

Risk Factors Comparison 2025-02-25 to 2024-02-27 Form: 10-K

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Investing in our Class A common stock involves a high degree of risk. Certain factors may have a material adverse effect on our business, financial condition and results of operation. You should carefully consider the risks and uncertainties described below, together with all of the other information included in this Annual Report on Form 10-K, including our consolidated financial statements and the related notes, and in our other filings with the SEC. Our business, financial condition, operating results, cash flow and prospects could be materially and adversely affected by any of these risks or uncertainties. In that case, the trading price of our Class A common stock could decline, and you may lose all or part of your investment. Risks Related to Our Business and Industry Our business is highly subject to business cycles and risks related to the property and casualty insurance industries, and specifically automotive insurance. Adverse conditions in the insurance markets, as well as the general economy, could have a material adverse effect on our business, financial condition, and results of operations. Because a substantial majority of the referrals made through our marketplace are for automotive insurance, our financial prospects depend significantly on the larger automotive industry ecosystem. Revenue from automotive providers accounted for **89 % and 79 % and 80 %** of our total revenue for **2024 and 2023 and 2022**, respectively. Market cycles in the automotive insurance industry have been, and are expected to continue to be, unpredictable due to a variety of adverse conditions in the insurance industry that have been widely reported, such as deteriorating underwriting performance, a rise in claims, inflation, and inadequate policy premiums. Carriers ~~may continue to decrease~~ **decreased** the amount of money they ~~spend~~ **spent** with us **in 2023 and 2022**, ~~which may~~ **and such decreases could occur-reoccur** rapidly and without warning, and for time periods that can be difficult to predict accurately. For example, in January 2023, we saw a major carrier return to higher spending patterns, but subsequently reduce customer acquisition spending ~~starting in the second following~~ **quarter of 2023** due to higher than expected claims losses. Customer reductions in marketing and advertising spend have materially and adversely affected our **historical** operating results, and we are not able to accurately predict the timing or extent of our **full** recovery from these reductions. We will likely experience similar insurance industry cycles in the future, which could materially and adversely affect our business, financial condition, operating results, cash flows, and prospects. We depend on relationships with insurance provider customers with no long-term minimum financial commitments. A reduction in spend by our customers, a loss of customers, lower advertising yields, or our inability to establish and maintain new relationships with insurance providers could materially harm our business, results of operations and financial condition. A substantial majority of our revenue is derived from ~~sales of~~ **qualified consumer inquiries that are** sold as referrals in various ways, such as clicks, data and calls, to insurance provider customers, which includes both carriers and agents. We generate revenue from carriers and agents that directly purchase referrals from us. We also generate revenue from carriers that make subsidy payments to us to offset their agents' costs in buying referrals. Our relationships with those customers are dependent on our ability to deliver quality referrals at attractive volumes and prices. If insurance providers are not able to acquire their preferred referrals in our marketplace, they may stop buying referrals from us or decrease the amount they are willing to spend for referrals. ~~Our~~ **The majority of our** insurance provider customers can stop participating in our marketplace or reduce or terminate their marketing spend with us at any time without notice. Furthermore, our agreements with these customers do not require them to spend any minimum amount. As a result, we cannot guarantee that insurance providers will continue to work with us, or, if they do, what their advertising volume, pricing or total spend **with us** will be ~~with us~~. For example, we experienced significantly decreased insurance provider marketing spend in 2023 **and while we saw improvements in spending patterns in 2024, including from our largest carrier customer, not all of our carrier customers have increased their spend in a proportional or significant manner**. In addition, we may not be able to attract new insurance providers to our marketplace or increase the amount of revenue we earn from insurance providers over time. If any of our customers decide not to continue to place marketing or advertising on our owned and operated websites or on our third-party publishers' websites, we could experience a rapid decline in our revenue over a relatively short period of time with little to no notice. Any factors that limit our customers' marketing or advertising spend with us could have a material adverse effect on our business, financial condition, operating results and cash flows. Our carrier customers who make subsidy payments to us on behalf of their agents have no obligation to provide such subsidies and may reduce the amount of these subsidies or cease providing them at any time. For example, one of our largest carrier customers discontinued payment of subsidies to us during the fourth quarter of 2023. This carrier resumed payment of certain subsidies in 2024, but there is no assurance that the carrier will continue to make these or any subsidy payments. If our carrier customers reduce the amounts of, or cease providing, such subsidies on behalf of their agents, our agent customers may terminate or reduce the extent of their relationships with us. If agents decide to terminate or reduce their relationships with us as a result of ~~the~~ **an** elimination in subsidies, or for any reason, our revenue would likely be reduced, which could have a material adverse effect on our business, financial condition, operating results and cash flows. We generated a significant portion of our revenue in recent periods from ~~two~~ **a small number of** customers, and our results of operations could be adversely affected and stockholder value harmed if we ~~continue to~~ lose business from these customers. **Revenue from our largest insurance carrier customer was 39 % of our revenue for the year ended December 31, 2024**. Revenue from our two largest insurance carrier customers was 27 % and 32 % in the aggregate of our revenue for the years ended December 31, 2023 and 2022, respectively. We have no assurances that these carrier customers will continue to purchase from us at their historical levels or at all. We ~~have~~ in fact experienced significant decreased levels of purchasing from ~~both of~~ these customers in 2023, including a decrease in subsidies by one of ~~these~~ **our** carrier customers. If ~~either of our largest~~ **both of these two customers-** ~~customer~~ **customer** further reduce **reduces**

