
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended September 30, 2024

OR

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

For the transition period from ____ to ____

Commission file number 001-39021

WM TECHNOLOGY, INC.

(Exact name of registrant as specified in its charter)

Delaware

98-1605615

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

41 Discovery

92618

Irvine, California

(Address of Principal Executive Offices)

(Zip Code)

(844) 933-3627

(Registrant' telephone number, including area code)

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	MAPS	The Nasdaq Global Select Market
Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of \$11.50 per share	MAPSW	The Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of November 4, 2024, there were 97,376,026 shares of the registrant's Class A common stock outstanding and 55,486,361 shares of Class V common stock outstanding.

WM TECHNOLOGY, INC.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this report, including statements regarding our future results of operations and financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, forward-looking statements may be identified by words such as "anticipate," "believe," "continue," "could," "design," "estimate," "expect," "intend," "may," "plan," "potentially," "predict," "project," "should," "will," "would," or the negative of these terms or other similar expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our financial and business performance, including key business metrics and any underlying assumptions thereunder;
- our market opportunity and our ability to acquire new clients and retain existing clients;
- our expectations and timing related to commercial product launches;
- the success of our go-to-market strategy;
- our ability to scale our business and expand our offerings;
- our competitive advantages and growth strategies;
- our future capital requirements and sources and uses of cash;
- our ability to obtain funding for our future operations;
- the impact of material weaknesses in our internal controls and our ability to remediate any such material weakness on the timing we anticipate, or at all;
- our ability to maintain our listing on the Nasdaq Stock Exchange;
- the impact of the restatement on our reputation and investor confidence in us and the increased possibility of legal proceedings and regulatory inquiries;
- the outcome of any known and unknown litigation and regulatory proceedings;
- changes in domestic and foreign business, market, financial, political and legal conditions;
- the effect of macroeconomic conditions, including but not limited to inflation, uncertain credit and global financial markets, recent and potential future disruptions in access to bank deposits or lending commitments due to bank failures; recent and potential future geopolitical events, including the military conflicts between Russia and Ukraine and the state of war between Israel and Hamas and the related risk of a larger regional conflict; and the occurrence of a catastrophic event, including but not limited to severe weather, war, or terrorist attack;
- future global, regional or local economic and market conditions affecting the cannabis industry;
- the development, effects and enforcement of and changes to laws and regulations, including with respect to the cannabis industry;
- our ability to successfully capitalize on new and existing cannabis markets, including our ability to successfully monetize our solutions in those markets;
- our ability to manage future growth;
- our ability to effectively anticipate and address changes in the end-user market in the cannabis industry;
- our ability to develop new products and solutions, bring them to market in a timely manner and make enhancements to our platform and our ability to maintain and grow our two-sided marketplace, including our ability to acquire and retain paying clients;
- the effects of competition on our future business;
- our success in retaining or recruiting, or changes required in, officers, key employees or directors;
- cyber-attacks and security vulnerabilities; and
- the possibility that we may be adversely affected by other economic, business or competitive factors.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors described in the section titled "Risk Factors" and included in our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on May 24, 2024. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties

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emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. The results, events, and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

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 Quarterly Report on Form 10-Q. While we believe that information provides a reasonable basis for these statements, that 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.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments.

Part I - Financial Information

Item 1. Financial Statements

WM TECHNOLOGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In thousands, except for share data)

	September 30, 2024	December 31, 2023
Assets		
Current assets		
Cash	\$ 45,043	\$ 34,350
Accounts receivable, net	7,907	11,158
Prepaid expenses and other current assets	6,409	5,978
Total current assets	59,359	51,486
Property and equipment, net	24,876	24,255
Goodwill	68,368	68,368
Intangible assets, net	2,091	2,507
Right-of-use assets	15,513	15,629
Other assets	3,361	4,776
Total assets	<u>\$ 173,568</u>	<u>\$ 167,021</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable and accrued expenses	\$ 16,533	\$ 21,182
Deferred revenue	5,765	5,918
Operating lease liabilities, current	4,088	6,493
Tax receivable agreement liability, current	1,396	122
Total current liabilities	27,782	33,715
Operating lease liabilities, non-current	26,912	26,550
Tax receivable agreement liability, non-current	1,730	1,634
Warrant liability	390	585
Other long-term liabilities	1,764	1,386
Total liabilities	58,578	63,870
Commitments and contingencies		
Stockholders' equity		
Preferred Stock - \$ 0.0001 par value; 75,000,000 shares authorized; no shares issued and outstanding at September 30, 2024 and December 31, 2023	—	—
Class A Common Stock - \$ 0.0001 par value; 1,500,000,000 shares authorized; 97,376,026 shares issued and outstanding at September 30, 2024 and 94,383,053 shares issued and outstanding at December 31, 2023	10	9
Class V Common Stock - \$ 0.0001 par value; 500,000,000 shares authorized, 55,486,361 shares issued and outstanding at September 30, 2024 and December 31, 2023	5	5
Additional paid-in capital	88,762	80,884
Accumulated deficit	(59,230)	(64,518)
Total WM Technology, Inc. stockholders' equity	29,547	16,380
Noncontrolling interests	85,443	86,771
Total stockholders' equity	114,990	103,151
Total liabilities and stockholders' equity	<u>\$ 173,568</u>	<u>\$ 167,021</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In thousands, except for share data)

	Nine Months Ended September 30,			
	Three Months Ended September 30,		30,	
	2024	2023 As Restated ¹	2024	2023 As Restated ¹
Net revenues	\$ 46,552	\$ 46,687	\$ 136,844	\$ 141,526
Costs and expenses				
Cost of revenues (exclusive of depreciation and amortization shown separately below)	2,182	3,015	6,729	9,748
Sales and marketing	9,671	11,544	30,374	36,171
Product development	9,484	7,748	28,355	27,882
General and administrative	16,494	18,151	51,549	55,839
Depreciation and amortization	3,517	3,395	9,641	9,417
Asset impairment charges	—	8,382	—	8,382
Total costs and expenses	41,348	52,235	126,648	147,439
Operating income (loss)	5,204	(5,548)	10,196	(5,913)
Other income (expenses), net				
Change in fair value of warrant liability	585	(460)	195	(780)
Change in tax receivable agreement liability	(548)	(69)	(1,486)	(689)
Other income (expense)	98	3,565	(362)	2,884
Income (loss) before income taxes	5,339	(2,512)	8,543	(4,498)
Provision for income taxes	21	—	72	—
Net income (loss)	5,318	(2,512)	8,471	(4,498)
Net income (loss) attributable to noncontrolling interests	1,986	(974)	3,183	(1,711)
Net income (loss) attributable to WM Technology, Inc.	<u>\$ 3,332</u>	<u>\$ (1,538)</u>	<u>\$ 5,288</u>	<u>\$ (2,787)</u>
Class A Common Stock:				
Basic income (loss) per share	\$ 0.03	\$ (0.02)	\$ 0.06	\$ (0.03)
Diluted income (loss) per share	\$ 0.03	\$ (0.02)	\$ 0.05	\$ (0.03)
Class A Common Stock:				
Weighted average basic shares outstanding	97,166,788	93,651,871	95,743,064	92,947,191
Weighted average diluted shares outstanding	97,811,251	93,651,871	96,761,731	92,947,191

¹ For the three and nine months ended September 30, 2023, net revenues and general and administrative expenses have been retrospectively adjusted to reflect the restatement of previously reported revenue and credit losses. See Note 2, "Summary of Significant Accounting Policies," for further information.

The accompanying notes are an integral part of these condensed consolidated financial statements.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)
(In thousands, except for share data)

Three and Nine Months Ended September 30, 2024

	Three and Nine Months Ended September 30, 2024									
	Common Stock		Common Stock		Additional		Total WM		Non-controlling Interests	Total Equity
	Class A		Class V		Paid-in Capital	Accumulated Deficit	Stockholders' Equity			
	Shares	Par Value	Shares	Par Value	\$	\$	\$	\$	\$	\$
As of December 31, 2023	94,383,053	\$ 9	55,486,361	\$ 5	\$ 80,884	\$ (64,518)	\$ 16,380	\$ 86,771	\$ 103,151	
Stock-based compensation	—	—	—	—	3,115	—	3,115	60	3,175	
Issuance of common stock - vesting of restricted stock units, net of shares withheld for taxes	628,941	—	—	—	(2)	—	(2)	—	(2)	
Distributions	—	—	—	—	—	—	—	(1,455)	(1,455)	
Issuance of common stock - Class P Unit exchange	39,741	—	—	—	59	—	59	(59)	—	
Net income	—	—	—	—	—	1,240	1,240	719	1,959	
As of March 31, 2024	95,051,735	\$ 9	55,486,361	\$ 5	\$ 84,056	\$ (63,278)	\$ 20,792	\$ 86,036	\$ 106,828	
Stock-based compensation	—	—	—	—	2,950	—	2,950	59	3,009	
Issuance of common stock - vesting of restricted stock units, net of shares withheld for taxes	1,896,515	1	—	—	(1)	—	—	—	—	
Distributions	—	—	—	—	—	—	—	(1,845)	(1,845)	
Net income	—	—	—	—	—	716	716	478	1,194	
As of June 30, 2024	96,948,250	\$ 10	55,486,361	\$ 5	\$ 87,005	\$ (62,562)	\$ 24,458	\$ 84,728	\$ 109,186	
Stock-based compensation	—	—	—	—	1,758	—	1,758	59	1,817	
Issuance of common stock - vesting of restricted stock units, net of shares withheld for taxes	427,776	—	—	—	(1)	—	(1)	—	(1)	
Distributions	—	—	—	—	—	—	—	(1,330)	(1,330)	
Net income	—	—	—	—	—	3,332	3,332	1,986	5,318	
As of September 30, 2024	97,376,026	\$ 10	55,486,361	\$ 5	\$ 88,762	\$ (59,230)	\$ 29,547	\$ 85,443	\$ 114,990	

The accompanying notes are an integral part of these condensed consolidated financial statements.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)
(In thousands, except for share data)

Three and Nine Months Ended September 30, 2023

	Common Stock		Common Stock		Additional Paid-in Capital	Retained Earnings	Total WM Technology, Inc.		Non- controlling Interests	Total Equity
	Class A		Class V				Stockholders' Equity			
	Shares	Par Value	Shares	Par Value						
As of December 31, 2022	92,062,468	\$ 9	55,486,361	\$ 5	\$ 67,986	\$ (54,620)	\$ 13,380	\$ 101,397	\$ 114,777	
Stock-based compensation	—	—	—	—	4,396	—	4,396	285	4,681	
Issuance of common stock - vesting of restricted stock units, net of shares withheld for taxes	475,510	—	—	—	—	—	—	—	—	—
Distributions	—	—	—	—	—	—	—	(250)	(250)	
Issuance of common stock - Class P Unit exchange	35,488	—	—	—	62	—	62	(62)	—	
Net loss	—	—	—	—	—	(2,475)	(2,475)	(1,494)	(3,969)	
As of March 31, 2023	92,573,466	\$ 9	55,486,361	\$ 5	\$ 72,444	\$ (57,095)	\$ 15,363	\$ 99,876	\$ 115,239	
Stock-based compensation	—	—	—	—	3,908	—	3,908	97	4,005	
Issuance of common stock - vesting of restricted stock units, net of shares withheld for taxes	842,178	—	—	—	(1)	—	(1)	—	(1)	
Distributions	—	—	—	—	—	—	—	(752)	(752)	
Net Income	—	—	—	—	—	1,226	1,226	757	1,983	
As of June 30, 2023	93,415,644	\$ 9	55,486,361	\$ 5	\$ 76,351	\$ (55,869)	\$ 20,496	\$ 99,978	\$ 120,474	
Stock-based compensation	—	—	—	—	2,587	—	2,587	75	2,662	
Discharge of holdback obligation related to a prior acquisition	—	—	—	—	(1,612)	—	(1,612)	(1,995)	(3,607)	
Issuance of common stock - vesting of restricted stock units, net of shares withheld for taxes	455,820	—	—	—	(4)	—	(4)	—	(4)	
Distributions	—	—	—	—	—	—	—	(2,231)	(2,231)	
Issuance of common stock - Class P Unit exchange	9,666	—	—	—	17	—	17	(17)	—	
Net loss	—	—	—	—	—	(1,538)	(1,538)	(974)	(2,512)	
As of September 30, 2023	93,881,130	\$ 9	55,486,361	\$ 5	\$ 77,339	\$ (57,407)	\$ 19,946	\$ 94,836	\$ 114,782	

The accompanying notes are an integral part of these condensed consolidated financial statements.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Nine Months Ended September 30,	
	2023	As Restated ¹
	2024	As Restated ¹
Cash flows from operating activities		
Net income (loss)	\$ 8,471	\$ (4,498)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	9,641	9,417
Change in fair value of warrant liability	(195)	780
Change in tax receivable agreement liability	1,486	689
Amortization of right-of-use lease assets	3,284	3,666
Asset impairment charges	—	8,382
Stock-based compensation	7,172	10,389
Gain on lease termination	(109)	—
Discharge of a holdback obligation related to a prior acquisition	—	(3,705)
Provision (recovery) for credit losses	(295)	(196)
Changes in operating assets and liabilities:		
Accounts receivable	3,546	5,320
Prepaid expenses and other current assets	(439)	2,419
Other assets	1,029	21
Accounts payable and accrued expenses	(1,169)	(15,439)
Deferred revenue	(153)	(167)
Operating lease liabilities	(4,994)	(4,668)
Net cash provided by operating activities	27,275	12,410
Cash flows from investing activities		
Capitalized software and expenditures	(9,499)	(8,870)
Net cash used in investing activities	(9,499)	(8,870)
Cash flows from financing activities		
Repayments of insurance premium financing	—	(1,450)
Distributions	(7,250)	(3,233)
Proceeds from repayment of related party note	286	286
Tax receivable agreement payment	(116)	—
Taxes paid related to net share settlement of equity awards	(3)	(5)
Net cash used in financing activities	(7,083)	(4,402)
Net increase (decrease) in cash	10,693	(862)
Cash – beginning of period	34,350	28,583
Cash – end of period	\$ 45,043	\$ 27,721

¹ For the nine months ended September 30, 2023, provision (recovery) for credit losses and change in accounts receivable have been retrospectively adjusted to reflect the restatement of previously reported revenue and credit losses. See Note 2, "Summary of Significant Accounting Policies," for further information.

The accompanying notes are an integral part of these condensed consolidated financial statements.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)
(Continued)

	Nine Months Ended September 30,	
	2024	2023
Supplemental disclosures of noncash investing and financing activities		
Stock-based compensation capitalized for software development	\$ 829	\$ 959
Capitalized assets included in accounts payable and accrued expenses	\$ 560	\$ 663
Remeasurement of lease liabilities and right-of-use assets due to lease modification	\$ 3,348	\$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Business and Organization

Founded in 2008, and headquartered in Irvine, California, WM Technology, Inc. (the "Company") operates a leading online cannabis marketplace for consumers together with a comprehensive set of eCommerce and compliance software solutions for cannabis businesses, which are sold to both storefront locations and delivery operators ("retailers") and brands in the U.S. states and U.S. territories legalized cannabis markets. The Company's comprehensive two-sided marketplace of business-to-consumer and business-to-business suite of products afford cannabis retailers and brands of all sizes integrated tools to compliantly run their businesses and to reach, convert, and retain consumers.

The Company's business primarily consists of its commerce-driven marketplace ("Weedmaps"), and its fully integrated suite of end-to-end Software-as-a-Service ("SaaS") solutions software offering ("Weedmaps for Business"). The Weedmaps marketplace provides cannabis consumers with information regarding cannabis retailers and brands. In addition, the Weedmaps marketplace aggregates data from a variety of sources, including retailer point-of-sale solutions ("POS"), to provide consumers with the ability to browse by strain, price, cannabinoids and other information regarding locally available cannabis products, through the Company's website and mobile apps. The marketplace provides consumers with product discovery, access to deals and discounts, and reservation of products for pickup by consumers or delivery to consumers by participating retailers (retailers complete orders and process payments outside of the Weedmaps marketplace as Weedmaps serves only as a portal, passing a consumer's inquiry to the dispensary). The marketplace also provides education and learning information to help newer consumers learn about the types of products to purchase. The Company believes the size, loyalty and engagement of its user base and the frequency of consumption of cannabis by its user base makes the Weedmaps marketplace highly valuable to its clients.

Weedmaps for Business, the Company's SaaS offering, is a comprehensive set of eCommerce and compliance software solutions catered towards cannabis retailers, delivery services and brands that streamline front and back-end operations and help manage compliance needs. With the development of Weedmaps for Business, the Company offers an end-to-end platform for licensed cannabis retailers to comply with state laws. The Company sells a monthly subscription offering to storefront, delivery and brand clients as well as upsell and add-on offerings to licensed clients. The Company also offers other ad solutions and WM Dispatch for additional fees.

WM Technology, Inc. was initially incorporated in the Cayman Islands on June 7, 2019 under the name "Silver Spike Acquisition Corp" ("Silver Spike"). Silver Spike was formed for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. On June 16, 2021 (the "Closing Date"), Silver Spike consummated the business combination (the "Business Combination"), pursuant to that certain Agreement and Plan of Merger, dated December 10, 2020, by and among Silver Spike, Silver Spike Merger Sub LLC, a Delaware limited liability company and a wholly owned direct subsidiary of Silver Spike Acquisition Corp., WM Holding Company, LLC, a Delaware limited liability company (when referred to in its pre-Business Combination capacity, "Legacy WMH" and following the Business Combination, "WMH LLC"), and Ghost Media Group, LLC, a Nevada limited liability company. On the Closing Date, and in connection with the closing of the Business Combination (the "Closing"), Silver Spike was domesticated and continues as a Delaware corporation, changing its name to WM Technology, Inc.

Legacy WMH was reorganized into an Up-C structure, in which substantially all of the assets and business of Legacy WMH are held by WMH LLC and continue to operate through WMH LLC and its subsidiaries, and WM Technology, Inc.'s material assets are the equity interests of WMH LLC indirectly held by it. Legacy WMH was determined to be the accounting acquirer in the Business Combination, which was accounted for as a reverse recapitalization in accordance with accounting principles generally accepted in the United States of America ("GAAP").

As of September 30, 2024, the Company had an accumulated deficit of \$ 59.2 million. The Company has funded its operations primarily with customer payments for its services and proceeds from the issuance of common stock in connection with its initial public offering and follow-on offering. As of September 30, 2024, the Company had cash of \$ 45.0 million. The Company believes that its existing sources of liquidity will satisfy its working capital and capital requirements for at least the next twelve months.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with GAAP and the rules and regulations of the Securities and Exchange Commission ("SEC") for quarterly reports on Form 10-Q and Article

WM TECHNOLOGY, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

10-1 of Regulation S-X. Accordingly, certain information and footnotes required by GAAP in annual financial statements have been omitted or condensed and these interim financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on May 24, 2024. The condensed consolidated financial statements of the Company include all adjustments of a normal recurring nature which, in the opinion of management, are necessary for a fair statement of the Company's financial position as of September 30, 2024, and results of its operations and its cash flows for the interim periods presented. Certain prior period amounts have been reclassified to conform to the current period presentation. The results of operations for the three and nine months ended September 30, 2024 are not necessarily indicative of the results to be expected for the entire year. There have been no significant changes in the Company's accounting policies from those described in the Company's audited consolidated financial statements and the related notes to those statements.

Principles of Consolidation

The condensed consolidated financial statements include the accounts of WM Technology, Inc. and WMH LLC, including their wholly and majority owned subsidiaries. In conformity with GAAP, all significant intercompany accounts and transactions have been eliminated.

Restatement of Previously Reported 2023 Quarterly Revenue and Credit Losses

In connection with the preparation of the Company's Consolidated Financial Statements as of and for the fiscal year ended December 31, 2023, the Company discovered that in 2023, it had an inadequate policy associated with its revenue recognition related to the cash collection of a certain subset of its customers that had been placed on cash basis in 2023. For these customers, because the determination had been made that there was significant collection risk and the Company had no ability to estimate the collectability of the consideration it was entitled to, revenue recognition was prohibited under Accounting Standards Codification, ("ASC"), Topic 606, *"Revenue from Contracts with Customers"* until cash was collected for the services that were provided. The Company refers to the customers in this situation as customers that have been placed on cash basis. As further discussed below, in 2023 the Company misapplied this policy in each of the first three quarters of 2023 by failing to apply (in certain cases) cash receipts to prior accounts receivable (via a credit loss recovery) and instead recognized additional revenue for the cash receipt.

The Company recognizes revenue from contracts with customers under ASC 606. The core principle of the revenue standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. Once the Company believes that it is no longer probable of collecting substantially all of the consideration to which it will be entitled in exchange for the goods or services transferred to the customer and as such is prohibited from recognizing revenue until it is probable that it will be entitled to all of the consideration. As such, when a customer with significant collection risk is identified, the Company fully reserves for all outstanding accounts receivable and records a credit loss for these receivables.

Initially, revenue for contracts that the Company assesses are not probable of collection is not recognized until the customer has paid or settled all outstanding accounts receivable balances. Collectability is reassessed when there is a significant change in facts or circumstances. The assessment of collectability considers whether the Company may limit its exposure to credit risk through its right to stop transferring additional service in the event the customer is delinquent. When services are still provided to customers that have been identified with significant collection risk, the Company initially applies all payments received against the customers oldest invoices. However, if the Company continues to provide services to these customers for a significant period of time, cash collections have stabilized and other factors indicate it is appropriate, cash collections are assessed to determine if any of the on-going cash receipts should be accounted for as variable consideration under ASC 606 for on-going services instead of recovery of credit losses. To date, no material variable consideration has been recognized and after applying the corrections shown in the table below, all cash collections for these customers are reflected as recovery of credit losses.

Due to the inconsistency of the cash application related to the cash basis customers, and the prohibition on recognizing revenue when the Company does not believe it will receive the consideration it is entitled to, the Company had determined that it had improperly recognized revenue for these customers and should have instead recognized a credit loss recovery related to these cash receipts.

All periods presented below have been retrospectively restated to reflect the effects of the change to revenues and operating expenses. There was no impact to operating income (loss), net income (loss), net income (loss) per share, net cash provided by operating activities and adjusted EBITDA for any periods presented. The consolidated statement of equity is not affected by this restatement.

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The Company has restated its unaudited condensed consolidated statements of operations for the period ended September 30, 2023 as follows (in thousands):

	Three Months Ended September 30, 2023			Nine Months Ended September 30, 2023		
	Previously Reported	Adjustment	As Restated	Previously Reported	Adjustment	As Restated
Net revenues	\$ 47,725	\$ (1,038)	\$ 46,687	\$ 146,584	\$ (5,058)	\$ 141,526
General and administrative expenses	\$ 19,189	\$ (1,038)	\$ 18,151	\$ 60,897	\$ (5,058)	\$ 55,839
Total costs and expenses	\$ 53,273	\$ (1,038)	\$ 52,235	\$ 152,497	\$ (5,058)	\$ 147,439

The Company has restated its unaudited condensed consolidated Statements of Cash Flows for period ended September 30, 2023 as follows (in thousands):

	Nine Months Ended September 30, 2023		
	Previously Reported	Adjustment	As Restated
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:			
Provision (recovery) for credit losses	\$ 4,862	\$ (5,058)	\$ (196)
Changes in operating assets and liabilities:			
Accounts receivable	\$ 262	\$ 5,058	\$ 5,320

Foreign Currency

Assets and liabilities denominated in a foreign currency are translated into U.S. dollars using the exchange rates in effect at the balance sheet date. Revenue and expense accounts are translated at the average exchange rates during the periods. The impact of exchange rate fluctuations from translation of assets and liabilities is insignificant for the three and nine months ended September 30, 2024 and 2023.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the interim condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant estimates made by management include, the allowance for credit losses, the useful lives of long-lived assets, income taxes, website and internal-use software development costs, leases, valuation of goodwill and other intangible assets, valuation of warrant liability, deferred tax assets and the related valuation allowance, tax receivable agreement ("TRA") liability, revenue recognition, performance and stock-based compensation and the recognition and disclosure of contingent liabilities.

Risks and Uncertainties

The Company operates in a relatively new industry where laws and regulations vary significantly by jurisdiction. Currently, thirty-nine states, the District of Columbia, Puerto Rico, the Virgin Islands, and Guam have legalized some form of cannabis use for certain medical purposes. Twenty-four of those states, the District of Columbia, Guam, and Northern Mariana have legalized cannabis for adults for non-medical purposes as well (sometimes referred to as adult or recreational use). Eight additional states have legalized forms of low-potency cannabis, for select medical conditions. Only three states continue to prohibit cannabis entirely. Additionally, while a number of U.S. legislators have introduced various bills to legalize cannabis at the federal level, none of these bills has become law. Currently, under federal law, cannabis, other than hemp (defined by the U.S. government as Cannabis sativa L. with a THC concentration of not more than 0.3% on a dry weight basis), is still a Schedule I controlled substance under the Controlled Substances Act ("CSA"). Even in states or territories that have legalized cannabis to some extent, the cultivation, possession, and sale of cannabis all violate the CSA and are punishable by imprisonment, substantial fines, and forfeiture. Moreover, individuals and entities may violate federal law if they aid and abet

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another in violating the CSA, or conspire with another to violate the law, and violating the CSA can be a predicate for certain other crimes, including money laundering laws and the Racketeer Influenced and Corrupt Organizations Act. If any state that permits use of cannabis was to change their laws or the federal government was to actively enforce the CSA or other laws related to the federal prohibition on cannabis, the Company's business could be adversely affected.

