

REFINITIV

DELTA REPORT

10-Q

FORGE GLOBAL HOLDINGS, IN

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 1198

■ CHANGES	153
■ DELETIONS	328
■ ADDITIONS	717

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

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

For the quarterly period ended **March 31, June 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 **001-04321**

Forge Global Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

98-1561111

(State or other jurisdiction of incorporation or organization)

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

4 Embarcadero Center

Floor 15

San Francisco, CA 94111

(Address of principal executive offices, including zip code)

(415) 881-1612

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	FRGE	The New York Stock Exchange

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit 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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Unless the context otherwise requires, references in this Quarterly Report on Form 10-Q (this "Report") to "Forge," the "Company," "us," "we," "our," and any related terms are intended to mean Forge Global Holdings, Inc. and its consolidated subsidiaries.

Certain statements in this Report may constitute "forward-looking statements" for purposes of the federal securities laws. Our forward-looking statements include, but are not limited to, statements regarding our or our management team's expectations, hopes, beliefs, intentions, or strategies regarding the future. In addition, any statements that refer to projections, forecasts, or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intends," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "will," "would," and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Report may include, for example, statements about our ability to:

- effectively respond to general changing macroeconomic and business conditions;
- execute our business strategy, including monetization of services provided;
- anticipate the uncertainties inherent in the development of new business lines, strategies, products, and services;
- anticipate rapid technological changes; changes and competitive threats;
- respond to uncertainties associated with product and service development and market acceptance;
- increase brand awareness;
- attract, train, and retain effective officers, employees, directors, and other key personnel;
- acquire, develop, and protect intellectual property;
- maintain key strategic relationships with partners;
- anticipate the significance and timing of contractual obligations;
- enhance future operating and financial results;
- respond to fluctuations in interest rates and foreign currency exchange rates;
- finance operations on an economically viable basis;
- meet future capital adequacy and liquidity requirements;
- obtain additional capital, including use of the debt market;
- comply with laws and regulations applicable to our business;
- stay abreast of modified or new laws and regulations that would apply to our business;
- manage cyber and technology risk management processes, including incident management processes;
- upgrade and maintain information technology systems;
- maintain disaster recovery and business continuity planning controls;
- manage vendor and third party processes;
- access, collect, adequately support data governance and use data privacy controls related to personal information and other data about consumers; consumer data;
- maintain the listing of our securities on the NYSE or another national securities exchange;
- anticipate the impact of, and response to, new accounting standards;
- anticipate the impact of new tax laws that would apply to our business; and
- successfully defend litigation.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Report.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors, including those described in the section titled "Risk Factors" and elsewhere in this Report. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties 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 Report. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

Neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Moreover, the forward-looking statements made in this Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any after the date of this Report 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, partnerships, mergers, dispositions, joint ventures, or investments we may make.

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

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Part I - Financial Information

FORGE GLOBAL HOLDINGS, INC.

Unaudited Condensed Consolidated Balance Sheets

(In thousands of U.S. dollars, except share and per share data)

	March 31, 2024	December 31, 2023
	June 30, 2024 (Unaudited)	December 31, 2023
Assets		
Current assets:		
Current assets:		
Current assets:		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		
Restricted cash		
Accounts receivable, net		
Prepaid expenses and other current assets		
Prepaid expenses and other current assets		
Prepaid expenses and other current assets		
Total current assets		
Internal-use software, property and equipment, net		
Goodwill and other intangible assets, net		

Operating lease right-of-use assets		
Payment-dependent notes receivable, noncurrent		
Other assets, noncurrent		
Total assets		
Liabilities and stockholders' equity		
Current liabilities:		
Current liabilities:		
Current liabilities:		
Accounts payable		
Accounts payable		
Accounts payable		
Accrued compensation and benefits		
Accrued expenses and other current liabilities		
Operating lease liabilities, current		
Total current liabilities		
Total current liabilities		
Total current liabilities		
Operating lease liabilities, noncurrent		
Payment-dependent notes payable, noncurrent		
Warrant liabilities		
Other liabilities, noncurrent		
Total liabilities		
Commitments and contingencies (Note 8)	Commitments and contingencies (Note 8)	Commitments and contingencies (Note 8)
Stockholders' equity:		
Common stock, \$0.0001 par value; 180,011,227 and 176,899,814 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively		
Common stock, \$0.0001 par value; 180,011,227 and 176,899,814 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively		
Common stock, \$0.0001 par value; 180,011,227 and 176,899,814 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively		
Treasury stock, at cost; 157,193 shares as of March 31, 2024 and December 31, 2023, respectively		
Common stock, \$0.0001 par value; 182,670,074 and 176,899,814 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively		
Common stock, \$0.0001 par value; 182,670,074 and 176,899,814 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively		
Common stock, \$0.0001 par value; 182,670,074 and 176,899,814 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively		
Treasury stock, at cost; 157,193 shares as of June 30, 2024 and December 31, 2023, respectively		
Additional paid-in capital		
Accumulated other comprehensive income		
Accumulated deficit		
Total Forge Global Holdings, Inc. stockholders' equity		
Noncontrolling Interest		
Noncontrolling interest		
Total stockholders' equity		
Total liabilities and stockholders' equity		

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

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Operations

(In thousands of U.S. dollars, except share and per share data)

	Three Months Ended March 31,		
	Three Months Ended June 30,		Six Months Ended June 30,
	2024	2023	
Revenues:			
Marketplace revenues			
Marketplace revenues			
Marketplace revenues			
Custodial administration fees			
Total revenues			
Transaction-based expenses:			
Transaction-based expenses			
Transaction-based expenses			
Transaction-based expenses			
Total revenues, less transaction-based expenses			
Operating expenses:			
Compensation and benefits			
Compensation and benefits			
Compensation and benefits			
Technology and communications			
Professional services			
Advertising and market development			
Rent and occupancy			
General and administrative			
Depreciation and amortization			
Total operating expenses			
Operating loss			
Interest and other income (expense):			
Interest income			
Interest income			
Interest income			
Change in fair value of warrant liabilities			
Other income, net			
Total interest and other income (expense)			
Loss before provision for income taxes			
Provision for income taxes			
Net loss			
Net loss attributable to noncontrolling interest			
Net loss attributable to Forge Global Holdings, Inc.			
Net loss per share attributable to Forge Global Holdings, Inc. common stockholders:			
Basic			
Basic			
Basic			
Diluted			
Weighted-average shares used in computing net loss per share attributable to Forge Global Holdings, Inc. common stockholders:			
Basic			
Basic			
Basic			

Diluted

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

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Comprehensive Loss
(In thousands of U.S. dollars)

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2024	2023	2024	2023	2023
Net loss						
Foreign currency translation adjustment						
Comprehensive loss						
Less: Comprehensive (loss) income attributable to noncontrolling interest						
Less: Comprehensive loss attributable to noncontrolling interest						
Comprehensive loss attributable to Forge Global Holdings, Inc.						

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity (Deficit)
(In thousands of U.S. dollars, except share data)

	Common Stock Shares	Common Stock Capital	Additional Paid-In Capital	Accumulated Deficit	Accumulated Comprehensive Income (Loss)	Other Comprehensive Income (Loss)	Noncontrolling Interest	Total	Common Stock Capital	Additional Paid-In Capital	Accumulated Deficit	Accumulated Comprehensive Income (Loss)	Other Comprehensive Income (Loss)	Noncontrolling Interest	Total
Balance as of Balance as of															
December 31, 2023															
Balance as of Balance as of															
December 31, 2023															
Balance as of Balance as of															
December 31, 2023															
Balance as of December 31,															
2023															
Balance as of December 31,															
2023															
Balance as of December 31,															
2023															
Issuance of common stock															
upon release of restricted stock units															
Tax withholding related to															
vesting of restricted stock units															
Issuance of common stock															
upon exercise of vested options															
Vesting of early exercised stock options and restricted stock awards															
Stock-based compensation expense															
Net loss															

Foreign-currency translation
adjustment

**Balance as of Balance as of
March 31, 2024**

Balance as of March 31, 2024

Issuance of common stock
upon release of restricted stock
units

Tax withholding related to
vesting of restricted stock units

Issuance of common stock
upon exercise of vested options

Repurchase of early exercised
stock options

Vesting of early exercised stock
options and restricted stock
awards

Stock-based compensation
expense

Net loss

Foreign-currency translation
adjustment

Balance as of June 30, 2024

(*) amount less than 1

	Common Stock			Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss			Noncontrolling Interest		Total
	Shares	Amount	Treasury Stock								
Balance as of December 31, 2022	172,560,916	\$ 18	\$ —	\$ 509,094	\$ (190,418)	\$ 693	\$ 6,074	\$ 325,461			
Issuance of common stock upon release of restricted stock units	1,464,968	(*)	—	(*)	—	—	—	—	—	—	
Tax withholding related to vesting of restricted stock units	(326,812)	(*)	—	(557)	—	—	—	—	—	(557)	
Issuance of common stock upon exercise of vested options	117,215	(*)	—	61	—	—	—	—	—	61	
Repurchase of early exercised stock options	(8,132)	(*)	—	—	—	—	—	—	—	—	
Vesting of early exercised stock options and restricted stock awards	—	—	—	131	—	—	—	—	—	131	
Stock-based compensation expense	—	—	—	7,401	—	—	—	—	—	7,401	
Net loss	—	—	—	—	(21,188)	—	—	(73)	—	(21,261)	
Foreign-currency translation adjustment	—	—	—	—	—	137	91	—	—	228	
Balance as of March 31, 2023	173,808,155	\$ 18	\$ —	\$ 516,130	\$ (211,606)	\$ 830	\$ 6,092	\$ 311,464			

FORGE GLOBAL HOLDINGS, INC.

Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity
(In thousands of U.S. dollars, except share data)

	Common Stock			Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)			Noncontrolling Interest		Total
	Shares	Amount	Treasury Stock								
Balance as of December 31, 2022	172,560,916	\$ 18	\$ —	\$ 509,094	\$ (190,418)	\$ 693	\$ 6,074	\$ 325,461			

Issuance of common stock upon release of restricted stock units	1,464,968	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(326,812)	(*)	—	(557)	—	—	—	(557)
Issuance of common stock upon exercise of vested options	117,215	(*)	—	61	—	—	—	61
Repurchase of early exercised stock options	(8,132)	(*)	—	—	—	—	—	—
Vesting of early exercised stock options and restricted stock awards	—	—	—	131	—	—	—	131
Stock-based compensation expense	—	—	—	7,401	—	—	—	7,401
Net loss	—	—	—	—	(21,188)	—	(73)	(21,261)
Foreign-currency translation adjustment	—	—	—	—	—	137	91	228
Balance as of March 31, 2023	173,808,155	\$ 18	\$ —	\$ 516,130	\$ (211,606)	\$ 830	\$ 6,092	\$ 311,464
Issuance of common stock upon release of restricted stock units	243,473	(*)	—	(*)	—	—	—	—
Issuance of common stock upon exercise of vested options	335,085	(*)	—	269	—	—	—	269
Vesting of early exercised stock options and restricted stock awards	—	—	—	67	—	—	—	67
Stock-based compensation expense	—	—	—	8,809	—	—	—	8,809
Net loss	—	—	—	—	(24,889)	—	(211)	(25,100)
Foreign-currency translation adjustment	—	—	—	—	—	(32)	(21)	(53)
Balance as of June 30, 2023	174,386,713	\$ 18	\$ —	\$ 525,275	\$ (236,495)	\$ 798	\$ 5,860	\$ 295,456

(*) amount less than 1

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

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Cash Flows
(In thousands of U.S. dollars)

	Three Months Ended		Six Months Ended	
	March 31,		June 30,	
	2024	2024	2023	2024
Cash flows from operating activities:				
Net loss				
Net loss				
Net loss				
Adjustments to reconcile net loss to net cash (used in) provided by operations:				
Adjustments to reconcile net loss to net cash used in operations:				
Share-based compensation				
Share-based compensation				
Share-based compensation				
Depreciation and amortization				
Amortization of right-of-use assets				
Allowance for doubtful accounts				
Impairment of right-of-use assets				
Loss on impairment of long lived assets				
Impairment of right-of-use assets				
Allowance for doubtful accounts				

Change in fair value of warrant liabilities	
Changes in operating assets and liabilities:	
Changes in operating assets and liabilities:	
Accounts receivable	
Accounts receivable	
Accounts receivable	
Prepaid expenses and other assets	
Accounts payable	
Accrued expenses and other liabilities	
Accrued compensation and benefits	
Operating lease liabilities	
Other	
Net cash used in operating activities	
Cash flows from investing activities:	
Purchases of property and equipment	
Purchases of property and equipment	
Receipts of term deposit maturities	
Receipts of term deposit maturities	
Receipts of term deposit maturities	
Purchases of property and equipment	
Net cash used in investing activities	
Net cash used in investing activities	
Net cash used in investing activities	
Purchases of term deposits	
Purchases of term deposits	
Purchases of term deposits	
Net cash provided by (used in) investing activities	
Net cash provided by (used in) investing activities	
Net cash provided by (used in) investing activities	
Cash flows from financing activities:	
Proceeds from exercise of options	
Proceeds from exercise of options	
Proceeds from exercise of options	
Taxes withheld and paid related to net share settlement of equity awards	
Net cash used in financing activities	
Effect of changes in currency exchange rates on cash and cash equivalents	
Net decrease in cash and cash equivalents	
Cash, cash equivalents and restricted cash, beginning of the period	
Cash, cash equivalents and restricted cash, end of the period	
Reconciliation of cash, cash equivalents and restricted cash to the amounts reported within the consolidated balance sheets	
Reconciliation of cash, cash equivalents and restricted cash to the amounts reported within the consolidated balance sheets	
Reconciliation of cash, cash equivalents and restricted cash to the amounts reported within the consolidated balance sheets	
Cash and cash equivalents	
Cash and cash equivalents	
Cash and cash equivalents	
Restricted cash	
Total cash, cash equivalents and restricted cash, end of the period	

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Cash Flows
(In thousands of U.S. dollars)

	Three Months Ended		Six Months Ended	
	March 31, 2024	2024	June 30, 2024	2024
Supplemental disclosure of non-cash investing and financing activities:				
Lease liabilities arising from obtaining right-of-use assets				
Lease liabilities arising from obtaining right-of-use assets				
Lease liabilities arising from obtaining right-of-use assets				
Vesting of early exercised stock options and restricted stock awards				
Property and equipment purchases not yet paid				
Issuance of common stock upon release of restricted stock units				

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

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and Description of Business

Forge Global Holdings, Inc. (the "Company" and f/k/a Motive Capital Corp) is a financial services platform headquartered in San Francisco, California. The Company offers a trusted trading platform, proprietary data, and insights to inform investment strategies, along with custody services to help companies, stockholders, institutions, and accredited investors confidently navigate and transact in the private market. The Company's scaled and integrated business model is at the nexus of the private market ecosystem, which it believes creates a sustaining competitive advantage fueling its customers' participation in the private market and the Company's growth.