their level of purchases from us or ~~discontinue~~ **discontinues** their ~~relationships~~ **relationship** with us, the loss could have a material adverse effect on our results of operations in both the short and long term. We depend on third- party media sources, such as third- party publishers, for a significant portion of our visitors. Any decline in the supply of media available through these third- party publishers for any reason, or increase in their prices could cause our revenue to decline or our cost to attract visitors to increase and our business and financial results may be harmed. Our success depends on our ability to attract visitors to our websites or marketplace and solicit inquiries for insurance products and services that we monetize as referrals to our insurance provider customers. A significant portion of our revenue is attributable to visitor traffic originating from third- party publishers. In many instances, third- party publishers can change the media inventory they make available to us, at any time in ways that could impact our results of operations. In addition, third- party publishers may place significant restrictions on our offerings. These restrictions may prohibit advertisements from specific customers or specific industries or restrict the use of certain creative content or formats. If a third- party publisher decides not to make its media channel or inventory available to us, decides to demand a higher revenue share or places significant restrictions on the use of such inventory, we may not be able to find media inventory from other websites that satisfies our requirements in a timely and cost- effective manner. Consolidation of internet advertising networks and third- party publishers could eventually lead to a concentration of desirable inventory on websites or networks owned by a small number of individuals or entities, which could limit the supply or impact the pricing of inventory available to us. If we are unable to acquire media inventory that meets our customers' performance, price and quality requirements, our revenue would decline or our operating costs would increase. We depend on internet search engines, display advertising, social media, online advertising and other sources to attract visitors to our website or marketplace, or to our third- party publishers' websites. Changes in search engine algorithms, ~~including Google~~ **browser companies** ~~treatment of~~ **plans to phase out** third- party cookies ~~in Chrome~~, or increased usage of ad- blocking software may reduce the number of visitors to our website and marketplace or to our third- party publishers' websites and, as a result, our business and financial results may be harmed. We rely on internet search engines, display advertising, social media, content- based online advertising and other online sources to attract visitors to our website. We are included in search results because of both paid search listings, where we purchase specific search terms that result in the inclusion of our advertisement, and, separately, organic searches that depend upon the content on our sites. Search engines, social media platforms and other online sources often revise their algorithms and introduce new advertising products. If one or more of the search engines or other online sources on which we rely for website traffic were to modify its general methodology for how it displays our advertisements, resulting in fewer visitors clicking through to our websites, our business could suffer. For example, ~~although in December 2023,~~ **Google abandoned its previously announced plans to phase test a new feature in Chrome that limits cross- site tracking by restricting website access to third- party cookies by default, with a goal of phasing out third- party cookies for everyone in the second half of 2024, it announced the introduction of a new feature in Chrome that would allow users to make informed choices about their privacy settings.** In addition, if our online display advertisements are no longer effective or are not able to reach visitors due to their use of ad- blocking software, our business could suffer. If one or more of the search engines or other online sources on which we rely for purchased listings or visitor traffic modifies or terminates its relationship with us, our expenses could rise and we could lose visitor traffic to our websites. Visitor traffic to our websites and the volume of quote requests generated by visitor traffic varies and can decline from time to time, and a decrease in traffic to our or our third- party publishers' websites, for any reason, could have a material adverse effect on our business, financial condition and results of operations. Additionally, even if we are successful in generating such traffic, we may not be able to convert these visits into inquiries. Limitations restricting our ability to market to users or collect and use data derived from user activities resulting from consumer- adopted technologies, service provider decisions, government regulation, or otherwise could significantly diminish the value of our services and have an adverse effect on our ability to generate revenue. Limitations restricting our ability to market to users via telephone calls, text messages and emails by service providers could harm our ability to deliver advertising. For example, if email service providers, or ESPs, categorize our emails as " promotional, " then these emails may be directed to an alternate and less readily accessible section of a consumer' s inbox. In the event ESPs materially limit or halt the delivery of our emails, or if we fail to deliver emails to consumers in a manner compatible with ESPs' email handling or authentication technologies, our ability to contact consumers through email could be significantly restricted. In addition, if we are placed on " spam " lists or lists of entities that have been involved in sending unwanted, unsolicited emails, or if internet service providers prioritize or provide superior access to our competitors' content, our business and results of operations may be adversely affected. Interruptions, failures or defects in our data collection systems, as well as data privacy and security concerns and regulatory changes or enforcement actions affecting our or our data partners' ability to collect user data, could also limit our ability to analyze data from, and thereby optimize, our clients' marketing campaigns. If our access to data is limited in the future, we may be unable to provide effective technologies and services to clients and we may lose clients and revenue. Additionally, increased adoption of call - blocking technology may prevent us from reaching consumers that have expressed an interest in getting insurance information. Moreover, telephone carriers and communication platforms have themselves placed restrictions on our ability to call or send text messages to our consumers. Increased government regulation may also restrict our ability to call or text consumers. For example, ~~a recent the Federal Communications Commission, or FCC, recently published a regulation~~ **that went into** ~~currently scheduled to take effect on July 24, 2024,~~ **that would require** ~~requires~~ mobile wireless providers to block text messages from telephone numbers flagged by the FCC for allegedly sending unlawful text messages. If calls or text messages to our consumers are blocked, or if insurance providers obtaining data referrals have their calls or text messages blocked due to these call - blocking technologies or restrictions, we may see a significant decrease in referrals, the value of our referrals and the number of data and call referrals we are able to sell to insurance providers, which could materially adversely impact our business. If the way cookies are used or shared, or the use or transfer of cookies is restricted by third parties outside of our control or becomes subject to unfavorable legislation or regulation, our ability to develop and provide certain products or services could be affected. When a user visits our