In addition, the Company's ability to grow and meet its operating objectives depends largely on the continued legalization and regulation of cannabis on a widespread basis. There can be no assurance that such legalization will occur on a timely basis, or at all.

The geographic concentration of the Company's clients makes the Company vulnerable to a downturn in the local market area. Historically, the Company's business operations have been located primarily in the State of California. See Note 3, "Revenue from Contracts with Customers," to these condensed consolidated financial statements for additional information.

Fair Value Measurements

The Company follows the guidance in ASC 820 – *Fair Value Measurements* for its financial assets and liabilities that are re-measured and reported at fair value at each reporting period. See Note 5, "Fair Value Measurements" to these condensed consolidated financial statements for additional information.

Accounts Receivable, Net

A receivable is recorded when an unconditional right to invoice and receive payment exists. Accounts receivable primarily include amounts related to receivables from customers. Receivables are shown net of allowance for credit losses which is maintained at a level that management believes to be sufficient to absorb estimated losses in the accounts receivable portfolio. The Company measures credit losses on its trade accounts receivable using the current expected credit loss model under ASC 326 – *Financial Instruments – Credit Losses*.

The Company calculates the expected credit losses on a pool basis for trade receivables that have similar risk characteristics. For trade receivables that do not share similar risk characteristics, the allowance for credit losses is calculated on an individual basis. Risk characteristics relevant to the Company's accounts receivable include balance of customer account and aging status.

Account balances are written off against the allowance when it is determined that it is probable that the receivable will not be recovered. The Company had allowance for credit losses of \$ 0.9 million and \$ 8.7 million as of September 30, 2024 and December 31, 2023, respectively.

As of September 30, 2024 and December 31, 2023, no customer accounted for more than 10% of the total gross accounts receivable outstanding.

The following table summarizes the changes in the allowance for credit losses:

	Three months ended September 30,		Nine months ended September 30,	
	2023		2023	
	2024	As Restated ¹	2024	As Restated ¹
Allowance, beginning of period	\$ 2,756	\$ 10,202	\$ 8,748	\$ 12,232
Provision (recovery) for credit losses	320	219	(295)	(196)
Write-offs	(2,218)	(1,317)	(7,595)	(2,932)
Allowance, end of period	\$ 858	\$ 9,104	\$ 858	\$ 9,104

¹The Provision (recovery) for credit losses for the three and nine months ended September 30, 2023 and related allowance at the end of the period September 30, 2023, has been retrospectively adjusted to reflect the restatement of previously reported credit losses. See *Restatement of Previously Reported 2023 Quarterly Revenue and Credit Losses* above for further information.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation, and consist of internally developed software, computer equipment, furniture and fixtures and leasehold improvements. Depreciation is computed using the straight-line method over the estimated useful lives of the assets and generally over three years for computer equipment and seven years for furniture and fixtures. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the remaining term of the related lease. Maintenance and repairs are expensed as incurred. When assets are

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retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in the Company's condensed consolidated statements of operations.

The Company assesses impairment of property and equipment when an event and change in circumstance indicates that the carrying value of such assets may not be recoverable. If an event and a change in circumstance indicates that the carrying amount of an asset (or asset group) may not be recoverable and the expected undiscounted cash flows attributable to the asset are less than its carrying value, an impairment loss equals to the excess of the asset's carrying value over its fair value is recognized. No impairments to property and equipment were recorded during the three and nine months ended September 30, 2024. The Company recorded a non-cash property and equipment impairment charge of \$ 2.3 million for the three and nine months ended September 30, 2023 related to certain product offerings that were sunset in December 2023, which is included in asset impairment charges in the condensed consolidated statements of operations.

Capitalized Software

Capitalized website and internal-use software development costs are included in property and equipment in the accompanying condensed consolidated balance sheets. The Company capitalizes certain costs related to the development and enhancement of the Weedmaps platform and SaaS solutions. The Company began to capitalize these costs when preliminary development efforts were successfully completed, management has authorized and committed project funding, and it was probable that the project would be completed and the software would be used as intended. Capitalization ceases upon completion of all substantial testing. Maintenance and training costs are expensed as incurred. Such costs are amortized when placed in service, on a straight-line basis over the estimated useful life of the related asset, generally estimated to be three years. Costs incurred for enhancements that were expected to result in additional features or functionality are capitalized and expensed over the estimated useful life of the enhancements, generally three years. Product development costs include compensation and benefits for employees, including engineering and technical teams who are responsible for building new products, as well as maintaining and improving existing products. Product development costs that do not meet the criteria for capitalization are expensed as incurred.

As of September 30, 2024 and December 31, 2023, the Company has \$ 23.7 million and \$ 23.1 million in capitalized software costs, net, respectively which are recorded within property and equipment, net on the Company's condensed consolidated balance sheets. During the three months ended September 30, 2024 and 2023, the Company amortized \$ 3.1 million and \$ 2.2 million, respectively. During the nine months ended September 30, 2024 and 2023, the Company amortized \$ 8.4 million and \$ 5.4 million, respectively. Amortization of internal-use software development costs is included in depreciation and amortization expense in the accompanying condensed consolidated statements of operations.

Goodwill and Intangible Assets

Goodwill consists of the excess of the purchase price over the fair value of identifiable net assets of businesses acquired. Goodwill is reviewed for impairment each year using a qualitative or quantitative process that is performed at least annually as of December 31, such as changes in the business climate, poor indicators of operating performance or the sale or disposition of a significant portion of a reporting unit. As of September 30, 2024 and December 31, 2023, the Company has \$ 68.4 million in goodwill.

In testing for goodwill impairment, the Company may elect to utilize a qualitative assessment to evaluate whether it is more likely than not that the fair value of a reporting unit exceeds the carrying value. If it is determined that it is unlikely that the carrying value exceeds the fair value, the Company is not required to complete the quantitative goodwill impairment evaluation. If it is determined that the carrying value may exceed fair value when considering qualitative factors, a quantitative goodwill impairment evaluation is performed. When performing the quantitative evaluation, if the carrying value of the reporting unit exceeds its fair value, an impairment loss equal to the difference will be recorded.

Goodwill is assessed for impairment annually on December 31. For the year ended December 31, 2023, in accordance with the Company's annual assessment policy, the Company opted to bypass the qualitative assessment and performed a quantitative assessment to test goodwill for impairment. As part of the Company's impairment assessment, the fair value of the reporting unit is estimated using a discounted cash flow valuation which incorporates assumptions regarding long-term growth rates, revenue and earnings projections, estimation of cash flows, discount rates and other factors. For the year ended December 31, 2023, in conducting the quantitative assessment, it was determined that the fair value of the goodwill exceeded its carrying amount by approximately 18 %, and as a result, no impairment existed as of the annual assessment date of December 31, 2023. If the Company's forecasts of cash flows or other key inputs are negatively revised in the future, the estimated fair value of the reporting unit would be adversely impacted, potentially leading to an impairment in the future that could materially affect our

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operating results. There were no goodwill impairment charges recorded for the three and nine months ended September 30, 2024 and 2023.

Intangible assets are recorded at cost less accumulated amortization. Intangible assets are reviewed for impairment whenever events or changes in circumstances may affect the recoverability of the net assets. Such reviews may include an analysis of current results and take into consideration the undiscounted value of projected operating cash flows. The Company recorded a non-cash intangible impairment charge of \$ 6.1 million for the three and nine months ended September 30, 2023 related to certain product offerings that were sunset in December 2023, which is included in asset impairment charges in the condensed consolidated statements of operations. There were no intangible asset impairment charges recorded for the three and nine months ended September 30, 2024. See Note 6, "Intangible Assets," to these condensed consolidated financial statements for additional information.

Leases

The Company's operating leases consist of office space located in the United States. The Company does not have any leases classified as financing leases. The Company classifies arrangements meeting the definition of a lease as operating or financing leases, and leases are recorded on the condensed consolidated balance sheets as both a right-of-use asset ("ROU") and lease liability, calculated by discounting fixed lease payments over the lease term at the rate implicit in the lease or the Company's incremental borrowing rate. Lease liabilities are increased by interest and reduced by payments each period, and the right-of-use asset is amortized over the lease term. For operating leases, interest on the lease liability and the amortization of the right-of-use asset result in straight-line rent expense over the lease term. Operating lease assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. For finance leases, interest on the lease liability and the amortization of the right-of-use asset results in front-loaded expense over the lease term. Variable lease expenses are recorded when incurred.

In calculating the right-of-use asset and lease liability, the Company elects to combine lease and non-lease components for all classes of assets. The Company excludes short-term leases having initial terms of 12 months or less from the new guidance as an accounting policy election, and instead recognizes rent expense on a straight-line basis over the lease term.

The Company assesses impairment of ROU assets when an event and change in circumstance indicates that the carrying value of such ROU assets may not be recoverable. If an event and a change in circumstance indicates that the carrying value of an ROU asset may not be recoverable and the estimated fair value attributable to the ROU asset is less than its carrying value, an impairment loss equals to the excess of the ROU asset's carrying value over its fair value is recognized.

The fair values of ROU assets were estimated using an income approach based on management's forecast of future cash flows expected to be derived based on the sublease market rent. First, the Company tests the asset group for recoverability by comparing the undiscounted cash flows of the asset group, which include expected future lease payments related to the lease agreement offset by expected sublease income, to the carrying amount of the asset group. If the first step of the long-lived asset impairment test concludes that the carrying amount of the asset group is not recoverable, the Company performs the second step of the long-lived asset impairment test by comparing the fair value of the asset group to its carrying amount and recognizing a lease impairment charge for the amount by which the carrying amount exceeds the fair value. To estimate the fair value of the asset group, the Company relies on a discounted cash flow approach using market participant assumptions of the expected cash flows. During the three and nine months ended September 30, 2024 and 2023, the Company recognized no impairment charge related to ROU assets.

Net rent expense for the three months ended September 30, 2024 and 2023 was \$ 1.7 million and \$ 2.2 million, respectively. Net rent expense for the nine months ended September 30, 2024 and 2023 was \$ 5.8 million and \$ 6.6 million, respectively. Rent expense is included in general and administrative expense in the accompanying condensed consolidated statements of operations.

In the third quarter of 2024, the Company amended its lease associated with its corporate headquarters located in Irvine, California. The amendment extended the lease term five years through February 2030 and reduced the leased square footage. The lease extension was accounted for as a lease modification, and the Company remeasured its lease liability and ROU asset using an incremental borrowing rate of 11.5 % and recognized a non-cash lease liability of \$ 3.3 million and the related non-cash ROU asset of \$ 3.3 million. The lease classification remained as an operating lease.

In addition, in the second quarter 2024, the Company paid \$ 0.1 million to terminate a lease agreement for one of the offices. In conjunction with the early lease termination, the Company reported a gain of \$ 0.1 million which is recognized as a reduction to

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the related lease expense. The Company also de-recognized the remaining ROU asset of \$ 0.2 million and a lease liability of \$ 0.4 million on the condensed consolidated balance sheet related to early lease termination.

In 2022, the Company entered into a sublease agreement with an affiliate of the Chief Executive Officer. The sublease commenced on June 1, 2022, and expired on October 31, 2024. See Note 13, "Related Party Transactions," to these condensed consolidated financial statements for additional information.

Sublease rental income is recognized as a reduction to the related lease expense on a straight-line basis over the sublease term. For the three months ended September 30, 2024 and 2023, the Company recorded rent income related to sublease of \$ 0.2 million and \$ 0.5 million, respectively. For the nine months ended September 30, 2024 and 2023, the Company recorded rent income related to sublease of \$ 1.3 million and \$ 1.6 million, respectively.

Warrant Liability

The Company assumed public warrants originally issued in the initial public offering of Silver Spike (the "Public Warrants") and private placement warrants that were originally issued in a private placement by Silver Spike (the "Private Placement Warrants" and, together with the Public Warrants, the "Warrants") upon the Closing, all of which were issued in connection with Silver Spike's initial public offering. The Company evaluated the Warrants under ASC 815-40 - *Derivatives and Hedging - Contracts in Entity's Own Equity* and concluded they do not meet the criteria to be classified in stockholders' equity. See Note 9, "Warrant Liability," to these condensed consolidated financial statements for additional information.

Tax Receivable Agreement

In connection with the Business Combination, the Company entered into a TRA with continuing members that provides for a payment to the continuing Class A Unit holders of 85 % of the amount of tax benefits, if any, that the Company realizes, or is deemed to realize, as a result of redemptions or exchanges of Units. In connection with such potential future tax benefits resulting from the Business Combination, the Company has established a deferred tax asset for the additional tax basis and a corresponding TRA liability of 85 % of the expected benefit. The remaining 15 % is recorded to additional paid-in capital.

The TRA liability is subject to remeasurement each reporting period, due to various factors, including changes in federal and state income tax rates and assessment of the probability of payment. As these remeasurement changes are subsequent to the initial measurement, the impact of the remeasurement is recorded in other income (loss), net on the condensed consolidated statements of operations. As of September 30, 2024 and December 31, 2023, the TRA liability was \$ 3.1 million and \$ 1.8 million, respectively. During the three and nine months ended September 30, 2024, the Company recognized a loss of \$ 0.5 million and \$ 1.5 million, respectively, related to the remeasurement of its TRA liability. During the three and nine months ended September 30, 2023, the Company recognized a loss of \$ 0.1 million and \$ 0.7 million, respectively, related to the remeasurement of its TRA liability. See *Income Taxes* below for information related to the Company's allowance against its net deferred tax assets.

Revenue Recognition

The Company recognizes revenue when the fundamental criteria for revenue recognition are met. In accordance with ASC 606 - *Revenue from Contracts with Customers*, the Company recognizes revenue by applying the following five steps: the contract with the customer is identified; the performance obligations in the contract are identified; the transaction price is determined; the transaction price is allocated to the performance obligations in the contract; and revenue is recognized when (or as) the Company satisfies these performance obligations in an amount that reflects the consideration it expects to be entitled to in exchange for those services. The Company excludes sales taxes and other similar taxes from the measurement of the transaction price. The transaction price reflects the amount the Company expects to receive for such goods, net of discounts. Discounts issued are primarily related to the Company's WM Teal program, which stands for "Together for Equity Access and Legislation", through which the Company provides discounts including free software, advertising, educational materials and training programs to applicants or licenses under social equity licensing programs. The Company provides a discount to license holders who were awarded special status by the state based on owner qualifications. These are typically given in new markets to add more diversity and inclusion in the cannabis space. A license's social equity status is validated by the Company on the applicable state's website. For clients that pay in advance for listing and other services, the Company records deferred revenue and recognizes revenue over the applicable subscription term.

The Company's revenues are derived primarily from monthly subscriptions to Weedmaps for Business, featured and deal listings and other ad solutions. The Company's Weedmaps for Business subscriptions generally have one-month terms that automatically renew unless notice of cancellation is provided in advance. Featured and deal listings and other ad solutions are offered as add-on products to the Weedmaps for Business subscriptions. Featured and deal listings provide customers with

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premium placement ad solutions and discount and promotion pricing tools. Other ad solutions include banner ads and promotion tiles on the Company's marketplace ad as well as other advertising products on and off the Weedmaps marketplace. The Company has a fixed inventory of featured listing and display advertising in each market, and price is generally determined through a competitive auction process that reflects local market demand. Revenues for these arrangements are recognized over-time, generally during a month-to-month subscription period as the services are provided. The Company rarely needs to allocate the transaction price to separate performance obligations. In the rare case that allocation of the transaction price is needed, the Company recognizes revenue in proportion to the standalone selling prices of the underlying services at contract inception.

Revenue for service contracts that the Company assesses are not probable of collection is not recognized until the contract is completed and payment is received. Collectability is reassessed when there is a significant change in facts or circumstances. The assessment of collectability considers whether the Company may limit its exposure to credit risk through its right to stop transferring additional service in the event the customer is delinquent. See Note 3, "Revenue from Contracts with Customers," to these condensed consolidated financial statements for additional information.

Cost of Revenues (Exclusive of Depreciation and Amortization)

The Company's cost of revenue primarily consists of web hosting, internet service costs, credit card processing costs and other third party services.

Advertising

The Company expenses the cost of advertising in the period incurred. Advertising expense totaled \$ 2.0 million and \$ 3.5 million for the three months ended September 30, 2024 and 2023, respectively, and \$ 8.3 million and \$ 8.1 million for the nine months ended September 30, 2024 and 2023, respectively, and are included in sales and marketing expense in the accompanying condensed consolidated statements of operations.

Stock-Based Compensation

The Company measures fair value of employee stock-based compensation awards on the date of grant and allocates the related expense over the requisite service period. The fair value of restricted stock units and performance-based restricted stock units is equal to the market price of the Company's common stock on the date of grant. The fair value of the Class P Units is measured using the Black-Scholes-Merton valuation model. The expected volatility is based on the historical volatility and implied volatilities for comparable companies, the expected life of the award is based on the simplified method. When awards include a performance condition that impacts the vesting of the award, the Company records compensation cost when it becomes probable that the performance condition will be met and the expense will be attributed over the performance period. See Note 11, "Stock-based Compensation," to these condensed consolidated financial statements for additional information.

Employee Benefit Plan

The Company's 401(k) saving plan is a tax-qualified deferred compensation arrangement under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, participating U.S. employees may contribute a portion of their eligible earnings, subject to applicable U.S. Internal Revenue Service and plan limits. The Company matches up to 3.5 % of the employee's eligible compensation, vested upon two years of service. For the three months ended September 30, 2024 and 2023, the Company recognized an expense of \$ 0.4 million and \$ 0.9 million, respectively, and for the nine months ended September 30, 2024 and 2023, the Company recognized an expense of \$ 1.4 million and \$ 1.9 million, respectively, related to employer contributions for the Company's 401(k) plan.

Other Income (Expense), net

Other income (expense), net consists primarily of change in fair value of warrant liability, TRA liability remeasurement, discharge of a holdback obligation related to a prior acquisition, interest income and other tax related expenses.

Income Taxes

The Company uses the asset and liability method of accounting for income taxes under ASC 740 - *Income Taxes*. Under the guidance, deferred tax assets and liabilities are recognized for the future tax consequences of (i) temporary differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities and (ii) operating loss and tax credit carryforwards. Deferred income tax assets and liabilities are based on enacted tax rates applicable to the future period when

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those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period the rate change is enacted.

The Company assesses whether it is "more-likely-than-not" that it will realize its deferred tax assets. The Company establishes a valuation allowance when available evidence indicates that it is more-likely-than-not that the deferred tax asset will not be realized. In assessing the need for a valuation allowance, the Company considers the amounts and timing of expected future deductions or carry forwards and sources of taxable income that may enable utilization. This includes an analysis of the Company's current financial position, results of operations for the current and prior years and all currently available information about future years. This assessment and estimates require significant management judgment. The Company maintains an existing valuation allowance until enough positive evidence exists to support its reversal. Change in the amount or timing of expected future deductions or taxable income may have a material impact on the level of income tax valuation allowances.

For nine months ended September 30, 2024 and for the year ending December 31, 2023, the Company conducted similar analyses, and determined that a full valuation allowance was still required. As of September 30, 2024 and December 31, 2023, the TRA liability was \$ 3.1 million and \$ 1.8 million, respectively.

The tax provision for interim periods is determined using an estimate of the Company's annual effective tax rate, adjusted for discrete items, if any, that arise during the period. Each quarter, the Company updates its estimate of its annual effective tax rate, and if the estimated annual effective tax rate changes, the Company makes a cumulative adjustment in such period. The quarterly tax provision, and estimate of the Company's annual effective tax rate, is subject to variation due to several factors, including variability in pre-tax income (or loss), reevaluations of the warrant liability, changes in flow-through income not subject to tax, valuation allowances and tax law developments.

As a result of the Business Combination, WM Technology, Inc. became the sole managing member of WMH LLC, which is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, WMH LLC is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by WMH LLC is passed through to and included in the taxable income or loss of its members, including WM Technology, Inc. on a pro rata basis. WM Technology, Inc. is subject to U.S. federal income taxes, in addition to state and local income taxes with respect to its allocable share of any taxable income of WMH LLC following the Business Combination. The Company is also subject to taxes in foreign jurisdictions.

WMH LLC will generally be required from time to time to make pro rata distributions in cash to the Company and the other holders of WMH Units at certain assumed tax rates in amounts that are intended to be sufficient to cover the taxes on the Company's and the other WMH equity holders' respective allocable shares of the taxable income of WMH LLC.

For the three and nine ended September 30, 2024, the Company recorded \$ 0.02 million and \$ 0.07 million, respectively, in income tax provisions due to the impact of the full valuation allowance on its net deferred assets. For the three and nine months ended September 30, 2023, the Company recorded zero in income tax provisions due to the impact of the full valuation allowance on its net deferred assets. The effective tax rates differ from the federal statutory rate of 21% primarily due to the impact of valuation allowances, warrant valuations, non-controlling interests represented by the portion of the flow-through income not subject to tax, permanent stock-based compensation and state taxes.

ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. The Company does not believe it has any uncertain income tax positions that are more-likely-than-not to materially affect its condensed consolidated financial statements.

Segment Reporting

The Company has identified one business segment which management also considers to be one reporting unit as the Company's Chief Executive Officer and Chief Financial Officer allocate resources, assess performance and manage the businesses as one segment.

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Earnings (Loss) Per Share

Basic income (loss) per share is computed by dividing net income (loss) attributable to WM Technology, Inc. by the weighted-average number of shares of Class A Common Stock outstanding during the period.

Diluted income (loss) per share is computed giving effect to all potential weighted-average dilutive shares for the period. The dilutive effect of outstanding awards or financial instruments, if any, is reflected in diluted income (loss) per share by application of the treasury stock method or if-converted method, as applicable. Potential common shares are excluded from the calculation of diluted EPS in the event they are antidilutive or subject to performance conditions for which the necessary conditions have not been satisfied by the end of the reporting period. See Note 12, "Earnings Per Share," for additional information on dilutive securities.

Concentrations of Credit Risk

The Company's financial instruments are potentially subject to concentrations of credit risk. The Company places its cash with high quality credit institutions and the Company's cash balances at these institutions typically exceed the Federal Deposit Insurance Corporation limit. As of September 30, 2024, the Company had cash balances that exceeded the FDIC limit with four financial institutions. Management believes that the risk of loss is not significant and has not experienced any losses in such accounts.

Recently Adopted Accounting Pronouncements

The Company reviewed the accounting pronouncements that became effective for fiscal year 2024 and determined that either they were not applicable, or they did not have a material impact on the consolidated financial statements.

Recently Issued Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosure*", which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expense categories that are regularly provided to the chief operating decision maker and included in each reported measure of a segment's profit or loss. The update also requires all annual disclosures about a reportable segment's profit or loss and assets to be provided in interim periods and for entities with a single reportable segment to provide all the disclosures required by ASC 280, Segment Reporting, including the significant segment expense disclosures. This ASU is effective for fiscal years beginning after December 15, 2024. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

In December 2023, the Financial Accounting Standards Board issued ASU 2023-09, "*Income Taxes - Improvements to Income Tax Disclosures*" requiring enhancements and further transparency to certain income tax disclosures, most notably the tax rate reconciliation and income taxes paid. This ASU is effective for fiscal years beginning after December 15, 2024 on a prospective basis and retrospective application is permitted. We are currently evaluating the impact of the adoption of this standard.

The Company also reviewed other recently issued accounting pronouncements to be adopted in future periods and determined that they are not expected to have a material impact on the consolidated financial statements.

3. Revenue from Contracts with Customers

The Company sells a monthly subscription offering to retailer and brand clients as well as upsell and add-on offerings to licensed clients. The Company's current Weedmaps for Business monthly subscription package includes:

- WM Listings: A listing page with product menu for a retailer or brand on the Weedmaps marketplace, enabling the Company's clients to be discovered by the marketplace's users. This also allows clients to disclose their license information, hours of operation, contact information, discount policies and other information that may be required under applicable state law.
- WM Orders: Software for retailers to receive pickup and delivery orders directly from a Weedmaps listing and connect orders directly with a client's POS system (for certain POS systems). The marketplace also enables brands to route customer purchase interest to a retailer that carries the brand's product. After a dispensary receives the order request from the consumer, the dispensary and the consumer can continue to communicate, adjust items in the request, and handle any stock issues, prior to and while the dispensary processes and fulfills the order.
- WM Store: Customizable order and menus embed which allows retailers and brands to import their Weedmaps listing menu or product reservation functionality to their own white-labeled WM Store website or separately owned website.

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WM Store facilitates customer pickup or delivery orders and enables retailers to reach more customers by bringing the breadth of the Weedmaps marketplace to a client's own website.

- WM Connectors: A centralized integration platform, including API tools, for easier menu management, automatic inventory updates and streamlined order fulfillment to enable clients to save time and more easily integrate into the WM Technology ecosystem and integrate with disparate software systems. This creates business efficiencies and improves the accuracy and timeliness of information across Weedmaps, creating a more positive experience for consumers and businesses.
- WM Insights: An insights and analytics platform for clients leveraging data across the Weedmaps marketplace and software solutions. WM Insights provides data and analytics on user engagement and traffic trends to a client's listing page. For Brand clients, WM Insights allows them to monitor their brand and product rankings, identify retailers not carrying products and keep track of top brands and products by category and state.