On March 21, 2022 (the "Closing Date"), the Company consummated the Business Combination (as defined below) pursuant to the terms of the Agreement and Plan of Merger dated September 13, 2021 (the "Merger Agreement"), by and among Motive Capital Corp, a blank check company incorporated as a Cayman Islands exempted company in 2020 ("MOTV"), FGI Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of MOTV ("Merger Sub"), and Forge Global, Inc., a Delaware corporation ("Legacy Forge"). Pursuant to the Merger Agreement, on the Closing Date, immediately prior to the consummation of the Business Combination, MOTV changed its jurisdiction of incorporation from the Cayman Islands to the State of Delaware and changed its corporate name to "Forge Global Holdings, Inc." (the "Domestication"). On the Closing Date, Merger Sub merged with and into Legacy Forge (the "Merger"), with Legacy Forge surviving the Merger as a direct, wholly-owned subsidiary of the Company (together with the Merger, the Domestication, and the other transactions contemplated by the Merger Agreement, the "Business Combination"). The Merger was accounted for as a reverse recapitalization with Legacy Forge being the accounting acquirer and MOTV as the acquired company for accounting purposes. The shares and net loss per common share prior to the Merger were retroactively restated as shares reflecting the exchange ratio (the "Exchange Ratio") as established by the Merger Agreement (each outstanding share of Legacy Forge Class A common stock was exchanged for 3.122931 shares of the Company's common stock, including all shares of Legacy Forge preferred stock, which were converted to shares of Legacy Forge's Class A common stock immediately prior to the Merger). See Note 3, "Capitalization" for additional information.

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its subsidiaries and have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") and in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"). All intercompany balances and transactions have been eliminated in consolidation.

In the normal course of business, the Company has transactions with various investment entities. In certain instances, the Company provides investment advisory services to pooled investment vehicles (each, an "Investment Fund"). The Company does not have discretion to make any investment, except for the specific investment for which an Investment Fund was formed. The Company performs an assessment to determine (a) whether the Company's investments or other interests will absorb portions of a variable interest entity's expected losses or receive portions of the entity's expected residual returns and (b) whether the Company's involvement, through holding interests directly or indirectly in the entity, would give it a controlling financial interest. The Company consolidates entities in which it, directly or indirectly, is determined to have a controlling financial interest. The Company has a majority ownership interest in Forge Europe GmbH ("Forge Europe") and accounts for Forge Europe as a fully consolidated subsidiary. The remaining interest, held by **DBAG (a related party of the Company)** Deutsche Börse Aktiengesellschaft ("DBAG"), is reported as a noncontrolling interest in the unaudited condensed consolidated financial statements. **DBAG is a related party of the Company.**

There have been no changes to the Company's significant accounting policies described in the audited consolidated financial statements for the year ended December 31, 2023, that have had a material impact on these unaudited condensed consolidated financial statements and related notes.

Segment Information

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The Company operates as a single operating segment and reportable segment. The Company's chief operating decision maker is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, assessing financial performance, allocating resources, and evaluating the Company's financial performance.

Unaudited Interim Condensed Consolidated Financial Information

The accompanying interim condensed consolidated financial statements as of **March 31, 2024** June 30, 2024 and for the three and six months ended **March 31, 2024** June 30, 2024 and 2023, and accompanying notes are unaudited. These unaudited interim condensed consolidated financial statements (the "unaudited condensed consolidated financial statements") have been prepared in accordance with GAAP applicable to interim financial statements. These financial statements are presented in accordance with the rules and regulations of the SEC and do not include all disclosures normally required in annual consolidated financial statements prepared in accordance with GAAP. As such, the information included herein should be read in conjunction with the consolidated financial statements and accompanying notes as of and for the year ended December 31, 2023 (the "audited consolidated financial statements") that ~~was~~ were included in the Company's Annual Report on Form 10-K filed on March 26, 2024, which provides a more complete discussion of the Company's accounting policies and certain other information. In management's opinion, the unaudited interim condensed consolidated financial statements have been prepared on the same basis as the annual financial statements, which include only normal recurring adjustments, necessary for a fair statement of the Company's financial position as of **March 31, 2024** June 30, 2024 and its condensed consolidated results of operations and cash flows for the three and six months ended **March 31, 2024** June 30, 2024 and 2023. The results of operations for the three and six months ended **March 31, 2024** June 30, 2024 are not necessarily indicative of the results expected for the year ending December 31, 2024 or any other future interim or annual periods.

Use of Estimates

The preparation of 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Such management estimates include, but are not limited to, collectability of accounts receivable, the fair value of financial assets and liabilities, the useful lives of acquired intangible assets and property and equipment, the impairment of long-lived assets and goodwill, the fair value of warrants, equity awards, and share-based compensation expenses, including the derived service period for the awards containing market-based vesting conditions, and the valuation of deferred tax assets. These estimates are inherently subjective in nature and, therefore, actual results may differ from the Company's estimates and assumptions. The Company bases its estimates on historical experience and also on assumptions that it believes are reasonable. Further, the Company applies judgment in determining whether, directly or indirectly, it has a controlling financial interest in the Investment Funds, in order to conclude whether any of the Investment Funds must be consolidated.

The Company believes the estimates and assumptions underlying the unaudited condensed consolidated financial statements are reasonable and supportable based on the information available as of **March 31, 2024** June 30, 2024. These estimates may change as new events occur and additional information is obtained, and related financial impacts will be recognized in the Company's consolidated financial statements as soon as those events become known.

Goodwill and Other Intangible Assets, Net

Goodwill represents the excess of the aggregate fair value of the consideration transferred in a business combination over the fair value of the assets acquired, net of liabilities assumed. Goodwill is not amortized but is tested for impairment annually on October 1, or more frequently if events or changes in circumstances indicate the goodwill may be impaired. The Company's 2023 annual goodwill impairment test resulted in no goodwill impairment.

Acquired intangible assets also consist of identifiable intangible assets, primarily software technology, launched in-process research and development ("IPR&D") asset, website, trade name, and customer relationships, resulting from business acquisitions. Finite-lived intangible assets are recorded at fair value on the date of acquisition and are amortized over their estimated useful lives. The Company bases the useful lives and related amortization expense on its estimate of the period that the assets will generate revenues or otherwise be used.

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Concentration of Credit Risks

The Company's exposure to credit risk associated with its contracts with holders of private company equity ("sellers") and investors ("buyers") related to the transfer of private securities is measured on an individual counterparty basis. Concentrations of credit risk can be affected by changes in political, industry, or economic factors. To reduce the

potential for risk concentration, the Company's exposure is monitored in light of changing counterparty and market conditions. As of **March 31, 2024** **June 30, 2024** and December 31, 2023, the Company did not have any material concentrations of credit risk outside the ordinary course of business.

As of **March 31, 2024** **June 30, 2024** and December 31, 2023, no customers accounted for more than 10% of the Company's accounts receivable. No customer accounted for more than 10% of total revenue, less transaction-based expenses, for the three **and six** months ended **March 31, 2024** **June 30, 2024** and 2023.

Revenue by Geographic Location

For the three **and six** months ended **March 31, 2024** **June 30, 2024** and 2023, revenue outside of the United States (including U.S. territories), based on customer billing address, was **\$1.5 million** **\$1.8 million**, **\$3.3 million**, **\$1.0 million**, and **\$0.9 million** **\$1.9 million**, respectively.

Comprehensive Loss

Comprehensive loss consists of Net loss and Other comprehensive income or loss. The Company's Other comprehensive income or loss is comprised of foreign currency translation gains and losses. Accumulated other comprehensive loss, as presented in the condensed consolidated financial statements, consists of changes in unrealized gains and losses on foreign currency translation.

3. Capitalization

Common Stock

Prior to the Merger, Legacy Forge was authorized to issue up to 257,968,554 shares of its capital stock, of which 171,153,360 shares were designated as Class AA common stock.

Merger Transaction

On the Closing Date, and in accordance with the terms and subject to the conditions of the Merger Agreement, each share of Legacy Forge Class AA common stock, par value \$0.00001 per share, was canceled and converted into the right to receive the applicable portion of the merger consideration comprised of the Company's common stock, par value \$0.0001 per share, based on the Exchange Ratio.

In connection with the Merger, the Company amended and restated its certificate of incorporation to authorize 2,100,000,000 shares of capital stock, consisting of (i) 2,000,000,000 shares of common stock, par value \$0.0001 per share and (ii) 100,000,000 shares of preferred stock. The holders of common stock have exclusive voting power. Each share of common stock is entitled to one vote per share. The Company's board of directors has the authority to issue shares of preferred stock in one or more series and to determine the preferences, privileges, and restrictions, including voting rights, of those shares. Upon the consummation of the Business Combination, the Company's common stock and warrants began trading on the NYSE under the **symbol** **symbols** "FRGE" and "FRGE WS", respectively. On July 11, 2022, all such publicly listed warrants were redeemed and delisted from the NYSE. Additionally, on the Closing Date, all equity awards of Legacy Forge were assumed by the Company and converted into comparable equity awards that are settled or exercisable for shares of the Company's common stock. As a result, each outstanding stock option of Legacy Forge was converted into an option to purchase shares of the Company's common stock based on the Exchange Ratio and each outstanding warrant of Legacy Forge was converted into a warrant to purchase shares of the Company's common stock based on the Exchange Ratio.

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As of **March 31, 2024** **June 30, 2024**, the Company had authorized 2,000,000,000 and 100,000,000 shares of common stock and preferred stock, respectively, and the Company had **180,011,227** **182,670,074** shares of common stock and no shares of preferred stock issued and outstanding.

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4. Fair Value Measurements

Financial instruments consist of cash equivalents, restricted cash, **term deposits**, accounts receivable, accounts payable, accrued liabilities, payment-dependent notes receivable, payment-dependent notes payable, and warrant liabilities. Cash equivalents, **term deposits**, payment-dependent notes receivable, payment-dependent notes payable, and warrant liabilities are stated at fair value on a recurring basis. Restricted cash, accounts receivable, accounts payable, and accrued liabilities are stated at their carrying value, which approximates fair value, due to the short time these financial instruments are held to the expected receipt or payment date.

The Company classifies money market funds within Level 1 of the fair value hierarchy because the Company values these investments using quoted market prices. The Company classifies term deposits as level 2 of the fair value hierarchy because these investments are valued using observable market inputs without quoted market prices. The Company classifies the December 2023 Warrants **(as defined herein)** within level 2 of the fair value hierarchy as these warrants are valued using a Black-Scholes option-pricing model with observable market inputs. The Company classifies Payment-dependent notes receivable and payable and its Private Placement Warrants **(as defined herein)** as Level 3 of the fair value hierarchy as the fair value measurements are based on valuation techniques that use significant inputs that are unobservable which are described in more detail below.

The following tables present the fair value hierarchy for assets and liabilities measured at fair value on a recurring basis (in thousands):

	As of March 31, 2024					Total
	Level 1		Level 2		Level 3	
	\$		\$		\$	
Cash and cash equivalents:						
Money market funds	\$	108,579	\$	—	\$	108,579
Term deposits (less than 90 days)	—		2,165	—	—	2,165
Term deposits (greater than 90 days) ⁽¹⁾⁽²⁾	—		7,621	—	—	7,621
Payment-dependent notes receivable, non-current	—		—	6,236	—	6,236
Total financial assets	\$	108,579	\$	9,786	\$	124,601
Payment-dependent notes payable, non-current	\$	—	\$	—	\$	6,236
December 2023 warrants ⁽³⁾	—		2,067	—	—	2,067
Private placement warrants	—		—	3,102	—	3,102
Total financial liabilities	\$	—	\$	2,067	\$	9,338
						\$ 11,405

	As of December 31, 2023			As of June 30, 2024					
	Level 1	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
	\$		\$		\$		\$		\$
Cash and cash equivalents:									
Money market funds									
Money market funds									
Money market funds									
Term deposits (less than 90 days)									
Term deposits (greater than 90 days) ⁽¹⁾⁽²⁾									
Payment-dependent notes receivable, non-current									
Term deposits (greater than 90 days) ⁽¹⁾⁽²⁾									
Total financial assets									
Payment-dependent notes payable, non-current									
Payment-dependent notes payable, non-current									
Payment-dependent notes payable, non-current									
December 2023 warrants ⁽³⁾									
Private placement warrants									
December 2023 Warrants ⁽³⁾									
Private Placement Warrants									
Total financial liabilities									

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	As of December 31, 2023					Total
	Level 1		Level 2		Level 3	
	\$		\$		\$	
Cash and cash equivalents:						
Money market funds	\$	130,132	\$	—	\$	130,132
Term deposits (less than 90 days)	—		2,221	—	—	2,221
Payment-dependent notes receivable, non-current	—		—	—	5,593	5,593
Term deposits (greater than 90 days) ⁽¹⁾⁽²⁾	—		7,694	—	—	7,694
Total financial assets	\$	130,132	\$	9,915	\$	145,640
Payment-dependent notes payable, non-current	\$	—	\$	—	\$	5,593
December 2023 Warrants ⁽³⁾	—		4,889	—	—	4,889
Private Placement Warrants	—		—	—	4,727	4,727

Total financial liabilities	\$ —	\$ 4,889	\$ 10,320	\$ 15,209
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(1) Included in Prepaid expenses and other current assets on the unaudited condensed consolidated balance sheets as of **March 31, 2024** **June 30, 2024** and December 31, 2023.

(2) Includes \$0.6 million and **\$1.0 million** \$1.0 million term deposits required to fulfill the Company's obligations in connection with real estate lease agreements as of **March 31, 2024** **June 30, 2024** and December 31, 2023, respectively.

(3) On December 18, 2023, the then outstanding Junior Preferred Stock Warrants were modified and replaced with the December 2023 Warrants. See Note 8, "Commitments and Contingencies" and Note 10, "Warrants" for additional information.

Payment-Dependent Notes Receivable and Payment-Dependent Notes Payable

The Company classifies payment-dependent notes receivable and payment-dependent notes payable within Level 3 of the fair value hierarchy if the underlying securities are equity of private companies whose regular financial and nonfinancial information is generally not available other than when it is publicly disclosed, or significant unobservable inputs are used to estimate fair value.

The Company estimates the fair value of payment-dependent notes receivable and payment-dependent notes payable utilizing completed transactions made through the Company's platform for the relevant private securities as well as mutual fund valuations of private companies as relevant data inputs.