websites, we use technologies, including “ cookies, ” to collect information such as the user’s IP address. We also have relationships with data partners that collect and provide us with user data. We access and analyze this information in order to determine the effectiveness of a marketing campaign and to determine how to modify the campaign for optimization. The use of cookies **and other information collection technologies** is the subject of litigation, regulatory scrutiny and industry self-regulatory activities, including the consideration of “ do- not- track ” technologies, “ **cookie ” banners,** guidelines and substitutes to cookies. With respect to industry self-regulatory activities, the leading web browsing companies have **contemplated adjusting** ~~started or announced their~~ **browsers’ treatment of** ~~intent to block or phase out~~ third- party cookies ~~from by~~ their web browsers, as discussed above in “ — We depend on internet search engines, display advertising, social media, online advertising and other sources... ” Additionally, users are able to block or delete cookies from their browser. Periodically, certain of our customers and third- party publishers seek to prohibit or limit our collection or use of data derived from the use of cookies. Our business could be materially and adversely affected by a cybersecurity breach or other attack, **failure or interruption** involving our computer systems or our third- party service providers. Cybersecurity incidents are increasing in frequency and evolving in nature and include, but are not limited to, installation of malicious software, ransomware, viruses, phishing attacks, denial of service or other attacks, breach by intentional or negligent conduct on the part of employees or third- party service providers including third- party publishers, unauthorized access to data and other electronic security breaches. Additionally, increased risks of cyberattacks or data breaches may result from the use of artificial intelligence, or AI, to launch more automated, targeted and coordinated attacks. Concerns about security increase when we transmit information (including personal data) electronically. Electronic transmissions can be subject to attack, interception, loss or corruption. In addition, computer viruses and malware can be distributed and spread rapidly over the internet and could infiltrate our systems or those of our buyers, sellers and third- party service providers. Although we are not aware of any material information security incidents to date, we have detected common types of attempts to access our information systems and data without authorization, such as phishing. Unauthorized access to our systems or those of our third- party service providers could in the future lead to disruptions in systems, accidental or unauthorized access to or disclosure, loss, destruction, disablement or encryption of, use or misuse of or modification of confidential or otherwise protected information (including personal data) and the corruption of data. Any damage or failure that causes an interruption in our operations could have an adverse effect on our business, financial condition, operating results, cash flows and prospects. In addition, our operations are dependent upon our ability to protect the computer systems and network infrastructure that we utilize against damage from cybersecurity attacks by sophisticated third parties with substantial computing resources and capabilities and other disruptive problems caused by the internet or other users. Such disruptions could jeopardize the security of information stored in and transmitted through our computer systems and network infrastructure, which may result in significant liability and damage our reputation. We take efforts to protect our systems and data, including establishing internal processes and implementing physical, administrative and technical safeguards designed to provide multiple layers of security, and contract with third- party service providers to take similar steps. However, it is difficult or impossible to defend against every risk being posed by changing technologies as well as criminals’ intent to commit cyber-crime, and these efforts may not be successful in preventing, detecting or stopping attacks. The increasing sophistication and resources of cyber criminals and other non- state threat actors and increased actions by nation- state actors make keeping up with new threats difficult and could result in a breach of security. Controls employed by our information technology department and our partners and third- party service providers, including cloud vendors, could prove inadequate. A breach of our security that results in unauthorized access to our data could expose us to a disruption or challenges relating to our daily operations, as well as to data loss, litigation, damages, fines and penalties, significant increases in compliance costs and reputational damage, any of which could have a material and adverse effect on our business, financial condition, operating results, cash flows and prospects. To the extent our systems rely on our third- party service providers, through either a connection to, or an integration with, those third parties’ systems, the risk of cybersecurity attacks and loss, corruption, or unauthorized publication of our information or the confidential information of consumers and employees may increase. Third- party risks may include insufficient security measures, data location uncertainty, and the possibility of data storage in inappropriate jurisdictions where laws or security measures may be inadequate. Although we generally have agreements relating to cybersecurity and data privacy in place with our third- party service providers, they are limited in nature and ~~we cannot assure you that~~ such agreements ~~will~~ **may not** prevent the accidental or unauthorized access to or disclosure, loss, destruction, disablement or encryption of, use or misuse of or modification of data (including personal data) **,** or enable us to obtain adequate or any reimbursement from our partners or third- party service providers in the event we should suffer any such incidents. Any or all of the issues identified above could adversely affect our ability to attract or maintain relationships with customers or third- party publishers and could cause them to cancel their contracts with us or subject us to governmental or third- party lawsuits, investigations, regulatory fines or other actions or liability, thereby harming our business, financial condition, operating results, cash flows and prospects. Any accidental or unauthorized access to or disclosure, loss, destruction, disablement or encryption of, use or misuse of or modification of data, cybersecurity breach or other security incident that we or our partners could experience or the perception that one has occurred or may occur, could harm our reputation, reduce the demand for our products and services and disrupt normal business operations. In addition, such events may require us to spend material resources to investigate or remediate issues and to prevent future security incidents, expose us to uninsured liability, increase our risk of regulatory scrutiny, expose us to legal liabilities, including litigation, regulatory enforcement, indemnity obligations or damages for contract breach, and cause us to incur significant costs, any of which could materially adversely affect our business, financial condition and results of operations. Moreover, there could be public announcements regarding any such incidents and any steps we take to respond to or remediate such incidents, and if securities analysts or investors perceive these announcements to be negative, it could have a substantial adverse effect on the price of our Class A common stock. These risks may increase as we continue to grow and collect, process, store, and transmit increasingly large amounts of data. Although we are not aware of any material information

security breaches to date, we have detected common types of attempts to attack our information systems and data. We may use AI in our business, and challenges with properly managing its use could result in reputational harm, competitive harm, and legal liability, and adversely affect our results of operations. We may incorporate AI solutions into our platform, product offerings, services and features, and these applications may become important in our operations over time. Our competitors or other third parties may incorporate AI into their products more quickly or more successfully than we do, which could impair our ability to compete effectively and adversely affect our results of operations. Additionally, if the content, analyses, or recommendations that AI applications assist in producing are or are alleged to be deficient, inaccurate or biased, our business, financial condition and results of operations may be adversely affected. The use of AI applications has resulted in, and may in the future result in, cybersecurity incidents that implicate the personal data of end users of such applications. Any such cybersecurity incidents related to our use of AI applications could adversely affect our reputation and results of operations. AI also presents emerging ethical issues and if our use of AI becomes controversial or harms our insurance provider customers, third-party publishers or consumers, we may experience brand or reputational harm, competitive harm or legal liability. The rapid evolution of AI, including potential government regulation of AI, may require significant resources to develop, test and maintain our platform, offerings, services and features to help us implement AI ethically in order to minimize unintended, harmful impact. Additionally, we may be harmed by the potential release of confidential or proprietary information as a result of the use of AI-based software by employees, vendors, suppliers, contractors, consultants or other third parties. Further, uncertainties exist in case law and regulations regarding intellectual property ownership and license rights, including copyright, of AI output, creating risks with respect to both the ability to adequately protect intellectual property underlying AI systems and software as well as inadvertent infringement. Any of these potential risks could result in a material and adverse effect on our business, financial condition, operating results, cash flows and prospects. If we fail to continually enhance and adapt our products and services to keep pace with rapidly changing technologies and industry standards, we may not remain competitive and could lose customers or traffic to our websites, which could materially adversely affect our business and financial condition, operating results, cash flows and prospects. The online media and marketing industry is characterized by rapidly changing standards, evolving technologies, frequent new or enhanced product and service introductions and shifting user and insurance provider customer demands. Our success depends on our continued innovation to make our marketplace and websites useful for users, insurance provider customers and third-party providers. The introduction of new technologies and services embodying new technologies and the emergence of new industry standards and practices could render our existing technologies and services obsolete and unmarketable or require unanticipated investments in technology. We continually make enhancements and other modifications to our proprietary technologies as well as our product and service offerings. Those changes may contain design or performance defects that are not readily apparent. Expanded category offerings may experience issues as we launch new products and services. If our proprietary technologies or our new or enhanced products and services fail to achieve their intended purpose or are less effective than technologies or products and services used by our competitors, our business could be harmed. Our future success will also depend in part on our ability to successfully adapt to rapidly changing online media formats and other technologies. If we fail to adapt successfully, we could lose customers or advertising inventory. If we fail to compete effectively against companies engaged in digital customer acquisition, including competitors and other technology companies, we could lose customers and our revenue may decline. We compete for insurance provider customers' advertising and marketing budgets and visitor traffic. Our principal competitors in this space include technology companies engaged in digital customer acquisition for insurance providers, as well as other companies including: direct distribution companies focused on insurance products; industry-specific portals or customer acquisition companies with insurance-focused research online destinations; online marketing or media services providers; major internet portals and search engine companies with online advertising platforms; and supply partners with their own sales forces that sell their referrals directly to insurance providers. Finding, developing, and retaining high quality referrals on a cost-effective basis is challenging because competition for web traffic among technology companies engaged in digital customer acquisition, websites, and search engines, as well as competition with traditional media companies, has resulted and may continue to result in significant increases in web traffic costs, declining margins and reduction in revenue. This industry is highly competitive and we expect this competition to continue to increase in the future, both from existing and new competitors that provide competing platforms or technology. We compete on the basis of a number of factors, including return on investment, technology and customer service. Finding, developing and retaining high quality consumer referrals on a cost-effective basis is challenging because competition for web traffic among technology companies engaged in digital customer acquisition, websites, and search engines, as well as competition with traditional media companies, has resulted and may continue to result in significant increases in web traffic costs, declining margins and reduction in revenue. We currently compete for web traffic with technology companies engaged in digital customer acquisition, websites, and search engines, as well as competition with traditional media companies, has resulted and may continue to result in significant increases in web traffic costs, declining margins and reduction in revenue. If, in addition, if we expand the scope of our services or served markets, we may compete with a greater number of technology companies, websites, buyers and traditional media companies across an increasing range of different services, including in vertical markets where competitors may have advantages in expertise, brand recognition and other areas. Internet search companies with brand recognition have significant numbers of direct sales personnel and web traffic that provide a significant competitive advantage and have a significant impact on pricing for consumer referrals or web traffic. Some of these companies may offer or develop more vertically targeted products that match consumers with products and services or match referrals with buyers and, thus, compete with us more directly. The trend toward consolidation in online marketing may also affect pricing and availability of web traffic inventory. Many of our current and potential competitors also have other competitive advantages over us, such as longer operating histories, greater brand recognition, larger or more diverse client bases, greater access to web traffic more generally, and significantly greater financial, technical and marketing resources. As a result, we may not be able to compete successfully. Our business depends on our ability to maintain and improve the technology infrastructure necessary to send marketing emails and operate our websites, and any