The Company also offers other add-on products for additional fees, including:

- WM Ads, which includes, featured and deal listings and other ad solutions on the Weedmaps marketplace designed for clients to amplify their businesses and reach more highly engaged cannabis consumers throughout their buying journey including:
 - Featured Listings: Premium placement ad solutions on high visibility locations on the Weedmaps marketplace (desktop and mobile) to amplify our clients' businesses and maximize clients' listings and deal presence.
 - WM Deals: Discount and promotion pricing tools that let clients strategically reach prospective price-conscious cannabis customers with deals or discounts to drive conversion. In some jurisdictions, it is required by applicable law to showcase discounts.
 - Other ad solutions: Includes banner ads and promotion tiles on our marketplace as well as banner ads that can be tied to keyword searches. These products provide clients with targeted ad solutions in highly visible slots across our digital surfaces.
- WM Dispatch: Compliant, automated and optimized logistics and fulfillment last-mile delivery software (including driver apps) that helps clients manage their delivery fleets. This product streamlines the delivery experience from in-store to front-door.

In December 2023, we completed the sunset of WM AdSuite, WM CRM and WM Screens product offerings as we continue to focus our efforts on other Weedmaps for Business products that support the Weedmaps marketplace and improve the eCommerce experience for our clients and users.

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Disaggregation of revenue

The following table summarizes the Company's disaggregated net revenues information (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024		2023	
	2024	As Restated ¹	2024	As Restated ¹
Revenues:				
Weedmaps for Business and other SaaS solutions	\$ 13,583	\$ 10,877	\$ 40,285	\$ 33,847
Featured and deal listings	29,233	31,907	85,814	96,782
Subtotal	42,816	42,784	126,099	130,629
Other ad solutions	3,736	3,903	10,745	10,897
Total net revenues²	\$ 46,552	\$ 46,687	\$ 136,844	\$ 141,526

¹For the three and nine months ended September 30, 2023, net revenues have been retrospectively adjusted to reflect the restatement of previously reported 2023 revenue. See Note 2, "Summary of Significant Accounting Policies," for further information.

²Net revenues are net of discounts of \$ 0.1 million and \$ 0.8 million, respectively, for the three months ended September 30, 2024 and 2023 and \$ 0.6 million and \$ 3.0 million, respectively, for the nine months ended September 30, 2024 and 2023.

Deferred revenue primarily consists of billings or payments received in advance of revenue recognition from subscription offerings, as described above, and is recognized as the revenue recognition criteria are met. Deferred revenue balance as of September 30, 2024 and December 31, 2023 were \$ 5.8 million and \$ 5.9 million, respectively, and the balance is expected to be fully recognized within the next twelve months. The Company generally invoices customers and receives payment on an upfront basis and payments do not include significant financing components or variable consideration and there are generally no rights of return or refunds after the subscription period has passed.

Substantially all of the Company's revenue has been generated in the United States for the three and nine months ended September 30, 2024 and 2023. For the three and nine months ended September 30, 2024, approximately 52 % of the Company's net revenues originated in California. For the three and nine months ended September 30, 2023, approximately 51 % and 52 % of the Company's net revenues originated in California, respectively.

4. Commitments and Contingencies

Litigation

During the ordinary course of the Company's business, it is subject to various claims and litigation. Management believes that the outcome of such claims or litigation will not have a material adverse effect on the Company's financial position, results of operations or cash flow.

SEC Matter

As previously disclosed, in the second quarter of 2022, the Company's board of directors received an internal complaint regarding the calculation, definition and reporting of the Company's monthly active users ("MAUs") metric. In response, the Company's board of directors formed a special committee of independent directors to conduct an internal investigation with the assistance of outside counsel. As a result of the findings of that internal investigation, the Company provided certain additional information regarding the growth and nature of the Company's previously-reported MAUs in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2022 filed with the SEC on August 9, 2022. This investigation found no impact on the Company's financial results under GAAP or the reporting or disclosure of any currently disclosed non-GAAP financial metric. As also previously reported, in the third quarter of 2022, the Company determined not to report MAUs going forward. In August 2022, the Company's board of directors determined to voluntarily report the internal complaint and subsequent internal investigation to the SEC, following which the SEC's Division of Enforcement commenced an investigation. The Company has been fully cooperating with the SEC's investigation.

As also previously reported in the Current Report on Form 8-K filed on July 25, 2024, on July 22, 2024, the Company reached an agreement in principle with the SEC staff to resolve the SEC's investigation with respect to the Company. Under the terms of the settlement, the Company consented, without admitting or denying the SEC's findings, to the entry of an administrative

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cease-and-desist order finding violations of Sections 17(a)(2) and (3) of the Securities Act of 1933, as amended, Sections 13(a) and 14(a) of the Securities Exchange Act of 1934, as amended, and Rules 12b-20, 13a-1, 13a-11, 13a-13, and 14a-9 thereunder, and pay a civil money penalty of \$ 1.5 million. The settlement was approved by the SEC, and the administrative cease-and-desist order was entered in September 2024. The Company issued payment to the SEC, and it was received by the SEC, in October 2024. Accordingly, the SEC enforcement matter is concluded with respect to the Company.

As of September 30, 2024, the Company recorded a liability of \$ 1.5 million for the SEC settlement which is included in general and administrative expenses in the condensed consolidated statements of operations and accounts payable and accrued expenses in the condensed consolidated balance sheets. The SEC settlement of \$ 1.5 million was paid in October 2024.

Purchase Obligations

The Company has minimum outstanding purchase obligations of approximately \$ 1.8 million for the remaining three months in 2024, \$ 7.3 million in 2025 and \$ 7.5 million in 2026, due under software license agreements, of which the majority relates to the Company's three-year AWS Enterprise agreement.

5. Fair Value Measurements

The Company follows the guidance in ASC 820 – *Fair Value Measurements* for its financial assets and liabilities that are re-measured and reported at fair value at each reporting period.

The fair value of the Company's financial assets and liabilities reflects management's estimate of amounts that the Company would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. In connection with measuring the fair value of its assets and liabilities, the Company seeks to maximize the use of observable inputs (market data obtained from independent sources) and to minimize the use of unobservable inputs (internal assumptions about how market participants would price assets and liabilities). The following fair value hierarchy is used to classify assets and liabilities based on the observable inputs and unobservable inputs used in order to value the assets and liabilities:

- Level 1: Quoted prices in active markets for identical assets or liabilities. An active market for an asset or liability is a market in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2: Observable inputs other than Level 1 inputs. Examples of Level 2 inputs include quoted prices in active markets for similar assets or liabilities and quoted prices for identical assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs based on the Company assessment of the assumptions that market participants would use in pricing the asset or liability.

The following table presents information about the Company's liabilities that are measured at fair value on a recurring basis at September 30, 2024 and December 31, 2023, and indicates the fair value hierarchy of the valuation inputs the Company utilized to determine such fair value (in thousands):

	Level	September 30, 2024		December 31, 2023	
Liabilities:					
Warrant liability – Public Warrants	1	\$ 250	\$ 375		
Warrant liability – Private Placement Warrants	3		\$ 140		\$ 210
Total warrant liability		<u><u>\$ 390</u></u>	<u><u>\$ 585</u></u>		

The following tables summarize the changes in the fair value of the warrant liabilities (in thousands):

	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024			
	Private		Warrant Liabilities	Public		Private Warrants	Warrant Liabilities
	Public Warrants	Placement Warrants		Warrants	Warrants		
Fair value, beginning of period	\$ 625	\$ 350	\$ 975	\$ 375	\$ 210	\$ 585	
Change in valuation inputs or other assumptions	(375)	(210)	(585)	(125)	(70)	(195)	
Fair value, end of period	<u><u>\$ 250</u></u>	<u><u>\$ 140</u></u>	<u><u>\$ 390</u></u>	<u><u>\$ 250</u></u>	<u><u>\$ 140</u></u>	<u><u>\$ 390</u></u>	

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	Three Months Ended September 30, 2023			Nine Months Ended September 30, 2023		
	Public Warrants	Private Placement Warrants	Warrant Liabilities	Public Warrants	Private Warrants	Warrant Liabilities
Fair value, beginning of period	\$ 1,500	\$ 910	\$ 2,410	\$ 1,250	\$ 840	\$ 2,090
Change in valuation inputs or other assumptions	250	210	460	500	280	780
Fair value, end of period	<u>\$ 1,750</u>	<u>\$ 1,120</u>	<u>\$ 2,870</u>	<u>\$ 1,750</u>	<u>\$ 1,120</u>	<u>\$ 2,870</u>

Public Warrants

The Company determined the fair value of the Public Warrants, based on the publicly listed trading price of such warrants as of the valuation date. Accordingly, the Public Warrants are classified as Level 1 financial instruments. The fair value of the Public Warrants was \$ 0.3 million and \$ 0.4 million as of September 30, 2024 and December 31, 2023, respectively.

Private Placement Warrants

The estimated fair value of the Private Placement Warrants is determined with Level 3 inputs using the Black-Scholes model. The significant inputs and assumptions in this method are the stock price, exercise price, volatility, risk-free rate, and term or maturity. The underlying stock price input is the closing stock price as of each valuation date and the exercise price is the price as stated in the warrant agreement. The volatility input was determined using the historical volatility of comparable publicly traded companies which operate in a similar industry or compete directly against the Company. Volatility for each comparable publicly traded company is calculated as the annualized standard deviation of daily continuously compounded returns. The Black-Scholes analysis is performed in a risk-neutral framework, which requires a risk-free rate assumption based upon constant-maturity treasury yields, which are interpolated based on the remaining term of the Private Placement Warrants as of each valuation date. The term/maturity is the duration between each valuation date and the maturity date, which is five years following the date the Business Combination closed, or June 16, 2026.

The following table provides quantitative information regarding Level 3 fair value measurements inputs at their measurement dates:

	September 30, 2024	December 31, 2023
Exercise price	\$ 11.50	\$ 11.50
Stock price	\$ 0.87	\$ 0.72
Volatility	93.0 %	87.5 %
Term (years)	1.71	2.46
Risk-free interest rate	3.75 %	4.13 %

Significant changes in the volatility would result in a significant lower or higher fair value measurement, respectively.

The fair value of the Private Placement Warrants was \$ 0.1 million and \$ 0.2 million as of September 30, 2024 and December 31, 2023, respectively. There were no transfers in or out of Level 3 from other levels in the fair value hierarchy.

6. Intangible Assets

Intangible assets consisted of the following as of September 30, 2024 and December 31, 2023 (in thousands):

	September 30, 2024			
	Weighted Average Amortization Period (Years)	Gross Intangible Assets	Accumulated Amortization	Net Intangible Assets
Trade and domain names	15.0	\$ 7,256	\$ (5,370)	\$ 1,886
Software technology	5.0	249	(150)	99
Customer relationships	8.0	170	(64)	106
Total intangible assets	14.5	<u>\$ 7,675</u>	<u>\$ (5,584)</u>	<u>\$ 2,091</u>

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	December 31, 2023			
	Weighted Average Amortization Period (Years)	Gross Intangible Assets	Accumulated Amortization	Net Intangible Assets
Trade and domain names	15.0	\$ 7,256	\$ (5,008)	\$ 2,248
Software technology	5.0	249	(112)	137
Customer relationships	8.0	170	(48)	122
Total intangible assets	14.5	\$ 7,675	\$ (5,168)	\$ 2,507

Amortization expense for intangible assets was \$ 0.1 million and \$ 0.5 million during the three months ended September 30, 2024 and 2023, respectively. Amortization expense for intangible assets was \$ 0.4 million and \$ 1.6 million during the nine months ended September 30, 2024 and 2023, respectively.

The Company recorded a non-cash intangible impairment charge of \$ 6.1 million for the three and nine months ended September 30, 2023 related to certain product offerings that were sunset in December, 2023, which is included in asset impairment charges in the condensed consolidated statements of operations.

The estimated future amortization expense of intangible assets as of September 30, 2024 is as follows (in thousands):

Remaining period in 2024 (three months)	\$ 139
Year ended December 31, 2025	555
Year ended December 31, 2026	543
Year ended December 31, 2027	505
Year ended December 31, 2028	222
Thereafter	127
Total	\$ 2,091

7. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets as of September 30, 2024 and December 31, 2023 consisted of the following (in thousands):

	September 30, 2024	December 31, 2023
Prepaid insurance	\$ 1,730	\$ 1,530
Prepaid marketing	292	387
Prepaid software	1,954	2,406
Other prepaid expenses and other current assets	2,433	1,655
Total	\$ 6,409	\$ 5,978

The Company capitalizes implementation costs incurred in cloud computing arrangements that are service contracts if they meet certain requirements. Those requirements are similar to the requirements for capitalizing implementation costs incurred to develop internal-use software. Amortization is computed using the straight-line method over the term of the associated hosting arrangement. These implementation costs are classified on the balance sheet in prepaid and other current assets, and the related cash flows are presented as cash outflows from operations. Impairment is recognized and measured when it is no longer probable that the computer software project will be completed and placed in service.

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8. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses as of September 30, 2024 and December 31, 2023 consisted of the following (in thousands):

	September 30, 2024	December 31, 2023
Accounts payable and other accrued liabilities	\$ 6,932	\$ 7,323
Accrued employee expenses	9,601	13,859
Total	\$ 16,533	\$ 21,182

Accrued employee expenses include accrued bonuses and commission of \$ 4.2 million and \$ 7.4 million as of September 30, 2024 and December 31, 2023, respectively. Accounts payable and other accrued liabilities as of September 30, 2024 include \$ 1.5 million in potential SEC settlement. See Note 4, "Commitments and Contingencies" to these condensed consolidated financial statements for further information.

9. Warrant Liability

At September 30, 2024, there were 12,499,973 Public Warrants outstanding and 7,000,000 Private Placement Warrants outstanding.

The Public Warrants entitle the holder thereof to purchase one share of Class A Common Stock at a price of \$ 11.50 per share, subject to adjustments. The Public Warrants may be exercised only for a whole number of shares of Class A Common Stock. No fractional shares will be issued upon exercise of the warrants. The Public Warrants will expire at 5:00 p.m. New York City time on June 16, 2026, or earlier upon redemption or liquidation. The Public Warrants are listed on the NYSE under the symbol "MAPSW."

The Company may redeem the Public Warrants starting July 16, 2021, in whole and not in part, at a price of \$ 0.01 per Public Warrant, upon not less than 30 days' prior written notice of redemption to each holder of Public Warrants, and if, and only if, the reported last sales price of the Company's Class A Common Stock equals or exceeds \$ 18.00 per share (as adjusted for share splits, share dividends, rights issuances, subdivisions, reorganizations, recapitalization and the like) for any 20 trading days within a 30 -trading day period ending on the third trading day prior to the date the Company sends the notice of redemption to the holders of Public Warrants.

Each Private Placement Warrant is exercisable for one share of Class A Common Stock at a price of \$ 11.50 per share, subject to adjustment. The Private Placement Warrants (including the shares of Class A Common Stock issuable upon exercise of the Private Placement Warrants) are not transferable, assignable or salable until 30 days after the completion of the Business Combination, subject to certain exceptions, and they are nonredeemable as long as they are held by Silver Spike Sponsor or its permitted transferees. Silver Spike Sponsor, as well as its permitted transferees, has the option to exercise the Private Placement Warrants on a cashless basis and will have certain registration rights related to such Private Placement Warrants. Otherwise, the Private Placement Warrants have terms and provisions that are identical to those of the Public Warrants. If the Private Placement Warrants are held by holders other than Silver Spike Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants.

The Company may exercise its redemption right even if it is unable to register or qualify the underlying securities for sale under all applicable state securities laws. If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement. The exercise price and number of Class A Common Stock issuable upon exercise of the Public Warrants may be adjusted in certain circumstances including in the event of a share dividend, extraordinary dividend or recapitalization, reorganization, merger or consolidation. However, the Public Warrants will not be adjusted for issuances of shares of Class A Common Stock at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the Public Warrants.

The Company concluded the Public Warrants and Private Placement Warrants, or the Warrants, meet the definition of a derivative under ASC 815-Derivatives and Hedging and are recorded as liabilities. Upon the Closing, the fair value of the Warrants was recorded on the balance sheet. The fair value of the Warrants are remeasured as of each balance sheet date, which resulted in a non-cash gain of \$ 0.6 million and \$ 0.2 million in the condensed consolidated statements of operations for the three and nine months ended September 30, 2024, respectively, and a non-cash loss of \$ 0.5 million and \$ 0.8 million in the condensed consolidated statements of operations for the three and nine months ended September 30, 2023, respectively. See Note 5, "Fair Value Measurements" to these condensed consolidated financial statements for additional information.

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10. Equity

Class A Common Stock

Voting Rights

Each holder of the shares of Class A Common Stock is entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. The holders of the shares of Class A Common Stock do not have cumulative voting rights in the election of directors. Generally, all matters to be voted on by stockholders must be approved by a majority (or, in the case of election of directors, by a plurality) of the votes entitled to be cast by all stockholders present in person or represented by proxy, voting together as a single class. Notwithstanding the foregoing, the holders of the outstanding shares of Class A Common Stock are entitled to vote separately upon any amendment to the Company's certificate of incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of common stock in a manner that is disproportionately adverse as compared to the Class V Common Stock.

Dividend Rights

Subject to preferences that may be applicable to any outstanding preferred stock, the holders of shares of Class A Common Stock are entitled to receive ratably such dividends, if any, as may be declared from time to time by the Company's board of directors out of funds legally available therefor.

Rights upon Liquidation, Dissolution and Winding-Up

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, the holders of the shares of Class A Common Stock are entitled to share ratably in all assets remaining after payment of the Company's debts and other liabilities, subject to prior distribution rights of preferred stock or any class or series of stock having a preference over the shares of Class A Common Stock, then outstanding, if any.

Preemptive or Other Rights

The holders of shares of Class A Common Stock have no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to the shares of Class A Common Stock. The rights, preferences and privileges of holders of shares of Class A Common Stock will be subject to those of the holders of any shares of the preferred stock that the Company may issue in the future.

Class V Common Stock

Voting Rights

Each holder of the shares of Class V Common Stock is entitled to one vote for each share of Class V Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. The holders of shares of Class V Common Stock do not have cumulative voting rights in the election of directors. Generally, all matters to be voted on by stockholders must be approved by a majority (or, in the case of election of directors, by a plurality) of the votes entitled to be cast by all stockholders present in person or represented by proxy, voting together as a single class. Notwithstanding the foregoing, the holders of the outstanding shares of Class V Common Stock are entitled to vote separately upon any amendment to the Company's certificate of incorporation (including by merger, consolidation, reorganization or similar event) that would

alter or change the powers, preferences or special rights of such class of common stock in a manner that is disproportionately adverse as compared to the Class A Common Stock.

Dividend Rights

The holders of the Class V Common Stock will not participate in any dividends declared by the Company's board of directors.

Rights upon Liquidation, Dissolution and Winding-Up

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, the holders of Class V Common Stock are not entitled to receive any of the Company's assets.

Preemptive or Other Rights

The holders of shares of Class V Common Stock do not have preemptive, subscription, redemption or conversion rights. There will be no redemption or sinking fund provisions applicable to the Class V Common Stock.

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Issuance and Retirement of Class V Common Stock

In the event that any outstanding share of Class V Common Stock ceases to be held directly or indirectly by a holder of Class A Units, such share will automatically be transferred to us for no consideration and thereupon will be retired. The Company will not issue additional shares of Class V Common Stock other than in connection with the valid issuance or transfer of Units in accordance with the governing documents of WMH LLC.

Preferred Stock

Pursuant to the amended and restated certificate of incorporation in effect as of June 15, 2021, the Company was authorized to issue 75,000,000 shares of preferred stock with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of September 30, 2024, there were no shares of preferred stock issued or outstanding.

Noncontrolling Interests

The noncontrolling interest represents the Units held by holders other than the Company. As of September 30, 2024, the noncontrolling interests owned 36.9 % of the Units outstanding. The noncontrolling interests' ownership percentage can fluctuate over time, including as the WMH LLC equity holders elect to exchange Units for Class A Common Stock. The Company has consolidated the financial position and results of operations of WMH LLC and reflected the proportionate interest held by the WMH LLC Unit equity holders as noncontrolling interests.

11. Stock-based Compensation

WM Holding Company, LLC Equity Incentive Plan

The Company has accounted for the issuance of Class A-3 and Class B Units issued under WM Holding Company, LLC's Equity Incentive Plan in accordance with ASC 718 – *Stock Based Compensation*. The Company considers the limitation on the exercisability of the Class A-3 and Class B Units to be a performance condition and records compensation cost when it becomes probable that the performance condition will be met.

In connection with the Business Combination, each of the Class A-3 Units outstanding prior to the Business Combination were cancelled, and the holder thereof received a number of Class A units representing limited liability company interests of WMH LLC (the "Class A Units") and an equivalent number of shares of Class V Common Stock, par value \$ 0.0001 per share (together with the Class A Units, the "Paired Interests"), and each of the Class B Units outstanding prior to the Business Combination were cancelled and holders thereof received a number of Class P units representing limited liability company interests of WMH LLC (the "Class P Units" and together with the Class A Units, the "Units"), each in accordance with the Merger Agreement.

Concurrently with the closing of the Business Combination, the Unit holders entered into an exchange agreement (the "Exchange Agreement"). The terms of the Exchange Agreement, among other things, provide the Unit holders (or certain permitted transferees thereof) with the right from time to time at and after 180 days following the Business Combination to exchange their vested Paired Interests for shares of Class A Common Stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications, or Class P Units for shares of Class A Common Stock with a value equal to the value of such Class P Units less their participation threshold, or in each case, at the Company's election, the cash equivalent of such shares of Class A Common Stock.

A summary of the Class P Unit activity for the nine months ended September 30, 2024 is as follows:

	Number of Units
Outstanding Class P Units, December 31, 2023	14,804,507
Cancellations	(775)
Exchanged for Class A Common Stock	(125,000)
Outstanding, Class P Units, September 30, 2024	14,678,732
Vested, September 30, 2024	<u>14,659,364</u>

As of September 30, 2024, unrecognized stock-based compensation expense for non-vested Class P Units was \$ 0.04 million which is expected to be recognized over a weighted-average period of 0.2 years. For the three months ended September 30, 2024 and 2023, the Company recorded stock-based compensation expense for the Class P Units of \$ 0.1 million and \$ 0.1

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million, respectively. For the nine months ended September 30, 2024 and 2023, the Company recorded stock-based compensation expense for the Class P Units of \$ 0.2 million and \$ 0.5 million, respectively.

WM Technology, Inc. Equity Incentive Plan

In connection with the Business Combination, the Company adopted the WM Technology, Inc. 2021 Equity Incentive Plan (the "2021 Plan"). The 2021 Plan permits the granting of incentive stock options to employees and for the grant of nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance awards and other forms of stock awards to employees, directors and consultants. As of September 30, 2024, 40,639,882 shares of Class A Common Stock were authorized for issuance pursuant to awards under the 2021 Plan. The number of shares of Class A Common stock reserved for issuance under the 2021 Plan will automatically increase on January 1 of each year for a period of ten years commencing on January 1, 2022 and ending on (and including) January 1, 2031, in an amount equal to five percent (5 %) of the total number of shares of the Company's capital stock outstanding on December 31 of the preceding year; provided, however that the Board may act prior to January 1st of a given year to provide that the increase for such year will be a lesser number of shares of Common Stock. As of September 30, 2024, 27,621,566 shares of Class A Common Stock were available for future issuance.

A summary of the restricted stock unit ("RSU") activity for the nine months ended September 30, 2024 is as follows:

	Number of RSUs	Weighted-average Grant Date Fair Value	
Non-vested at December 31, 2023	7,683,598	\$	2.96
Granted	906,232	\$	1.03
Vested	(2,897,408)	\$	2.97
Forfeited	(1,328,501)	\$	2.87
Non-vested at September 30, 2024	<u><u>4,363,921</u></u>	<u><u>\$</u></u>	<u><u>2.57</u></u>

As of September 30, 2024, unrecognized stock-based compensation expense for non-vested RSUs was \$ 10.0 million, which is expected to be recognized over a weighted-average period of 1.2 years. For the three months ended September 30, 2024 and 2023, the Company recorded stock-based compensation expense for the RSUs of \$ 1.5 million and \$ 2.7 million, respectively. For the nine months ended September 30, 2024 and 2023, the Company recorded stock-based compensation expense for the RSUs of \$ 6.9 million and \$ 10.1 million, respectively.

The Company grants performance-based restricted stock units ("PRSUs") with performance and service-based vesting conditions. The level of achievement of such goals may cause the actual number of units that ultimately vest to range from 0 % to 200 % of the original units granted. The Company recognizes expense ratably over the vesting period for the PRSUs when it is probable that the performance criteria specified will be achieved. The fair value is equal to the market price of the Company's common stock on the date of grant.

	Number of PRSUs	Weighted-average Grant Date Fair Value	
Non-vested at December 31, 2023	234,375	\$	6.40
Granted	0	\$	—
Vested	(58,594)	\$	6.40
Forfeited	(175,781)	\$	6.40
Non-vested at September 30, 2024	<u><u>—</u></u>	<u><u>\$</u></u>	<u><u>—</u></u>

As of September 30, 2024, the Company has no outstanding grants for PRSUs. For the three months ended September 30, 2024, the Company recorded no stock-based compensation expense for PRSUs. For the three months ended September 30, 2023, the Company recorded stock-based compensation credit of for PRSUs \$ 0.5 million. For the nine months ended September 30, 2024 and 2023, the Company recorded stock-based compensation expense for PRSUs of \$ 0.1 million and stock-based compensation credit for PRSUs of \$ 0.2 million, respectively.