Private Placement Warrants

The Company classifies the Private Placement Warrants within Level 3 due to the valuation technique used to estimate fair value. To estimate the fair value of the Private Placement Warrants, the Company used a combination of a Monte Carlo simulation and a binomial lattice model to estimate the fair value of the Private Placement Warrants. The Monte Carlo simulation was used for **March 31, June 30, 2024** and a combination of the binomial lattice model Monte Carlo simulation was used for December 31, 2023, respectively. The Company estimated the fair value of the Private Placement Warrant liabilities, as of **March 31, June 30, 2024** and December 31, 2023, respectively, using the following key assumptions:

		March 31,		December 31,			
		2024		2023			
		June 30,	December 31,	June 30,	December 31,		
Fair value of underlying securities	Fair value of underlying securities	\$ 1.93	\$ 3.43	Fair value of underlying securities	\$ 1.46	\$ 3.43	
Expected term (years)	Expected term (years)	3.0	3.2	Expected term (years)	2.7	3.2	
Expected volatility	Expected volatility	120.0%	117.0%	Expected volatility	115.0%	117.0%	
Risk-free interest rate	Risk-free interest rate	4.4%	4.0%	Risk-free interest rate	4.6%	4.0%	
Expected dividend yield	Expected dividend yield	0.0%	0.0%	Expected dividend yield	0.0%	0.0%	
Fair value per warrant							
Fair value per warrant		\$ 0.42	\$ 0.64		0.25	\$ 0.64	
Fair value per warrant							

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The Company recorded changes in the fair value of the liability related to the Private Placement Warrants as of **March 31, 2024** for the three and six months ended **June 30, 2024**, and 2023, respectively, in the following amounts (in thousands), as follows:

		Three months ended June 30,		Six months ended June 30,			
		2024		2023			
		2024	2023	2024	2023		
Balance as of beginning of period		\$ 3,102	\$ 190	\$ 4,727	\$ 222		
Change in fair value of warrant liability ⁽¹⁾		(1,255)	2,570	(2,880)	2,538		
Balance as of June 30,		\$ 1,847	\$ 2,760	\$ 1,847	\$ 2,760		

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		Three months ended March 31,			
		2024			
		2024	2023		
Balance as of December 31,		\$ 4,727	\$ 222		
Change in fair value of warrant liability ⁽¹⁾		(1,625)	(32)		
Balance as of March 31,		\$ 3,102	\$ 190		

(1) The change in fair value of warrant liability is recorded in the unaudited condensed consolidated statements of operations within Change in fair value of warrant liabilities.

Transfers Into and Out of Level 3

The Company transfers financial instruments out of Level 3 on the date when underlying input parameters are readily observable from existing market quotes. On December 18, 2023, the Junior Preferred Stock Warrants (as defined herein) were modified and replaced with the December 2023 Warrants and transferred from Level 3 to Level 2 upon modification as these warrants are valued using a Black-Scholes Option pricing model using observable market inputs. See Note 10, "Warrants" for additional information. For Payment-dependent notes payable and receivable, transfers from Level 3 to Level 1 generally relate to a company going public and listing on a national securities exchange. During the three six months ended March 31, 2024, June 30, 2024 and 2023, there were no transfers of securities into or out of Level 3.

The following tables provide reconciliation for all financial assets and liabilities measured at fair value using significant unobservable inputs (Level 3) for three the six months ended March 31, 2024 June 30, 2024 and 2023 (in thousands):

	Total Level 3 Financial Assets	Total Level 3 Financial Assets	Total Level 3 Financial Liabilities	Total Level 3 Financial Assets	Total Level 3 Financial Liabilities
Balance as of December 31, 2023					
Change in fair value of payment-dependent notes receivable					
Change in fair value of payment-dependent notes payable					
Change in fair value of Private Placement Warrants					
Balance as of March 31, 2024					
Balance as of June 30, 2024					
	Total Level 3 Financial Assets	Total Level 3 Financial Assets	Total Level 3 Financial Liabilities	Total Level 3 Financial Assets	Total Level 3 Financial Liabilities
Balance as of December 31, 2022					
Change in fair value of payment-dependent notes receivable					
Change in fair value of payment-dependent notes payable					
Change in fair value of Junior Preferred Stock Warrants (1)					
Change in fair value of Private Placement Warrants					
Balance as of March 31, 2023					
Balance as of June 30, 2023					

(1) On December 18, 2023, the Junior Preferred Stock Warrants were modified and replaced with the December 2023 Warrants and transferred from Level 3 to Level 2 upon modification as these warrants are valued using a Black-Scholes Option pricing model using observable market inputs. See Note 10, "Warrants" for additional information.

5. Condensed Consolidated Balance Sheet Components

Accounts Receivable, net

Accounts receivable and allowance for doubtful accounts consisted of the following (in thousands):

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	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
Accounts receivable		
Allowance for doubtful accounts		
Accounts receivable, net		

During the three and six months ended March 31, June 30, 2024, the Company increased the allowance for doubtful accounts by \$0.1 million, \$0.2 million, respectively. During the three and six months ended March 31, 2023 June 30, 2023, the Company decreased increased the allowance for doubtful accounts by less than \$0.1 million, \$0.2 million, respectively.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
Indemnity escrow receivable ⁽¹⁾		
Prepaid insurance		
Prepaid software		
Term deposits (greater than 90 days)		
Other prepaid expenses		
Other current assets		
Prepaid software		
Prepaid insurance		
Other prepaid expenses		
Prepaid expenses and other current assets		

(1) As of June 30, 2024 and December 31, 2023, the Company had an indemnity escrow receivable of \$3.0 million and \$1.6 million, respectively, in prepaid expenses and other current assets on the unaudited condensed consolidated balance sheets, which it expects to collect from the escrow related to the acquisition of IRA Services, Inc.

Internal-Use Software, Property and Equipment, Net

Internal-use software, property and equipment, net consisted of the following (in thousands):

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
Capitalized internal-use software		
Leasehold improvements		
Furniture and fixtures		
Computer equipment		
	\$	
Less: accumulated depreciation and amortization		
Internal-use software, and property and equipment, net		

The Company recorded depreciation expense related to property and equipment of \$0.2 million and \$0.3 million for the three and six months ended June 30, 2024 and less than \$0.1 million and \$0.1 million for the three months ended March 31, 2024 and less than \$0.1 million for the three six months ended March 31, June 30, 2023. As of March 31, 2024 June 30, 2024 and December 31, 2023, long-lived assets located outside of the United States were not material.

For the three and six months ended March 31, 2024 June 30, 2024, the Company recorded amortization expense on capitalized internal-use software placed in service of \$0.6 million and \$1.4 million. For the three and six months ended June 30, 2023, the Company recorded amortization expense on capitalized internal-use software placed in service of \$0.7 million and \$0.7 million, respectively \$1.4 million. There were no impairments on capitalized internal-use software for the three and six months ended March 31, 2024 June 30, 2024. For the three and six months ended March 31, 2023 June 30, 2023, the Company recorded an impairment loss losses of \$0.0 million and \$0.5 million,

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respectively, related to the capitalized costs of internally developed software. Impairments are recorded in general and administrative expense within the unaudited condensed consolidated statements of operations.

Accrued Expenses and Other Current Liabilities

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Accrued expenses and other current liabilities consist of the following (in thousands):

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REFINITIV 

	March 31, 2024	December 31, 2023
Accrued legal ⁽¹⁾		
Payable to client ⁽¹⁾		
Accrued taxes and deferred tax liabilities		
Accrued other professional services		
Accrued taxes and deferred tax liabilities		
Payable to client ⁽²⁾		
Accrued legal ⁽²⁾		
Common stock unvested liability		
Other current liabilities ⁽³⁾		
Total		

(1) Accrued legal includes regular recurring legal fees in addition to loss contingencies. See Note 8, "Commitments and Contingencies" for additional information.

(2) Payable to client represents funds held on account for the benefit of custodial customers.

(2) Accrued legal included regular recurring legal fees and accruals for loss contingencies. See Note 8, "Commitments and Contingencies" for additional information.

(3) The Company includes contract liabilities within Other current liabilities on the condensed consolidated balance sheets. Contract liabilities consist of deferred revenue, which relates to amounts invoiced in advance of performance under a revenue contract. The total contract liabilities related to advance billings for data subscriptions of **\$0.7 million** **\$0.9 million** and **\$0.4 million** as of **March 31, 2024** **June 30, 2024** and December 31, 2023, respectively, are recorded in accrued expenses and other current liabilities on the unaudited condensed consolidated balance sheets. The Company recognized **\$0.1 million** **\$0.2 million** and **\$0.3 million** of revenue during the three and six months ended **March 31, 2024** **June 30, 2024** that was included in deferred revenue recorded in accrued expenses and other current liabilities at December 31, 2023.

6. Goodwill and Intangible Assets, Net

The components of goodwill and intangible assets and accumulated amortization are as follows (in thousands):

	As of March 31, 2024				As of June 30, 2024			
	Weighted Average Remaining Amortization Period	Weighted Average Remaining Amortization Period	Gross Carrying Amount	Net Accumulated Amortization Carrying Amount	Weighted Average Remaining Amortization Period	Gross Carrying Amount	Net Accumulated Amortization Carrying Amount	
Goodwill:								
Goodwill from acquisitions								
Goodwill from acquisitions								
Goodwill from acquisitions								
Finite-lived intangible assets:								
Developed technology								
Developed technology								
Developed technology								
Customer relationships								
Launched in-process research and development assets								
Total finite-lived intangible assets								
Indefinite-lived intangible assets:								
Trade name - website domain								
Trade name - website domain								
Trade name - website domain								
Total infinite-lived intangible assets								
Total intangible assets								

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As of December 31, 2023									
Weighted Average Remaining Amortization Period	Weighted Average Remaining Amortization Period	Gross Carrying Amount	Net Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Amortization Period	Gross Carrying Amount	Net Accumulated Amortization	Net Carrying Amount	
Goodwill:									
Goodwill from acquisitions									
Goodwill from acquisitions									
Goodwill from acquisitions									
Finite-lived intangible assets:									
Developed technology									
Developed technology									
Developed technology									
Customer relationships									
Launched in-process research and development assets									
Total finite-lived intangible assets									
Indefinite-lived intangible assets:									
Trade name - website domain									
Trade name - website domain									
Trade name - website domain									
Total infinite-lived intangible assets									
Total intangible assets									

Amortization expense related to finite-lived intangible assets for the three and six months ended March 31, 2024 June 30, 2024 was \$1.0 million and 2023 was \$1.0 million and \$1.0 million, \$2.0 million, respectively, and was included in depreciation and amortization expense in the accompanying unaudited condensed consolidated statements of operations. Amortization expense related to finite-lived intangible assets for the three and six months ended June 30, 2023 was \$1.0 million and \$2.0 million, respectively, and is included in depreciation and amortization expense in the accompanying unaudited condensed consolidated statements of operations.

The table below presents estimated future amortization expense for finite-lived intangible assets as of March 31, 2024 June 30, 2024 (in thousands):

	Amount
Remainder of 2024	
2025	
2026	
2027	
2028	
Thereafter	
Total	

7. Leases

The Company leases real estate for office space under operating leases.

As of March 31, 2024 June 30, 2024, the remaining lease terms varied from 0.5 years 0.25 to 5.3 5.1 years. For certain leases, the Company has an option to extend the lease term for a period of 5 years. This renewal option is not considered in the remaining lease term unless it is reasonably certain that the Company will exercise such options.

Operating lease expense, included in rent and occupancy in the unaudited condensed consolidated statements of operations, were as follows (in thousands):

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Three Months Ended March 31,

	Three Months Ended June 30,		Six Months Ended June 30,		
	2024	2023	2024	2023	2024
Operating lease expense					
Variable lease expense					
Total operating lease expenses ⁽¹⁾					
Sublease income ⁽²⁾					
Sublease income ⁽²⁾					
Sublease income ⁽²⁾					

(1) Operating lease expense is included in rent and occupancy in the unaudited condensed statements of operations.

(2) Sublease income is included in other income (expenses), net in the unaudited condensed statements of operations.

As of **March 31, 2024** **June 30, 2024** and December 31, 2023, the weighted-average remaining lease term was **4.4** **4.3** and 1.9 years, respectively. As of **March 31, 2024** **June 30, 2024** and December 31, 2023, the weighted-average discount rate was 7.1% and 7.0%, respectively.

The Company entered into a new office lease which commenced on March 8, 2024, and recorded a right-of-use asset and liability of \$4.5 million. During the **three** **six** months ended **March 31, 2024** **June 30, 2024**, it was determined that office space under an existing lease would no longer be used and the associated right-of-use asset was reduced to \$0 and an impairment of **\$0.2 million** **\$0.2 million** was recognized in rent and occupancy expense in the **unaudited** condensed consolidated **statement** **statements** of operations. There were no right-of-use impairments recognized during the **three** **and six** months ended **March 31, June 30, 2023** **2023**.

Future undiscounted lease payments under operating leases as of **March 31, 2024** **June 30, 2024**, were as follows (in thousands):

	Lease Payment Obligation	Lease Payment Obligation	Sublease Income	Net Lease Obligation	Lease Payment Obligation	Sublease Income	Net Lease Obligation
Remaining 2024							
2025							
2026							
2027							
2028							
2029							
Total undiscounted lease payments							
Less: imputed interest							
Present value of future lease payments							
Present value of future lease payments							
Present value of future lease payments							
Less: operating lease liabilities, current							
Less: operating lease liabilities, current							
Less: operating lease liabilities, current							
Operating lease liabilities, noncurrent							
Operating lease liabilities, noncurrent							
Operating lease liabilities, noncurrent							

As of **March 31, 2024** **June 30, 2024**, the Company did not have any lease contracts that had not yet commenced.

8. Commitments and Contingencies

The Company is subject to claims and lawsuits in the ordinary course of business, including arbitration, class actions, and other litigation, some of which include claims for substantial or unspecified damages. The Company may also be the subject of inquiries, investigations, and proceedings by regulatory and other governmental agencies. The Company reviews these matters on an ongoing basis and provides disclosures and records loss contingencies in accordance with the loss contingencies accounting guidance. The Company establishes an accrual for losses at management's best estimate when the Company assesses that it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. If no amount within the range is considered a better estimate than any other amount, an accrual for losses is recorded based on the bottom amount of the range. The Company's accrual for probable and estimable loss contingencies was **\$4.3 million** **\$0.0 million** and \$1.9 million as of **March 31, 2024** **June 30, 2024** and December 31, 2023, respectively, and is recorded in accrued expenses and other current liabilities on the unaudited condensed consolidated balance sheets and expensed in general and administrative expenses in the

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expenses in our unaudited condensed statements of operations. The Company monitors these matters for developments that would affect the likelihood of a loss and the accrued amount, if any, and adjusts the amount as appropriate.

Legal Proceedings

The Company is involved in a legacy matter arising prior to the Company's October 2019 acquisition of IRA Services, Inc. On May 6, 2019, IRA Services, Inc. was named as a defendant in a matter (see Todd Allen Yancey v. Edwin Blue, et al., case no. 19-civ-0251, as amended) alleging claims including conversion, breach of oral contract, breach of fiduciary duty, and fraudulent misrepresentation. Trial proceedings in this matter began on March 18, 2024. The Company believes On June 27, 2024, the claims are without merit. The trial court entered a judgment that Forge Services, Inc. is not a successor-in-interest to IRA Services, Inc. and as such, the Company is unable no longer a party to predict the outcome to resolve this action but any loss in connection with this matter would first be applied against the escrow. As of March 31, 2024, matter. Costs incurred by the Company had a receivable of \$1.6 million in prepaid expenses and other current assets on the unaudited condensed consolidated balance sheets, which it expects to collect its defense are recoverable from the escrow related to the acquisition of IRA Services, Inc. See Note 5, "Consolidated Balance Sheet Components", for additional information.