significant disruption in service on our email network infrastructure or websites could result in a loss of consumers, which could harm our business, brand, operating results and financial condition. Our brand, reputation and ability to attract consumers and insurance providers depend on the reliable performance of our technology infrastructure and content delivery. We use emails to attract consumers to our marketplace. Our systems may not be adequately designed with the necessary reliability and redundancy to avoid performance delays or outages that could be prolonged and harmful to our business. If our websites are unavailable when users attempt to access them, or if they do not load as quickly as expected, users may not return as often in the future, or at all. The operation of these systems is expensive and complex and we could experience operational failures. Interruptions, delays or failures in these systems, whether due to earthquakes, adverse weather conditions, other natural disasters, power loss, computer viruses, cybersecurity attacks, physical break-ins, terrorism, errors in our software or otherwise, could be prolonged and could affect the security or availability of our websites and applications, and prevent consumers from accessing our services. Such interruptions also could result in third parties accessing our confidential and proprietary information, including our intellectual property or consumer information. Problems with the reliability or security of our systems could harm our reputation, our ability to protect our confidential and proprietary information, result in a loss of users of our marketplace or result in additional costs. If we do not maintain or expand our network infrastructure successfully or if we experience operational failures or prolonged disruptions or delays in the availability of our systems or a significant search engine, we could lose current and potential consumers, which could harm our operating results and financial condition. Substantially all of the communications, network and computer hardware used to operate our websites are located in the United States in Amazon Web Services and Google Cloud Platform data centers. Although we believe our systems are fully redundant, there may be exceptions for certain hardware. In addition, we do not own or control the operation of these facilities. 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 these events could result in damage to our systems and hardware or could cause them to fail. In addition, we may not have sufficient protection or recovery plans in certain circumstances. Problems faced by our third-party web hosting providers could adversely affect the experience of users of our marketplace. Our third-party web hosting providers could close their facilities without adequate notice. Any financial difficulties, up to and including bankruptcy, faced by our third-party web hosting providers or any of the service providers with whom they contract may have adverse effects on our business, the nature and extent of which are difficult to predict. If our third-party web hosting providers are unable to keep up with our growing capacity needs, our business could be harmed. Any errors, defects, disruptions or other performance or reliability problems with our network operations could cause interruptions in access to our marketplace as well as delays and additional expense in arranging new facilities and services and could harm our reputation, business, operating results and financial condition. Although we carry business interruption insurance, it may not be sufficient to compensate us for the potentially significant losses, including the potential harm to the future growth of our business that may result from interruptions in our service as a result of system failures. We rely on the performance of highly skilled personnel to operate our business, and if we are unable to retain, attract, develop and motivate well-qualified employees, our business and results of operations could be harmed. We believe our success depends on the efforts and talents of our executives and employees. Our future success depends on our continuing ability to attract, develop, motivate and retain highly qualified and skilled employees. Qualified individuals are in high demand, and we may incur significant costs to attract and retain them. Experienced technology professionals, who are critical to the success of our business, are in particularly high demand, including employees with AI expertise or experience using AI tools. Competition for their talents is intense, and retaining such individuals can be difficult. The loss of any of our executive officers or key employees could materially adversely affect our ability to execute our business plan and strategy, and we may not be able to find adequate replacements on a timely basis, or at all. Our executive officers and other employees are at-will employees, which means they may terminate their employment relationships with us at any time, and their knowledge of our business and industry would be extremely difficult to replace. We cannot ensure that we will be able to retain the services of any members of our senior management or other key employees. If we do not succeed in attracting well-qualified employees or retaining and motivating existing employees, our business could be materially adversely affected.

~~Our operating results may be impacted by factors that impact our estimate of the constrained lifetime value of commissions per policy. We recognize commission revenue based on the latest estimated constrained lifetime value, or constrained LTV, for each product. Constrained LTVs are impacted by a number of factors, which include, but are not limited to, carrier mix, policy duration and conversion rates of paying policies. These factors impact historical trends and changes in those factors or in historical trends will affect our constrained LTV estimates in future periods and therefore could adversely affect our revenue and financial results in those future periods. As a result, adverse changes in the assumptions we make or constraints we apply in computing expected lifetime values, such as increased cancellation rates or lower renewal rates, would harm our business, operating results, financial condition and prospects. Additionally, if customer cancellation rates exceed our expectations or renewal rates are less than expected, we may not receive the commission revenue we have projected to receive, despite our having incurred and recorded the cost to sell the policy. Any adverse impact on cancellation or renewal rates could lead to our receipt of commission payments that are less than the amount we estimated when we recognized commission revenue. Under such circumstances, we would need to decrease the remaining commissions receivable balance, which would result in a change to earnings in the period of the write-off.~~