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(Unaudited)

The Company recorded stock-based compensation cost related to the Class P Units, RSUs and PRSUs in the following expense categories on the accompanying condensed consolidated statements of operations (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Sales and marketing	\$ 351	\$ 587	\$ 1,116	\$ 2,180
Product development	985	944	2,811	3,226
General and administrative	265	766	3,245	4,983
Total stock-based compensation expense	1,601	2,297	7,172	10,389
Amount capitalized to software development	216	365	829	959
Total stock-based compensation cost	\$ 1,817	\$ 2,662	\$ 8,001	\$ 11,348

12. Earnings Per Share

Basic income (loss) per share of Class A Common Stock is computed by dividing net earnings (loss) attributable to WM Technology, Inc. by the weighted-average number of shares of Class A Common Stock outstanding during the period. Diluted income (loss) per share of Class A Common Stock adjusts basic net income (loss) per share of Class A Common Stock for the potentially dilutive impact of securities. For warrants that are liability-classified, during periods when the impact is dilutive, the Company assumes share settlement of the instruments as of the beginning of the reporting period and adjusts the numerator to remove the change in fair value of the warrant liability, net of the portion attributable to non-controlling interests, and adjusts the denominator to include the dilutive shares calculated using the treasury stock method.

The computation of income (loss) per share attributable to WM Technology, Inc. and weighted-average shares of the Company's Class A Common Stock outstanding are as follows for the three and nine months ending September 30, 2024 and 2023 (in thousands, except for share and per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Numerator:				
Net income (loss)	\$ 5,318	\$ (2,512)	\$ 8,471	\$ (4,498)
Less: net income (loss) attributable to noncontrolling interests	1,986	(974)	3,183	(1,711)
Net income (loss) attributable to WM Technology, Inc. Class A Common Stock – basic and diluted	\$ 3,332	\$ (1,538)	\$ 5,288	\$ (2,787)
Denominator:				
Weighted average of shares of Class A Common Stock outstanding – basic	97,166,788	93,651,871	95,743,064	92,947,191
Weighted average effect of dilutive securities:				
Acquisition holdback shares	—	—	—	—
Restricted stock units ¹	644,463	—	1,016,101	—
Performance-based restricted stock units	—	—	2,566	—
Weighted average of shares of Class A Common Stock outstanding – diluted	97,811,251	93,651,871	96,761,731	92,947,191
Net income (loss) per share of Class A Common Stock – basic	\$ 0.03	\$ (0.02)	\$ 0.06	\$ (0.03)
Net income (loss) per share of Class A Common Stock – diluted	\$ 0.03	\$ (0.02)	\$ 0.05	\$ (0.03)

¹ Calculated using the treasury stock method.

WM TECHNOLOGY, INC. AND SUBSIDIARIES
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Shares of the Class V Common Stock do not participate in the earnings or losses of the Company and are therefore not participating securities. As such, separate presentation of basic and diluted earnings per share of Class V Common Stock under the two-class method has not been presented. However, shares of the Class V Common Stock outstanding for the period are considered potentially dilutive shares of Class A common stock under application of the if-converted method and are included in the computation of diluted earnings (loss) per share, except when the effect would be anti-dilutive.

The Company excluded the following securities from its computation of diluted shares outstanding for the periods presented, as their effect would have been anti-dilutive:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Class V Units	55,486,361	55,486,361	55,486,361	55,486,361
Class P Units	14,678,732	14,966,127	14,678,732	14,966,127
RSUs	2,813,084	7,173,708	2,964,600	7,173,708
PRSUs	—	234,375	—	234,375
Public Warrants	12,499,973	12,499,973	12,499,973	12,499,973
Private Placement Warrants	7,000,000	7,000,000	7,000,000	7,000,000

13. Related Party Transactions

During the second quarter of 2022, the Company entered into a sublease agreement with an affiliate of the Chief Executive Officer. The sublease commenced on June 1, 2022, and the term is for the remainder of the amended lease term which expired on October 31, 2024. The monthly base rent, after the rent abatement period for the first four months, is \$ 69,000. As of September 30, 2024 and December 31, 2023, rent receivable was \$ 0.2 million and \$ 0.7 million, respectively, and these amounts are included in prepaid expenses and other current assets on the accompanying condensed balance sheets. The Company expects to collect the remaining rent receivable balance which was \$ 0.2 million as of September 30, 2024 in the fourth quarter of 2024. Rent receivable of \$ 0.7 million from December 31, 2023 was subsequently collected in April 2024. For the three and nine months ended September 30, 2024, income on the sublease with a related party was \$ 0.2 million and \$ 0.5 million, respectively. For the three and nine months ended September 30, 2023, income on the sublease with a related party was \$ 0.2 million and \$ 0.5 million, respectively. The income on sublease is netted with rent expense and included in general and administrative expenses on the condensed consolidated statements of operations.

In connection with the Business Combination, the Company paid \$ 1.1 million in certain transaction costs reimbursable by Silver Spike's sponsor ("Silver Spike Sponsor"), an affiliate to a member of the board of directors. On March 16, 2023, Silver Spike Holdings, an affiliate of Silver Spike Sponsor, entered into a promissory note with the Company and agreed to pay the principal amount of \$ 1.1 million in 12 equal quarterly installments commencing on March 31, 2023. The promissory note bears interest at a rate of 5% per annum commencing on March 31, 2023. In an event of default, the outstanding principal amount shall bear interest for the entire period during which the principal balance is unpaid at a rate which is equal to 10% per annum. As of September 30, 2024, the remaining balance of the promissory note receivable was the \$ 0.4 million of which \$ 0.3 million was included in prepaid expenses and other current assets and \$ 0.1 million was included in other assets on the condensed consolidated balance sheets. As of December 31, 2023, the remaining balance of the promissory note receivable was \$ 0.7 million of which \$ 0.4 million was included in prepaid expenses and other current assets and \$ 0.3 million was included in other assets on the consolidated balance sheets. For the three and nine ended September 30, 2024 and 2023, interest income on the promissory note was less than \$ 0.1 million, which is included in other income (expense), net on the accompanying condensed consolidated statements of operations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read together with our condensed consolidated financial statements and the related notes to those statements included in Item 1 "Financial Statements" in this Quarterly Report on Form 10-Q. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties, and assumptions. Our actual results and timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under "Risk Factors" and included elsewhere herein and in our Annual Report on Form 10-K for the year ended December 31, 2023.

Third Quarter 2024 Financial Highlights

- Net revenues were \$46.6 million as compared to \$46.7 million in the prior year.
- Average monthly paying clients was 5,100, as compared to 5,414 in the prior year.
- Average monthly net revenues per paying client was \$3,043, as compared to \$2,874 in the prior year.
- Net income was \$5.3 million as compared to net loss of \$2.5 million in the prior year.
- Adjusted EBITDA was \$11.3 million as compared to \$10.7 million in the prior year.

For further information about how we calculate EBITDA and Adjusted EBITDA as well as limitations of its use and a reconciliation of EBITDA and Adjusted EBITDA to net income (loss), see "Net Income (Loss) to EBITDA and Adjusted EBITDA" in Non-GAAP Financial Measurements below.

Overview

Founded in 2008, and headquartered in Irvine, California, WM Technology, Inc. operates a leading online cannabis marketplace for consumers together with a comprehensive set of eCommerce and compliance software solutions for cannabis businesses, which are sold to both storefront locations and delivery operators ("retailers") and brands in the legalized cannabis markets in states and territories of the United States. Our comprehensive business-to-consumer and business-to-business suite of products afford cannabis retailers and brands of all sizes integrated tools to compliantly run their businesses and to reach, convert, and retain consumers.

Our business primarily consists of our commerce-driven marketplace ("Weedmaps"), and our fully integrated suite of end-to-end Software-as-a-Service ("SaaS") solutions software offering ("Weedmaps for Business"). The Weedmaps marketplace is a premier destination for cannabis consumers to discover and browse information regarding cannabis and cannabis products with 5,100 average monthly paying clients during the three months ended September 30, 2024 on the supply-side of our marketplace. These paying clients include retailers, brands and other client types (such as doctors). Further, these clients, who can choose to purchase multiple listings solutions for each business, had purchased approximately 8,300 listing pages as of September 30, 2024.

We sell our Weedmaps for Business suite in the United States and have a limited number of non-monetized listings in several other countries including Austria, Canada, Germany, the Netherlands, Spain and Switzerland. We operate in the United States, Canada and other foreign jurisdictions where medical and/or adult cannabis use is legal under state or national law. As of September 30, 2024, we actively operated in over 35 U.S. states and territories that have adult-use and/or medical-use regulations in place. Substantially all of our revenue was generated in the United States during the periods presented. We define actively operated markets as those U.S. states or territories with greater than \$1,000 monthly revenue.

Our mission is to power a transparent and inclusive global cannabis economy. Our technology addresses the challenges facing both consumers seeking to understand cannabis products and businesses who serve cannabis users in a legally compliant fashion. Since our founding in 2008, Weedmaps has become a premier destination for cannabis consumers to discover and browse information regarding cannabis and cannabis products, permitting product discovery and order-ahead for pickup or delivery by participating retailers. Weedmaps for Business is a set of eCommerce-enablement tools designed to help retailers and brands get the best out of the Weedmaps' consumer experience, create labor efficiencies and manage compliance needs.

As we continue to expand the presence and increase the number of consumers on the Weedmaps marketplace and broaden our offerings, we generate more value for our business clients. As we continue to expand the presence and increase the number of cannabis businesses listed on weedmaps.com, we become a more compelling marketplace for consumers. To capitalize on the growth opportunities of our two-sided marketplace and solutions, we plan to continue making investments in raising brand awareness, increasing penetration within existing markets and expanding to new markets, as well as continuing to develop and monetize new solutions to extend the functionality of our platform. These investments serve to deepen the consumer experience with our platform and continue to provide a high level of support to our business clients.

Key Operating and Financial Metrics

We monitor the following key financial and operational metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans, and make strategic decisions. The following table summarize our financial performance for the three and nine ended September 30, 2024 compared with the same period in 2023. For a detailed discussion of our results of operations, see "Results of Operations" below.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
(dollars in thousands, except for net revenues per paying client)				
Net revenues ⁽¹⁾	\$ 46,552	\$ 46,687	\$ 136,844	\$ 141,526
Net income (loss)	\$ 5,318	\$ (2,512)	\$ 8,471	\$ (4,498)
EBITDA ⁽²⁾	\$ 8,576	\$ 872	\$ 17,853	\$ 4,896
Adjusted EBITDA ⁽²⁾	\$ 11,312	\$ 10,671	\$ 31,001	\$ 28,028
Average monthly net revenues per paying client ⁽¹⁾⁽³⁾	\$ 3,043	\$ 2,874	\$ 3,025	\$ 2,831
Average monthly paying clients ⁽⁴⁾	5,100	5,414	5,027	5,555

(1) For the three and nine ended September 30, 2023, net revenues has been retrospectively adjusted to reflect the restatement of previously reported revenue. See Note 2, "Summary of Significant Accounting Policies," for further information.

(2) For further information about how we calculate EBITDA and Adjusted EBITDA as well as limitations of its use and a reconciliation of EBITDA and Adjusted EBITDA to net income (loss), see "Net Income (Loss) to EBITDA and Adjusted EBITDA" below.

(3) Average monthly net revenues per paying client is defined as the average monthly net revenues for any particular period divided by the average monthly paying clients in the same respective period. Average monthly net revenues per paying client is calculated in the same manner as our previously-reported "average monthly revenue per paying client," and the description of the metric is being updated solely to clarify that it is calculated using net revenues.

(4) Average monthly paying clients are defined as the average of the number of paying clients billed in a month across a particular period (and for which services were provided).

Non-GAAP Financial Measures

Net Income (Loss) to EBITDA and Adjusted EBITDA

Our financial statements, including net income (loss), are prepared in accordance with GAAP. For more information regarding the components within our net income (loss), see "Components of Our Results of Operations" below.

Net income for the three months ended September 30, 2024 was \$5.3 million compared with a net loss for the three months ended September 30, 2023 of \$2.5 million. The change in net income was primarily due to a decrease in total costs and expenses of \$10.9 million, change in fair value of warrant liability of \$1.0 million, and change in tax receivable agreement ("TRA") liability of \$0.5 million, partially offset by a decrease in revenue of \$0.1 million and a decrease in other income (expense) of \$3.5 million.

Net income for the nine months ended September 30, 2024 was \$8.5 million compared with a net loss for the nine months ended September 30, 2023 of \$4.5 million. The increase in net income was primarily due to a decrease in total costs and expenses of \$20.8 million, and change in fair value of warrant liability of \$1.0 million, partially offset by a decrease in revenue of \$4.7 million, change in tax receivable agreement ("TRA") liability of \$0.8 million and a decrease in other income (expense) of \$3.2 million.

To provide investors with additional information regarding our financial results, we have disclosed EBITDA and Adjusted EBITDA, both of which are non-GAAP financial measures that we calculate as net income (loss) before interest, taxes and depreciation and amortization expense in the case of EBITDA and further adjusted to exclude stock-based compensation, change in fair value of warrant liability, transaction related bonus, legal settlements and other legal costs, reduction in force, asset impairment charges, change in TRA liability and other non-cash, unusual and/or infrequent costs in the case of Adjusted EBITDA. Below we have provided a reconciliation of net income (loss) (the most directly comparable GAAP financial measure) to EBITDA; and from EBITDA to Adjusted EBITDA.

We present EBITDA and Adjusted EBITDA because these metrics are a key measure used by our management to evaluate our operating performance, generate future operating plans and make strategic decisions regarding the allocation of investment capacity. Accordingly, we believe that EBITDA and Adjusted EBITDA provide useful information to investors and others in understanding and evaluating our operating results in the same manner as our management.

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Each of EBITDA and Adjusted EBITDA has limitations as an analytical tool, and you should not consider any of these non-GAAP financial measures in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are as follows:

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs; and
- EBITDA and Adjusted EBITDA do not reflect tax payments that may represent a reduction in cash available to us.

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

A reconciliation of net income (loss) to non-GAAP EBITDA and Adjusted EBITDA is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024		2023	
	(in thousands)			
Net income (loss)	\$ 5,318	\$ (2,512)	\$ 8,471	\$ (4,498)
Provision for income taxes	21	—	72	—
Depreciation and amortization expenses	3,517	3,395	9,641	9,417
Interest income	(280)	(11)	(331)	(23)
EBITDA	8,576	872	17,853	4,896
Stock-based compensation	1,601	2,297	7,172	10,389
Change in fair value of warrant liability	(585)	460	(195)	780
Transaction related bonus expense	—	833	—	3,400
Legal settlements and other legal costs	1,172	1,470	4,685	3,003
Reduction in force (recovery) expense	—	(7)	—	194
Asset impairment charges	—	8,382	—	8,382
Discharge of a holdback obligation related to a prior acquisition	—	(3,705)	—	(3,705)
Change in tax receivable agreement liability	548	69	1,486	689
Adjusted EBITDA	\$ 11,312	\$ 10,671	\$ 31,001	\$ 28,028

Average Monthly Net Revenues Per Paying Client

Average monthly net revenues per paying client measures how much clients, for the period of measurement, are willing to pay us for our subscription and additional offerings and the efficiency of the bid-auction process for our featured listings placements. We calculate this metric by dividing the average monthly net revenues for any particular period by the average monthly number of paying clients in the same respective period. The increase in our average monthly net revenues per paying client was due to sunset of certain products in December 2023, which had lower average monthly spending clients.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Average monthly net revenues per paying client	\$ 3,043	\$ 2,874	\$ 3,025	\$ 2,831

Average Monthly Paying Clients

We define average monthly paying clients as the monthly average of clients billed each month over a particular period (and for which services were provided). Our paying clients include both individual cannabis businesses as well as retail websites or businesses within a larger organization that have independent relationships with us, many of whom are owned by holding companies where decision-making is decentralized such that purchasing decisions are made, and relationships with us are located, at a lower organizational level. In addition, any client may choose to purchase multiple listing solutions for each of their retail websites or businesses.

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Average monthly paying clients for the three months ended September 30, 2024 decreased 6% to 5,100 average monthly paying clients from 5,414 average monthly paying clients in the same period in 2023. Average monthly paying clients for the nine months ended September 30, 2024 decreased 10% to 5,027 average monthly paying clients from 5,555 average monthly paying clients in the same period in 2023. The decrease in average monthly paying clients compared to the same periods in 2023 was primarily due to the removal of paying clients from our platform who have become delinquent, the impact on client count related to the sunset of certain products in December 2023, as well as expected client churn due to continued industry challenges, such as price deflation and ongoing consolidation.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Average monthly paying clients	5,100	5,414	5,027	5,555

Factors Affecting Our Performance

Growth of Our Two-Sided Weedmaps Marketplace

We have historically grown through and intend to focus on continuing to grow through the expansion of our two-sided marketplace, which occurs through growth of the number and type of businesses and consumers that we attract to our platform. We believe that expansion of the number and types of cannabis businesses that choose to list on our platform will continue to make our platform more compelling for consumers and drive traffic and consumer engagement, which in turn will make our platform more valuable to cannabis businesses.

Growth and Retention of Our Paying Clients

Our revenue grows primarily through acquiring and retaining paying clients and increasing the revenue per paying client over time. We have a history of attracting new paying clients and increasing their annual spend with us over time, primarily due to the value they receive once they are onboarded and able to take advantage of the benefits of participating in our two-sided marketplace and leveraging our software solutions.

Prices of certain commodity products, including gas prices, are historically volatile and subject to fluctuations arising from changes in domestic and international supply and demand, labor costs, competition, market speculation, government regulations, trade restrictions and tariffs, inflation, the military conflict between Russia and Ukraine and the recent state of war between Israel and Hamas and the related risk of a larger regional conflict. Increasing prices in the component materials for the goods or services of our clients may impact their ability to maintain or increase their spend with us and their ability to pay their invoices on time. Rapid and significant changes in commodity prices may negatively affect our revenue if our clients are unable to mitigate inflationary increases through various customer pricing actions and cost reduction initiatives. This could also negatively impact our net dollar retention and our collections on accounts receivable.

Regulation and Maturation of Cannabis Markets

We believe that we will have significant opportunities for greater growth as more jurisdictions legalize cannabis for medical and/or adult-use and the regulatory environment continues to develop. Currently, thirty-nine states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam and the Northern Mariana have legalized some form of cannabis use for certain medical purposes. Twenty-four of those states, the District of Columbia, Guam and Northern Mariana have legalized cannabis for adults for non-medical purposes as well (sometimes referred to as adult or recreational use). Eight additional states have legalized forms of low-potency cannabis, for select medical conditions. Only three states continue to prohibit cannabis entirely. We intend to explore new expansion opportunities as additional jurisdictions legalize cannabis for medical or adult use and leverage our business model informed by our 15-year operating history to enter new markets.

We also have a significant opportunity to monetize transactions originating from users engaging with a retailer on the Weedmaps marketplace or tracked via one of our Weedmaps for Business solutions. Given U.S. federal prohibitions on plant-touching businesses and our current policy not to participate in the chain of commerce associated with the sale of cannabis products, we do not charge take-rates or payment fees for transactions originating from users who engage with a retailer on the Weedmaps platform or tracked via one of our Weedmaps for Business solutions. A change in U.S. federal regulations could result in our ability to engage in such monetization efforts without adverse consequences to our business. A change in U.S. federal regulations could also increase access to capital and remove limitations of Section 280E of the Internal Revenue Code of 1986, as amended, thus allowing deduction or credit for certain expenses of cannabis business to increase our cash flow and liquidity, as well as those of many industry participants.

Our long-term growth depends on our ability to successfully capitalize on new and existing cannabis markets. Each market must reach a critical mass of both cannabis businesses and consumers for listing subscriptions, advertising placements and other

solutions to have meaningful appeal to potential clients. As regulated markets mature and as we incur expenses to attract paying clients and convert non-paying clients to paying clients, we may generate losses in new markets for an extended period.

Furthermore, we compete with cannabis-focused and general two-sided marketplaces, internet search engines and various other newspaper, television and media companies and other software providers. We expect competition to intensify in the future as the regulatory regime for cannabis becomes more settled and the legal market for cannabis becomes more accepted, which may encourage new participants to enter the market, including established companies with substantially greater financial, technical and other resources than existing market participants. Our current and future competitors may also enjoy other competitive advantages, such as greater name recognition, more offerings and larger marketing budgets.

Brand Recognition and Reputation

We believe that maintaining and enhancing our brand identity and our reputation is critical to maintaining and growing our relationships with clients and consumers and to our ability to attract new clients and consumers. Historically, a substantial majority of our marketing spending was on out-of-home advertising on billboards, buses and other non-digital outlets. Starting in 2019, consistent with the overall shift in perceptions regarding cannabis, a number of demand-side digital advertising platforms allowed us to advertise online. We also invested in growing our internal digital performance advertising team. We believe there is an opportunity to improve market efficiency through digital channels and expect to shift our marketing spending accordingly. Over the longer term, we expect to shift and accelerate our marketing spend to additional online and traditional channels, such as broadcast television or radio, as they become available to us. Further, we have begun reinvesting in our own on-the-ground and field marketing presence and are increasing the types and cadence of client events. These events and in-store activations allow Weedmaps to engage with consumers at the point of purchase and also afford Weedmaps with the opportunity to engage directly with our clients, understand their needs and challenges and foster goodwill.

Negative publicity, whether or not justified, relating to events or activities attributed to us, our employees, clients or others associated with any of these parties, may tarnish our reputation and reduce the value of our brand. Given our high visibility and relatively long operating history compared to many of our competitors, we may be more susceptible to the risk of negative publicity. Damage to our reputation and loss of brand equity may reduce demand for our platform and have an adverse effect on our business, operating results and financial condition. Moreover, any attempts to rebuild our reputation and restore the value of our brand may be costly and time consuming, and such efforts may not ultimately be successful.

We also believe that the importance of our brand recognition and reputation will continue to increase as competition in our market continues to develop. If our brand promotion activities are not successful, our operating results and growth may be adversely impacted.

Investments in Growth

We intend to continue to make focused organic and inorganic investments to grow our revenue and scale operations to support that growth.

Given our long operating history in the United States and the strength of our network, often businesses will initially list on our platform without targeted sales or marketing efforts by us. However, we plan to accelerate our investments in marketing to maintain and increase our brand awareness through both online and offline channels. We also plan to invest in expanding our business listings thereby enhancing our client and consumer experience and improving the depth and quality of information provided on our platform. We also intend to continue to invest in several areas to continue enhancing the functionality of our Weedmaps for Business offering. We expect significant near-term investments to enhance our data assets and evolve our current listings and software offerings to our brand clients, among other areas. We anticipate undertaking such investments in order to be positioned to capitalize on the rapidly expanding cannabis market.

As operating expenses and capital expenditures fluctuate over time, we may accordingly experience short-term, negative impacts to our operating results and cash flows.

Components of Our Results of Operations

Net revenues

Our revenues are derived primarily from monthly subscriptions to Weedmaps for Business, featured and deal listings, other ad solutions and WM Dispatch. Our Weedmaps for Business subscriptions generally have one-month terms that automatically renew unless notice of cancellation is provided in advance. Featured and deal listings and other ad solutions are offered as add-on products to the Weedmaps for Business subscriptions. Featured and deal listings provide customers with premium placement ad solutions and discount and promotion pricing tools. Other ad solutions include banner ads and promotion tiles on the Company's marketplace ad as well as other advertising products on and off the Weedmaps marketplace. We have a fixed inventory of featured listing and display advertising in each market, and price is generally determined through a competitive auction process that reflects local market demand. Revenues for these arrangements are recognized over-time, generally during

a month-to-month subscription period as the products are provided. We rarely need to allocate the transaction price to separate performance obligations. In the rare case that allocation of the transaction price is needed, we recognize revenue in proportion to the standalone selling prices of the underlying services at contract inception.

Costs and Expenses

Our cost structure has two components: cost of revenues and operating expenses. Our operating expenses include costs related to selling and marketing, product development, general and administrative functions and depreciation and amortization. Certain of our costs and expenses, including those associated with the operation of our technical infrastructure as well as components of our operating expenses, are generally less variable in nature and may not correlate to changes in revenue.

Cost of Revenues (Exclusive of Depreciation and Amortization)

Cost of revenues excludes depreciation and amortization expense and primarily consists of web hosting, internet service and credit card processing costs. Cost of revenues is primarily driven by fluctuations in revenue leading to increases or decreases in credit card processing and web hosting cost. We expect our cost of revenue to continue to increase on an absolute basis and remain relatively flat as a percentage of revenue as we scale our business and inventory costs related to multi-media offerings.

Selling and Marketing Expenses

Selling and marketing expenses consist of salaries and benefits, stock-based compensation expense, travel expense and incentive compensation for our sales and marketing employees. In addition, sales and marketing expenses include customer acquisition marketing, events cost and branding and advertising costs. Over the longer term, we expect sales and marketing expense to increase in a manner consistent with revenue growth, however, we may experience fluctuations in some periods as we enter and develop new markets or have large one-time marketing projects.

Product Development Expenses

Product development costs consist of salaries and benefits and stock-based compensation expense for employees, including engineering and technical teams who are responsible for building new products, as well as maintaining and improving existing products. Product development costs that do not meet the criteria for capitalization are expensed as incurred. Amortization expense related to capitalized software development cost is included in depreciation, amortization and asset impairment expense in the consolidated statements of operations. We believe that continued investment in our platform is important for our growth and expect our product development expenses will increase in a manner consistent with revenue growth as our operations grow.