On March 29, 2023, the Company was named as a defendant in a lawsuit brought in a case captioned Alta Partners, LLC v. Forge Global Holdings, Inc., No. 1:23-cv-2647 in the United States District Court for the Southern District of New York. On June 21, 2023, Plaintiff filed an amended complaint in the action. In May 2024, the parties settled this matter.

In January 2022, Erika McKiernan, in her capacity as Stockholder Representative for the former stockholders of SharesPost, filed a lawsuit against the Company in the Court of Chancery of the State of Delaware. In December 2023, the parties settled this matter.

401(k) Plan

The Company has established a tax-qualified retirement plan under Section 401(k) of the Internal Revenue Code for all of its U.S. employees, including executive officers, who satisfy certain eligibility requirements, including requirements relating to age and length of service. The Company matches 2% of every dollar contributed to the plan by employees, including executive officers, up to a maximum of \$6,900. During the three and six months ended March 31, 2024 and 2023, June 30, 2024, the Company recorded 401(k) contribution expense related to the defined contribution plan of \$0.3 million and \$0.5 million in compensation and benefits in the unaudited condensed consolidated statements of operations. During the three and six months ended June 30, 2023, the Company recorded 401(k) contribution expense related to the defined contribution plan \$0.2 million and \$0.5 million, respectively, in compensation and benefits in the unaudited condensed consolidated statements of operations.

Non-Cancelable Purchase Obligations

In the normal course of business, the Company enters into non-cancelable purchase commitments with various parties mainly for its operating leases, software products, and services. As of March 31, 2024 June 30, 2024, the Company had outstanding non-cancelable purchase obligations with a term of 12 months or longer, excluding operating lease obligations (See (see Note 7, "Leases," for additional information), as follows:

	Amount
Remainder of 2024	\$ 4,059
2025	1,972
2026	2,222
2027	1,231
2028	—
Thereafter	—
Total⁽¹⁾	\$ 9,484

(1) On April 11, 2024, the Company amended an agreement with a significant service provider reducing its purchase commitment by \$3.8 million over the remaining term of the agreement which expires in 2027. The amended agreement and reduced purchase commitment have not been reflected in these unaudited condensed consolidated financial statements.

	Amount
Remainder of 2024	\$ 565
2025	936
2026	886
2027	350
2028	—
Thereafter	—
Total	\$ 2,737

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

9. Regulatory

We operate in a highly regulated environment and are subject to capital requirements, which may limit distributions to our company from its subsidiaries. Forge Securities LLC ("Forge Securities"), a wholly-owned subsidiary of the Company, is subject to SEC Uniform Net Capital Rule (Rule 15c3-1) which requires the maintenance of minimum net capital and

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

requires that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1. As such, Forge Securities is subject to the minimum net capital requirements promulgated by the SEC and has elected to calculate minimum capital requirements using the basic method permitted by Rule 15c3-1. As of **March 31, 2024** **June 30, 2024**, Forge Securities had net capital of **\$14.5** **\$16.2** million, which was **\$14.2** **\$15.7** million in excess of its required net capital of **\$0.3** million. As of **December 31, 2023**, Forge Securities had net capital of **\$14.0** million which was **\$13.6** million in excess of its required net capital of **\$0.4** **\$0.5** million.

Forge Trust Co., a wholly-owned subsidiary of the Company, is subject to South Dakota state trust regulatory requirements. South Dakota state legislature 51A-61-19.2 requires public trust companies registered within the state boundaries to pledge funds for the security of the trust creditors. Forge Trust Co. had **\$1.1** million and **\$1.0** million pledged on behalf of trust creditors as of **March 31, 2024** and **2023**, respectively; the pledges are **June 30, 2024** which is reported in restricted cash on the unaudited condensed consolidated balance sheets.

10. Warrants

December 2023 Warrants and Warrants to Purchase Junior Preferred Stock

In November 2020, in connection with the SharesPost acquisition, Legacy Forge issued a total of 3,122,931 warrants ("Junior Preferred Stock Warrants") to purchase shares of Legacy Forge's Junior Preferred Stock at an exercise price of \$3.9760 per share, with a cap of extended value of \$5.0 million. The Junior Preferred Stock Warrants have a five-year contractual life and may be exercised at any time during that period.

Prior to the Merger, the warrants were classified as a liability in the unaudited condensed consolidated balance sheets, as the Company's obligation with respect to these warrants was capped at a fixed monetary amount of \$5.0 million and could be settled in a variable number of common shares. The Company remeasured the warrants at each balance sheet date using a hybrid method. Subsequent to the Merger, the Junior Preferred Stock Warrants were converted into the Company's common stock warrants. As a result, the Junior Preferred Stock Warrants were adjusted to fair value prior to conversion and **remained** **remain** classified as a liability.

During the year ended December 31, 2022, 491,785 Junior Preferred Stock Warrants were net exercised in exchange for 123,379 shares of common stock. In December 2023, the Company modified a total of 2,631,146 Junior Preferred Stock Warrants (the "December 2023 Warrants"). The December 2023 Warrants were issued at an exercise price of \$3.9760 per share, with a cap of extended value of \$5.0 million when net exercised, and without a cap when cash exercised. The December 2023 Warrants remain classified as a liability. See Note 8, "Commitments and Contingencies" for additional information.

The Company recorded a gain of **\$2.8** million **\$1.0** million and **\$3.8** million for the December 2023 Warrants related to change in fair value of warrant liabilities within the Company's unaudited condensed consolidated statements of operations during the three and **six** months ended **June 30, 2024**, respectively. The Company recorded a **gain** **loss** of **\$0.1** million **\$1.2** million and loss of **\$1.1** million for the Junior Preferred Stock Warrants as change in fair value of warrant liabilities in the Company's unaudited condensed consolidated statements of operations during the three and **six** months ended **March 31, 2024** and **June 30, 2023**, respectively.

Private Placement Warrants

As the accounting acquirer, Legacy Forge is deemed to have assumed 7,386,667 warrants for Class A common stock that were held by Motive Capital Funds Sponsor, LLC (the "Sponsor") at an exercise price of \$11.50 (**Private** (the "Private Placement Warrants"). The warrants are exercisable subject to the terms of the warrant agreement, including but not limited to, the Company having an effective registration statement under the Securities Act of 1933, as amended, covering the shares of common stock issuable upon exercise of the warrants and a current prospectus relating to them is available. The warrants expire five years after the completion of the Business Combination, or earlier upon redemption or liquidation. All of the Private Placement Warrants are still outstanding as of **March 31, 2024** **June 30, 2024**.

Subsequent to the Merger, the Private Placement Warrants met liability classification requirements since the warrants may be required to be settled in cash under a tender offer and are potentially subject to a different settlement amount as a result of being held by the Sponsor which precludes the Private Placement Warrants from being considered indexed to

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

the entity's own stock. Therefore, these warrants are classified as liabilities on the unaudited condensed consolidated balance sheets. The Company recorded a **gain** **gains** of **\$1.6** **\$1.3** million and **less than** **\$0.1** million **\$2.9** million as change in fair value of warrant liabilities in the Company's unaudited condensed consolidated statements of operations

during the three and six months ended **March 31, 2024** **June 30, 2024**, respectively, and losses of \$2.6 million and \$2.5 million during the three and six months ended June 30, 2023, respectively.

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

11. Share-Based Compensation

Prior Stock Plan

In March 2018, Legacy Forge adopted its 2018 Equity Incentive Plan (as amended from time to time, the "2018 Plan"), which provides for grants of share-based awards, including stock options and restricted stock awards, and other forms of share-based awards. The 2018 Plan was terminated in March 2022 in connection with the adoption of the 2022 Stock Option and Incentive Plan (the "2022 Plan"). Accordingly, no shares are available for future grants under the 2018 Plan following the adoption of the 2022 Plan.

2022 Stock Plan

In March 2022, prior to and in connection with the Merger, the Company adopted the 2022 Plan, which provides for grants of share-based awards, including stock options, and restricted stock units ("RSUs"), and other forms of share-based awards. The Company has authorized 23,383,325 shares of common stock for the issuance of awards under the 2022 Plan. In addition, the number of shares of common stock reserved and available for issuance under the 2022 Plan will automatically increase on January 1 of each year for a period of ten years, beginning on January 1, 2023 and on each January 1 thereafter and ending on the tenth anniversary of the adoption date of the 2022 Plan, in an amount equal to (i) 3% of the outstanding number of shares of common stock of the Company on the preceding December 31, or (ii) a lesser number of shares as approved by the Company's board of directors.

2022 Employee Stock Purchase Plan

In March 2022, prior to and in connection with the Merger, the Company adopted the 2022 Employee Stock Purchase Plan (the "2022 ESPP"). The Company has authorized the issuance of 7,566,607 shares of common stock under purchase rights granted to the Company's employees or to employees of any of its designated affiliates. The number of shares of common stock reserved for issuance will automatically increase on January 1 of each year, beginning on January 1, 2023 and each January 1 thereafter until the 2022 ESPP terminates according to its terms, by the lesser of (i) 4,072,000 shares of common stock, or (ii) 1% of the outstanding number of shares of common stock on the immediately preceding December 31. The Company's board of directors may determine that such increase will be less than the amount set forth in (i) and (ii) above.

Reserve for Issuance

The Company has the following shares of common stock reserved for future issuance, on an as-if converted basis:

		March 31, 2024		December 31, 2023	
		June 30, 2024		December 31, 2023	
Warrants to purchase common stock	Warrants to purchase common stock	3,282,652		Warrants to purchase common stock	3,282,652
Stock options issued and outstanding under 2018 Plan	Stock options issued and outstanding under 2018 Plan	7,813,366		Stock options issued and outstanding under 2018 Plan	7,219,729
Shares available for grant under 2022 Plan ⁽¹⁾	Shares available for grant under 2022 Plan ⁽¹⁾	2,052,669		Shares available for grant under 2022 Plan ⁽¹⁾	1,411,139
		3,625,093			
RSUs issued and outstanding under 2022 Plan	RSUs issued and outstanding under 2022 Plan	17,434,138		RSUs issued and outstanding under 2022 Plan	15,610,442
Shares available for grant under 2022 ESPP	Shares available for grant under 2022 ESPP	5,797,609		Shares available for grant under 2022 ESPP	7,566,607
		7,566,607			
Outstanding Private Placement Warrants	Outstanding Private Placement Warrants	7,386,667		Outstanding Private Placement Warrants	7,386,667
Total shares of common stock reserved	Total shares of common stock reserved	44,646,803	43,767,101		43,767,101
		<hr/>	<hr/>		<hr/>
				Total shares of 42,477,236 common stock reserved	43,767,101

(1) To the extent outstanding options granted under the 2018 Plan are cancelled, forfeited, or otherwise terminated without being exercised and would have been returned to the share reserve under the 2018 Plan following the closing date of the Merger, the number of shares of common stock underlying such awards will be available for future awards under the 2022 Plan.

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Stock options Compensation

The stock compensation for the periods indicated below are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
RSUs				
Time-based	\$ 6,380	\$ 6,016	\$ 13,675	\$ 10,524
Performance-based	637	133	802	133
Market-based	66	1,323	1,273	2,625
Total RSUs	7,083	7,472	15,750	13,282
Stock options	776	1,337	1,576	2,928
Total stock compensation	\$ 7,859	\$ 8,809	\$ 17,326	\$ 16,210

Stock Options

Stock options generally vest over four years and expire ten years from the date of grant. Vested stock options generally expire three months to five years after termination of employment. Stock option activity during the **three** **six** months ended **March 31, 2024** June 30, 2024 consisted of the following (in thousands, except for share and per share data):

	FORGE GLOBAL HOLDINGS, INC.			
	Stock Options	Weighted Average Exercise Price	Weighted- Average Life (Years)	Aggregate Intrinsic Value
Balance as of December 31, 2023	7,813,366	\$ 2.06	6.0	\$ 14,929
Exercised	(487,875)	0.94		
Cancelled/Forfeited/Expired	(105,762)	3.88		
Balance as of June 30, 2024	7,219,729	\$ 2.11	5.6	\$ 3,670
Vested and exercisable as of June 30, 2024	6,523,921	\$ 2.03	5.4	\$ 3,560

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

	FORGE GLOBAL HOLDINGS, INC.			
	Stock Options	Weighted Average Exercise Price	Weighted- Average Life (Years)	Aggregate Intrinsic Value
Balance as of December 31, 2023	7,813,366	\$ 2.06	6.0	\$ 14,929
Exercised	(315,363)	0.71		
Cancelled/Forfeited/Expired	(87,506)	4.53		
Balance as of March 31, 2024	7,410,497	\$ 2.09	5.8	\$ 5,995
Vested and exercisable as of March 31, 2024	6,479,059	\$ 1.99	5.7	\$ 5,603

There were no stock options granted during the **three** **six** months ended **March 31, 2024** June 30, 2024 and 2023. The total grant date fair value of stock options vested during the **three** **six** months ended **March 31, 2024** June 30, 2024 was \$0.8 million and \$1.6 million, respectively. The total grant date fair value of stock options vested during the **three** **six** months ended June 30, 2023 was \$0.8 million \$1.8 million and \$1.3 million \$3.0 million, respectively. The total intrinsic value of options exercised during the **three** **six** months ended **March 31, 2024** June 30, 2024 were \$0.1 million and 2023 were \$0.5 million and \$0.2 million \$0.6 million, respectively.

The Company recorded share-based compensation total intrinsic value of \$0.8 million options exercised during the **three** **six** months ended **March 31, 2024** June 30, 2023 were \$0.3 million and 2023, respectively, related to stock options. \$0.4 million, respectively.

Unrecognized share-based compensation expense for unvested stock options granted and outstanding as of **March 31, 2024** **June 30, 2024**, is **\$3.4 million** **\$2.6 million**, which is to be recognized over a weighted-average period of **1.2** **1.0** years.

Early Exercised Options

Under the 2018 Plan, certain stock option holders may have the right to exercise unvested options, subject to a repurchase right held by the Company at the original exercise price, in the event of voluntary or involuntary termination of employment of the option holders, until the options are fully vested. As of **March 31, 2024** **June 30, 2024** and December 31, 2023, the cash proceeds received for unvested shares of common stock recorded within accrued expenses and other current liabilities in the unaudited condensed consolidated balance sheets were **\$0.2** **\$0.1** million and \$0.2 million, respectively, which will be transferred to additional paid-in capital upon vesting.

RSUs

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The Company's RSUs are convertible into shares of the Company's common stock upon vesting on a one-to-one basis, and basis. RSUs generally contain time-based vest upon the satisfaction of service-based vesting conditions. RSUs granted to certain executives also contain market or performance-based vesting conditions, which vest on attainment of specified stock prices or certain performance metrics. The RSUs generally vest over the service period of one to three years.