We are subject to a number of risks related to the credit card and debit card payments we accept. We accept payments through credit and debit card transactions. For credit and debit card payments, we pay interchange and other fees, which may increase over time. An increase in those fees may require us to increase the prices we charge and would increase our operating expenses, either of which could harm our business, financial condition and results of operations. We currently rely exclusively on one third-party vendor to provide payment processing services, including the processing of payments from credit cards and debit cards, and our business would be disrupted if this vendor becomes unwilling or unable to provide these services to us and we are unable to find

a suitable replacement on a timely basis. If we or our processing vendor fail to maintain adequate systems for the authorization and processing of credit card transactions, it could cause one or more of the major credit card companies to disallow our continued use of their payment products. In addition, if these systems fail to work properly and, as a result, we do not charge our customers' credit cards on a timely basis or at all, our business, revenue, results of operations and financial condition could be harmed. We 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 more difficult for us to comply. We are required to comply with payment card industry security standards. Failing to comply with those standards may violate payment card association operating rules, federal and state laws and regulations, and the terms of our contracts with payment processors. Any failure to comply fully also may subject us to fines, penalties, damages and civil liability, and may result in the loss of our ability to accept credit and debit card payments. Further, there is no guarantee that such compliance will prevent illegal or improper use of our payment systems or the theft, loss or misuse of data pertaining to credit and debit cards, card holders and transactions. If we were required to draw upon our line of credit, indebtedness could adversely affect our ability to operate our business, financial condition and results of operations. We have \$ 25. 0 million available for borrowing under our revolving line of credit with Western Alliance Bank, and in the future we could incur indebtedness beyond our revolving line of credit. Borrowing under our revolving line of credit or otherwise, combined with our other financial obligations and contractual commitments, could have significant adverse consequences, including: • requiring us to dedicate a portion of our cash resources to the payment of interest and principal, reducing money available to fund working capital, capital expenditures, product development and other general corporate purposes; • increasing our vulnerability to adverse changes in general economic, industry and market conditions; • subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing (for example, the covenants in the loan and security agreement for our revolving line of credit include limitations on our ability to incur additional indebtedness and engage in certain fundamental business transactions, such as mergers or acquisitions of other businesses); • limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and • placing us at a competitive disadvantage compared to our competitors that have less debt or better debt servicing options. In addition, any indebtedness we incur under our current revolving line of credit will bear interest at a variable rate, which would make us vulnerable to increases in the market rate of interest. If the market rate of interest increases ~~substantially~~, we would have to pay additional interest, which would reduce cash available for our other business needs. We intend to satisfy any future debt service obligations with our existing cash and cash equivalents. Under our Amended Loan Agreement with Western Alliance Bank, our failure to make payments when due or comply with specified covenants, as well as the occurrence of an event that would reasonably be expected to have a material adverse effect on our business, operations, assets or financial condition, is an event of default. If an event of default occurs and the lender accelerates any indebtedness then outstanding, we may need to seek additional financing, which may not be available on acceptable terms, in a timely manner or at all. In such event, we may not be able to make accelerated payments, and the lender could seek to enforce security interests in the collateral securing such indebtedness, which includes substantially all of our assets. In addition, the covenants under our existing debt instruments, the pledge of our assets as collateral and the negative pledge with respect to our intellectual property could limit our ability to obtain additional debt financing on acceptable terms or at all. Any of these events could have a material adverse effect on our results of operations or financial condition. Risks related to Laws and ~~Regulation~~ **Regulations** Negative changes in the regulatory environment, including with respect to the insurance industry, telemarketing restrictions and data privacy requirements, have had in the past, and may in the future have, a material and adverse impact on our revenue, business and growth. We are subject to regulation regarding the insurance industry. The insurance industry in the United States is heavily regulated. The insurance regulatory framework addresses, among other things : , granting licenses to companies and agents to transact particular business activities; and regulating trade, marketing, compensation and claims practices. The cost of compliance with such regulations or any non- compliance could impose material costs on us and our partners and could subject us to claims, government enforcement actions, civil and criminal liability or other remedies, including suspension of business operations, which could negatively affect our or their business, marketing practices and budgets, and could have a material and adverse effect on our business, financial condition, operating results, cash flows and prospects. In addition to the insurance regulatory framework, we and our third- party publishers are subject to many other laws and requirements, including federal, state and local laws and regulations regarding commercial email, telemarketing, search engines, internet tracking technologies, direct marketing, data privacy and security, pricing, sweepstakes, promotions, intellectual property ownership and infringement, trade secrets, export of encryption technology, acceptable content and quality of goods, and taxation, among others. Each of our customer verticals is also subject to various laws and regulations, and our marketing activities on behalf of our customers are **also** regulated. Many of these laws and regulations are frequently changing and can be subject to various interpretations and emphasis, and the extent and evolution of future government regulation is uncertain. Keeping our business in compliance with or bringing our business into compliance with new laws and regulations, therefore, may be costly, affect our revenue and harm our financial results. We are subject to regulation regarding data privacy and security. We believe increased regulation may continue to occur in the area of data privacy and security, and laws and regulations applying to the solicitation, collection, retention, deletion, sharing, use and other processing of personal information. At the U. S. federal level, we are subject to the laws and regulations promulgated under the authority of the Federal Trade Commission, which regulates unfair or deceptive acts or practices (including with respect to data privacy and security). We are or may in the future become subject to state data privacy laws including, but not limited to , ~~the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, or collectively~~ , the CCPA. The CCPA requires covered businesses to, among other things, provide disclosures to California residents about their data collection, use, sharing and processing practices and, with limited business exceptions, the CCPA affords such individuals various rights with respect to their personal information, including to request deletion of personal information collected about them and to opt- out of certain

