operation of law or otherwise, with or without the intervention or omission of the Agent or any such holder.

Each Payee waives all rights and defenses arising out of an election of remedies by the Agent or any other holder of Senior Indebtedness, even though that election of remedies, including any nonjudicial foreclosure with respect to any property securing any Senior Indebtedness (if any), has impaired the value of such Payee's rights of subrogation, reimbursement, or contribution against any Payor, any guarantor of any Senior Indebtedness or any other Person. Each Payee expressly waives any rights or defenses it may have by reason of protection afforded to any Payor, any guarantor of any Senior Indebtedness or any other Person with respect to the Senior Indebtedness pursuant to any anti-deficiency laws or other laws of similar import that limit or discharge the principal debtor's indebtedness upon judicial or nonjudicial foreclosure of property or assets securing any Senior Indebtedness (if any).

Each Payee agrees that, without the necessity of any reservation of rights against it, and without notice to or further assent by it, any demand for payment of any Senior Indebtedness made by the Agent or any other holder of Senior Indebtedness may be rescinded in whole or in part by the Agent or such holder, and any Senior Indebtedness may be continued, and the Senior Indebtedness or the liability of any Payee, any guarantor thereof or any other Person obligated thereunder, or any right of offset, setoff, or recoupment with respect thereto, may, from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised, waived, surrendered or released by the Agent or any other holder of Senior Indebtedness, in each case without notice to or further assent by such Payee, which will remain bound hereunder, and without impairing, abridging, releasing or affecting the subordination provided for herein.

To the maximum extent permitted by applicable law, each Payee waives any and all notice of the creation, renewal, extension or accrual of any Senior Indebtedness, and any and all notice of or proof of reliance by holders of Senior Indebtedness upon the subordination provisions set forth herein. The Senior Indebtedness shall be deemed conclusively to have been created, contracted or incurred, and the consent to create the obligations of any Payee with respect to Intercompany Subordinated Indebtedness shall be deemed conclusively to have been given, in reliance upon the subordination provisions set forth herein.

To the maximum extent permitted by law, each Payee waives any claim it might have against the Agent or any other holder of Senior Indebtedness with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of the Agent or any such holder, or any of their Related Parties, with respect to any exercise of rights or remedies under the Loan Documents, except to the extent due to the gross negligence or willful misconduct of the Agent or any such holder, as the case may be, or any of its Related Parties, as determined by a court of competent jurisdiction in a final and non-appealable judgment. None of the Agent, any other holder of Senior Indebtedness or any of their Related Parties shall be liable for failure to demand, collect or realize upon any guarantee of any Senior Indebtedness, or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any property upon the request of any Payor, any Payee or any other Person or to take any other action whatsoever with regard to any such guarantee or any other property.

Each Payee and each Payor hereby agree that the subordination provisions set forth in this Agreement are for the benefit of the Agent and the other holders of Senior Indebtedness. Each Payee agrees

that the subordination provisions set forth in this Agreement constitute an enforceable "subordination agreement" within the meaning of Section 510(a) of the Bankruptcy Code or any similar provision of any other applicable Debtor Relief Law. The Agent and the other holders of Senior Indebtedness are obligees under this Agreement to the same extent as if their names were written herein as such and the Agent may, on behalf of itself and such other holders, proceed to enforce the subordination provisions set forth herein. The subordination provisions set forth in this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Indebtedness is rescinded, avoided, or must otherwise be returned by the Agent or any other holder of Senior Indebtedness upon or in connection with any case or proceedings referred to in clause (i) above of any Payor or otherwise, all as though such payment had not been made.

All rights and interests of the Agent and the other holders of Senior Indebtedness hereunder, and the subordination provisions and the related agreements of the Payors and Payees set forth herein, shall remain in full force and effect irrespective of:

(i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Senior Indebtedness or any amendment or waiver or other modification, whether by course of conduct or otherwise, of, or consent to departure from, the Credit Agreement or any other Loan Document;

(iii) any release, amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of or consent to departure from, any guarantee of any Senior Indebtedness; or

(iv) any other circumstances (other than the Termination Date) that might otherwise constitute a defense available to, or a discharge of, any Payor in respect of any Senior Indebtedness or of any Payee or any Payor in respect of the subordination provisions set forth herein.

Nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Payor and each Payee, the obligations of such Payor, which are absolute and unconditional, to pay to such Payee the principal of and interest on any Intercompany Subordinated Indebtedness as and when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Payee and other creditors of such Payor other than the holders of Senior Indebtedness.

This Agreement shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of each Payee and its successors and assigns, including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Loan Document or in any other promissory note or other instrument, this Agreement supplements any and all promissory notes or other instruments which create or evidence any loans or advances made on, before or after the date hereof by any Payee to Borrower or any Subsidiary.

From time to time after the date hereof, additional Subsidiaries of Borrower may become parties hereto by executing a counterpart signature page to this Agreement (each additional Subsidiary, an "**Additional Party**"). Upon delivery of such counterpart signature page to the Payees, notice of which is hereby waived by the other Payors, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Agreement shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Payor or Payee hereunder.

No amendment, modification or waiver of, or consent with respect to, any provisions of this Agreement shall be effective unless the same shall be in writing and signed and delivered by each Payor and Payee whose rights or obligations shall be affected thereby; *provided* that, until the Termination Date shall have occurred, except for the addition of Additional Parties as contemplated by the preceding paragraph, the Agent shall have provided its prior written consent to such amendment, modification, waiver or consent (such consent not to be unreasonably withheld to the extent such amendment or modification is required to comply with any applicable law or is not adverse to the interests of the Lenders).

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

Payor

[ ]

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

Payee

[ ]

By: _____
Name:
Title:

Agreed and acknowledged as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By _____
Name:
Title:

EXHIBIT K

FORM OF [CONDITIONAL] NOTICE OF PREPAYMENT [AND TERMINATION]

JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "**Administrative Agent**") for the Lenders party to the Credit Agreement referred to below

[Date]

Ladies and Gentlemen:

The undersigned, ContextLogic Inc. (the "**Borrower**"), refers to the Revolving Credit Agreement, dated as of November 20, 2020 (as amended, restated, amended and restated, modified, extended and/or supplemented from time to time, the "**Credit Agreement**", the terms defined therein being used herein as therein defined), among the Borrower, the lenders from time to time party thereto (each a "**Lender**" and collectively, the "**Lenders**"), the issuing banks from time to time party thereto (collectively, the "**Issuing Banks**") and you, as Administrative Agent for such Lenders and Issuing Banks, and hereby gives you notice pursuant to [2.06(b) and] Section 2.08(b) of the Credit Agreement, that the undersigned hereby intends to prepay [ABR Loans][Eurodollar Loans] in the aggregate principal amount of [ ] [and terminate the Revolving Commitments] on or about (the "**Proposed Prepayment Date**").

[This Conditional Notice of Prepayment and Termination is conditioned upon the effectiveness of other credit facilities or another transaction on or about the Proposed Prepayment Date, and may be revoked by the Borrower (by notice to you on or prior to the Proposed Prepayment Date) if such condition is not satisfied.]

[*Signature page follows*]

The Borrower has caused this [Conditional] Notice of Prepayment [and Termination] to be executed and delivered by its duly authorized officer as of the date first written above.

Very truly yours,

CONTEXTLOGIC INC.

By: _____
Name:
Title:

Exhibit 23.1

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated August 28, 2020, except for the second paragraph of Note 2, as to which the date is December 6, 2020, in Amendment No. 1 to the Registration Statement (Form S-1 No. 333-250531) and related Prospectus of ContextLogic Inc. for the registration of shares of its Class A common stock.

/s/ Ernst & Young LLP

San Francisco, California
December 6, 2020

Exhibit 23.3

CONSENT OF DIRECTOR NOMINEE

ContextLogic Inc. (the "Company") is filing a Registration Statement on Form S-1 (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering ("IPO") of its Class A common stock. In connection with the IPO, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

/s/ Jacqueline Reses

Name: Jacqueline Reses
Date: December 1, 2020