RSU activity during the three six months ended March 31, 2024 June 30, 2024 , was as follows:									
	RSUs	RSUs	Time-based	Performance-based	Market-based	Weighted Average Grant Date Fair Value	RSUs	Service-based	Performance-based ⁽²⁾
Unvested as of December 31, 2023									
Granted	Granted 4,670,060	4,140,512	529,548	0	2.05	Granted 7,120,496	5,652,327	1,468,169	— 2.02
Vested ⁽¹⁾	Vested ⁽¹⁾ (5,880,927)	(4,545,030)	(866,890)	(469,007)	4.53	Vested ⁽¹⁾ (7,888,131)	(6,384,053)	(1,035,071)	(469,007) 6.45
Forfeited	Forfeited (847,984)	(631,315)	(216,669)	0	6.48	Forfeited (1,056,061)	(839,392)	(216,669)	—
Unvested as of March 31, 2024									
Unvested as of June 30, 2024									

(1) Common stock has not been issued in connection with **2,084,048** **1,091,908** vested RSUs because such RSUs were unsettled as of **March 31, 2024** **June 30, 2024**. These RSUs will be settled by December 31, 2024.

During (2) For performance-based awards granted in 2024, the **three** months ended March 31, 2024 and 2023, the Company recognized share-based compensation expense performance condition was not met as of \$8.7 million June 30, 2024.

(3) Market-based RSUs consist of CEO RSUs and \$5.8 million related to Executive Retention RSUs respectively, as defined in the Company's Annual Report on Form 10-K filed on March 26, 2024.

Future share-based compensation expense for unvested RSUs as of **March 31, 2024** **June 30, 2024** was **\$36.4** **\$30.6** million, which is to be recognized over a weighted-average period of **1.9** **1.7** years.

FORGE GLOBAL HOLDINGS, INC. Modifications

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

CEO RSUs

In May 2021, Legacy Forge's board of directors granted the Chief Executive Officer a performance and market condition-based option covering 3,122,931 shares of Legacy Forge's Class AA common stock with an exercise price of \$3.9760 per share.

Effective June 15, 2023, and pursuant to approval by the Company's stockholders at the Company's 2023 annual stockholder meeting held on June 14, 2023 (the "Annual Meeting"), 2024, the Company cancelled the performance and market condition-based option and concurrently granted a market-based RSU award (the "CEO RSU") representing the right to receive up to 2,339,030 shares accelerated vesting of the Company's common stock under the 2022 Plan based on the achievement of three specified stock price performance metrics. The CEO RSU is divided into three tranches that will vest if the average closing price of the Company's common stock meets or exceeds \$4.00, \$8.00, or \$12.00 for any trailing 20 trading day period. The CEO RSU will be forfeited when the Chief Executive Officer ceases to provide services to the Company.

The Company concluded that the cancellation of the CEO Option and the concurrent grant of a replacement award, the CEO RSU, was accounted for as a modification of the terms of the cancelled award. The vesting condition 228,575 RSUs in connection with the achievement/termination of one of its executives. As a target price per common stock share qualifies as a market condition, and result, the condition related to continuous service as the Chief Executive Officer qualifies as a service condition. Total incremental Company recognized share-based compensation cost resulting from the modification was expense of \$0.3 0.6 million. As of March 31, 2024, Upon subsequent transition to a consultant under a consulting agreement, the market condition had not been met and none former executive was eligible to vest in up to 403,249 RSUs over the duration of the CEO RSU consulting period. Under the terms of ASC 718, the former executive was vested, not obliged to perform substantive consulting services to the Company for the continued vesting of RSUs, thus the Company recognized an additional share-based compensation expense of

Executive Retention RSUs

On June 1, 2022, as a result \$0.6 million, calculated by using the fair value of the consummation of the Merger, the Compensation Committee of the Company's board of directors granted a total of 1,859,137 RSUs to certain executives (the "Executive Retention RSUs") that contained market-based vesting conditions in addition to time-based vesting conditions. The Executive Retention RSUs vest in three equal tranches on the earlier of: (1) first, second, and third anniversaries of the consummation of the Merger, respectively, (the "Time Vesting Component") or (2) achievement of following market-based conditions:

- (a) in the event the Company's stock price meets or exceeds the price of \$12.50 per share during the RSU Measurement Period (defined below), the first tranche will vest immediately, and the Time Vesting Component of the second and third tranches will be accelerated by six months;
- (b) in the event the Company's stock price meets or exceeds the price of \$15.00 per share during the RSU Measurement Period (defined below), the second tranche will vest immediately, and the Time Vesting Component of the third tranche will be accelerated by an additional six months.

The RSU Measurement Period is equal to 20 trading days within any 30 trading day period commencing upon the expiration of a six-month lock-up period following the Merger.

The fair value per share for the Executive Retention RSUs was determined by reference to the market price of the Company's shares at the date of the grant, which was \$20.26 per share. The Company used the Monte Carlo simulation model to determine the derived service period for the Executive Retention RSUs for the purposes of calculating the respective share-based compensation expense. The significant inputs used in the valuation included the Company's closing stock price as of the grant date of \$20.26, cost of equity of 9.0%, dividend yield of 0.0%, volatility of 35.7%, and risk-free rate of 2.8%. The derived service period for the first, second, and third tranche of the Executive Retention RSUs was 0.4 years, 0.4 years, and 1.8 years, respectively.

During the three months ended March 31, 2024 and 2023, 469,007 and 469,010 modification. Executive Retention RSUs were vested, respectively. During the three months ended March 31, 2024 and 2023, the Company recognized share-based compensation expense of \$1.1 million and \$1.3 million related to the Executive Retention RSUs, respectively. There was no remaining unrecognized share-based compensation expense for the Executive Retention RSUs as of March 31, 2024.

Executive RSUs

On April 24, 2023, the Compensation Committee and the board of directors granted a total of 4,938,261 RSUs to certain executives. 3,132,711 of the RSUs granted are subject to time-based vesting conditions (the "Time-Based RSUs") and 1,805,550 of the RSUs granted are subject to performance-based vesting conditions upon certification by the Compensation

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Committee and the board of directors, in addition to time-based vesting conditions (the "Performance-Based RSUs," and together with the Time-Based RSUs, the "Executive RSUs"). The fair value per share for the Executive RSUs was determined by reference to the market price of the Company's shares at the date of the grant, which was \$1.46 per share. On January 31, 2024, the performance-based vesting conditions of the Performance-Based RSUs were certified by the Compensation Committee and the board of directors based on the extent of achievement of the Company's revenue goals for the fiscal year ended December 31, 2023. Accordingly, the Performance-Based RSUs will vest in accordance with their terms, subject to the applicable executive's continued service through each applicable vesting date.

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

12. Income Taxes

The Company's effective tax rate from continuing operations was 2.1% and 1.6% for the three and six months ended June 30, 2024, respectively. The Company's effective tax rate from continuing operations was 1.2% and 0.9% 1.0% for the three and six months ended March 31, 2024 and June 30, 2023, respectively, respectively. The Company's full valuation allowance in the United States, which is partially offset by state current taxes, caused the year-to-date effective tax rate to be different from the U.S. federal statutory tax rate.

13. Net Loss per Share

The Company has one class of common stock. The diluted net loss per share attributable to common stockholders is calculated by giving effect to all potentially dilutive common stock equivalents during the period using the two-class method. The Company's stock options, warrants, and early exercised stock options are considered to be potential common stock equivalents but have been excluded from the calculation of diluted net loss per share attributable to common stockholders because the holders of these securities do not have a contractual right to share in the Company's losses, and their effect would be antidilutive. Therefore, the net loss for the three and six months ended **March 31, 2024** **June 30, 2024** and 2023, was attributed to common stockholders only.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders for the periods presented (in thousands, except for share and per share data):

	Three Months Ended March 31,	
	2024	2023
Numerator:		
Net loss attributable to Forge Global Holdings, Inc., basic	\$ (18,624)	\$ (21,188)
Net loss attributable to common stockholders, diluted	\$ (18,624)	\$ (21,188)
Denominator:		
Weighted-average number of shares used to compute net loss per share attributable to common stockholders, basic	179,910,522	171,816,522
Weighted-average number of shares used to compute net loss per share attributable to common stockholders, diluted	179,910,522	171,816,522
Net loss per share attributed to common stockholders:		
Basic	\$ (0.10)	\$ (0.12)
Diluted	\$ (0.10)	\$ (0.12)

FORGE GLOBAL HOLDINGS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Numerator:				
Net loss attributable to Forge Global Holdings, Inc., basic	\$ (13,724)	\$ (24,889)	\$ (32,348)	\$ (46,077)
Net loss attributable to common stockholders, diluted	\$ (13,724)	\$ (24,889)	\$ (32,348)	\$ (46,077)
Denominator:				
Weighted-average number of shares used to compute net loss per share attributable to common stockholders, basic	182,681,065	173,289,549	181,680,268	172,565,508
Weighted-average number of shares used to compute net loss per share attributable to common stockholders, diluted	182,681,065	173,289,549	181,680,268	172,565,508
Net loss per share attributed to common stockholders:				
Basic	\$ (0.08)	\$ (0.14)	\$ (0.18)	\$ (0.27)
Diluted	\$ (0.08)	\$ (0.14)	\$ (0.18)	\$ (0.27)

The following potentially dilutive shares were excluded in the calculation of diluted shares outstanding as the effect would have been anti-dilutive:

	March 31, 2024		March 31, 2023	
	June 30, 2024	June 30, 2023	June 30, 2023	June 30, 2023
Warrants to purchase common stock ⁽¹⁾	Warrants to purchase common stock ⁽¹⁾	3,282,652	3,282,652	3,282,652 3,282,652
Private Placement Warrants	Private Placement Warrants	7,386,667	7,386,667	7,386,667 7,386,667
Common stock subject to repurchase		366,145	884,677	
Early exercised options		287,043	772,581	
Outstanding options	Outstanding options	7,410,497	12,519,275	Outstanding options 7,219,729 8,768,567
Restricted stock units	Restricted stock units	15,375,287	8,785,620	Restricted stock units 15,610,442 20,023,275
Total	Total	33,821,248	32,858,891	Total 33,786,533 40,233,742

(1) Warrants to purchase common stock includes the December 2023 Warrants. See Note 10, "Warrants" for additional information.

14. Related Party Transactions

On September 7, 2022 the Company and DBAG formed a subsidiary, Forge Europe GmbH. Europe. DBAG is a stockholder of the Company and one of the Company's directors is affiliated with DBAG. See Note 1, "Organization and Description 2, "Summary of Business", Significant Accounting Policies" for additional information.

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Forge Global Advisors LLC ("FGA"), a wholly-owned subsidiary of the Company and an investment adviser registered under the Investment Advisers Act of 1940, as amended, advises investment funds, each of which are organized as a series of Forge Investments LLC and segregated portfolio companies of Forge Investments SPC and Forge Investments II SPC (such investment funds and portfolio companies are individually and collectively referred to as "Investment Funds"). The Investment Funds are each formed for the purpose of investing in securities relating to a single private company and are owned by different investors. Effective January 1, 2023, FGA serves as the manager of the Forge Investments LLC series Investment Funds. Prior to January 1, 2023, the Forge Investments LLC series Investment Funds were managed by a third-party fund administrator. The Company utilizes a third-party fund administrator to manage the Forge Investments SPC and Forge Investments II SPC Investment Funds. The Company has no ownership interest nor participation in the gains or losses of the Investment Funds. The Company does not consolidate Forge Investments LLC, Forge Investments SPC, Forge Investments II SPC, or any of the Investment Funds, because the Company has no direct or indirect interest in the Investment Funds and the amount of expenses the Company pays on behalf of the Investment Funds are not significant to the entities. Investors in the Investment Funds do not have any recourse to the assets of the Company.

While not contractually required, FGA may, at its sole discretion, absorb certain expenses on behalf of the Investment Funds. Audit and accounting related services are recorded in professional services in the unaudited condensed consolidated statements of operations. Professional services expenses of \$0.2 million \$0.3 million and \$0.4 million \$0.7 million were recognized during the three and six months ended March 31, 2024 June 30, 2024. Professional services expenses of \$0.6 million and 2023, respectively. \$1.0 million were recognized during the three and six months ended June 30, 2023.

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

A family member of one of the Company's executive officers is a portfolio manager for investment funds that engage in secondary transactions with the Company and receive data services from the Company in the ordinary course of business. Such transactions became related party transactions upon the employee's appointment to executive officer in April 2023. For the three and six months ended March 31, June 30, 2024, and 2023, the total value of such transactions was \$0.0 million and \$2.7 million, respectively, and the aggregate marketplace revenue, less transaction-based expenses, that the Company received from the funds for such transactions was \$0.0 million and less than \$0.1 million, respectively. For the three and six months ended June 30, 2023, aggregate marketplace revenue, less transaction-based expenses, that the Company received from the funds for such transactions was less than \$0.1 million and \$0.2 million, respectively.

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

The following discussion and analysis provide information that our management believes is relevant to an assessment and understanding of our consolidated results of operations and financial condition. This discussion and analysis should be read together with the unaudited condensed consolidated financial statements and related notes to those statements in this Report, as well as our audited consolidated financial statements and related notes to those statements included in our Annual Report on Form 10-K filed with the SEC on March 26, 2024 (the "Annual Report"). This discussion and analysis contains forward-looking statements based upon current expectations that involve risks, uncertainties, and assumptions, as described under the heading "Forward-Looking Statements." Actual results and timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" or elsewhere in this Report.

Effective with our Annual Report filed on March 26, 2024, we have renamed a category of our revenue, previously described as "Placement Fee" revenue, to "Marketplace" revenue in order to align with the types of revenue included in this category. Marketplace revenue includes placement fees, subscription fees earned from our data products, and private company solutions revenue. We believe this name better describes the revenue included therein and therefore is more useful to investors by better characterizing the underlying types of revenue included. We have not adjusted methodology, assumptions, or otherwise changed any aspects of "Placement Fee" revenue in making this name change to "Marketplace" revenue, and this category of revenue remains comparable to prior period presentations.

Unless the context otherwise requires, references in this section to "Forge," the "Company," "we," "us," and "our," refer to Forge Global Holdings, Inc. and its subsidiaries. **Business Overview**

Forge is building the private market of the future — a more accessible, transparent, and liquid market for participating in private market growth. We offer a trusted trading platform, proprietary data, and insights to inform investment strategies, along with custody services to help companies, stockholders, institutions, and accredited investors confidently navigate and transact in the private market. Our scaled and integrated business model is at the nexus of the private market ecosystem, which we believe creates a sustaining competitive advantage fueling our customers' participation in the private market and our growth. The key solutions offered by our platform include:

• **Trading Solutions** — Forge Markets is our platform that connects potential investors with private company stockholders and enables them to efficiently facilitate private share transactions.

• **Custody Solutions** — Forge Trust Co. is our non-depository trust company that enables clients to securely custody and manage assets through a robust and user-friendly online portal.