personal information selling and sharing practices. A number of other states have enacted, or are considering enacting, broad data privacy laws. In addition, laws in all 50 U. S. states require businesses to provide notice under certain circumstances to consumers whose sensitive personal information has been disclosed as a result of a data breach. Foreign laws and regulations such as the United Kingdom General Data Protection Regulation, or UK GDPR, may also apply to our Northern Ireland operations and employees. The UK GDPR includes a range of compliance obligations and penalties for non-compliance that are significant. Additionally, we are and in the future may become, subject to various other obligations relating to data privacy and security, including industry standards, external and internal policies, contracts and other obligations, and other potential laws and regulations including those relating to cybersecurity and the use of AI in products or services by federal and state regulators, as well as the adoption of industry guiding principles for cybersecurity and the use of AI, such as by the National Association of Insurance Commissioners, or NAIC. Existing and new data privacy and security laws and regulations could affect, and may result in significant expenditures to ensure, our ability to store, use, share and otherwise process personal information in accordance with applicable laws and regulations. The cost of compliance with new or existing regulations could impose significant costs on our business, which could materially adversely affect our business, financial condition or results of operations. We are subject to regulation regarding telemarketing and **robotexting-text message** marketing campaigns. In connection with our telemarketing campaigns to generate traffic for our customers, we are subject to various state and federal laws regulating telemarketing communications (including SMS or text messaging), including the TCPA, which requires prior express written consent for certain types of telemarketing calls. Our efforts to comply with the TCPA have not had a material impact on traffic conversion rates. However, depending on future traffic and product mix, **it the TCPA** could potentially have a material effect on our revenue and profitability, including increasing our and our customers' exposure to enforcement actions and litigation. TCPA regulations have resulted in **an increase-increased in** individual and class action litigation against marketing companies for alleged TCPA violations. TCPA violations can result in significant financial penalties, including penalties or criminal fines imposed by the FCC or fines of up to \$ 1, 500 per violation imposed through private litigation or by state authorities. Additionally, we generate inquiries from users that provide a phone number, and a significant amount of revenue comes from calls made by our internal call centers as well as, in some cases, by third-party publishers' call centers. We also purchase a portion of inquiry data from third-party publishers, including our verified partner network, and cannot guarantee that these third parties will comply with applicable laws and regulations. Any failure by us or the third-party publishers on which we rely for telemarketing, email marketing, and other performance marketing activities to adhere to or successfully implement appropriate processes and procedures in response to existing laws and regulations and changing regulatory requirements could result in legal and monetary liability, significant fines and penalties, or damage to our reputation in the marketplace, any of which could have a material adverse effect on our business, financial condition and results of operations. Furthermore, our customers may make business decisions based on their own experiences with the TCPA regardless of our products and the changes we implemented to comply with the new regulations. These decisions may negatively affect our revenue or profitability. Changes in regulations, or the regulatory environment, applicable to us or our media sources, third party publishers or customers could also have a material adverse effect on our business. ~~For example, on January 26, 2024, the FCC published regulations furthering what it has characterized as its "multi-pronged approach to unwanted and illegal calls." New rules were adopted concerning so-called "robotexting," which include requirements for blocking texts from "red flagged" numbers, codifying Do-Not-Call rules for text messages, and encouraging an opt-in approach for mobile carrier delivery of email-to-text messages. The new rules also close what the Commission refers to as the "lead generator loophole" by requiring "one-to-one consent" for calls or texts subject to the TCPA prohibition on calls or texts made using an automatic telephone dialing system or pre-recorded / artificial voice messages to wireless or residential numbers absent consent or an emergency purpose. Under the new rule, a separate consent must be obtained from a consumer for each seller to make calls or send texts covered by the wireless or residential number prohibition. As part of its adoption of the new lead generator provision, the Commission also further tightened consent requirements for all telemarketing calls and texts to wireless or residential numbers subject to the wireless or residential number prohibition. The new rules could have a material adverse impact on our media sources and our customers due to **decreased inquiry volume,** increased costs, technological compliance challenges and additional legal risks, including potential liabilities or claims relating to compliance. Decreased participation in online advertising by our media sources or customers as a result of **regulatory changes** ~~the proposed rules~~ could have a material adverse impact on our business, results of operation and financial condition, as it may reduce the availability to us of qualified inquiries. Additionally, ~~the FCC's new rules, and other~~ future changes in laws **or regulations** may increase our compliance costs, and any failure by us or our media sources or customers to comply with such laws **or regulations** may subject us to significant liabilities. We are subject to regulation regarding email marketing campaigns. In connection with our email campaigns to generate traffic for our customers, we are subject to various state and federal laws regulating commercial email communications, including the federal CAN-SPAM Act. If we or any of our third-party publishers fail to comply with any provisions of these laws or regulations, we could be subject to regulatory investigation, enforcement actions and litigation, as well as indemnification obligations with respect to our customers. Any negative outcomes from such regulatory actions or litigation, including monetary penalties or damages, could have a material adverse effect on our financial condition, results of operation and reputation. We may become subject to litigation, audit or investigation, which could result in financial liability, fines and penalties, restrictions on our operations or reputational damage. Violations or alleged violations of laws and regulations, or any such obligations, by us, our third-party publishers, our customers or our third-party service providers on which we rely to process personal information on our behalf, could result in enforcement actions, litigation, damages, fines, criminal prosecution, unfavorable publicity, and restrictions on our ability to operate, any of which could have a material adverse effect on our business, financial condition and results of operations. In addition, new laws or regulations (including amendments thereof or changes in enforcement of existing laws or regulations applicable to us or our customers) could affect the~~

activities or strategies of us or our customers and, therefore, lead to reductions in their level of business with us or otherwise impact our business. We may also become subject to audits, inquiries, investigations, claims of non-compliance or lawsuits by federal and state governmental agencies, regulatory agencies, attorneys general and other governmental or regulatory bodies, any of whom may allege violations of legal and regulatory requirements. For our dispositioned assets or businesses, we retain certain liabilities or obligations in connection with our pre-closing actions or omissions, contractual or otherwise. If any audits, inquiries, investigations, claims of non-compliance and lawsuits by federal and state governmental agencies, regulatory agencies, attorneys general and other governmental or regulatory bodies are unfavorable to us, we may be required to pay monetary fines or penalties or have restrictions placed on our business, which could materially adversely affect our business, financial condition, results of operations and cash flows.

Risks Related to Our Intellectual Property We may not be able to adequately protect our intellectual property rights. Our business depends on our intellectual property, the protection of which is crucial to the success of our business. We rely on a combination of trademark, trade secret and copyright law and contractual restrictions to protect our intellectual property. In addition, we attempt to protect our intellectual property, technology and confidential information by requiring our employees and consultants to enter into confidentiality and assignment of inventions agreements and third parties to enter into nondisclosure agreements as we deem appropriate. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our website features, software and functionality or obtain and use information that we consider proprietary. We may not be able to discover or determine the extent of any unauthorized use or infringement or violation of our intellectual property or proprietary rights. Third parties also may take actions that diminish the value of our proprietary rights or our reputation. The protection of our intellectual property may require the expenditure of significant financial and managerial resources. Litigation may be necessary in the future to enforce our intellectual property rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement or invalidity. Such litigation could be costly, time-consuming and distracting to management, result in a diversion of resources, the impairment or loss of portions of our intellectual property and could materially adversely affect our business, financial condition and operating results. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights, or may be inadequate to protect our intellectual property. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Despite our precautions, it may be possible for unauthorized third parties to use information that we regard as proprietary to create product offerings that compete with ours. **We Others also may cannot be certain that others will not** independently develop or otherwise acquire equivalent or superior technology or other intellectual property rights, which could materially adversely affect our business, financial condition and operating results. Competitors may adopt service names similar to ours, thereby harming our ability to build brand identity and possibly leading to user confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of the term “ EverQuote. ” We currently hold the “ everquote. com ” internet domain name as well as various other related domain names. The regulation of domain names in the United States is subject to change. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars, or modify the requirements for holding domain names. As a result, we may not be able to acquire or maintain all domain names that use the name EverQuote. We currently generate revenue only in the United States. To the extent that we determine to expand our business internationally, we will encounter additional risks, including different, uncertain or more stringent laws relating to intellectual property rights and protection. We may in the future be subject to intellectual property disputes, which are costly to defend and could harm our business and operating results. From time to time we have faced and may continue to face allegations or claims that we have infringed the trademarks, copyrights, patents and other intellectual property rights of third parties, including from our competitors or non-practicing entities. Such claims, regardless of their merit, could result in litigation or other proceedings and could require us to expend significant financial resources and attention by our management and other personnel that otherwise would be focused on our business operations, result in injunctions against us that prevent us from using material intellectual property rights, or require us to pay damages to third parties. Patent and other intellectual property litigation may be protracted and expensive, and the results are difficult to predict and may result in significant settlement costs or require us to stop offering some features, or purchase licenses or modify our products and features while we develop non-infringing substitutes, but such licenses may not be available on terms acceptable to us or at all, which would require us to develop alternative intellectual property. Even if these matters do not result in litigation or are resolved in our favor or without significant cash settlements, these matters, and the time and resources necessary to litigate or resolve them, could harm our business, our operating results and our reputation. As our business expands, we may be subject to intellectual property claims against us with increasing frequency, scope and magnitude. We may also be obligated to indemnify affiliates or other partners who are accused of violating third parties’ intellectual property rights by virtue of those affiliates or partners’ agreements with us, and this could increase our costs in defending such claims and our damages. For example, many of our agreements with insurance providers and other partners require us to indemnify these entities against third-party intellectual property infringement claims. Furthermore, such insurance providers and partners may discontinue their relationship with us either as a result of injunctions or otherwise. The occurrence of these results could harm our brand or materially adversely affect our business, financial position and operating results. Confidentiality agreements with employees and others may not adequately prevent disclosure of trade secrets and other proprietary information. In order to protect our technologies and processes, we rely in part on confidentiality agreements with our employees, independent contractors and other advisors. These agreements may not effectively prevent disclosure of confidential information, including trade secrets, and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets and other proprietary information, and in such cases we may not be able to assert our trade secret rights against such parties. To the extent