General and Administrative Expenses

General and administrative expenses consist primarily of payroll, benefit costs and stock-based compensation expense for our employees involved in general corporate functions including our senior leadership team as well as costs associated with the use by these functions of software and facilities and equipment, such as rent, insurance and other occupancy expenses. General and administrative expenses also include provision (recovery) for credit losses and professional and outside services related to legal and other consulting services. General and administrative expenses are primarily driven by headcount required to support our business and meet our obligations as a public company. We expect general and administrative expenses to decline as percentage of revenue as we scale our business and leverage investments in these areas.

Depreciation and Amortization Expenses

Depreciation and amortization expenses primarily consist of depreciation on computer equipment, furniture and fixtures, leasehold improvements, capitalized software development costs and amortization of intangibles. We expect depreciation and amortization expenses to increase on an absolute basis for the foreseeable future as we scale our business.

Asset Impairment Charges

Asset impairment charges primarily consist of impairment of ROU assets related to our operating leases, impairment of intangible assets, impairment of equity securities and impairment of property and equipment.

Other Income (Expense), Net

Other income (expense), net consists primarily of change in fair value of warrant liability, TRA liability remeasurement, discharge of a holdback obligation related to a prior acquisition, interest income and other tax related expenses.

Provision for Income Taxes

We account for income taxes pursuant to the asset and liability method which requires the recognition of deferred income tax assets and liabilities related to the expected future tax consequences arising from temporary differences between the carrying amounts and tax bases of assets and liabilities based on enacted statutory tax rates applicable to the periods in which the

temporary differences are expected to reverse. Any effects of changes in income tax rates or laws are included in income tax expense in the period of enactment. A valuation allowance is recognized if we determine it is more-likely-than-not that all or a portion of a deferred tax asset will not be recognized. In making such determination, we consider all available evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent and expected future results of operation. See Note 2, "Summary of Significant Accounting Policies" to our condensed consolidated financial statements for further information.

Results of Operations

The following tables set forth our results of operations for the periods presented and express the relationship of certain line items as a percentage of net sales for those periods. The period-to-period comparison of financial results is not necessarily indicative of future results.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
		As Restated ¹		As Restated ¹
		(in thousands)		
Net revenues	\$ 46,552	\$ 46,687	\$ 136,844	\$ 141,526
Costs and expenses				
Cost of revenues (exclusive of depreciation and amortization)	2,182	3,015	6,729	9,748
Sales and marketing	9,671	11,544	30,374	36,171
Product development	9,484	7,748	28,355	27,882
General and administrative	16,494	18,151	51,549	55,839
Depreciation and amortization	3,517	3,395	9,641	9,417
Asset impairment charges	—	8,382	—	8,382
Total costs and expenses	41,348	52,235	126,648	147,439
Operating income (loss)	5,204	(5,548)	10,196	(5,913)
Other income (expense), net:				
Change in fair value of warrant liability	585	(460)	195	(780)
Change in tax receivable agreement liability	(548)	(69)	(1,486)	(689)
Other income (expense)	98	3,565	(362)	2,884
Income (loss) before income taxes	5,339	(2,512)	8,543	(4,498)
Provision for income taxes	21	—	72	—
Net income (loss)	5,318	(2,512)	8,471	(4,498)
Net income (loss) attributable to noncontrolling interests	1,986	(974)	3,183	(1,711)
Net income (loss) attributable to WM Technology, Inc.	\$ 3,332	\$ (1,538)	\$ 5,288	\$ (2,787)

¹. For the three and nine months ended September 30, 2023, net revenues and general and administrative expenses have been retrospectively adjusted to reflect the restatement of previously reported revenue and credit losses. See Note 2, "Summary of Significant Accounting Policies," for further information.

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	Three Months Ended September 30,		Nine Months Ended September 30,			
	2024	2023		2024	2023	
		As Restated ¹	100 %		As Restated ¹	100 %
Net revenues	100 %		100 %	100 %		100 %
Costs and expenses						
Cost of revenues (exclusive of depreciation and amortization)	5 %	6 %	5 %	7 %	6 %	7 %
Sales and marketing	21 %	25 %	22 %	26 %	25 %	26 %
Product development	20 %	17 %	21 %	20 %	19 %	20 %
General and administrative	35 %	39 %	38 %	39 %	38 %	39 %
Depreciation and amortization	8 %	7 %	7 %	7 %	7 %	7 %
Asset impairment charges	0 %	18 %	0 %	6 %	0 %	6 %
Total costs and expenses	89 %	112 %	93 %	104 %	93 %	104 %
Operating income (loss)	11 %	(12) %	7 %	(4) %	7 %	(4) %
Other income (expense), net:						
Change in fair value of warrant liability	1 %	(1) %	0 %	(1) %	0 %	(1) %
Change in tax receivable agreement liability	(1) %	— %	(1) %	0 %	(1) %	0 %
Other income (expense)	0 %	8 %	0 %	2 %	0 %	2 %
Income (loss) before income taxes	11 %	(5) %	6 %	(3) %	6 %	(3) %
Provision for income taxes	0 %	0 %	0 %	0 %	0 %	0 %
Net income (loss)	11 %	(5) %	6 %	(3) %	6 %	(3) %
Net income (loss) attributable to noncontrolling interests	4 %	(2) %	2 %	(1) %	2 %	(1) %
Net income (loss) attributable to WM Technology, Inc.	7 %	(3) %	4 %	(2) %	4 %	(2) %

¹. For the three and nine months ended September 30, 2023, net revenues and general and administrative expenses have been retrospectively adjusted to reflect the restatement of previously reported revenue and credit losses. See Note 2, "Summary of Significant Accounting Policies," for further information.

Comparison of Three Months Ended September 30, 2024 and 2023

Net Revenues

	Three Months Ended September 30,		Change	
	2024	2023		(\$)
		As Restated ¹	(%)	
		(dollars in thousands)		
Net revenues	\$ 46,552	\$ 46,687	\$ (135)	— %

¹. For the three months ended September 30, 2023, net revenues has been retrospectively adjusted to reflect the restatement of previously reported revenue. See Note 2, "Summary of Significant Accounting Policies," for further information.

Net revenues decreased by \$0.1 million or less than 0.1% for the three months ended September 30, 2024 compared to the same period in 2023. The decrease was primarily due to a decrease in net revenues from our Featured Listing and WM Deal products of \$2.7 million driven by our clients continuing to face constrained marketing budgets, the ongoing consolidation of our industry, partially offset by an increase in net revenues from our Weedmaps for Business and other SaaS solutions of \$2.7 million driven by favorable pricing changes partially offset by a loss in revenue from products that were sunset in December 2023.

For the three months ended September 30, 2024, Featured Listing and WM Deal products, Weedmaps for Business and other ad solutions represented approximately 63%, 29% and 8% of our total net revenues, respectively.

Costs and Expenses

The following table shows our total costs and expenses:

	Three Months Ended September 30,			Change	
	2024		As Restated ¹	(\$)	(%)
	(dollars in thousands)				
Cost of revenues	\$ 2,182	\$ 3,015	\$ (833)	(28)%	
Sales and marketing	9,671	11,544	(1,873)	(16)%	
Product development	9,484	7,748	1,736	22 %	
General and administrative	16,494	18,151	(1,657)	(9)%	
Depreciation and amortization	3,517	3,395	122	4 %	
Asset impairment charges	—	8,382	(8,382)	(100)%	
Total costs and expenses	\$ 41,348	\$ 52,235	\$ (10,887)	(127)%	

¹. For the three months ended September 30, 2023, general and administrative expenses have been retrospectively adjusted to reflect the restatement of previously reported credit losses. See Note 2, "Summary of Significant Accounting Policies," for further information.

Cost of Revenues

The decrease in cost of revenues was primarily related to a decrease of \$0.6 million for cost of revenues associated with multi-channel marketing and cloud communication platforms, primarily due to the sunset in December 2023 of WM CRM, WM Screens and WM AdSuite and a decrease of \$0.2 million in server costs.

Sales and Marketing Expenses

The decrease in sales and marketing expenses was primarily related to decreases in personnel-related costs of \$0.4 million, decrease in advertising expense of \$1.2 million and a decrease in event expense of \$0.3 million. The decrease in personnel-related costs was primarily driven by lower headcount resulting in decreases in salaries and wages of \$0.4 million, stock-based compensation expense of \$0.2 million and payroll tax expense of \$0.1 million, partially offset by increases in bonus and commission expense of \$0.3 million.

Product Development Expenses

The increase in product development expenses was primarily due to an increase in contracted outside services expense of \$0.6 million and an increase in personnel-related costs of \$1.1 million. The increase in personnel-related costs was primarily due to increases in salaries and bonus expense of \$1.1 million driven by lower capitalized software development costs compared to the same period in 2023, resulting in an increase in net salaries and wages expense.

General and Administrative Expenses

The decrease in general and administrative expenses was primarily due to decreases in salaries and wages of \$0.2 million, stock-based compensation expense of \$0.5 million, employee benefits of \$0.2 million, rent expense of \$0.5 million due to lease modification and termination, professional legal and audit services of \$0.4 million, facilities expense of \$0.8 million, software expense of \$0.3 million, and insurance expense of \$0.3 million, partially offset by increases in bonus expense of \$0.5 million, outside service expense of \$0.2 million, office expense of \$0.5 million and provision for credit losses of \$0.1 million, payroll tax of \$0.1 million and severance of \$0.1 million.

Depreciation and Amortization Expenses

The increase in depreciation and amortization expense was primarily due to an increase in capitalized software amortization, partially offset by a decrease in amortization of intangible assets.

Asset Impairment Charges

The decrease in asset impairment charges was primarily due to \$8.3 million in impairment of intangible assets and property and equipment associated with the sunset of certain product offerings in December 2023.

Other Income (Expense), net

	Three Months Ended September 30,		Change	
	2024	2023	(\$)	(%)
	(dollars in thousands)			
Change in fair value of warrant liability	\$ 585	\$ (460)	\$ 1,045	(227)%
Change in tax receivable agreement liability	(548)	(69)	(479)	694 %
Other income (expense)	98	3,565	(3,467)	97 %
Other income (expense), net	\$ 135	\$ 3,036	\$ (2,901)	(96)%

The decrease in other income (expense), net was primarily due to favorable changes in fair value of warrant liability of \$1.0 million, a decrease in TRA liability of \$0.5 million and a decrease in other income of \$3.5 million, primarily due to a non-cash gain recorded in September 2023 of \$3.7 million associated with the discharge of a holdback obligation related to a prior acquisition.

Provision for Income Taxes

	Three Months Ended September 30,		Change	
	2024	2023	(\$)	(%)
	(dollars in thousands)			
Provision for income taxes	\$ 21	\$ —	\$ 21	N/M

N/M – Not meaningful

For the three months ended September 30, 2024, we recorded \$21 thousand in income tax provisions due to the impact of the full valuation allowance on its net deferred assets. See Note 2, "Summary of Significant Accounting Policies," for further information.

Comparison of Nine Months Ended September 30, 2024 and 2023

Net Revenues

	Nine Months Ended September 30,		Change	
	2024	2023	(\$)	(%)
	(dollars in thousands)			
Net revenues	\$ 136,844	\$ 141,526	\$ (4,682)	(3)%

¹ For the nine months ended September 30, 2023, net revenues has been retrospectively adjusted to reflect the restatement of previously reported revenue. See Note 2, "Summary of Significant Accounting Policies," for further information.

Net revenues decreased by \$4.7 million, or 3%, for the nine months ended September 30, 2024 compared to the same period in 2023. The decrease was primarily due to a decrease in net revenues from our Featured Listing and WM Deal products of \$11.0 million driven by our clients continuing to face constrained marketing budgets, the ongoing consolidation of our industry, partially offset by an increase in net revenues from our Weedmaps for Business and other SaaS solutions of \$6.4 million driven by favorable pricing changes partially offset by a loss in revenue from products that were sunset in December 2023.

For nine months ended September 30, 2024, Featured Listing and WM Deal products, Weedmaps for Business and other ad solutions represented approximately 63%, 29% and 8% of our total net revenues, respectively.

Costs and Expenses

The following table shows our total costs and expenses:

	Nine Months Ended September 30,		Change	
	2024	2023	(\$)	(%)
		As Restated ¹		
(dollars in thousands)				
Cost of revenues	\$ 6,729	\$ 9,748	\$ (3,019)	(31)%
Sales and marketing	30,374	36,171	(5,797)	(16)%
Product development	28,355	27,882	473	2 %
General and administrative	51,549	55,839	(4,290)	(8)%
Depreciation and amortization	9,641	9,417	224	2 %
Asset impairment charges	—	8,382	(8,382)	(100)%
Total costs and expenses	\$ 126,648	\$ 147,439	\$ (20,791)	(151)%

¹ For the nine months ended September 30, 2023, general and administrative expenses have been retrospectively adjusted to reflect the restatement of previously reported credit losses. See Note 2, "Summary of Significant Accounting Policies," for further information.

Cost of Revenues

The decrease in cost of revenue was primarily related to a decrease of \$2.3 million for cost of revenues associated with multi-channel marketing and cloud communication platforms primarily due to the sunset in December 2023 of WM CRM, WM Screens and WM AdSuite and a decrease of \$0.7 million in server costs.

Sales and Marketing Expenses

The decrease in sales and marketing expenses was primarily due to a decrease in personnel-related costs of \$5.6 million, a decrease in outside services of \$0.4 million and a decrease in advertising expense of \$0.7 million, partially offset by an increase in event expense of \$0.2 million and an increase in print and products expense of \$0.7 million. The decrease in personnel-related costs was primarily driven by lower headcount resulting in decreases in salaries and wages of \$2.5 million, bonus expense of \$1.8 million, payroll taxes of \$0.3 million and \$1.0 million in stock-based compensation expense.

Product Development Expenses

The increase in product development expenses was due to an increase in outside service expense of \$1.8 million and an increase in travel and entertainment expense of \$0.1 million partially offset by a decrease in personnel-related costs of \$1.4 million. The decrease in personnel-related costs was primarily due to decreases in salaries and wages of \$1.0 million, driven by a decline in headcount, partially offset by lower capitalized software development costs compared to the same period in 2023 and stock-based compensation expense of \$0.4 million.

General and Administrative Expenses

The decrease in general and administrative expenses was primarily due to a decrease in personnel-related costs of \$3.0 million, a decrease in facilities expense of \$1.7 million, a decrease in insurance expense of \$1.4 million, a decrease in rent expense of \$0.8 million, a decrease in software expense of \$0.9 million and a decrease in provision for credit losses of \$0.1 million, partially offset by \$1.5 million charge recorded in the second quarter of 2024 related to potential settlement of an SEC matter, increases in professional legal and audit services of \$0.5 million, an increase in office expense of \$0.5 million, an increase in promotional expense of \$0.2 million and an increase in outside service expense of \$0.9 million.

The decrease in personnel-related costs was primarily driven by lower headcount resulting into a decrease in salaries and wages of \$1.2 million, a decrease in severance costs of \$0.5 million, a decrease in stock-based compensation expense of \$1.8 million, a decrease in employee benefit expense of \$0.4 million, partially offset by an increase in bonus expense of \$0.8 million and an increase in payroll tax expense of \$0.1 million. See Note 4, "Commitments and Contingencies" to these condensed consolidated financial statements for additional information related to the potential settlement of an SEC matter.

Depreciation and Amortization Expenses

The decrease in depreciation and amortization expense was primarily due to an increase in capitalized software amortization, partially offset by a decrease in amortization of intangible assets.

Asset Impairment Charges

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The decrease in asset impairment charges was primarily due to \$8.3 million in impairment of intangible assets and property and equipment associated with the sunset of certain product offerings in December 2023.

Other Income (Expense), net

	Nine Months Ended September 30,		Change	
	2024	2023	(\$)	(%)
	(dollars in thousands)			
Change in fair value of warrant liability	\$ 195	\$ (780)	975	(125)%
Change in tax receivable agreement liability	(1,486)	(689)	(797)	116 %
Other income (expense)	(362)	2,884	(3,246)	(113)%
Other (expense) income, net	\$ (1,653)	\$ 1,415	\$ (3,068)	(217)%

The decrease in other income (expense) net was primarily due to favorable changes in fair value of warrant liability of \$1.0 million, partially offset by an increase in TRA liability of \$0.8 million and a decrease in other expense of \$3.2 million, primarily due to a non-cash gain recorded in September 2023 of \$3.7 million associated with the discharge of a holdback obligation related to a prior acquisition.

Provision for Income Taxes

	Nine Months Ended September 30,		Change	
	2024	2023	(\$)	(%)
	(dollars in thousands)			
Provision for income taxes	\$ 72	\$ —	\$ 72	N/M

N/M – Not meaningful

For the nine months ended September 30, 2024, we recorded \$72 thousand in income tax provisions due to the impact of the full valuation allowance on our net deferred assets. See Note 2, "Summary of Significant Accounting Policies," for further information.

Seasonality

The cannabis industry has certain industry holidays that in recent years have resulted in increased purchases by cannabis consumers. Such "holidays" include, but are not limited to 420, July 10th and the Wednesday before Thanksgiving ("Green Wednesday"). Likewise, our clients will typically increase their spend heading into these events. We also typically invest in marketing spend around these holidays which can create some seasonality in our sales and market expenses from quarter to quarter. While seasonality has not had a significant impact on our results in the past, our clients may experience seasonality in their businesses which in turn can impact the revenue generated from them. Our business may become more seasonal in the future and historical patterns in our business may not be a reliable indicator of future performance.

Liquidity and Capital Resources

The following tables show our cash, accounts receivable and working capital as of the dates indicated:

	September 30, 2024		December 31, 2023	
	(dollars in thousands)			
Cash	\$	45,043	\$	34,350
Accounts receivable, net	\$	7,907	\$	11,158
Working capital	\$	31,577	\$	17,771

As of September 30, 2024 and December 31, 2023, we had cash of \$45.0 million and \$34.4 million, respectively. Our funds are being used for funding our current operations and potential strategic acquisitions in the future. We also intend to increase our capital expenditures to support the organic growth in our business and operations. We expect to fund our liquidity requirements from cash and working capital on hand at September 30, 2024, as well as from cash provided by operating activities. We believe that our existing cash and cash generated from operations will be sufficient to meet our anticipated cash needs for at least the next 12 months. However, our liquidity assumptions may prove to be incorrect, and we could exhaust our available financial resources sooner than we currently expect. We may seek to raise additional funds at any time through equity, equity-linked or debt financing arrangements. Our future capital requirements and the adequacy of available funds will depend on

many factors. We may not be able to secure additional financing to meet our operating requirements on acceptable terms, or at all.

Sources of Liquidity

We primarily finance our operations and capital expenditures through cash flows generated by operations. To the extent existing cash and investments and cash from operations are not sufficient to fund future activities, we may need to raise additional funds. We may seek to raise additional funds through equity, equity-linked or debt financings. If we raise additional funds through the incurrence of indebtedness, such indebtedness may have rights that are senior to holders of our equity securities and could contain covenants that restrict operations. Any additional equity financing may be dilutive to stockholders. We may enter into investment or acquisition transactions in the future, which could require us to seek additional equity financing, incur indebtedness, or use cash resources.

Cash Flows

	Nine Months Ended September 30,	
	2024	2023
	(dollars in thousands)	
Net cash provided by operating activities	\$ 27,275	\$ 12,410
Net cash used in investing activities	\$ (9,499)	\$ (8,870)
Net cash used in financing activities	\$ (7,083)	\$ (4,402)

Net Cash Provided by Operating Activities

Cash from operating activities consists primarily of net income (loss) adjusted for certain non-cash items, including depreciation and amortization, change in fair value of warrant liability, change in TRA liability, amortization of right-of-use lease assets, stock-based compensation, asset impairment charges, gain on lease termination, provision (recovery) for credit losses and the effect of changes in working capital.

Net cash provided by operating activities for the nine months ended September 30, 2024 was \$27.3 million, which resulted from a net income of \$8.5 million, together with net cash outflows of \$2.2 million from changes in operating assets and liabilities, and non-cash items of \$21.0 million, consisting of depreciation and amortization of \$9.6 million, change in TRA liability of \$1.5 million, amortization of right-of-use lease assets of \$3.3 million, stock-based compensation of \$7.2 million, partially offset by change in fair value of warrant liability of \$0.2 million, gain on lease termination of \$0.1 million and provision (recovery) for credit losses of \$0.3 million. Net cash outflows from changes in operating assets and liabilities was primarily due to an increase in prepaid expenses and other current assets of \$0.4 million, a decrease in accounts payable and accrued expenses of \$1.2 million, a decrease in deferred revenue of \$0.2 million and a decrease in operating lease liabilities of \$5.0 million, partially offset by a decrease in accounts receivable of \$3.5 million and a decrease in other assets of \$1.0 million. The changes in operating assets and liabilities are mostly due to fluctuations in timing of cash receipts and payments.

Net cash provided by operating activities for the nine months ended September 30, 2023 was \$12.4 million, which resulted from net loss of \$4.5 million, together with net cash outflows of \$12.5 million from changes in operating assets and liabilities, and non-cash items of \$29.4 million, consisting of depreciation and amortization of \$9.4 million, fair value of warrant liability of \$0.8 million, change in TRA liability of \$0.7 million, amortization of right-of-use lease assets of \$3.7 million, asset impairment charges of \$8.4 million and stock-based compensation of \$10.4 million, partially offset by gain from the discharge of a holdback obligation related to a prior acquisition of \$3.7 million and provision (recovery) for credit losses of \$0.2 million. Net cash outflows from changes in operating assets and liabilities were primarily due to a decrease in accounts payables and accrued expenses of \$15.4 million, a decrease in operating lease liabilities of \$4.7 million and a decrease in deferred revenue of \$0.2 million, partially offset by a decrease in accounts receivables of \$5.3 million and a decrease in prepaid expenses and other current assets of \$2.4 million. The changes in operating assets and liabilities are mostly due to fluctuations in timing of cash receipts and payments.

Net Cash Used in Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2024 was \$9.5 million, which resulted from \$9.5 million cash paid for capital expenditures which includes purchases of property and equipment, including certain capitalized software development cost.

Net cash used in investing activities for the nine months ended September 30, 2023 was \$8.9 million, which resulted from \$8.9 million cash paid for capital expenditures which includes purchases of property and equipment, including certain capitalized software development cost.

Net Cash Used in Financing Activities

Net cash outflows from financing activities for the nine months ended September 30, 2024 was \$7.1 million, which primarily consists of \$7.3 million in distributions payments to members of WMH LLC, \$0.1 million in TRA payments and \$0.3 million in proceeds from collection of related party note receivable.

Net cash outflows from financing activities for nine months ended September 30, 2023 was \$4.4 million, which primarily consists of \$1.5 million in repayments of insurance premium financing and \$3.2 million in distributions payments to members of WMH LLC and \$0.3 million in proceeds from collection of related party note receivable.

Critical Accounting Policies and Estimates

The Company had no significant changes to our critical accounting policies and estimates from those disclosed in "Part I. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2023 that was filed with the SEC on May 24, 2024.

Critical Accounting Estimates

Goodwill and Intangible Assets

Assets and liabilities acquired from acquisitions are recorded at their estimated fair values. The excess of the purchase price over the estimated fair values of the net assets acquired, including identifiable intangible assets, is recorded as goodwill. The accounting for goodwill and intangible assets requires us to make significant judgement, estimates and assumptions. Significant estimates and assumptions in valuing acquired intangible assets and liabilities include projected cash flows attributable to the assets or liabilities, asset useful lives and discount rates.

Goodwill is not amortized and is subject to annual impairment testing, or between annual tests if an event or change in circumstance occurs that would more likely than not reduce the fair value of a reporting unit below its carrying value. Goodwill is assessed for impairment annually on December 31. For the year ended December 31, 2023, in accordance with our annual assessment policy, we opted to bypass the qualitative assessment and performed a quantitative assessment to test goodwill for impairment. As part of our impairment assessment, the fair value of the reporting unit is estimated using a discounted cash flow valuation which incorporates assumptions regarding long-term growth rates, revenue and earnings projections, estimation of cash flows, discount rates and other factors. Changes in these inputs could materially affect the results of our impairment review. In conducting our quantitative assessment, we determined that the fair value of our goodwill substantially exceeded its carrying amount by approximately 18%, and as a result, no impairment existed as of the annual assessment date of December 31, 2023. If our forecasts of cash flows or other key inputs are negatively revised in the future, the estimated fair value of the reporting unit would be adversely impacted, potentially leading to an impairment in the future that could materially affect our operating results. No goodwill impairment charges were recorded for the three and nine months ended September 30, 2024 and 2023.

Intangible assets deemed to have finite lives are amortized on a straight-line basis over their estimated useful lives, where the useful life is the period over which the asset is expected to contribute directly, or indirectly, to our future cash flows. Intangible assets are reviewed for impairment on an interim basis when certain events or circumstances exist. For amortizable intangible assets, impairment exists when the carrying amount of the intangible asset exceeds its fair value. At least annually, the remaining useful life is evaluated. We recorded an impairment charge of \$6.1 million for the three and nine months ended September 30, 2023 related to intangible assets associated with certain product offerings that were sunset in December 2023, which is included in asset impairment charges in the condensed consolidated statements of operations. There were no goodwill or intangible asset impairment charges recorded for the three and nine months ended September 30, 2024.

See Note 2, "Summary of Significant Accounting Policies," and Note 6, "Intangible Assets," to these condensed consolidated financial statements for additional information.