• **Data Solutions** — Forge Data is our data business that provides market participants the information and insight to confidently navigate, analyze, and make investment decisions in the private market.

Corporate History and Background

On March 21, 2022 (the "Closing Date"), we consummated our business combination pursuant to the terms of the Agreement and Plan of Merger, dated September 13, 2021 (the "Merger Agreement"), by and among Motive Capital Corp, a blank check company incorporated as a Cayman Islands exempted company in 2020 ("MOTV"), FGI Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of MOTV ("Merger Sub"), and Forge Global, Inc., a Delaware corporation ("Legacy Forge").

Pursuant to the Merger Agreement, on the Closing Date, immediately prior to the consummation of the Business Combination (as defined below), MOTV changed its jurisdiction of incorporation from the Cayman Islands to the State of Delaware and changed its corporate name to "Forge Global Holdings, Inc." (the "Domestication"). On the Closing Date, Merger Sub merged with and into Legacy Forge (the "Merger"), with Legacy Forge surviving the Merger as a direct, wholly-owned subsidiary of the Company (together with the Merger, the Domestication, and the other transactions contemplated by the Merger Agreement, the "Business Combination").

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Legacy Forge is considered the Company's accounting predecessor. The Merger was accounted for as a reverse recapitalization with Legacy Forge as the accounting acquirer and MOTV as the acquired company for accounting purposes.

Key Factors Affecting our Performance

The key factors affecting our performance described below are not the only ones applicable to us. We believe that the growth of our business and our future success are dependent upon a number of key factors, including the following:

Growing our Customer Base

Our growth requires continued adoption of our platform by new customers and increased usage by current customers. We plan to continue to introduce products and features to attract and retain current and new customers, and we plan to seek to increase brand awareness and customer adoption of our platform through digital and broad-scale advertising.

Expanding our Relationship with Existing Customers

Our revenue generally grows as our customers increase their usage of our platform, as well as when we introduce new products and features to our customers. We aim to grow with our customers over time and to grow our relationship with

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our customers as they build and manage their wealth. Through our customer-centric and complementary solutions, we seek a future where sellers become buyers, buyers become custody account holders, and account holders continue to participate in the private market. Our ability to expand our relationship with our customers is therefore an important contributor to our long-term growth.

Investing in our Platform

We intend to continue to invest in our platform capabilities and regulatory and compliance functions to support new and existing customers and products that we believe will drive our growth. As our customer base and platform functionalities expand, areas of investment priority include product innovation, automation, technology and infrastructure improvements, and customer support. We believe these investments will contribute to our long-term growth. Additionally, we strive to strengthen our relationships with our customers by responding to customer feedback not only through the introduction of new products, but also through improvements to our existing products and services. In this period of market disruption, we are focused on building by improving our platform to drive down the cost and time of trading.

Market Trends

Our results of operations are impacted by the overall health of the economy and consumer and institutional investing patterns, which include the following key drivers:

- **Private Market Trends.** Supply of and demand for private market investing continues company shares fluctuates with various factors, including but not limited to, anticipated and planned IPOs, mergers and acquisitions activity in the public and private space, the level of closed and committed private company funding rounds, exits by

private equity or investment firms, the number of venture-backed venture and private equity backed companies and late-stage participating in the private growth companies fluctuate, our supply and demand will shift accordingly as such factors affect the number of market generally, existing stockholders looking for liquidity, as well as potential investors interested in obtaining equity in such companies while they remain private. Although periods of macroeconomic growth in the United States, particularly in private equity markets, generally stimulate growth in overall investment activity on our platform, such activity has been and may continue to be negatively impacted by any slowdowns, downturns, demand from individual and volatility in the macroeconomic environment and private equity markets, institutional accredited investors.

- **Consumer Behavior**. Buyers' and sellers' behaviors vary over time and are affected by numerous conditions. For example, behavior may be impacted by social or economic factors such as changes in disposable income levels and the need for liquidity, employee tenure, general interest in investing, interest rate levels, and reaction to stock market volatility. There may also be high profile IPOs, SPACs, or idiosyncratic events impacting single companies that impact consumer behavior. These shifts in consumer behavior may influence interest in our products platform over time.
- **Macroeconomic Environment**. Customer and business behavior and risk appetite is appetites by individual and institutional accredited investors, as well as businesses, are impacted by various factors in the overall macroeconomic environment. Despite a higher environment, including but not limited to, the interest rate environment, the economy has shown resilience; however, market uncertainty continues. Volatility volatility and liquidity risks to private equity valuations, as well as and uncertainty around settlement prices for illiquid assets, assets. These factors could all, individually or together, impact investor appetite and investment preferences across the alternative investment and private markets space.

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Types of Structures

We have facilitated direct trades, trades in both our own special purpose vehicles (each, an "Investment Fund") and other firms' funds, and certain forward agreements. We may adjust marketplace revenue to account for the operational costs of these transaction types, and we incur certain transaction-based costs depending on the structure. The mix of trades in different structures will impact our overall take rate and revenues.

Types of Buyers/Sellers

The type of customer may influence our marketplace revenue. Examples of a type of customer are institutional and individual customers, who may receive various placement fee rates depending on different factors. Having customers that come to our platform through third-party brokers or our private company solutions may also impact our marketplace revenue. The mix of customers in any given period may impact our overall take rate and revenues.

Use of Third-Party Brokers and Referral Partners

When working with a third-party broker or partner, we share a portion of the marketplace revenue, which are recognized in our unaudited condensed consolidated financial statements under transaction-based expenses. The mix of fees

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paid to third-party brokers and partners fluctuates each time period, which we expect to continue based on the size of our order book and our number of partners, as well as changes in the market overall.

Custodial administration fees

We generate revenue from account maintenance fees, asset fees, and cash administration fees. The cash administration fees are based on prevailing interest rates and customer cash balances, and currently make up the majority of custodial administration fee revenue. With respect to the account maintenance fees, we assess a flat quarterly fee per account, with additional fees based on the number and types of assets held and the number and type of transactions executed. The account revenues depend on the number of Total Custodial Accounts, which include accounts customers open directly with us and the activity within these accounts, as well as accounts we custody on behalf of partners. Our business depends on maintaining and growing the number of Total Custodial Accounts.

Segment Information

We operate as a single operating segment and reportable segment. Our chief operating decision maker is our Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, assessing financial performance, allocating resources, and evaluating our financial performance. Accordingly, we have concluded that we consist of a single operating segment and reportable segment for accounting and financial reporting purposes.

Key Business Metrics

We monitor the following key business metrics to help us evaluate our business, identify trends affecting our business, formulate business plans, and make strategic decisions. The tables below reflect period-over-period changes in our key business metrics, along with the percentage change between such periods. We believe the following business metrics are useful in evaluating our business.

		Three Months Ended		Three Months Ended		QoQ		YoY		Three Months Ended		QoQ	
Dollars in thousands	Dollars in thousands	March 31, 2024	December 31, 2023	March 31, 2023	Change	% Change	Change	% Change	Dollars in thousands	June 30, 2024	March 31, 2024	Change	% Change
TRADING BUSINESS													
TRADING SOLUTIONS													
Trades													
Trades													
Volume	Volume	605	435	306	170	39%	299	98%	831	605	226	37%	1%
Volume	Volume	\$262,538	\$250,414	\$128,163	\$12,124	5%	\$134,375	105%	Volume	\$426,318	\$262,538	\$163,780	62%
Net Take Rate	Net Take Rate	3.2%	3.6%	0.1%	2%	(0.4)%	(10)%	2.7%	Net Take Rate	3.2%	(0.6)%	(17)%	2.9%
Marketplace revenues, less transaction-based expenses	Marketplace revenues, less transaction-based expenses	\$8,491	\$7,971	\$4,613	\$520	7%	\$3,878	84%	Marketplace revenues, less transaction-based expenses	\$11,423	\$8,491	\$2,932	35%

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- Trades are defined as the total number of orders executed by us and entities we have acquired on behalf of private investors and stockholders. Increasing the number of orders is critical to increasing our revenue and, in turn, to achieving profitability.
- Volume is defined as the total sales value for all securities traded through our Forge Markets platform, which is the aggregate value of the issuer company's equity attributed to both the buyer and seller in a trade and as such a \$100 trade of equity between buyer and seller would be captured as \$200 of volume for us. Although we typically capture a commission on each side of a trade, we may not in certain cases due to factors such as the use of a third-party broker by one of the parties or supply factors that would not allow us to attract sellers of shares of certain issuers. Volume is influenced by, among other things, the pricing and quality of our services as well as market conditions that affect private company valuations, such as increases in valuations of comparable companies at IPO.
- Net Take Rates are defined as our marketplace revenues, less transaction-based expenses, divided by Volume. These represent the percentage of fees earned by our platform on any transactions executed from the commission we charged on such transactions, less transaction-based expenses, which is a determining factor in our revenue.

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Take Rate can vary based upon the service or product offering and is also affected by the average order size and transaction frequency.

		As of		QoQ		YoY			As of		QoQ		June	
Dollars in thousands	Dollars in thousands	March 31, 2024	December 31, 2023	March 31, 2023	Change	% Change	Change	% Change	Dollars in thousands	June 30, 2024	March 31, 2024	Change	% Change	
CUSTODY BUSINESS														
CUSTODY SOLUTIONS														
Total Custodial Accounts														
Total Custodial Accounts	Total Custodial Accounts													

Total Custodial Accounts	2,152,777	2,078,868	2,078,868	1,937,248	1,937,248	73,909	73,909	4	4 %	215,529	11	11	11 %	\$16,6
Assets Under Custody	Assets Under Custody	\$16,454,327	\$	\$15,647,469	\$	\$14,828,350	\$	\$806,858	5	5 %	\$1,625,977	11	% Custody	\$16,6

- Total Custodial Accounts are defined as our customers' custodial accounts that are established on our platform and billable. These relate to our Custodial Administration fees revenue stream and are an important measure of our business as the number of Total Custodial Accounts is an indicator of our future revenues from certain account maintenance, transaction, and cash administration fees.
- Assets Under Custody is the reported value of all client holdings held under our agreements, including cash submitted to us by the responsible party. These assets can be held at various financial institutions, issuers, and in our vault. As the custodian of the accounts, we collect all interest and dividends, handle all fees and transactions, and any other considerations for the assets concerned. Our fees are earned from the overall maintenance activities of all assets and are not charged on the basis of the dollar value of Assets Under Custody, but we believe that Assets Under Custody is a useful metric for assessing the relative size and scope of our business.

Non-GAAP Financial Measures

In addition to our financial results determined in accordance with generally accepted accounting principles in the United States ("GAAP"), we present Adjusted EBITDA, a non-GAAP financial measure. We use Adjusted EBITDA to evaluate our ongoing operations and for internal planning and forecasting purposes. We believe that Adjusted EBITDA, when taken together with the corresponding GAAP financial measure, provides meaningful supplemental information regarding our performance by excluding specific financial items that have less bearing on our core operating performance. We consider Adjusted EBITDA to be an important measure because it helps illustrate underlying trends in our business and our historical operating performance on a more consistent basis.

However, non-GAAP financial information is presented for supplemental informational purposes only, has limitations as an analytical tool, and should not be considered in isolation or as a substitute for financial information presented in accordance with GAAP. In addition, other companies, including companies in our industry, may calculate similarly titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of Adjusted EBITDA as a tool for comparison. A reconciliation is provided below for Adjusted EBITDA to net loss, the most directly comparable financial measure stated in accordance with GAAP. Investors are encouraged to review Adjusted EBITDA and the reconciliation of Adjusted EBITDA to net loss, and not to rely on any single financial measure to evaluate our business.

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We define Adjusted EBITDA as net loss attributable to Forge Global Holdings, Inc., adjusted to exclude: (i) net loss attributable to noncontrolling interest, income, (ii) provision for income taxes, (iii) interest (income) expense, net, loss attributable to noncontrolling interest, (iv) depreciation and amortization, (v) share-based compensation expense, (vi) change in fair value of warrant liabilities, and (vii) other significant gains, losses, and expenses such as impairments or acquisition-related transaction costs that we believe are not indicative of our ongoing results.

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The following table reconciles net loss attributable to Forge Global Holdings, Inc. to our Adjusted EBITDA for the periods presented **below** (in thousands):

	Three Months Ended		Three Months Ended		Three Months Ended		Six Months Ended	
	March 31, 2024		December 31, 2023		March 31, 2023			
	June 30, 2024	March 31, 2024	June 30, 2024	June 30, 2023	June 30, 2023	June 30, 2023	June 30, 2023	June 30, 2023
Net loss attributable to Forge Global Holdings, Inc.								
Add:								
Net loss attributable to noncontrolling interest								
Net loss attributable to noncontrolling interest								
Net loss attributable to noncontrolling interest								
Provision for income taxes								
Interest (income) expense, net								
Interest (income) expense, net								
Interest (income) expense, net								
Provision for income taxes								
Net loss attributable to noncontrolling interest								
Depreciation and amortization								
Loss on impairment of long lived assets								
Impairment of right-of-use assets								
Share-based compensation expense								

Change in fair value of warrant liabilities
Impairment of right-of-use assets
Loss on impairment of long lived assets
Adjusted EBITDA

Some of the limitations of Adjusted EBITDA include: (i) Adjusted EBITDA does not properly reflect capital commitments to be paid in the future, and (ii) although depreciation and amortization are non-cash charges, the underlying assets may need to be replaced and Adjusted EBITDA does not reflect these capital expenditures. In evaluating Adjusted EBITDA, be aware that in the future we will incur expenses similar to the adjustments in this presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by these expenses or any unusual or non-recurring items. We compensate for these limitations by providing specific information regarding the GAAP items excluded from Adjusted EBITDA. When evaluating our performance, consider Adjusted EBITDA in addition to, and not a substitute for, other financial performance measures, including our net loss and other GAAP results.

Basis of Presentation

The unaudited condensed consolidated financial statements and accompanying notes included elsewhere in this Report include our accounts and accounts of our consolidated subsidiaries and were prepared in accordance with GAAP.

Components of Results of Operations

Revenue

We generate revenue from providing private market services, which include fees charged for private placements on our platform, and fees charged for account and asset management to customers.

We categorize our services into the following categories:

Marketplace revenue — We maintain a platform which generates revenues through our Forge Markets offering with volume-based fees sourced from institutions, individual investors, and private equity holders. Marketplace revenue represents fees charged by us for executing a private placement on our platform. We earn agency marketplace revenue in non-underwritten transactions, such as private placements of equity securities. We receive marketplace revenue on these transactions and believe that our trade execution performance obligation is completed upon the placement and consummation of a transaction and, as such, revenue is earned on the transaction date with no further obligation to the customer at that time. We enter into arrangements with individual accredited customers or Investment Funds to execute private placements in the

secondary market. Revenues generated from our data solutions are classified as part of marketplace revenue in our unaudited condensed consolidated statements of operations (see *Subscription Fees* below).