that our employees, contractors or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights to related or resulting know-how and inventions. The loss of confidential information or intellectual property rights, including trade secret protection, could make it easier for third parties to compete with our products. In addition, any changes in, or unexpected interpretations of, intellectual property laws may compromise our ability to enforce our trade secret and intellectual property rights. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain protection of our trade secrets or other proprietary information could harm our business, results of operations, reputation and competitive position. Our use of “open source” software could adversely affect our ability to protect our proprietary software and subject us to possible litigation. We use open source software in connection with our software development. From time to time, companies that use open source software have faced claims challenging the use of open source software or compliance with open source license terms. We could be subject to suits by parties claiming ownership of what we believe to be open source software, or claiming non-compliance with open source licensing terms. Some open source licenses require users who distribute software containing open source to make available all or part of such software, which in some circumstances could include valuable proprietary code of the user. While we monitor our use of open source software and try to ensure that none is used in a manner that would require us to disclose our proprietary source code or that would otherwise breach the terms of an open source agreement, such use could inadvertently occur, in part because open source license terms are often ambiguous. Any requirement to disclose our proprietary source code or pay damages for breach of contract could be harmful to our business, results of operations or financial condition, and could help our competitors develop services that are similar to or better than ours. Taxing authorities may assert that we should have collected or in the future should collect sales, use, value added or similar taxes, and we could be subject to liability with respect to past or future sales, which could adversely affect our operating results. We do not collect sales, use, value added or similar taxes in jurisdictions in which we have sales, and we believe that such taxes are not applicable, either because we do not have the requisite amount of contacts with the state for the state to be able to impose these taxes or our products and services are not subject to these taxes. Sales, use, value added and similar tax laws and rates vary greatly by jurisdiction. Certain jurisdictions in which we do not collect such taxes may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, to us or our end-customers for the past amounts, and we may be required to collect such taxes in the future. If we are unsuccessful in collecting such taxes from our end-customers, we could be held liable for such costs. Such tax assessments, penalties and interest, or future requirements may adversely affect our operating results. For example, in 2019, we were contacted by a representative from a state’s tax assessor’s office requesting remittance of uncollected sales taxes. While the state tax assessor’s office completed its audit for the period under review and concluded that there were no taxes due, there can be no assurances that we will prevail with respect to our tax positions in the future. Risks Related to Our Class A Common Stock An active trading market for our Class A common stock may not be sustained. In 2023-2024, the average trading volume of our Class A common stock on the Nasdaq Global Market was 381,473, 487,450 and, as of January 31, 2024, our market capitalization was \$ 432.3 million. Given the limited trading volume and market capitalization, there is a risk that an active trading market for our shares may not be sustained, which could put downward pressure on the market price of our Class A common stock and thereby affect the ability of our stockholders to sell their shares at attractive prices, at the times that they would like to sell them, or at all. The market price of our Class A common stock has been and may continue to be volatile, which could result in substantial losses for investors and could subject us to securities class action litigation. The market price of our Class A common stock has been and could continue to be subject to significant fluctuations. For example, our Class A common stock traded within a range of a high price of \$ 63.44 per share and a low price of \$ 4.05 per share for the period beginning June 28, 2018, our first day of trading on the Nasdaq Global Market, through December 31, 2023-2024. Some of the factors that may cause the market price of our Class A common stock to fluctuate include: • price and volume fluctuations in the overall stock market from time to time; • volatility in the market price and trading volume of comparable companies; • actual or anticipated changes in our earnings or fluctuations in our operating results or in the expectations of securities analysts; • announcements of new service offerings, strategic alliances or significant agreements by us or by our competitors; • loss of key personnel; • litigation involving us or that may be perceived as having an adverse effect on our business; • changes in general economic, industry and market conditions and trends; • investors’ general perception of us; • sales of large blocks of our stock; and • announcements regarding industry consolidation. In addition, equity markets in general, and the equities of technology companies in particular, have experienced and may experience in the future, extreme price and volume fluctuations due to, among other factors, the actions of market participants or other actions outside of our control. Such price and volume fluctuations may adversely affect the market price of our common stock for reasons unrelated to our business or operating results. In the past, following periods of volatility in the market price of a company’s securities, securities class action litigation has often been brought against that company. For example, we were subject to a class action lawsuit alleging federal securities law violations in connection with our IPO initial public offering. Because of the past and potential future volatility of our stock price, we may become the target of additional securities litigation in the future. Securities litigation could result in substantial costs and divert management’s attention and resources from our business. The dual-class structure of our common stock has the effect of concentrating voting control with the holders of our Class B common stock, which will limit or preclude the ability of other stockholders to influence corporate matters, including the election of directors, amendments of our organizational documents and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval. Our Class B common stock has 10 votes per share, and our Class A common stock has one vote per share. Our directors, executive officers and holders of more than 10 % of our common stock, and their respective affiliates, held in the aggregate approximately 72-60 % of the voting power of our capital stock as of January 31, 2024-2025; and Link Ventures, directly or through a voting agreement, together with Cogo Labs, held in the aggregate approximately 71-59 % of the voting power of our capital stock as of that date. Because of the 10-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. This concentration of voting power will limit or preclude your ability to influence corporate matters for the foreseeable future, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval. This may also prevent or discourage unsolicited acquisition proposals or offers for our capital stock that you may feel are in your best interest as one of our stockholders. In addition, major stock index providers, such as FTSE Russell and S & P Dow Jones, exclude from their indices non-voting securities or the securities of companies with unequal voting rights. Exclusion from stock indices could make it more difficult, or impossible, for some fund managers to buy our Class A common stock, particularly in the case of index tracking mutual funds and exchange traded funds, which could adversely affect the trading liquidity and market price of our Class A common stock. 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, such as certain transfers to trusts and individual retirement accounts. In addition, all shares of Class B common stock will be required to convert to Class A common stock upon the election of a majority by voting power of the outstanding Class B common stock. 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. Our status as a “controlled company” could make our Class A common stock less attractive to some investors or otherwise harm our stock price. More than 50 % of our voting power is held by entities affiliated with Link Ventures. As a result, we are a “controlled company” under the rules of the Nasdaq Stock Market. Under these rules, a company of which more than 50 % of the voting power is held by an individual, a group or another company is a “controlled company” and, as such, will be exempt from certain corporate governance requirements, including requirements that:

- a majority of the board of directors consist of independent directors;
- director nominees be selected or recommended for the board’s selection by independent directors constituting a majority of the independent directors or by a nominations committee with prescribed duties and a written charter and comprised solely of independent directors; and
- the board of directors maintain a compensation committee with prescribed duties and a written charter and comprised solely of independent directors.

We have availed ourselves of certain of these exemptions and, for so long as we qualify as a “controlled company,” we will maintain the option to utilize from time to time some or all of these exemptions. For example, we do not have a nominations committee, and director nominees might not be selected or recommended for the board’s selection by a qualifying nominations committee or by independent directors constituting a majority of the independent directors, and, **in the past**, our compensation committee **is has** not **been** comprised solely of independent directors. Accordingly, should the interests of Link Ventures 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 Nasdaq Stock Market corporate governance standards. Our status as a controlled company could make our Class A common stock less attractive to some investors or otherwise harm our stock price. A significant portion of our total outstanding shares may be sold into the public market in the near future, which could cause the market price of our Class A common stock to drop significantly, even if our business is doing well. We could sell a significant number of shares of our Class A common stock in the public market to raise additional capital or for other corporate purposes without stockholder approval at any time. In addition, ~~the our Board board~~ **of Directors directors** could designate and sell a class of preferred stock with preferential rights over the Class A common stock with respect to dividends or other distributions. **We are filing a have an effective** universal shelf registration statement on Form S-3 with the SEC **that permits us to sell** ~~concurrently with the filing of this Annual Report on Form 10-K, which when declared effective, will register for sale~~ up to \$ 150.0 million of any combination of our common stock, preferred stock, debt securities, warrants, rights or units from time to time and at prices and on terms that we may determine. Any sales under our universal shelf registration statement, or the market perception that the holders of a large number of shares intend to sell shares, could reduce the market price of our Class A common stock. In addition to our outstanding Class A common stock, as of January 31, **2024 2025**, there were **1, 896 383, 402 239** shares of Class A common stock subject to outstanding options, **390 127, 748 974** shares of either Class A common stock or Class B common stock subject to outstanding options, **2, 060 393, 934 121** shares of Class A common stock subject to outstanding restricted stock unit awards, or RSUs, and an additional **1 2, 816 452, 303 261** shares of Class A common stock reserved for future issuance under our equity incentive plan. Because we have registered **17 19, 578 287, 382 307** shares of our Class A common stock and Class B common stock that may be issued under our equity incentive plans pursuant to registration statements on Form S-8, any such shares that we issue can be freely sold in the public market upon issuance, subject to the restrictions imposed on our affiliates under Rule 144. Moreover, holders of a significant number of shares of our Class A common stock and Class B common stock as of January 31, **2024 2025**, have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. Upon registration, such shares would be able to be freely sold in the public market. Anti-takeover provisions in our restated certificate of incorporation and our amended and restated bylaws, as well as provisions of Delaware law, might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the trading price of our Class A common stock. Our restated certificate of incorporation and amended and restated bylaws and Delaware law contain provisions that may discourage, delay or prevent a merger, acquisition or other change in control that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares of our Class A common stock. These provisions may also prevent or delay attempts by our stockholders to replace or remove our management or directors. Our corporate governance documents include provisions:

- providing that directors may be removed by stockholders only for cause and only with a vote of the holders of shares representing a majority of the voting power of all shares that stockholders would be entitled to vote for the election of directors;
- limiting the ability of our stockholders to call and bring business before special meetings of stockholders and to take action by

written consent in lieu of a meeting; • requiring advance notice of stockholder proposals for business to be conducted at meetings of our stockholders and for nominations of candidates for election to our board of directors; • authorizing blank check preferred stock, which could be issued with voting, liquidation, dividend and other rights superior to our Class A common stock; and • limiting the liability of, and providing indemnification to, our directors and officers. As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders holding shares representing more than 15 % of the voting power of our outstanding voting stock from engaging in certain business combinations with us, unless the interested stockholder attained such status with the approval of our board of directors or unless the business combination is approved in a prescribed manner. Any provision of our restated certificate of incorporation or amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our Class A common stock, and could also affect the price that some investors are willing to pay for our Class A common stock. The existence of the foregoing provisions and anti-takeover measures could limit the price that investors might be willing to pay in the future for shares of our Class A common stock. They could also deter potential acquirers of our company, thereby reducing the likelihood that you could receive a premium for your Class A common stock in an acquisition. Our restated certificate **of incorporation** provides that the Court of Chancery of the State of Delaware is the sole and exclusive forum for substantially all disputes between us and our stockholders. Our restated certificate **of incorporation** further provides that the federal district courts of the United States of America are the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. These choice of forum provisions could limit the ability of stockholders to obtain a favorable judicial forum for disputes with us or our directors, officers or employees. Our restated certificate of incorporation provides that the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware 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 our company, (2) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee or stockholder of our company to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law or as to which the Delaware General Corporation Law confers jurisdiction on the Court of Chancery or (4) any action asserting a claim governed by the internal affairs doctrine. Our restated certificate of incorporation further provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, or the Securities Act. In *Salzberg v. Sciabacucchi*, No. 346, 2019 (Del. Mar. 18, 2020), the Delaware Supreme Court, reversing the Delaware Court of Chancery, held that such federal forum selection provisions are “facially valid” under Delaware law, although there is uncertainty as to whether courts in other states will enforce these provisions and we may incur additional costs of litigation should such enforceability be challenged. Although some courts have disagreed, at least one federal circuit court of appeals has ruled that a bylaw provision requiring all derivative actions be brought in Delaware state court was enforceable with respect to claims under Section 14 (a) of the Exchange Act. These choice of 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, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find the choice of forum provisions contained in our **restated** certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could materially adversely affect our business, financial condition and operating results.