Recent Accounting Pronouncements

We have reviewed all recently issued standards and have determined that, other than as disclosed in Note 2, "Summary of Significant Accounting Policies," such standards will not have a material impact on our condensed consolidated financial statements or do not otherwise apply to our current operations.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company is a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and is not required to provide the information required under this Item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls are procedures that are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Exchange Act, is recorded, processed, summarized and reported within the time period specified in the SEC's rules and forms. Disclosure controls are also designed with the objective of ensuring that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure. We do not expect that our disclosure controls and procedures will prevent all errors and all instances of fraud. Disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Further, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and the benefits must be considered relative to their costs. Because of the inherent limitations in all disclosure controls and procedures, no evaluation of disclosure controls and procedures can provide absolute assurance that we have detected all our control deficiencies and instances of fraud, if any. The design of disclosure controls and procedures also is based partly on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

With the foregoing in mind, our chief executive officer and chief financial officer ("Certifying Officers") evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2024, pursuant to Rule 13a-15(b) under the Exchange Act. Based on the evaluation, our chief executive officer and chief financial officer have concluded that as of September 30, 2024, our disclosure controls and procedures were not effective due to the material weaknesses in internal control over financial reporting described below.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP and includes those policies and procedures that: (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and the dispositions of our assets; (2) provide reasonable assurance that our transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that our receipts and expenditures are being made only in accordance with appropriate authorizations; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

In designing and evaluating the disclosure controls and procedures and internal control over financial reporting, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures and internal control over financial reporting must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Under the supervision of and with the participation of our management, we assessed the effectiveness of our internal control over financial reporting as of December 31, 2023, using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control — Integrated Framework (2013). Based on the evaluation, our chief executive officer and chief financial officer have concluded that as of December 31, 2023, our internal control over financial reporting was not effective due to the material weaknesses in internal control over financial reporting described below.

Material Weaknesses

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

As disclosed in our Annual Report on Form 10K for the year ended December 31, 2023, the following entity-level material weaknesses have been identified: We did not fully maintain components of the COSO framework, including elements of the control environment, risk assessment, information and communication and monitoring activities components, relating to (i) developing general control activities over technology to support the achievement of objectives across the entity, (ii) sufficiency

of processes related to identifying and analyzing risks to the achievement of objectives, including technology, across the entity, and (iii) sufficiency of selecting and developing control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.

The entity-level material weaknesses contributed to other material weaknesses within our system of internal control over financial reporting as follow:

- We did not design and maintain effective information technology (IT) general controls for certain information systems supporting our key financial reporting processes. Specifically, we did not design, implement and maintain (a) change management controls to ensure that program and data changes affecting financial applications and underlying accounting records are identified, tested, authorized and implemented appropriately, (b) access controls to ensure appropriate IT segregation of duties are maintained that adequately restrict and segregate privileged access between environments which support development and production, and (c) controls to monitor on an on-going basis for the proper segregation of privileged access between environments which support development and production. As a result, IT application controls and business process controls that are dependent on the ineffective IT general controls, or that rely on data produced from systems impacted by the ineffective IT general controls, are also deemed ineffective, which affects substantially all of our financial statement account balances and disclosures.
- We did not design and maintain effective information technology (IT) general controls for certain information systems supporting our key financial reporting processes. Specifically, we did not design, implement and maintain sufficient change management, security, and operations controls for certain in-scope on-premise applications and vendor-supported applications.
- We did not design and maintain effective process-level controls related to the order-to-cash cycle (including revenues, accounts receivables, and deferred revenue), procure-to-pay-cycle (including operating expenses, prepaid expenses and other current assets, accounts payable and accrued expenses), capitalized software, and long-term assets. The material weakness related to the order-to-cash cycle resulted in an inadequate policy associated with our revenue recognition policies related to the cash collection of a certain subset of our customers that had been placed on a cash basis and, in turn, the restatement of our unaudited condensed consolidated financial statements in our prior three quarters reported in 2023 as of and for the three months ended March 31, 2023, six months ended June 30, 2023 and nine months ended September 30, 2023 included in our quarterly reports on Form 10-Q for the corresponding periods. Additionally, this material weakness could result in a misstatement of any account balances or disclosures that would result in a material misstatement to the annual or interim consolidated financial statements that would not be prevented or detected.

As disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022, we identified a material weakness in internal control related to ineffective IT general controls in the areas of user access and program change-management over certain information technology systems that support our financial reporting processes. We took measures to remediate this material weakness, specifically by undertaking the following measures:

- removing developers' administrative access from production systems;
- removing the ability for certain users, including developers, to access other users' accounts; and
- implementing audit trails to log and monitor system configuration and data changes made by users to detect erroneous or unauthorized changes.

Our remediation efforts concluded as of June 30, 2023 when we determined that the above measures had been implemented. As of July 2023, administrative access to the sandbox environment where development activities take place was extended to users with administrative access to the production environment, thereby negating the remediation efforts taken. This access was not subject to our monthly monitoring control activity and persisted through the remainder of fiscal 2023. The lack of successful completion of our remediation efforts related to this material weakness identified for the year ended December 31, 2022 is reflected in the first bullet of our 2023 material weaknesses discussed above.

Remediation

We have begun the process of and are focused on designing and implementing effective internal controls to improve our internal controls over financial reporting and remediate the material weakness, including:

- the recruitment of additional personnel with extensive knowledge of GAAP,
- implementation of a new ERP system,
- strengthening IT governance and designing IT general controls including program change management, accessing and restricting user access to our internal systems used for financial reporting and accessing.

Until the remediation plan is fully implemented, tested, and deemed effective we cannot assure that our actions will adequately remediate the material weaknesses or that additional material weaknesses in our internal controls will not be identified in the future. If we are unable to remediate the material weaknesses, our ability to record, process and report financial information accurately, and to prepare financial statements within the time periods specified by the rules and forms of the SEC, could be adversely affected and could reduce the market's confidence in our financial statements and harm our stock price.

Part II - Other Information

Item 1. Legal Proceedings

The information set forth under "Commitments and Contingencies—Litigation" in Note 4 of the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q is incorporated by reference into this Item 1.

On October 17, 2024, a putative shareholder class action complaint, captioned *Seret Ishak v. WM Technology, Inc. et al.*, No. 2:24-cv-08959, was filed in the U.S. District Court for the Central District of California, naming us and certain former and current officers and/or directors of the Company and Silver Spike Acquisition Corp. ("Silver Spike") as defendants. The lawsuit alleges that we made material misrepresentations and/or omissions of material fact relating to historical public reporting of MAUs in violation of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder. The putative class action is brought on behalf of persons or entities who purchased or otherwise acquired our securities between May 25, 2021, and September 24, 2024, inclusive, and seeks unspecified monetary damages on behalf of the putative class and an award of costs and expenses, including attorney's fees.

At this early stage of the proceedings, we are unable to make any prediction regarding the outcome of the litigation.

As previously disclosed, in the second quarter of 2022, our board of directors received an internal complaint regarding the calculation, definition and reporting of our monthly active users ("MAUs") metric. In response, our board of directors formed a special committee of independent directors to conduct an internal investigation with the assistance of outside counsel. As a result of the findings of that internal investigation, we provided certain additional information regarding the growth and nature of our previously-reported MAUs in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2022 filed with the SEC on August 9, 2022. This investigation found no impact on our financial results under accounting principles generally accepted in the United States of America ("GAAP") or the reporting or disclosure of any currently disclosed non-GAAP financial metric. As also previously reported, in the third quarter of 2022, we determined not to report MAUs going forward. In August 2022, our board of directors determined to voluntarily report the internal complaint and subsequent internal investigation to the SEC, following which the SEC's Division of Enforcement commenced an investigation. We have been fully cooperating with that investigation.

As also previously reported in the Current Report on Form 8-K filed on July 25, 2024, on July 22, 2024, we reached an agreement in principle with the SEC staff to resolve the SEC investigation with respect to the Company. Under the terms of the settlement, we consented, without admitting or denying the SEC's findings, to the entry of an administrative cease-and-desist order finding violations of Sections 17(a)(2) and (3) of the Securities Act of 1933, as amended, Sections 13(a), and 14(a) of the Securities Exchange Act of 1934, as amended, and Rules 12b-20, 13a-1, 13a-11, 13a-13, and 14a-9 thereunder, and to pay a civil money penalty of \$1.5 million. The settlement was approved by the SEC, and the administrative cease-and-desist order was entered in September 2024. We issued payment to the SEC, and it was received by the SEC, in October 2024. Accordingly, the SEC enforcement matter is concluded with respect to the Company.

Further, on November 8, 2024, a shareholder derivative action, captioned *DeGennaro v. Francis, et. al.*, Case No. 8:24-cv-02454 was filed in the U.S. District Court for the Central District of California against certain members of our Board of Directors and certain former and current officers. The plaintiff purports to bring the action derivatively on behalf of the Company, and the Company is a nominal defendant in the action. The derivative complaint alleges, among other things, that the individual defendants authorized or permitted materially false statements and/or material omissions of fact relating to historical public reporting of MAUs. The derivative complaint asserts claims for violations of Section 10(b) of the Exchange Act as well as claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets. The derivative complaint seeks unspecified damages on behalf of the Company, disgorgement or restitution, corporate governance reforms, declaratory relief, and an award of costs and expenses to the derivative plaintiff, including attorneys' fees.

Additionally, from time to time, we are involved in legal proceedings and subject to claims that arise in the ordinary course of business. Although the results of legal proceedings and claims cannot be predicted with certainty, to our knowledge we are not currently party to any legal proceedings which, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, cash flows or financial condition. We also pursue litigation to protect our legal rights and additional litigation may be necessary in the future to enforce our intellectual property and our contractual rights, to protect our confidential information or to determine the validity and scope of the proprietary rights of others.

Item 1A. Risk Factors

Investment in our securities involves risk. An investor or potential investor should consider the risks summarized below and under the caption "Risk Factors" in Part I, Item 1A. of our Annual Report on Form 10-K for the year ended December 31, 2023 (our "2023 Form 10-K") and of Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 (our "Prior 10-Q") when

making investment decisions regarding our securities. Except for the risk factors discussed below, we do not believe that there have been any material changes to the risk factors disclosed in our 2023 Form 10-K and Prior 10-Q.

Litigation or legal proceedings could expose us to significant liabilities and have a negative impact on our reputation or business.

From time to time, we may be party to various claims and legal proceedings. For example, in August 2022, our board of directors determined to voluntarily report an internal complaint and subsequent internal investigation to the SEC. Since that date, we have responded to subpoenas from the SEC's Division of Enforcement and on July 22, 2024, we reached an agreement in principle with the SEC staff to resolve the SEC staff's investigation with respect to the Company. The settlement was approved by the SEC, and the administrative cease-and-desist order was entered in September 2024. In addition, on October 17, 2024, a putative shareholder class action complaint, captioned Seret Ishak v. WM Technology, Inc. et al., No. 2:24-cv-08959, was filed in the U.S. District Court for the Central District of California, naming us and certain former and current officers and/or directors of the Company and Silver Spike as defendants. The lawsuit alleges that we made material misrepresentations and/or omissions of material fact relating to historical public reporting of MAUs. In addition, on November 8, 2024, a shareholder derivative action, captioned DeGennaro v. Francis, et. al, Case No. 8:24-cv-02454, was filed in the U.S. District Court for the Central District of California against certain members of our Board of Directors and certain former and current officers. The derivative complaint alleges that the individual defendants authorized or permitted materially false statements and/or material omissions of fact relating to historical public reporting of MAUs. See Part II, Item 1 of this Quarterly Report on Form 10-Q, titled "Legal Proceedings" for more information regarding this litigation.

Regardless of the outcome, such proceedings can have an adverse impact on us because of legal costs, penalties and other sanctions, diversion of management resources, negative publicity and reputational harm and other factors.

Even when not merited, the defense of any lawsuits or legal proceedings, including potential securities litigation, is expensive and may divert management's attention, and we may incur significant expenses in defending any lawsuits or legal proceedings. The results of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some of these legal disputes may result in adverse monetary damages, penalties or injunctive relief against us, which could negatively impact our financial position, cash flows or results of operations. We evaluate all claims and proceedings to assess the likelihood of unfavorable outcomes and to estimate, if probable and estimable, the amount of potential losses. Based on these assessments and estimates, we may establish reserves, as appropriate. These assessments and estimates are based on the information available to management at the time and involve a significant amount of management judgment. Actual outcomes or losses may differ materially from our assessments and estimates.

Furthermore, while we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even if we believe a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if the insurers prevail, the amount of our recovery. In addition, any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or to obtain adequate insurance in the future.

We currently do not meet, and may not regain compliance with, the listing standards of the Nasdaq Stock Market LLC ("Nasdaq"), and as a result our Class A Common Stock may be delisted. Delisting could adversely affect the liquidity of our Class A Common Stock and the market price of our Class A Common Stock could decrease.

Our Class A Common Stock is currently listed on the Nasdaq Global Select Market, which has minimum requirements that a company must meet in order to remain listed. These requirements include maintaining a minimum closing bid price of \$1.00 per share, which closing bid price cannot fall below \$1.00 per share for a period of more than 30 consecutive business days.

On October 9, 2024, we received a letter from the Listing Qualifications Department of The Nasdaq Stock Market LLC ("Nasdaq") notifying us that, for the last 30 consecutive trading days, the closing bid price for our Class A Common Stock was below \$1.00 per share, which is the minimum closing bid price required for continued listing on the Nasdaq Global Select Market pursuant to Nasdaq Listing Rule 5450(a)(1) (the "Notice"). In accordance with Nasdaq Listing Rule 5810(c)(3)(A), we are provided a compliance period of 180 calendar days from the date of the Notice, or until April 7, 2025, to regain compliance with the minimum closing bid price requirement. If at any time during the 180 calendar day grace period, the closing bid price of our Class A Common Stock is at least \$1.00 per share for a minimum of ten consecutive business days (unless the Nasdaq staff exercises its discretion to extend this ten business day period pursuant to Nasdaq Listing Rule 5810(c)(3)(H)), Nasdaq will provide us written confirmation of compliance, and the matter will be closed.

If we do not regain compliance during the compliance period, we may be provided a second 180 calendar day period to regain compliance if we apply to transfer the listing of our Class A Common Stock to the Nasdaq Capital Market. To qualify, we must meet the continued listing requirement for market value of publicly-held shares and all other initial listing standards for the Nasdaq Capital Market (with the exception of the minimum bid price requirement), based on our most recent public filings and

market information and notify Nasdaq of our intent to cure the deficiency by effecting a reverse stock split, if necessary. If we do not regain compliance within the allotted compliance periods, including any extensions that may be granted by Nasdaq, our Class A Common Stock will be subject to delisting. We would have the right to appeal a determination to delist our Class A Common Stock, and our Class A Common Stock would remain listed on the Nasdaq Global Select Market until the completion of the appeal process.

There can be no assurance that we will regain compliance with the minimum bid price requirement during the 180-day compliance period, secure a second 180-day period to regain compliance, or maintain compliance with the other Nasdaq listing requirements.

Additionally, if a reverse stock split is implemented, there can be no assurance that the market price per new share of our Class A Common Stock following the reverse stock split will remain unchanged or will increase in proportion to the reduction in the number of old shares of our Class A Common Stock outstanding before the reverse stock split. The liquidity of the shares of our Class A Common Stock may be affected adversely by any reverse stock split given the reduced number of shares of our Class A Common Stock that will be outstanding following such reverse stock split. Furthermore, following any reverse stock split, the resulting market price of our Class A Common Stock may not attract new investors and may not satisfy the investing requirements of those investors.

In the event that our Class A Common Stock is delisted from Nasdaq as a result of our failure to regain compliance with the minimum closing bid price requirement, as a result of Nasdaq not granting us an extension or the panel not granting us a favorable decision or due to our failure to continue to comply with any other requirement for continued listing on Nasdaq, trading of our Class A Common Stock could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board, but there can be no assurance that our Class A Common Stock will be eligible for trading on such alternative exchange or market.

Additionally, if our Class A Common Stock is delisted from Nasdaq, the liquidity of our Class A Common Stock would be adversely affected, the market price of our Class A Common Stock could decrease, our ability to obtain sufficient additional capital to fund our operations and transactions in our Class A Common Stock could lose federal preemption of state securities laws. Furthermore, there could also be a further reduction in our coverage by securities analysts and the news media and broker-dealers may be deterred from making a market in or otherwise seeking or generating interest in our Class A Common Stock, which could cause the price of our Class A Common Stock to decline further. Moreover, delisting may also negatively affect our clients', customers' and employees' confidence in us and employee morale.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Nasdaq Deficiency Notice

On October 9, 2024, we received the Notice from the Listing Qualifications Department of Nasdaq notifying us that, for the last 30 consecutive business days, the closing bid price for our Class A Common Stock was below \$1.00 per share, which is the minimum closing bid price required for continued listing on the Nasdaq Global Select Market pursuant to Nasdaq Listing Rule 5450(a)(1). The Notice is a notice of deficiency, not delisting, and has no immediate effect on the listing of our Class A Common Stock, and our Class A Common Stock will continue to trade on The Nasdaq Global Select Market under the symbol "MAPS" at this time, subject to our with the other Nasdaq listing requirements.

In accordance with Nasdaq Listing Rule 5810(c)(3)(A), we are provided a compliance period of 180 calendar days from the date of the Notice, or until April 7, 2025, to regain compliance with the minimum closing bid price requirement. If at any time during the 180-calendar day grace period, the closing bid price of our Class A Common Stock is at least \$1.00 per share for a minimum of ten consecutive business days (unless the Nasdaq staff exercises its discretion to extend this ten business day period pursuant to Nasdaq Listing Rule 5810(c)(3)(H)), Nasdaq will provide us written confirmation of compliance, and the matter will be closed.

If we do not regain compliance during the compliance period, we may be provided a second 180 calendar day period to regain compliance if we apply to transfer the listing of our Class A Common Stock to the Nasdaq Capital Market. To qualify, we must meet the continued listing requirement for market value of publicly-held shares and all other initial listing standards for the

Nasdaq Capital Market (with the exception of the minimum bid price requirement), based on our most recent public filings and market information and notify Nasdaq of our intent to cure the deficiency by effecting a reverse stock split, if necessary. If we do not regain compliance within the allotted compliance periods, including any extensions that may be granted by Nasdaq, our Class A Common Stock will be subject to delisting. We would have the right to appeal a determination to delist our Class A Common Stock, and our Class A Common Stock would remain listed on the Nasdaq Global Select Market until the completion of the appeal process.

We intend to monitor the closing bid price of our Class A Common Stock and assess potential actions to regain compliance. While we plan to review all available options, there can be no assurance that we will regain compliance with the minimum bid price requirement during the 180-day compliance period, secure a second 180 day period to regain compliance, or maintain compliance with the other Nasdaq listing requirements.

ITEM 6. EXHIBITS

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

Exhibit No.	Description
<u>3.1</u>	Certificate of Incorporation of the Company, dated June 15, 2021 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on June 21, 2021).
<u>3.2</u>	Amended and Restated Bylaws of the Company, dated June 16, 2021 (incorporated by reference to Exhibit 3.2 to the Current report on Form 8-K filed on June 21, 2021).
<u>10.1#</u>	Separation and Release Agreement, by and between Duncan Grazier and WM Technology, Inc, dated August 07, 2024
<u>10.2</u>	Fifth Amendment to Lease, by and between Discovery Business Center LLC and Ghost Management Group, LLC, dated September 30, 2024
<u>10.3#</u>	Employment Agreement, dated November 07, 2024, by and between Ghost Management Group, LLC, a subsidiary of WM Technology, Inc. and Douglas Francis
<u>31.1</u>	Certification of the Principal Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
<u>31.2</u>	Certification of the Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
<u>32.1*</u>	Certifications of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

Indicates management contract or compensatory plan, contract or agreement.

* The certifications attached as Exhibit 32.1 that accompany this Quarterly Report on Form 10-Q are deemed furnished and not filed with the SEC and are not to be incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

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

WM TECHNOLOGY, INC.

Date: November 12, 2024

By: /s/ Douglas Francis

Name: Douglas Francis

Title: Chief Executive Officer

(Principal Executive Officer)

Date: November 12, 2024

By: /s/ Susan Echard

Name: Susan Echard

Title: Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT ("**Agreement**") is made and entered into effective August 2, 2024 (the "**Effective Date**"), between Ghost Management Group, LLC, a Delaware limited liability company, and its owners, officers, directors, shareholders, employees, agents, assigns, representatives, affiliates, parents, subsidiaries and successors in interest (collectively, the "**Company**"), on the one hand, and Duncan Grazier, an individual ("**Employee**"), on the other hand. Each of the Company and Employee may be referred to individually as a "**Party**" and collectively as the "**Parties**."

Recitals

WHEREAS, Employee is an at-will employee of the Company, serving in the role of Chief Technology Officer.

WHEREAS, on July 17, 2024, Employee formally notified the Company of his intent to voluntarily resign as Chief Technology Officer.

WHEREAS, the Company would like to retain the services of Employee in a continued employment relationship with the title of Special Advisor for a fixed period of time to facilitate a transition of the Chief Technology Officer role, and Employee is amenable to such a position.

WHEREAS, the Company and Employee agree that July 31, 2024 (the "**CTO Resignation Date**") shall be Employee's last day in the role as the Company's Chief Technology Officer and thereafter he shall remain as an employee with the title of Special Advisor until October 31, 2024 (the "**Separation Date**"), at which point Employee's employment with the Company shall terminate.

WHEREAS, the Company and Employee also wish to effectuate a release of any and all claims that Employee holds against the Company and to resolve all controversies and disputes as hereinafter set forth.

NOW, THEREFORE, in consideration of the Recitals, covenants and representations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Agreement**1. Transition to Special Advisor and Termination of Employment**

(a) Commencing on the CTO Resignation Date and continuing through the Separation Date (the "**Advising Period**"), Employee shall remain employed with the Company on an "at-will" basis with the title of Special Advisor, assisting the Company in the transition of the Chief Technology Officer role. The Company and Employee both acknowledge and agree that during the Advising Period, Employee is free to take on additional outside work or employment, including in a project, consulting or full-time role; provided, that any outside work is accepted by Employee and provided (i) in Employee's individual capacity and not as a representative of the Company, and (ii) subject to the Company's Confidential Information, Non-Solicitation and Inventions Assignment Agreement (or similar document) signed by Employee as a condition of his employment with the Company, as well as Employee's obligations pursuant to this Agreement, including the confidentiality obligations in Section 10. As consideration for Employee's Release of Claims in Section 4 and subject to the terms of this Agreement, (x) Employee will continue to be paid his regular salary on the Company's normal payroll dates during the Advising Period, and (y) his health insurance benefits will be maintained

by the Company given Employee's continued status as an active "at-will" employee. Except as stated in this Section 1(a) or as otherwise expressly set forth in the Award Agreements (as defined below), during the Advising Period Employee will not be eligible for any other wages, payments, bonuses, incentives, or benefits (including sick leave or accrual of vacation time), including (a) the Participation Agreement (as defined below), or (b) any other established and/or existing Company or executive bonus program, during the Advising Period. In the event Employee breaches any provision of this Agreement during the Advising Period, the Company will immediately cease providing the payments and benefits stated in this Section 1(a), and process Employee's separation of employment and Employee will not be entitled to any further payments or benefits under this Agreement. Nothing in this Section 1(a) shall be construed or interpreted to create an employment relationship for a specific length of time or any right to continued employment, or any limit on the discretion of the Company to modify terms and conditions of employment and Employee's continued employment relationship will be on an "at-will" basis.

(b) Unless terminated sooner, Employee's "at-will" employment with the Company in all capacities will automatically terminate effective as of the Separation Date. Employee acknowledges that Employee has received all wages, benefits and other amounts due up to the first day of the Advising Period, including without limitation any and all wages, compensation, vacation, sick leave, overtime, commissions, options, bonuses, profit sharing, benefits, insurance, or any other form of payment. Employee acknowledges that payment of Employee's final wages, including vacation pay, was not conditioned on Employee signing this Agreement.

2. **Severance Payments.** Although the Company has no severance plan or policy relating to voluntary resignations and has no obligation to provide Employee severance or other payment following his voluntary resignation of employment, in consideration for this Agreement, the Company agrees to make the Severance Payment (as defined below) to Employee in accordance with the terms of this Agreement. As a condition precedent to receiving the Severance Payment, within two (2) business days after the Separation Date, shall sign a general release of claims in the form attached hereto as Exhibit A (the "**Post Separation Release**"). Employee agrees and acknowledges that, except as set forth in this Agreement and the Award Agreements (as defined below), as of the Separation Date Employee will not be entitled to any other compensation, severance, bonus, incentive fee, incentive allocation, management fee or any other payment or benefit or any equity grant whatsoever in nature from the Company or any of the affiliated companies (collectively, the "**Company Entities**"), including (a) the Participation Agreement (as defined below), or (b) any other established and/or existing Company or executive bonus programs. Without limiting the foregoing and notwithstanding anything in any employment offer letter or equity award agreement, in each case, between Employee, on the one hand, and the Company or WM Holding Company, LLC, a Delaware limited liability company ("**WM Holding**"), WM Technology, Inc., a Delaware corporation ("**WM Tech**"), or any other Company Entity, on the other hand, Employee acknowledges and agrees that (i) except as set forth in the last paragraph of Section 4 below, Employee has no right to any units, securities, equity, profits interests or other ownership interests with respect to any of the Company Entities (including, without limitation, the Company and WM Holding), and (ii) Employee has no right (contractual or otherwise) to acquire any units, securities, equity, profits interests or other ownership interests with respect to any of the Company Entities (including, without limitation, the Company and WM Holding).