Custodial administration fees — We generate revenue from account maintenance fees, asset fees, transaction fees, and cash administration fees. The cash administration fees are based on prevailing interest rates and customer cash balances, and currently make up the majority of custodial administration fee revenue. With respect to the account maintenance fees, we assess a flat quarterly fee per account, with additional fees based on the number and types of assets held and the number

and type of transactions executed. The account revenues depend on the number of Total Custodial Accounts, which include accounts customers opened directly with us and the activity within these accounts as well as accounts we custody on behalf of partners. Revenues from custodial administration fees are recognized either over time as underlying performance obligations are met and day-to-day maintenance activities are performed for custodial accounts, or at a point in time upon completion of transactions requested by custodial account holders.

Subscription Fees — We generate revenues through our Forge Data offerings with subscription fees earned from our data products, including Forge Intelligence and Forge Pro, and subscription fees earned from our private company solutions. Subscription fees for the periods presented were included as part of marketplace revenue in the unaudited condensed consolidated statements of operations.

Transaction-based expenses

Transaction-based expenses represent fees incurred to support placement activities. These include, but are not limited to, third-party broker fees, transfer fees, fund management, and fund and trade settlement.

Compensation and benefits

Compensation and benefits expense is our most significant operating expense and includes employee wages, bonuses, share-based compensation, severance costs, benefits, and employer taxes. The incentive component of our compensation and benefits expense consists of amounts paid on the achievement of sales targets and discretionary bonuses, which are based on both our financial performance and individual employee performance.

Professional services

Professional services expense includes fees for accounting, tax, auditing, **legal consulting**, and **regulatory services**, as well as consulting services received in connection with strategic and technology initiatives.**legal**

Advertising and market development

Advertising and market development is an important driver of our value and we intend to continue making meaningful investments in the Forge brand and growth marketing. This includes brand advertising, thought leadership, content marketing, public relations, partnerships, and other strategies that amplify our brand. We have a rigorous approach to measuring customer lifetime value and optimizing our customer acquisition investments according to market dynamics and effective return on investment ("ROI"). We manage our discretionary expenses in growth marketing in real-time, as audience-specific dynamics show positive ROI.

Rent and occupancy

Rent and occupancy expense is related to our leased property and includes rent, maintenance, real estate taxes, utilities, and other related costs.

Technology and communications

Technology and communications consist of costs for our hosting fees paid to third-party data centers, **software subscriptions**, software development engineers, and maintenance of our computer hardware and software required to support our technology and cybersecurity. Technology and communications also include costs for network connections for our electronic platforms and telecommunications.

General and administrative

General and administrative includes **corporate** insurance, travel and entertainment, reserves for contingent losses, including allowances for bad debts and legal proceedings, and other general and administrative costs.

Depreciation and amortization

Depreciation and amortization is attributable to property and equipment, intangible assets and capitalized internal-use software.

Interest income

Interest income primarily includes interest income earned on our cash, **cash equivalents**, and **cash equivalents**, **term deposits**.

Change in fair value of warrant liabilities

Changes in the fair value of warrant liabilities are related to warrant liabilities that are marked-to-market each reporting period with the change in fair value recorded in the accompanying unaudited condensed consolidated statements of operations until the warrants are exercised, expire, or other facts and circumstances that could lead the warrant liabilities to be reclassified to stockholders' equity.

Other income (expenses), net

Other income (expenses), net, includes other non-operating income and expenditures, sublease income, and gain or loss on equity method investments.

Provision for income taxes

Income tax expense consists of federal, state, and foreign income taxes. We maintain a valuation allowance against deferred tax assets net of deferred tax liabilities, with the exception of certain indefinite-lived liabilities, as we have concluded it is not more likely than not that we will realize our net deferred tax assets.

Results of Operations

The following table sets forth our unaudited condensed consolidated statements of operations for the interim periods indicated (in thousands):

Three Months Ended	Three Months Ended	Three Months Ended	Six Months Ended
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	March 31, 2024	December 31, 2023	March 31, 2023
Total revenues, less transaction-based expenses			
Total revenues, less transaction-based expenses			
	June 30, 2024	March 31, 2024	June 30, 2024
Total revenues, less transaction-based expenses			
Operating expenses:			
Compensation and benefits			
Compensation and benefits			
Compensation and benefits			
Other			
Other			
Other			
Total operating expenses			
Operating loss			
Total interest and other income (expense)			
Total interest and other income (expense)			
Total interest and other income (expense)			
Loss before provision for income taxes			
Provision for income taxes			
Net loss			
Net loss attributable to noncontrolling interest			
Net loss attributable to Forge Global Holdings, Inc.			

Revenue

Revenue

	Three Months Ended		QoQ		Six Months Ended		YoY	
	June 30, 2024	March 31, 2024	Change	% Change	June 30, 2024	June 30, 2023	Change	% Change
(in thousands)								
Marketplace revenues	\$ 11,679	\$ 8,520	\$ 3,159	37 %	\$ 20,199	\$ 10,355	\$ 9,844	95 %
Custodial administration fees	10,603	10,722	(119)	(1)%	21,325	21,844	(519)	(2)%
Total revenues	\$ 22,282	\$ 19,242	\$ 3,040	16 %	\$ 41,524	\$ 32,199	\$ 9,325	29 %
Transaction-based expenses	(256)	(29)	(227)	783 %	\$ (285)	\$ (102)	\$ (183)	179 %
Total revenues, less transaction-based expenses	\$ 22,026	\$ 19,213	\$ 2,813	15 %	\$ 41,239	\$ 32,097	\$ 9,142	28 %

	Three Months Ended			QoQ		YoY	
	March 31, 2024	December 31, 2023	March 31, 2023	Change	% Change	Change	% Change
(in thousands)							
Marketplace revenues	\$ 8,520	\$ 8,152	\$ 4,632	\$ 368	5 %	\$ 3,888	84 %
Custodial administration fees	10,722	10,907	10,847	(185)	(2)%	(125)	(1)%
Total revenues	\$ 19,242	\$ 19,059	\$ 15,479	\$ 183	1 %	\$ 3,763	24 %
Transaction-based expenses	(29)	(181)	(19)	152	(84)%	\$ (10)	53 %
Total revenues, less transaction-based expenses	\$ 19,213	\$ 18,878	\$ 15,460	\$ 335	2 %	\$ 3,753	24 %

Comparison of Three Months Ended March 31, 2024 June 30, 2024 and December 31, 2023 March 31, 2024

Total revenues, less transaction-based expenses, increased **\$0.3 million** **\$2.8 million**, or **2% 15%**.

Marketplace revenue increased by **\$0.4 million** **\$3.2 million**, or **5% 37%**, driven by a **5% 62%** increase in volume and partially offset by a 55 basis point decrease in modest improvement in net take rate to 2.7% for the three months ended June 30, 2024. Net take rate in the three months ended June 30, 2024 was lower due to large block transactions.

executed at lower net take rates. Transaction volume has been steadily increasing since the low in the first quarter of 2023 as private market conditions improve. The bid-ask spread for companies on our platform declined in June 2024 to its lowest level in a year. Lower bid-ask spreads improve the likelihood of a matched transaction.

Custodial administration fees decreased by ~~\$0.2 million~~ \$0.1 million, or ~~1%~~ 1%. Average cash deposits were up slightly in the three months ended June 30, 2024, driven by declining cash deposits with slightly lower interest rates leading to lower revenue for cash administration services. To the extent this trend continues, or interest rates decline, custodial administration fee revenue could decline. Total custodial accounts increased ~~4%~~ 3%, to 2,152,777, 2,211,108, as of **March 31, 2024** June 30, 2024.

Comparison of Three Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023

Total revenues, less transaction-based expenses, increased ~~\$3.8 million~~ \$9.1 million, or ~~24%~~ 28%.

Marketplace revenue increased by ~~\$3.9~~ 9.8 million, or ~~84%~~ 95%, driven by a ~~105%~~ 145% increase in trade volume partially offset in part by a ~~36~~ 75 basis point decrease in net take rate, rate to 2.9%. Net take rate in the six months ended June 30, 2024 was lower due to large block transactions executed at lower net take rates.

Custodial administration fees decreased by ~~\$0.1~~ 0.5 million, or ~~1%~~ 2%, driven by declining cash deposits offset in part by rate rate increases.

Compensation and benefits

(in thousands)	Three Months Ended			Three Months Ended			QoQ		YoY			Three Months Ended		QoQ	
	March 31, 2024		December 31, 2023	March 31, 2023		Change	% Change	Change		% Change	(in thousands)	June 30, 2024	March 31, 2024	Change	% Change
	Salary	Incentive compensation and other bonus	Share-based compensation	Benefits and other	Total compensation and benefits			Salary	Change	Change	June 30, 2024	March 31, 2024	Change	Change	
Salary	\$14,872	\$13,377	\$13,529	\$1,495	\$25,762	\$1,817	\$4,082	\$1,343	10%	\$14,472	\$14,871	\$ (399)	(3)%		
Incentive compensation and other bonus	3,935	4,262	3,261	3,261	(327)	(8)%	674	674	21%	4,843	3,935	908	23%		
Share-based compensation	9,467	8,891	7,401	7,401	576	6 %	2,066	2,066	28%	7,859	9,467	(1,608)	(17)%		
Benefits and other	1,570	1,497	1,571	1,571	73	5 %	(1)	(1)	—%	1,610	1,570	40	3%		
Total compensation and benefits	\$29,844	\$28,027	\$25,762	\$1,817	6%		\$4,082	\$4,082	16%	\$28,784	\$29,843	\$ (1,059)	(4)%		

Comparison of Three Months Ended March 31, 2024 June 30, 2024 and December 31, 2023 March 31, 2024

Compensation and benefits expense increased ~~\$1.8 million~~ decreased \$1.1 million, or ~~6%~~ 4%.

Salary expense increased ~~\$1.5 million~~ decreased \$0.4 million due to the impact of annual increases effective January 1, 2024, higher slightly lower average wages and employer paid payroll-related tax expense, and higher severance costs taxes as the Company continues to align headcount to current and future business needs.

Incentive compensation and other bonus expense decreased ~~\$0.3 million~~ increased \$0.9 million primarily due to lower discretionary bonus accruals, higher commissions related to increased trading volume and marketplace revenue.

Share-based compensation expense increased ~~decreased \$0.6 million~~ primarily due to fewer new incentive grants awarded during the period, partially offset by forfeitures and lower amortization in connection with prior years' grants, grants offset in part by accelerated amortization recognized in connection with grant modifications.

Comparison of Three Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023

Compensation and benefits expense increased ~~\$4.1 million~~ \$7.7 million, or ~~16%~~ 15%.

Salary expense increased \$1.3 **2.6** million due to the impact of annual increases, and employer paid payroll-related taxes, and increased headcount in connection with Forge Europe, offset in part by lower severance costs.

Incentive compensation and other bonus expense increased **\$0.7 million** \$4.0 million primarily driven by higher commissions in connection with the increase in marketplace revenue offset in part by lower discretionary bonus accruals.

Share-based compensation expense increased **\$2.1 million** \$1.1 million primarily due to new incentive grants awarded during the period under our 2022 Plan, period.

Other operating expenses

(in thousands)	Professional services	Three Months Ended		Three Months Ended		QoQ % Change	YoY % Change		Profes servic es			
		March 31, 2024	December 31, 2023	March 31, 2023	Change		Change	(in Change thousands)				
		\$ 2,217	\$ 3,021	\$ 2,736	\$ (804)		\$ (519)	(19)				
Advertising and market development												
Advertising and market development												
Advertising and market development		1,090	1,023	677	677	67	7	7 %	413			
Rent and occupancy	Rent and occupancy	1,135	1,268	1,326	1,326	(133)	(133)	(10) %	(191)			
Technology and communications	Technology and communications	3,060	3,879	3,879	3,390	(819)	(819)	(21) %	(330)			
General and administrative	General and administrative	5,062	4,367	4,367	2,748	695	695	16 %	2,314			
Depreciation and amortization	Depreciation and amortization	1,816	1,708	1,708	1,789	108	108	6 %	27			
Total other operating expenses	Total other operating expenses	\$14,380	\$15,266	\$12,666	\$ (886)	(6)	(6) %	\$ 1,714	14			
									14 % Total other operating expenses			

Comparison of Three Months Ended March 31, 2024 June 30, 2024 and December 31, 2023 March 31, 2024

Other operating expenses decreased **\$0.9 million** \$3.5 million, or **6% 24%**.

Other operating expenses in the three months ended March 31, 2024 and December 31, 2023 include June 30, 2024 decreased due to certain non-recurring charges including incurred during the three months ended \$2.8 million and \$2.5 million March 31, 2024, respectively, including \$2.8 million related to litigation settlement accruals, recorded in general and administrative expense, and an impairment of \$0.2 million recorded during the three months ended March 31, 2024 in connection with the Company's right-of-use asset. Cost containment efforts resulted in decreases of \$0.6 million in third-party software engineers rent and \$0.3 million in rent occupancy expense. Lower professional services expenses of \$0.6 million are attributable to the Company's cost containment efforts as well as the timing of expenses in connection with investment services provided by FGA, accounting services, and legal matters and recruiting. These savings were partially offset by increases in travel costs, as the Company moves to a hybrid workplace and more in-office activities, and higher provisions for bad debts.

Comparison of Three Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023

Other operating expenses increased **\$1.7 million** decreased \$1.4 million, or **14% 5%**.

Other operating expenses in the three six months ended March 31, 2024 includes June 30, 2024, include certain non-recurring charges, including \$2.8 million related to litigation accruals, recorded in general and administrative expenses, and an impairment of \$0.2 million recorded during the three months ended March 31, 2024 in connection with the Company's right-of-use asset, asset, recorded in rent and occupancy expense. The three six months ended March 31, 2023 includes June 30, 2023 include certain non-recurring charges, including \$1.5 million related to litigation accruals and capitalized software impairment losses of \$0.5 million, recorded in general and administrative expenses. Cost containment efforts resulted in decreases of \$0.7 million in company liability insurance costs, professional services, \$0.5 million in third-party software engineers, engineer expense, recorded in technology and communication expense, \$0.4 million in rent expense, recorded in rent and occupancy expense, from rationalization of the Company's office

space needs. Lower professional services expenses of **0.5** **1.0** million are attributable to the Company's cost containment efforts as well as the timing of expenses in connection with consulting services company liability insurance costs, recorded in general and recruiting, administrative expense. These savings were partially offset by increases in advertising and marketing, market development expenses and travel costs, recorded in general and administrative expense, as the Company moves to a hybrid workplace and more in-office activities.