(a) The Company shall pay to Employee an amount equal to **Four Hundred Seventy-Eight Thousand One Hundred Twenty-Five Dollars (\$478,125)**, less any applicable taxes, deductions and withholdings (the "**Severance Payment**"), and, if and for so long as Employee enrolls in COBRA, pay directly Employee's COBRA premium for health insurance for nine (9) month(s), covering health insurance (the "**Severance Insurance Benefit**") for the period of November 1, 2024 through July

31, 2025 (the “**Retention Period**”). The Severance Payment shall be made in equal installments over the pay periods on the Company’s normal payroll dates between November 1, 2024 and July 31, 2025, starting on the payroll date for the pay period encompassing the Separation Date (the “**Severance Payment Period**”). Notwithstanding anything to the contrary herein, the Company shall have the right to prepay all or any portion of the Severance Payment at any time to Employee prior to the end of the Severance Payment Period. The Company will not enroll Employee in COBRA and Employee will be fully responsible for completing any paperwork necessary for COBRA enrollment. Employee acknowledges and agrees that Employee will promptly notify the Company if Employee acquires alternative health insurance coverage at any point during the Retention Period, in which case, the Company will cease providing health insurance benefits to Employee.

(b) The Company has allowed Employee to remain covered by the Company’s employer-provided health insurance policies until the end of the calendar month during which the Separation Date occurs (e.g., for a May 5 Separation Date, Employee will remain covered by the Company’s health insurance through May 31). Thereafter, subject to the Severance Insurance Benefit described above, Employee will no longer be entitled to participate in any Company benefit plan, and the Company shall provide Employee notice regarding Employee’s right to continue Employee’s healthcare coverage pursuant to COBRA.

3. **Return of All Company Materials.** Employee hereby certifies that as of the CTO Resignation Date, Employee has returned to the Company all Company records, documents, electronically stored information, and tangible embodiments of such, prepared by Employee or coming into Employee’s possession by virtue of Employee’s employment with the Company. To the extent Employee is unable to return such materials that are in a digital form, Employee shall remove all copies of such digital material and certify the destruction or deletion of such digital copies. Employee further certifies that Employee has returned to the Company all property of the Company, including but not limited to pagers, keys, key cards, cellular phones, credit cards, personal and laptop computers, and other electronic equipment. Employee agrees that should Employee at any future time discover additional items of property belonging to the Company, Employee will promptly return such property to the Company.

4. **General Release.** Except as to such rights or claims as may be created by this Agreement, Employee and Employee’s respective heirs, administrators, successors in interest, assigns and agents, hereby release and forever discharge the Company and its current and former officers, directors, shareholders, employees, representatives, attorneys, agents, members, trustees, administrators, owners, partners, insurers, fiduciaries, subsidiaries, parent companies, affiliates, related entities, assigns, predecessors and successors in interest, jointly and severally (referred to collectively hereafter as the “**Releasees**”), from any and all claims, demands, liabilities, suits, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, penalties, interest, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (referred to collectively hereafter as “**Claim**” or “**Claims**”), which Employee has at any time owned or held up to and including the date Employee signs this Agreement, including, and without limiting the generality of the foregoing, any and all Claims arising out of, connected with, or relating to: (1) Employee’s employment with the Company or the termination of that employment; (2) any act or omission by or on the part of any of the Releasees; (3) any alleged violation of California Labor Code, applicable California Wage Order, Fair Labor Standards Act, or the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended; (4) any Claim arising under the Labor Code Private Attorneys General Act (PAGA), Labor Code §§ 2699, et seq.; (5) any federal, state or local law regulating compensation, salaries, wages, meal periods, rest periods, itemized wage statements, pay stubs or payroll

records, hours, bonuses, commissions, overtime, benefits, monies, pay, allowances, benefits, sick pay, severance pay, retention pay or benefits, paid leave benefits, vacation pay, penalties, interest or damages; (6) any Claim for violation of any federal, state or local law or regulation prohibiting discrimination, harassment or retaliation of any kind; (7) breach of any express or implied employment contract or agreement, wrongful discharge, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, fraud, misrepresentation, defamation, trespass, conversion, interference with prospective economic advantage, and invasion of privacy; and (8) that certain Participation Agreement, executed June 12, 2023 by and between WM Tech and Employee (the "**Participation Agreement**"); (9) any other established and/or existing Company or executive bonus programs and (10) any Claim for attorneys' fees, costs or expenses. The foregoing general release does not apply to any Claim that cannot be released as a matter of law, as well as those obligations set forth in that certain Indemnification Agreement, dated December 5, 2022, by and between WM Tech and Employee. Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency.

Employee agrees that the release provided by this Agreement applies to any Claims brought by any person or agency on behalf of Employee or any class action, representative action or collective action pursuant to which Employee may have any right or benefit. Employee agrees not to participate in any class action, representative action or collective action that may include or encompass any of the Claims released by this Agreement. With respect to any Claims released by this Agreement, Employee further agrees not to accept any recovery or benefit that may be obtained on Employee's behalf by any other person or agency or in any class action, representative action or collective action, and does hereby assign any such recovery or benefit to the Company. In addition, Employee agrees that in the event Employee receives any notice from any claims administrator, attorney, law firm or other person purporting to represent Employee or any class or group which includes Employee, and such notice references any lawsuit or threatened lawsuit against the Company or any of the Releasees that encompasses any of the Claims released by this Agreement, Employee will promptly notify such claims administrator, attorney, law firm, or other person that Employee does not wish to participate in and specifically "opts out" of any class action, representative action or collective action against the Company or any of the Releasees. Finally, by signing this Agreement, Employee acknowledges and agrees that with respect to any Claims released by this Agreement, Employee is not an "aggrieved employee," as that term is defined by PAGA.

Notwithstanding anything to the contrary herein, the foregoing release shall not cover, and Employee does not release, any rights of Employee: (a) under this Agreement; (b) the Equity Award Exchange Notification, dated as of June 16, 2021, relating to your Class P Units (the "**Class P Unit Award Agreement**"), issued by WM Holding, or any rights of Employee as a Class P Unit of WM Holding under the Certificate of Formation or the Fourth Amended and Restated Operating Agreement of WM Holding, dated as of June 16, 2021 (as the same may be amended and/or restated from time to time) (the "**Amended and Restated LLC Agreement**"); or (c) the RSU Award Grant Notices, dated as of August 30, 2021, March 1, 2022, March 1, 2022 and September 30, 2023 (collectively the "**RSU Award Agreement**" and collectively with the Class P Unit Award Agreement, the "**Award Agreements**"), between Employee and WM Tech, or any rights of Employee as an RSU holder of WM Tech under the 2021 Equity Incentive Plan as may be amended, restated, supplemented, or otherwise modified from time to time of WM Tech, dated as of June 16, 2021 (the "**RSU Plan**"). Employee acknowledges and agrees that Employee: (i) will own **one hundred twenty-three thousand nine hundred fifty-four (123,954)** vested Class P Units of WM Holding as of the Separation Date, all of which are retained by Employee following the Separation Date pursuant and subject to the Class P Unit Award Agreement, the Amended and Restated LLC Agreement and the WM Holding Third Amended and Restated Equity Incentive Plan,

dated as of August 15, 2018 as may be amended, restated, supplemented, or otherwise modified from time to time (the "WM Holding Plan" and collectively with the RSU Plan, the "Plans"), and that Employee forfeits all Class P Units granted to Employee under the Class P Unit Award Agreement and which are unvested as of the Separation Date pursuant to the terms of the Class P Unit Award Agreement, the Amended and Restated LLC Agreement, and the WM Holding Plan. Employee acknowledges and agrees that **three hundred ninety thousand six hundred twenty-four (390,624)** of the RSUs granted under the RSU Award Agreement will be vested as of the Separation Date and Employee will own the shares of WM Tech Class A Common Stock issued upon settlement of those vested RSUs (subject to sell-to-cover transactions and any other transactions initiated by the Employee), all of which will be retained by Employee following the Separation Date pursuant and subject to the RSU Award Agreement and the Plan, and that Employee forfeits all RSUs granted to Employee under the RSU Award Agreement and which will be unvested as of the Separation Date pursuant to the terms of the RSU Award Agreement and the Plan.

5. **Release of All Unknown Claims.** The general release above is intended to be a full and final release covering all unsuspected, unknown, undisclosed and unanticipated Claims which may have arisen, or may arise, from any act or omission up to and including the date Employee signs this Agreement, and which arise out of or are related, directly or indirectly, to the dealings between the Parties or any matters described in this Agreement. Employee, and on behalf of anyone or any entity claiming through Employee, each waive any and all rights or benefits which they may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provision of Section 1542, and for the purpose of implementing a full and complete release and discharge, Employee expressly acknowledges that the general release above is intended to include and does include in its effect, without limitation, all Claims which Employee does not know or suspect to exist in Employee's favor against any of the Releasees up to and including the date Employee signs this Agreement and that the release in this Agreement expressly contemplates the extinguishment of all such Claims.

6. **No Admissions.** Neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of either Party, nor shall they be admissible as evidence in any proceeding other than for the enforcement of this Agreement.

7. **Covenant Not to Sue.** Employee has not and will not directly or indirectly institute any legal action against the Releasees based upon, arising out of, or relating to any Claims released herein (including Exhibit A). Employee has not and will not directly or indirectly encourage and/or solicit any third party to institute any legal action against the Releasees.

8. **Intellectual Property of the Company.** As additional consideration for the execution and delivery of this Agreement to the extent not already obligated to do so with respect to the Company

and without limitation to any other agreement Employee has with the Company with respect to the following matters:

(a) Employee agrees to disclose in writing to the Company all source code, passwords, inventions, products, designs, drawings, notes, information, documentation, improvements, works of authorship, processes, techniques, know-how, technical specifications, hardware, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Employee has made, conceived, developed or reduced to practice, alone or jointly with others, in connection with Employee's term of service to the Company prior to the CTO Resignation Date or that resulted from or that related thereto, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection ("Innovations").

(b) Employee and the Company agree that, to the fullest extent legally possible, all Innovations (as defined in Section 8(a)) will be "works for hire" as that term is defined in Section 101 of the 1976 Copyright Act, and shall be owned exclusively by the Company. Employee agrees that, regardless of whether the Innovations are legally works for hire, all Innovations will be the sole and exclusive property of the Company. Employee hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, all of Employee's right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, "**Intellectual Property Rights**"). At the Company's request and expense, during and after the term of this Agreement, Employee will assist and cooperate with the Company in all respects and will execute documents (including, without limitation, assignments as to any Intellectual Property Rights which become the property of the Company pursuant to this Section 8) and, subject to the reasonable availability of Employee, will give testimony and take such further acts reasonably requested by the Company to enable the Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Innovations. Employee hereby appoints the Company as attorney-in-fact to execute documents on behalf of Employee for this limited purpose.

(c) Employee hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Employee may have in or with respect to any Innovation, during and after the term of this Agreement. "**Moral Rights**" mean any rights to claim authorship of an Innovation (as defined in Section 8(a)), to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

(d) To the extent that Employee owns or controls any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to the Company under this Agreement (collectively, "**Related Rights**"), Employee hereby grants or will cause to be granted to the Company a non-exclusive, royalty-free, irrevocable, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this Agreement.

9. **Cooperation.** Employee agrees to cooperate with the Company and make himself generally available to the Company in connection with disputes between the Company and third parties. This cooperation may include, but is not limited to, conferring with and assisting the Company in preparatory work in litigation matters, providing factual information to the Company, and giving depositions and testimony in judicial and administrative proceedings. Employee agrees that Employee will not be paid by the Company for Employee's cooperation, however, Company agrees to pay or reimburse Employee, as applicable, for all travel, accommodation or other reasonable out-of-pocket expenses, including for mileage at the then-applicable Internal Revenue Service rate, that Employee incurs in providing such cooperation (provided such expenses shall be pre-approved by Company). Employee further agrees to make himself available on a reasonable basis with respect to any outstanding legal, business or strategic matters as necessary following the Effective Date and Company agrees to reasonably accommodate Employee's scheduling needs with respect thereto.

10. **Confidentiality.** Except as otherwise prohibited by law, Employee agrees that neither Employee nor any of Employee's agents or representatives will disclose, disseminate and/or publicize, or cause or permit to be disclosed, disseminated or publicized, any attorney client privileged information, attorney work product, confidential information or trade secrets of the Company, the existence of this Agreement or the Award Agreements, any of the terms of this Agreement or the Award Agreements, or any claims or allegations which Employee could have made or asserted against the Company, to any person, corporation, association or governmental agency or other entity except: (a) to the extent necessary to report income to appropriate taxing authorities; (b) to members of Employee's immediate family; (c) to the extent permitted by federal, state, and/or local laws (such as the National Labor Relations Act, the Securities Exchange Act of 1934, and any other applicable law(s)), without notice to, or approval from, the Company; (d) in response to an order of a court of competent jurisdiction or subpoena issued under the authority thereof; (e) to Employee's legal, financial or tax advisors; or (f) in response to any inquiry or subpoena issued by a state or federal governmental agency; provided, however, that notice of receipt of such judicial order or subpoena shall be immediately communicated by Employee to the Company telephonically, and confirmed immediately thereafter in writing, so that the Company will have the opportunity to assert what rights it has to non-disclosure prior to Employee's response to the order, inquiry or subpoena. Should Employee disclose to Employee's immediate family members or advisors any of the terms this Agreement, Employee will advise them that they are under the same obligation of confidentiality as described in this Section. Employee also agrees not to disclose any confidential or proprietary information pertaining to the business of the Company and/or its customers. For the avoidance of doubt, the confidentiality obligations of this Section shall extend to any information Employee has with respect to the businesses or activities of the Company Entities and any prospective opportunities which such equity holders have discussed or considered pursuing as well as any information received from any actual or potential customers of the Company.

Any violation of the confidentiality provision contained in this Agreement by Employee shall be considered a material breach of this Agreement.

11. **Non-Disparagement.** Employee agrees that for a term of one (1) year from the Separation Date, Employee will not make any disloyal, reckless, or maliciously untrue comments (whether verbally or in writing) to any third party concerning the Company Entities, or any of their current and former officers, directors, shareholders, employees, representatives, attorneys and agents, as well as their predecessors, parents, subsidiaries, affiliates, divisions, and successors-in-interest. The foregoing shall not apply to any communication or disclosure to the extent required to institute any proceedings to enforce the terms of this Agreement. The Company will respond to any inquiries about Employee's employment by providing only Employee's dates of employment, job title, and, if authorized

by Employee in writing, Employee's last rate of pay. Employee will direct all such inquiries only to the Company's People Operations Department.

12. **Unimpeded Actions and Activities.** Nothing in this Agreement (including [Exhibit A](#)) shall be construed to prevent or limit Employee from: (a) discussing or disclosing information about unlawful acts in the workplace, including, but not limited to, harassment or discrimination or any other conduct that Employee has reason to believe is unlawful; (b) engaging in any activity protected by the National Labor Relations Act; (c) making a report to the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934; (d) communicating with any other federal, state or local government agency; (e) filing a charge with any federal, state or local agency; or (f) participating, testifying and/or assisting in any investigation, hearing or other proceeding before any federal, state or local agency or brought by any federal, state or local agency.

13. **Right to an Attorney; Time to Consider.** Employee acknowledges and agrees that Employee has had seven (7) days to consider this Agreement and to consult with counsel, and the Company has advised Employee of Employee's right to do so. To the extent that Employee has taken less than seven (7) days to consider this Agreement, Employee acknowledges that Employee has had sufficient time to consider the Agreement and to consult with counsel and that Employee did not desire additional time.

14. **Cancellation and Repayment of Severance Payment.** In the event of breach of this Agreement by Employee, including, but not limited to, the confidentiality and non-disparagement provisions during the period that begins on the Effective Date, then in addition to any remedies available to the Company at law or equity, the Company shall be immediately entitled to withhold any and all payments owed to Employee or owed to cover COBRA premiums pursuant to Section 2 of this Agreement and Employee agrees to promptly return to Company the full monetary value of the Severance Payment and Severance Insurance Benefit in Section 2 that was received by Employee and to indemnify and hold harmless the Releasees for and against any and all costs, losses, or liability whatsoever, including reasonable attorneys' fees, caused by Employee's breach of this Agreement. Furthermore, Employee agrees that the return or obligation to return the amount of the Severance Payment and Severance Insurance Benefit referenced in Section 2 above to Company will not abrogate or affect in any way Employee's full release of any and all Claims against the Releasees. Employee acknowledges and agrees that the provisions contained in this Section 14 are reasonable and necessary for the protection of the Company's legitimate business interests, and further agrees not to challenge the reasonableness of such restrictions.

15. **Section 409A of the Code.** While the tax treatment of the payments provided under this Agreement is not warranted or guaranteed, it is intended that such payments shall either be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended. This Agreement shall be construed, administered and governed in a manner that effects such intent.

16. **Waiver and Modification.** The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect either the validity of this Agreement or the right of any Party to enforce the Agreement. This Agreement may be modified or amended only by a written agreement executed by Employee and the Company.

17. **Severability and Savings Provision.** In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full

force and effect. Additionally, in the event that any portion of this Agreement is deemed void or unenforceable, the Parties will be excused from performing that portion of the Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between Employee and the Company and supersedes and cancels all prior agreements, oral or written, if any, between Employee and the Company, except that this Agreement does not alter, modify, or impact any pre-existing confidentiality provisions and restrictive covenants between the Parties, nor does it affect Employee's obligation to comply with those provisions and covenants.

19. **Arbitration.** The Parties hereby agree to submit any claim or dispute arising out of the terms of this Agreement to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS"). This arbitration provision covers all claims that Employee may have against Company, or that Company may have against Employee. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitration shall take place in Orange County, California. The arbitrator in this matter shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all Parties to this Agreement, and judgment thereon may be entered in any court having jurisdiction. The arbitrator's decision must be in writing and contain sufficient detail to reveal the essential factual findings and legal conclusions on which the decision is based. Company shall initially advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. However, the arbitrator's fee and all costs of services provided by the arbitration organization, as well as reasonable attorneys' fees and recoverable costs, shall be paid as the arbitrator or court awards in accordance with applicable law. The Parties hereby waive any right to a jury trial on any dispute or claim covered by this Agreement.

20. **Governing Law.** This Agreement shall be construed in accordance with, and be governed by the laws of the State of California, both procedural and substantive.

[The Remainder of this Page is Intentionally Left Blank]

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT AND VOLUNTARILY ENTER INTO IT WITH THE INTENT TO BE BOUND THEREBY.

The undersigned have carefully read this Agreement and understand that it contains a release of known and unknown claims. The undersigned acknowledge and agree to all of the terms and conditions of this Agreement. The undersigned further acknowledge that they are entering into this Agreement voluntarily as of the Effective Date with a full understanding of its terms.

/s/ Duncan Grazier
Duncan Grazier

Ghost Management Group, LLC

By: /s/ Doug Francis
Doug Francis
Its Authorized Signatory

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6.2023

EXHIBIT A

Post Separation Release

1. **Consideration.** Employee acknowledges that the Severance Payment as set forth in paragraph 2 of the Separation and Release Agreement, dated August 2, 2024 (the “**Agreement**”) entered into by and between Duncan Grazier (“**Employee**”), and Ghost Management Group, LLC (the “**Company**”), is sufficient consideration for the release contained in this Exhibit A (this Exhibit A is referred to hereafter as the “**Post Separation Release**”), and that Employee must sign this Post Separation Release as a condition for receipt of the Severance Payment. Capitalized terms used herein but not defined shall have the meanings assigned thereto in the Agreement.
2. **Termination of Employment.** Employee’s employment with the Company in all capacities has been terminated effective as of the Separation Date. Employee acknowledges that Employee has received all wages, benefits and other amounts due up to the Separation Date, including without limitation any and all wages, compensation, vacation, sick leave, overtime, commissions, options, bonuses, profit sharing, benefits, insurance, or any other form of payment. Employee acknowledges that payment of Employee’s final wages, including vacation pay, was not conditioned on Employee signing the Agreement or this Post Separation Release.
3. **Return of All Company Materials.** Employee hereby certifies that as of the Separation Date, Employee has returned to the Company all Company records, documents, electronically stored information, and tangible embodiments of such, prepared by Employee or coming into Employee’s possession by virtue of Employee’s employment with the Company. To the extent Employee is unable to return such materials that are in a digital form, Employee shall remove all copies of such digital material and certify the destruction or deletion of such digital copies. Employee further certifies that Employee has returned to the Company all property of the Company, including but not limited to pagers, keys, key cards, cellular phones, credit cards, personal and laptop computers, and other electronic equipment. Employee agrees that should Employee at any future time discover additional items of property belonging to the Company, Employee will promptly return such property to the Company.
4. **General Release.** Except as to such rights or claims as may be created by this Post Separation Release, Employee and Employee’s respective heirs, administrators, successors in interest, assigns and agents, hereby release and forever discharge the Company and its current and former officers, directors, shareholders, employees, representatives, attorneys, agents, members, trustees, administrators, owners, partners, insurers, fiduciaries, subsidiaries, parent companies, affiliates, related entities, assigns, predecessors and successors in interest, jointly and severally (referred to collectively hereafter as the “**Releasees**”), from any and all claims, demands, liabilities, suits, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, penalties, interest, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (referred to collectively hereafter as “**Claim**” or “**Claims**”), which Employee has at any time owned or held up to and including the date Employee signs this Post Separation Release, including, and without limiting the generality of the foregoing, any and all Claims arising out of, connected with, or relating to: (1) Employee’s employment with the Company or the termination of that employment; (2) any act or omission by or on the part of any of the Releasees; (3) any alleged violation of California Labor Code, applicable California Wage Order, Fair Labor Standards Act, or the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended; (4) any Claim arising under the Labor Code Private Attorneys General Act (PAGA), Labor Code §§ 2699, et seq.; (5) any federal, state or local law regulating compensation, salaries, wages, meal periods, rest periods, itemized wage statements, pay stubs

or payroll records, hours, bonuses, commissions, overtime, benefits, monies, pay, allowances, benefits, sick pay, severance pay, retention pay or benefits, paid leave benefits, vacation pay, penalties, interest or damages; (6) any Claim for violation of any federal, state or local law or regulation prohibiting discrimination, harassment or retaliation of any kind; (7) breach of any express or implied employment contract or agreement, wrongful discharge, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, fraud, misrepresentation, defamation, trespass, conversion, interference with prospective economic advantage, and invasion of privacy; and (8) that certain Participation Agreement, executed June 12, 2023 by and between WM Tech and Employee; (9) any other established and/or existing Company or executive bonus programs and (10) any Claim for attorneys' fees, costs or expenses. The foregoing general release does not apply to any Claim that cannot be released as a matter of law, as well as those obligations set forth in that certain Indemnification Agreement, dated December 5, 2022, by and between WM Tech and Employee. Nothing in this Post Separation Release prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency.

Employee agrees that the release provided by this Post Separation Release applies to any Claims brought by any person or agency on behalf of Employee or any class action, representative action or collective action pursuant to which Employee may have any right or benefit. Employee agrees not to participate in any class action, representative action or collective action that may include or encompass any of the Claims released by this Post Separation Release. With respect to any Claims released by this Post Separation Release, Employee further agrees not to accept any recovery or benefit that may be obtained on Employee's behalf by any other person or agency or in any class action, representative action or collective action, and does hereby assign any such recovery or benefit to the Company. In addition, Employee agrees that in the event Employee receives any notice from any claims administrator, attorney, law firm or other person purporting to represent Employee or any class or group which includes Employee, and such notice references any lawsuit or threatened lawsuit against the Company or any of the Releasees that encompasses any of the Claims released by this Post Separation Release, Employee will promptly notify such claims administrator, attorney, law firm, or other person that Employee does not wish to participate in and specifically "opts out" of any class action, representative action or collective action against the Company or any of the Releasees. Finally, by signing this Post Separation Release, Employee acknowledges and agrees that with respect to any Claims released by this Post Separation Release, Employee is not an "aggrieved employee," as that term is defined by PAGA.

5. Release of All Unknown Claims. The general release above is intended to be a full and final release covering all unsuspected, unknown, undisclosed and unanticipated Claims which may have arisen, or may arise, from any act or omission up to and including the date Employee signs this Post Separation Release, and which arise out of or are related, directly or indirectly, to the dealings between the Parties or any matters described in this Post Separation Release. Employee, and on behalf of anyone or any entity claiming through Employee, each waive any and all rights or benefits which they may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provision of Section 1542, and for the purpose of implementing a full and complete release and discharge, Employee expressly acknowledges that the general release above is intended to include and does include in its effect, without limitation, all Claims which Employee does not know or suspect to exist in Employee's favor against any of the Releasees up to and including the date Employee signs this Post Separation Release and that the release in this Post Separation Release expressly contemplates the extinguishment of all such Claims.

6. **Covenant Not to Sue.** Employee has not and will not directly or indirectly institute any legal action against the Releasees based upon, arising out of, or relating to any Claims released in this Post Separation Release. Employee has not and will not directly or indirectly encourage and/or solicit any third party to institute any legal action against the Releasees.

/s/ Duncan Grazier
Duncan Grazier

Dated: Nov 02, 2024

Exhibit 10.2

FIFTH AMENDMENT TO LEASE

I. PARTIES AND DATE.

This Fifth Amendment to Lease ("Amendment") dated September 30, 2024, is by and between **DISCOVERY BUSINESS CENTER LLC**, a Delaware limited liability company ("Landlord"), and **HOST MANAGEMENT GROUP, LLC**, a Delaware limited liability company ("Tenant").

II. RECITALS.

A. Landlord and Tenant (as successor-in-interest to Ghost Media Group, LLC, a Nevada limited liability company) entered into a lease dated November 11, 2013, as amended by a First Amendment to Lease and Consent to Assignment dated January 27, 2016, a Second Amendment to Lease dated April 7, 2017, a Third Amendment to Lease dated December 29, 2017, and a Fourth Amendment to Lease dated May 3, 2018 (collectively, the "Lease"), in connection with approximately 76,227 rentable square feet, consisting of approximately 31,407 rentable square feet of space located at 43 Discovery, Suite 200, Irvine, California (the "Giveback Space") and approximately 44,820 rentable square feet of space located at 41 Discovery, Irvine, California (the "Renewal Space").

B. Landlord and Tenant each desire to modify the Lease to terminate the Lease with respect to the Giveback Space, extend the Term in connection with the Renewal Space, adjust the Basic Rent and make such other modifications as are set forth in "III. MODIFICATIONS" next below.

III. MODIFICATIONS.

A. Termination as to the Giveback Space. The parties agree that Tenant's lease as to the Giveback Space will be terminated as of October 31, 2024 (the "Termination Date for the Giveback Space"), provided that such termination will not relieve Tenant of (i) any rent or other charges owed by Tenant, or other obligations required of Tenant, as are set forth in the Lease from and after the date of this Amendment through and including the Termination Date for the Giveback Space, (ii) any obligations which are set forth in this Amendment, and (iii) any indemnity or hold harmless obligations set forth in the Lease as to the Giveback Space. Tenant will quit and surrender possession of the Giveback Space to Landlord on or before the Termination Date for the Giveback Space as required by the provisions of the Lease, including, but not limited to Section 15.2 thereof.

B. Basic Lease Provisions. The Basic Lease Provisions are hereby amended as follows:

1. Effective as of November 1, 2024, Item 2 will be deleted in its entirety and the following substituted in lieu thereof:

"2. **Premises:** 41 Discovery, Irvine, CA 92618 (The Premises are more particularly set forth in Section 2.1.)

Address of Building: 41 Discovery, Irvine, CA 92618

Project: Discovery Park (as shown on **Exhibit Y** to this Lease)"

2. Item 5 is hereby deleted in its entirety and the following substituted in lieu thereof:

"5. **Lease Term:** The Term of this Lease will expire on February 28, 2030."

3. Effective retroactively as of August 1, 2024, if this Amendment is executed by Tenant and delivered to Landlord by September 30, 2024, otherwise, effective October 1, 2024, Item 6 will be deleted in its entirety and the following will be substituted in lieu thereof:

"6. **Basic Rent for the Giveback Space (i.e., 31,407 rsf)**

Months of Term or Period	Monthly Rate Per Square Foot	Monthly Basic Rent
8/1/24 to 10/31/24	\$2.65	\$83,228.55

Basic Rent for the Renewal Space (i.e., 44,820 rsf):

Months of Term or Period	Monthly Rate Per Square Foot	Monthly Basic Rent
8/1/24 to 7/31/25	\$1.75	\$78,435.00
8/1/25 to 7/31/26	\$1.81	\$81,124.20
8/1/26 to 7/31/27	\$1.87	\$83,813.40
8/1/27 to 7/31/28	\$1.93	\$86,502.60
8/1/28 to 7/31/29	\$2.00	\$89,640.00
8/1/29 to 2/28/30	\$2.07	\$92,777.40"

4. Effective as of November 1, 2024, Item 8 will be deleted in its entirety and the following substituted in lieu thereof:

"8. Floor Area of Premises: approximately 44,820 rentable square feet

Floor Area of Building: approximately 44,820 rentable square feet"

5. Effective as of November 1, 2024, Item 11 will be deleted in its entirety and the following substituted in lieu thereof:

"11. Parking: 202 parking spaces, together with the "Additional Parking", in accordance with the provisions set forth in **Exhibit F** to this Lease."

6. Effective as of November 1, 2024, Item 12 will be deleted in its entirety and the following substituted in lieu thereof:

"12. Address for Payments and Notices:

LANDLORD

Payment Registration Address:

Email tenantportal@irvinecompany.com to request an account for the Tenant Payment Portal.

TENANT

GHOST MANAGEMENT GROUP, LLC
41 Discovery
Irvine, CA 92618"

Notice Address:

THE IRVINE COMPANY LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: Senior Vice President,
Property Operations, Irvine Office Properties

C. **Floor Plan.** Effective as of November 1, 2024, **Exhibit A** to the Lease will be deleted in its entirety and **Replacement Exhibit A** attached hereto will be substituted in lieu thereof.

D. **Overnight Parking.** Notwithstanding anything to the contrary contained in the Lease, Tenant may use up to 5 of its allotted parking spaces for overnight parking of its company vehicles (which may include light commercial vans) so long as such vehicles are kept operational and in a presentable manner, and are parked behind the 41 Discovery Building; provided, however, Landlord will have the right to terminate Tenant's right to overnight parking upon 60 days' prior written notice to Tenant.

E. **Right to Extend the Lease.** The provisions of Section 1 of **Exhibit G** attached to the Lease, "Right to Extend this Lease", as amended, will remain in full force and effect and exercisable by Tenant during the Term, as extended herein.

F. **Right to First Refusal.** Section III.H of the Third Amendment to Lease, "Right of First Refusal", is hereby deleted in its entirety and of no further force or effect.

G. **Tenant Improvements.** Landlord hereby agrees to complete the Fifth Amendment Tenant Improvements in accordance with the provisions of **Exhibit X** attached hereto.

IV. GENERAL.

A. **Effect of Amendment.** The Lease will remain in full force and effect and unmodified except to the extent that it is modified by this Amendment.

B. Entire Agreement. This Amendment embodies the entire understanding between Landlord and Tenant with respect to the modifications set forth in "III. MODIFICATIONS" above and can be changed only by a writing signed by Landlord and Tenant.

C. Defined Terms. All words commencing with initial capital letters in this Amendment and defined in the Lease will have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.

D. Corporate and Partnership Authority. If Tenant is a corporation or partnership, or is comprised of either or both of them, each individual executing this Amendment for the corporation or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation or partnership and that this Amendment is binding upon the corporation or partnership in accordance with its terms.

E. Counterparts; Digital Signatures. This Amendment may be executed in one or more counterparts, each of which will constitute an original and all of which will be one and the same agreement. The parties expressly agree that one or each of the parties may execute and deliver this Amendment electronically using a certificate-based electronic signature and delivery software service approved and initiated by Landlord that provides an audit trail and method for authenticating signers (the "**Approved Service**"). The Approved Service will have the same legal effect as a handwritten signature and will be admissible evidence of the parties' mutual intent to be legally bound by this Amendment. The parties declare that they have received all of the information required to be fully aware of the certificate-based electronic signature software process and each party hereby waives any claim which it may have against the enforceability of this Amendment based on the use of the Approved Service.

F. California Certified Access Specialist Inspection. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises."

G. Brokers. Article 18 of the Lease is amended to provide that the parties recognize the following parties as the brokers who negotiated this Amendment, and agree that Landlord will be responsible for payment of brokerage commissions to such brokers pursuant to its separate agreements with such brokers: Irvine Management Company ("**Landlord's Broker**") is the agent of Landlord exclusively and CBRE, Inc. ("**Tenant's Broker**") is the agent of Tenant exclusively. By the execution of this Amendment, each of Landlord and Tenant hereby acknowledge and confirm (a) receipt of a copy of a Disclosure Regarding Real Estate Agency Relationship conforming to the requirements of California Civil Code 2079.16, and (b) the agency relationships specified herein, which acknowledgement and confirmation is expressly made for the benefit of Tenant's Broker. If there is no Tenant's Broker so identified herein, then such acknowledgement and confirmation is expressly made for the benefit of Landlord's Broker. By the execution of this Amendment, Landlord and Tenant are executing the confirmation of the agency relationships set forth herein. The warranty and indemnity provisions of Article 18 of the Lease, as amended hereby, will be binding and enforceable in connection with the negotiation of this Amendment.

[Remainder of page intentionally left blank.]

V. EXECUTION.

Landlord and Tenant executed this Amendment on the date as set forth in "I. PARTIES AND DATE." above.

LANDLORD:

DISCOVERY BUSINESS CENTER LLC,
a Delaware limited liability company

TENANT:

GHOST MANAGEMENT GROUP, LLC,
a Delaware limited liability company

By: /s/ Steven M. Case

Steven M. Case
Executive Vice President
Office Properties

By: /s/ Doug Francis

Doug Francis
Chief Executive Officer

By: /s/ Holly McManus

Holly McManus
Regional Vice President, Operations
Office Properties

By: /s/ Brian Camire

Brian Camire
General Counsel

REPLACEMENT EXHIBIT A

DESCRIPTION OF PREMISES

41 Discovery

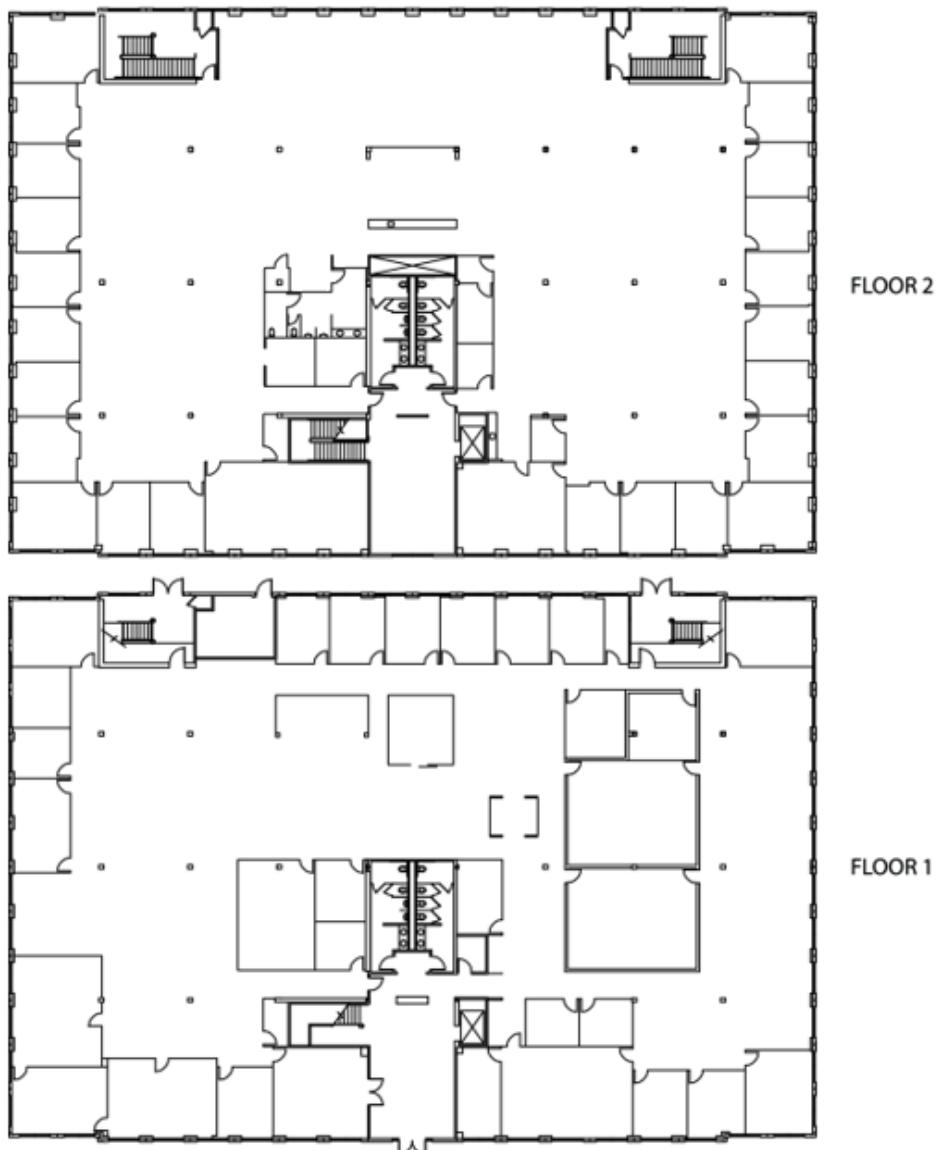


EXHIBIT X

**FIFTH AMENDMENT WORK LETTER
BUILD TO SUIT**

Landlord, at Landlord's sole cost, will cause its contractor to modify the HVAC controls in the Renewal Space to Landlord's DDC system and upgrade the lighting within the Renewal Space with new LED fixtures (with a Kelvin temperature specified at 3500K) and controls (collectively, the "**Fifth Amendment Tenant Improvements**") as shown in the space plan (the "**Fifth Amendment Plan**") prepared by LPA, Inc. and dated June 24, 2024. Any additional cost resulting solely and directly from changes requested by Tenant will be borne solely by Tenant and paid to Landlord as set forth below for a change request. Unless otherwise specified in the Fifth Amendment Plan or hereafter agreed in writing by Landlord, all materials and finishes utilized in constructing the Fifth Amendment Tenant Improvements will be Landlord's building standard. If Landlord submits any additional plans, equipment specification sheets, or other matters to Tenant for approval or completion, Tenant will respond in writing, as appropriate, within 5 business days unless a shorter period is provided herein. Tenant will not unreasonably withhold its approval of any matter, and any disapproval will be limited to items not previously approved by Tenant in the Fifth Amendment Plan or otherwise.

In the event that Tenant requests in writing a revision in the Fifth Amendment Plan or in any other plans hereafter approved by Tenant, then provided such change request is acceptable to Landlord, Landlord will advise Tenant by written change order of any additional cost such change would cause. Tenant will approve or disapprove such change order in writing within 2 business days following its receipt. Tenant's approval of a change order will not be effective unless accompanied by payment in full of the additional cost of the tenant improvement work resulting from the change order (unless such additional cost is less than \$25,000.00 in which case 50% of the additional cost will be due within 21 days of Tenant's approval of the change order, and the remaining 50% will be due within 30 days of Landlord's substantial completion of all the work required to be completed by Landlord pursuant to this Fifth Amendment Work Letter (but for minor punch list matters, and Landlord obtaining any requisite governmental approvals for Tenant's occupancy in connection with such work). It is understood that Landlord will have no obligation to interrupt or modify the tenant improvement work pending Tenant's approval of a change order.

It is understood that all of the Fifth Amendment Tenant Improvements will be done during Tenant's occupancy of the Renewal Space; provided, however, that Landlord will provide Tenant with reasonable notice prior to commencing construction, and shall cause its contractor to work with Patrick McGraw prior to commencement of construction to create a daily work plan reasonably acceptable to each party. Such notice may be effectuated in accordance with Article 16 of this Lease, or via email or telephone to Patrick McGraw as described below.

Tenant further agrees that it will be solely responsible for relocating its office equipment and furniture in the Renewal Space in order for Landlord to complete the work in the Renewal Space and that no rental abatement will result while the Fifth Amendment Tenant Improvements are completed in the Renewal Space.

Tenant hereby designates Patrick McGraw, Telephone No. (714) 305-0203, Email: pmcgraw@weedmaps.com, as its representative, agent and attorney-in-fact for the purpose of receiving notices, approving submittals and issuing requests for changes, and Landlord will be entitled to rely upon authorizations and directives of such person(s) as if given by Tenant. Tenant may amend the designation of its construction representative(s) at any time upon delivery of written notice to Landlord.

Ghost Management Group, LLC
41 Discovery
Irvine, California 92618

November 7, 2024

Dear Doug Francis:

This letter is to memorialize the offer of continued employment (this **Offer**) made to you by Ghost Management Group, LLC, a subsidiary of WM Technology, Inc. (collectively, the "**Company**"), and to set forth the specific terms and conditions of your employment with the Company.

- 1) **Position.** The Company hereby offers you the full-time, exempt position of Chief Executive Officer (**CEO**). In this position, you will report to the Board of Directors of WM Technology, Inc. (the "**Board**"). You will work as necessary and appropriate from your home or in the Company's Austin, Texas location.
- 2) **At-Will Employment.** Subject to the terms and conditions of this Offer, the Company agrees to employ you and, subject to your acceptance, you agree to continue your employment with the Company in the CEO role commencing immediately. You shall remain employed on an at-will basis, meaning that either the Company or you may, at any time, with or without cause and with or without advance notice, terminate the employment relationship; provided that the termination of your employment in of itself shall not constitute your removal or resignation from the Board. You and the Company agree that it is the express intent of each that your employment shall be at-will. Nothing in this Offer or the relationship between you and the Company now or in the future may be construed or interpreted to create an employment relationship for a specific length of time or any right to continued employment. No employee or representative of the Company has the authority to modify the at-will nature of this Offer, except for the Board, and any such modification to the at-will employment status must be in a written agreement signed by both you and an authorized representative of the Board. This Offer constitutes an integrated agreement with respect to the at-will nature of the employment relationship, and there may be no implied or oral agreements that in any way modify this at-will employment policy.
- 3) **Duties.** In your role as CEO, you shall be the Company's principal executive officer, with responsibilities commensurate with those generally expected of your title as well as any set forth in the Company's Bylaws and other governing documents, as modified from time to time by you and the Board. While you remain employed in such role, you agree to use good faith efforts to discharge your obligations under this Offer. You represent and warrant to the Company that you are not party to any contract, understanding, agreement or policy, written or otherwise, that would be breached by your entering into, or performing services under, this Offer.
- 4) **Other Business Interests.** The Company acknowledges that you have other business interests, including employment and/or ownership of certain businesses in or related to the cannabis industry, which may take up a substantial portion of your time. While

acknowledging these interests, the Company expects you to devote the amount of time and attention as is reasonably required to adequately and appropriately discharge your duties as CEO.

5) Compensation and Benefits.

- a. Salary. Upon commencement of your role as CEO, you will receive a base salary at the rate of **Seven Hundred Fifty Thousand Dollars (\$750,000)**, annualized, payable in accordance with the Company's normal payroll practices, which currently operates on a biweekly pay period basis.
- b. Annual Bonus. In addition, you will be eligible to earn an annual bonus for each calendar year of employment with a bonus target of one hundred percent (100%) of your annual base salary. The attainment of such bonus, and the amount of such bonus, will be based upon the achievement of certain performance goals established annually by the Compensation Committee of the Board (the "**Compensation Committee**"). Except as may be applicable and set forth in the Severance Plan (as defined below), the bonus is not earned until paid and no prorated amount will be paid if your employment terminates prior to the bonus payment date. Any bonus payable hereunder shall be paid within the "short-term deferral" period provided under Treasury Regulation Section 1.409A-1(b)(4).
- c. Equity. Contingent upon the approval of the Board, you will be granted incentive equity compensation pursuant to the terms of the Company's 2021 Equity Incentive Plan (the "**Incentive Plan**") of (i) service-based vesting restricted stock units ("**RSUs**") with a grant date fair value of \$3,995,000.00, and (ii) performance-based vesting restricted stock units ("**PRSUs**") with a grant date fair value of \$3,995,000.00, the terms of which shall be set forth in the Incentive Plan, and an RSU Grant Notice and Award Agreement in the case of the RSUs and a PRSU Grant Notice and Award Agreement in the case of the PRSUs. You may receive additional equity compensation at the discretion of the Board.
- d. Severance Benefits. Contingent upon approval of the Board, you will be (i) an "Eligible Employee" as described in the Company's Severance and Change in Control Plan (the "**Severance Plan**") and (ii) offered the opportunity to enter into a Participation Agreement (as defined in the Severance Plan).
- e. Withholdings and Deductions. All payments made under this Offer by the Company shall be subject to all required federal, state, and local withholdings and such other deductions as you may properly instruct the Company to take.
- f. Benefits. You will be entitled to employee benefits on the same basis as those benefits are made available to other similarly situated Company employees. Your rights under any benefit policies or plans adopted by the Company shall be governed solely by the terms of such policies or plans. The Company reserves to

itself or its designated administrator the exclusive authority and discretion to determine all issues of eligibility, interpretation and administration of each such benefit plan or policy. Subject to the terms and conditions of the benefit plans, Company or its designated administrator reserves the right to modify or terminate each Company benefit plan or program with or without prior notice to employees. Details about current benefit plans and programs are available in the office of the Company's benefits administrator.

- g. Vacation. You will receive paid vacation according to the Company's Vacation policy set forth in the Company's Employee Handbook as may be amended from time to time (the "**Employee Handbook**"). You will be eligible to accrue paid vacation at the rate set forth in the Employee Handbook. Payment of any accrued but unused vacation will be made upon termination of employment.
- h. Paid Sick Leave. You will be eligible for paid sick leave according to the Company's Sick Leave policy set forth in the Employee Handbook.
- i. Health Benefits. The Company shall directly pay or reimburse you the annual membership fee for a concierge medical care plan selected by you (the "Plan"), subject to a maximum yearly amount of Twenty-Four Thousand Dollars (\$24,000). However, to the extent that you are required to pay or have withheld any Federal, state or local income, FICA, FUTA and other similar taxes (the "Taxes") with respect to the payment or reimbursement for the Plan, the Company shall provide you with a gross-up payment so that the net amount received and retained by you, after taking into account withholdings and payments for the Taxes, equals the amount that you would have received had there been no Taxes on the Plan.
- j. Exclusive Compensation. You agree that your compensation under this Compensation and Benefits Section constitutes the full and exclusive consideration and compensation for all services rendered by you as CEO under this Offer.
- k. Clawback Provisions. Notwithstanding any other provisions in this Offer to the contrary, any incentive-based compensation paid to you pursuant to this Offer or any other agreement or arrangement with the Company or any of its affiliates, which is subject to recovery under the Company's Incentive Compensation Recoupment Policy or any law, government regulation or stock exchange listing requirement, will be subject to such recovery as may be required to be made pursuant to such policy, law, government regulation or stock exchange listing requirement (or any other policy adopted by the Company or any of its affiliates pursuant to any such law, government regulation or stock exchange listing requirement).

6) Miscellaneous.

- a. Policies and Procedures. You agree to adhere to Company policies and procedures, including the policies contained in the Employee Handbook, which you received when you began employment. From time to time, Company policies and procedures may be amended by the Company and will be called to your attention.
- b. Right to Work. This Offer is conditional upon your having the unrestricted right to work in the United States. The Company is in receipt of your completed federal Form I-9. For further information, see <https://www.uscis.gov/i-9>.
- c. Confidential Information and Inventions Assignment Agreement. The Confidential Information and Inventions Assignment Agreement, which you executed on August 15, 2023 will continue in full force and effect.
- d. Arbitration Agreement. The Mutual Agreement to Arbitrate All Disputes, which you executed on August 15, 2023 will continue in full force and effect.
- e. No Reliance. You acknowledge that you are not resigning any employment in reliance on any promise or representation by the Company regarding the kind, character, or existence of such work, or the length of time such work will last, or the compensation therefore.
- f. Prior Agreements. This Offer supersedes all previous offers of employment, including the offer letter dated August 15, 2023, between you and the Company. Nothing in this Offer shall amend, supplement, modify or supersede any other agreement that you or your affiliates have entered into with the Company or its affiliates, or any right, privilege or remedy available to you under the governing documents of the Company or its affiliates.
- g. Governing Law; Severability. The validity, interpretation, construction and performance of this Offer will be governed by the laws of the State of Texas, without regard for the state's conflict of laws provisions. The invalidity or unenforceability of any provision or provisions of this Offer will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.
- h. Successors. This Offer will be binding upon and inure to the benefit of (i) your heirs, executors and legal representatives upon your death and (ii) any successor of the Company. Any successor of the Company will be deemed substituted for the Company under the terms of this Offer for all purposes.

[Remainder of Page Intentionally Left Blank]

If you accept the terms of the foregoing offer of employment, please so indicate by signing and dating below and returning it to the Company's attention.

Sincerely,

GHOST MANAGEMENT GROUP, LLC

By: WM Holding Company, LLC, its Manager

By: WM Technology, Inc., its Managing Member

By: /s/ Brenda Freeman

Brenda Freeman, Director

ACCEPTED AND AGREED:

/s/ Doug Francis

Print Name: Doug Francis

Date: Nov 7 , 2024

CERTIFICATION
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Douglas Francis, certify that:

I have reviewed this Quarterly Report on Form 10-Q of WM Technology, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 12, 2024

By: /s/ Douglas Francis

 Douglas Francis

Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Susan Echard, certify that:

I have reviewed this Quarterly Report on Form 10-Q of WM Technology, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 12, 2024

By: /s/ Susan Echard

Susan Echard

Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATIONS OF EXECUTIVE CHAIR AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Douglas Francis, the Chief Executive Officer of WM Technology, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of WM Technology, Inc. for the quarterly period ended September 30, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of WM Technology, Inc.

Date: November 12, 2024

By: /s/ Douglas Francis

Douglas Francis
Chief Executive Officer
(*Principal Executive Officer*)

I, Susan Echard, the Chief Financial Officer of WM Technology, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of WM Technology, Inc. for the quarterly period ended September 30, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of WM Technology, Inc.

Date: November 12, 2024

By: /s/ Susan Echard

Susan Echard
Chief Financial Officer
(*Principal Financial Officer and Principal
Accounting Officer*)