Total interest and other income (expenses)

(in thousands)	(in thousands)	Three Months Ended			Three Months Ended			QoQ % Change	YoY % Change (in thousands)	June 30, 2024
		March 31, 2024	December 31, 2023	March 31, 2023	Change	% Change				
Interest income	Interest income	\$1,709	\$1,868	\$1,509	\$ (159)	(9)%	\$ 200	13	13	\$ 1,495
Change in fair value of warrant liabilities	Change in fair value of warrant liabilities	4,447	(3,750)	(3,750)	168	8,197	8,197	219	4,279	2,547
Other income, net	Other income, net	76	116	116	215	(40)	(40)	(34)	(139)	(65)
Total interest and other income (expense)	Total interest and other income (expense)	\$6,232	\$ (1,766)	\$1,892	\$7,998	453	453 %	\$4,340	229	229
nm = not meaningful										
Total interest and other income (expense) \$ 3,869										

Comparison of Three Months Ended March 31, 2024 June 30, 2024 and December 31, 2023 March 31, 2024

Total interest and other income (expenses) increased \$8.0 million decreased \$2.4 million, or **453%** **38%**, primarily from the favorable change of **\$8.2 million** **\$2.2 million** in the fair value of warrant liabilities during the three months ended **March 31, 2024** **June 30, 2024**. Changes in the fair value of warrant liabilities are primarily driven by changes in the closing price of the Company's stock on the valuation date and the stock price volatility assumption. Declining interest income is the result of lower average **Company** cash balances.

Comparison of Three Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023

Total interest and other income (expenses) increased \$4.3 million, or 229% **\$10.5 million**, primarily from the favorable change of **\$4.3 million** **\$10.3 million** in the fair value of warrant liabilities. Interest income increased **\$0.2 million** **\$0.4 million** driven by favorable interest rates earned on the Company's cash balances.

Liquidity and Capital Resources

To date, we have financed our operations primarily through revenue from operations, issuances of securities, issuances of debt, and proceeds from the Business Combination. Our primary requirements for liquidity and capital are to finance working capital, capital expenditures, and investments in business acquisitions.

As of **March 31, 2024** **June 30, 2024**, our principal source of liquidity is our cash and cash equivalents balance of **\$129.6 million** **\$120.5 million**. Since our inception, we have generated operating losses as reflected in our accumulated deficit. We had an accumulated deficit of **\$299.3** **\$313.0 million** as of **March 31, 2024** **June 30, 2024**.

We believe our existing cash and cash equivalents as of **March 31, 2024** **June 30, 2024** will be sufficient to meet our operating working capital and capital expenditure requirements for at least twelve months from the date of this Report. Our future financing and capital requirements will depend on many factors including our growth rate, the timing and extent of spending to support development of our platform, and the expansion of sales and marketing activities. Although we currently are not a party to any agreement and do not have any understanding with any third parties with respect to potential investments in, or acquisitions of, businesses or technologies, we may enter into these types of arrangements in the future, which could also require us to seek additional equity or debt financing. Additional funds may not be available on terms favorable to us or at all.

We intend to continue to make investments in product development, sales efforts, and additional general and administrative costs. We expect to continue to maintain financing flexibility in the current market conditions. As a result, we may require additional capital resources to execute strategic initiatives to grow our business.

Our future capital requirements will depend on many factors including our revenue growth rate, the timing, and extent of spending to support further sales, and marketing and research and development efforts.

We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, results of operations, and financial condition would be materially and adversely affected.

Cash Flow Summary

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

	Three Months Ended March 31,		Six Months Ended June 30,	
	2024	2024	2023	2024
Net cash used in:				
Net cash provided by (used in):				
Operating activities				
Operating activities				
Operating activities	\$ (12,375)	\$ (17,715)	\$ (26,806)	\$ (31,337)
Investing activities	Investing activities \$ (400)	\$ (71)	Investing activities \$ 5,892	\$ (2,764)
Financing activities	Financing activities \$ (2,076)	\$ (496)	Financing activities \$ (2,976)	\$ (227)

Operating Activities

Cash used in operating activities for the three six months ended March 31, 2024 June 30, 2024 of \$12.4 million \$26.8 million was primarily driven by our net loss of \$19.0 million \$33.0 million, adjusted for non-cash charges of \$7.8 million \$15.9 million and net cash outflows of \$1.1 million \$9.7 million in connection with changes in our operating assets and liabilities. Non-cash charges primarily consisted of share-based compensation of \$9.5 million \$17.3 million, a decrease in the fair value of warrant liabilities of \$4.4 million \$6.7 million, and depreciation and amortization of \$1.8 million \$3.6 million. The main driver of the cash outflows from the changes in operating assets and liabilities was related to an increase in prepaid expenses and other assets of \$4.2 million attributable to payment of annual corporate insurance premiums and legal defense costs recoverable under an indemnification claim, a decrease in accrued expenses and other liabilities of \$1.9 million primarily attributable to payments in connection with legal settlements, and a decrease in accrued compensation and benefits of \$4.0 million \$1.9 million attributable to the payments made during the quarter six months ended June 30, 2024 of incentive compensation related to the prior year.

Cash used in operating activities for the three six months ended March 31, 2023 June 30, 2023 of \$17.7 million \$31.3 million was primarily related to our net loss of \$21.3 million \$46.4 million, adjusted for non-cash charges of \$10.5 million \$25.7 million, and net cash outflows of \$7.0 million \$10.6 million related to changes in our operating assets and liabilities. Non-cash charges primarily consisted of share-based compensation of \$7.4 million \$16.2 million and depreciation and amortization of \$1.8 million \$3.5 million. The main driver of the cash outflows from the changes in operating assets and liabilities were driven by a decrease in accrued compensation and benefits of \$6.7 million \$7.5 million attributable to the payments made during the six months ended June 30, 2023, for incentive compensation related to the prior year.

Investing Activities

Cash provided by investing activities for the six months ended June 30, 2024 of \$5.9 million was primarily cash received for the maturity of term deposits. Cash used in investing activities for the six months ended was \$0.4 million and June 30, 2023 of \$0.1 million \$2.8 million for the three months ended March 31, 2024 and March 31, 2023, respectively, which consisted was primarily of cash paid for leasehold improvements, the purchase of term deposits.

Financing Activities

Cash used in financing activities was \$2.1 million \$3.0 million and \$0.5 million \$0.2 million for the three six months ended March 31, 2024 June 30, 2024 and March 31, June 30, 2023, respectively, which consisted primarily of cash paid related to net share settlements of equity awards.

Contractual Obligations

Our contractual obligations have not changed materially outside of the normal course of business as disclosed in our Annual Report, except as described in Note 8, "Commitments and Contingencies" to our unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report.

Off-Balance Sheet Arrangements

Refer to Note 14, "Related Party Transactions" to our unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in our audited annual consolidated financial statements and accompanying notes. We base our estimates on historical experience, current business factors and various other assumptions that we believe are necessary to consider forming a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of revenue and expenses and the disclosure of contingent assets and liabilities. We are subject to uncertainties such as the impact of future events, economic and political factors, and changes in our business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of

our audited annual consolidated financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as our operating environment changes. Changes in estimates are made when circumstances warrant. Such changes in estimates and refinements in estimation methodologies are reflected in reported results of operations; if material, the effects of changes in estimates are disclosed in the notes to our unaudited condensed consolidated financial statements.

On an ongoing basis, we evaluate our estimates and assumptions. Our actual results may differ from these estimates under different assumptions or conditions. The most significant judgments, estimates and assumptions relate to the critical accounting policies, as discussed in more detail below.

There have been no material changes to our critical accounting policies and estimates as compared to those described in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in our Annual Report.

Recent Accounting Pronouncements

See the section titled "Summary of Significant Accounting Policies" in Note 2 of our Annual Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information otherwise required under this item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that such disclosure controls and procedures were effective as of the end of the period covered by this Report and designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the requisite time periods specified in the applicable rules and forms, and that it 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.

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the period covered by this Report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, do not expect that our disclosure controls or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is also based in part upon 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; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Part II - Other Information

Item 1. Legal Proceedings

Information regarding legal proceedings is available in Note 8, "Commitments and Contingencies", to the unaudited condensed consolidated financial statements in this Report.

Item 1A. Risk Factors

An investment in our securities is subject to numerous risks and uncertainties, and the following is a summary of key risk factors when considering an investment. You should read this summary together with the more detailed description of these and other risk factors previously described in the section titled "Item 1A. Risk Factors" in our Annual Report. There have been no material changes from the risk factors previously described in the Annual Report.

- We have a history of losses and may not achieve or maintain profitability in the future.
- There is no assurance that our revenue and business models will be successful.
- If we are unable to develop new solutions or adapt to technological changes, our revenue may not grow as expected.
- If we fail to retain our existing customers or acquire new customers in a cost-effective manner, our business could be harmed.
- We face intense and increasing competition and, if we do not compete effectively, our competitive positioning and operating results will be harmed.
- Given our focus on the private market, our customers may encounter additional risks when investing through our platform, including potential transfer or sale restrictions on securities, lack of information about private companies, opacity in pricing, and liquidity concerns.
- Unfavorable macroeconomic or financial market conditions, as well as adverse global economic or geopolitical conditions could limit our ability to grow our business and adversely affect the results of our operations.
- Our business is subject to extensive, complex, and evolving laws and regulations promulgated by U.S. state, U.S. federal, and non-U.S. laws, including those applicable to broker-dealers, investment advisers, and alternative trading systems, such as regulation by the SEC and FINRA, and in the jurisdictions in which we operate. These laws are subject to change and are interpreted and enforced by various federal, state, and local government authorities, as well as self-regulatory organizations. Compliance with laws and regulations require significant expense and devotion of resources, which may adversely affect our ability to operate profitably.
- We rely on our executive team and key personnel to grow our business, and the loss of or inability to hire either could harm our business.
- **We may not be able to secure adequate insurance to cover all known risks and our insurance policies may not be sufficient to cover all potential claims.**
- Cyber incidents or attacks directed at us and to our systems could result in unauthorized access, information theft, data corruption, operational disruption, and/or financial and reputational loss.
- We collect, store, share, disclose, transfer, use, and otherwise process customer information and other data, including personal information, and an actual or perceived failure by us or our third-party service providers to protect such information and data or respect customers' privacy could damage our reputation and brand, negatively affect our ability to retain customers and harm our business, financial condition, operating results, cash flows, and prospects.
- We depend on third parties for a wide array of services, systems, and information technology applications, and a breach or violation of law by one of these third parties could disrupt our business. Additionally, the loss of any of those service providers could materially and adversely affect our business, results of operations, and financial condition.
- We have previously completed and may continue to evaluate and complete acquisitions in the future, which could require significant management attention, result in additional dilution to our stockholders, increase expenses, disrupt our business, and adversely affect our financial results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Issuer Purchases of Equity Securities

The following table summarizes the Company's share repurchase activity for the three months ended June 30, 2024:

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program ⁽¹⁾
April 1 - 30, 2024	10,149	\$ 0.51234	—
May 1 - 31, 2024	—	\$ —	—
June 1 - 30, 2024	—	\$ —	—

(1) This transaction represented the repurchase of early exercised but unvested stock options from a former employee. This transaction was not part of a publicly announced share repurchase program and we do not have a publicly announced program to repurchase our common stock.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

Securities Trading Plans of Directors and Executive Officers

During the three months ended **March 31, 2024****June 30, 2024**, no director or officer, as defined in Rule 16a-1(f) under the Exchange Act, adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," each as defined in Regulation S-K Item 408 except as follows:

On **December 15, 2023** **May 17, 2024**, the following officers each adopted 10b5-1 trading plans (each, a "Trading Plan") providing exclusively for the sale of shares necessary to satisfy tax withholding obligations arising from the settlement of RSUs as disclosed under "Item 9B. Other Information" of our Annual Report: 1) Kelly Rodrigues, the Company's Chief Executive Officer, 2) Mark Lee, adopted a trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act (a "10b5-1 Plan"). Such 10b5-1 Plan provides for the potential sale of up to 600,000 shares of the Company's Chief Financial Officer, common stock. As permitted by Rule 10b5-1(c)(1)(ii)(D) (2), such 10b5-1 Plan shall only commence on the later of 1) 90 days after **May 17, 2024**, 2) two business days following the disclosure of the Company's financial results in this Report, or 3) after Mr. Rodrigues' current 10b5-1 Plan adopted on June 2, 2023 (and subsequently amended on December 8, 2023) expires pursuant to its terms and without any action by Mr. Rodrigues. The duration of the 10b5-1 Plan is until the earlier of August 31, 2025, when all transactions under the 10b5-1 Plan are completed, or Mr. Rodrigues ceases to be an employee or director of the Company.

On May 15, 2024, Andrew Sievers, the Company's Chief Operating Officer, 4) terminated a 10b5-1 Plan previously adopted on December 15, 2023. Such 10b5-1 Plan provided for the potential sale of up to 225,000 shares of the Company's common stock. No shares were sold under this 10b5-1 Plan prior to its termination. On May 17, 2024, Mr. Sievers adopted a 10b5-1 Plan providing for the potential sale of up to 360,000 shares of the Company's common stock. The duration of the 10b5-1 Plan is until the earlier of September 30, 2025, when all transactions under the 10b5-1 Plan are completed, or Mr. Sievers ceases to be an employee or director of the Company.

On June 14, 2024, Jennifer Phillips, the Company's Chief Revenue and Growth Officer, 5) Johnathan Short, adopted a 10b5-1 Plan for the potential sale of up to 2,264,207 shares of the Company's Chief Legal Officer, and 6) Catherine Dondzila, common stock. The number of shares that may be sold under the 10b5-1 Plan may also be increased by the number of shares of the Company's Chief Accounting Officer. The Trading Plans were adopted in anticipation common stock that are awarded to Ms. Phillips under the Company's equity compensation plans. As permitted by Rule 10b5-1(c)(1)(ii)(D)(2), such 10b5-1 Plan shall only commence on the later of a change in 1) 90 days after June 14, 2024, 2) two business days following the default tax withholding method for such officers from net settlement to sell-to-cover. Following the adoption disclosure of the **Trading Plans**, Company's financial results in this Report, or 3) after Ms. Phillips' current 10b5-1 Plan adopted on September 22, 2022 (and subsequently amended on December 15, 2023) expires pursuant to its terms and without any action by Ms. Phillips. The duration of the anticipated change 10b5-1 Plan is until the earlier of December 31, 2025 or when Ms. Phillips ceases to sell-to-cover was not adopted by be an employee or director of the Compensation Committee. Accordingly, such officers each terminated their respective Trading Plan on March 28, 2024. Prior to their termination, such officers had not sold any shares under their respective Trading Plan. Company.

Item 6. Exhibits

The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Report.

Exhibit Index

Exhibit Number	Description	Incorporated by Reference From Form	Incorporated by Reference From Exhibit Number	Date Filed
10.1+*	<u>Separation and General Release Agreement, dated as of May 31, 2024, by and among the Company and Johnathan Short.</u>	Filed herewith		
10.2+*	<u>Consulting Agreement, dated as of May 31, 2024, by and among the Company and Johnathan Short.</u>	Filed herewith		
31.1	<u>Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act.</u>	Filed herewith		
31.2	<u>Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act.</u>	Filed herewith		
32.1*	<u>Certifications of the Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act.</u>	Furnished herewith		
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).	Filed herewith		
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	Filed herewith		
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith		
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith		
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	Filed herewith		
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith		
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	Filed herewith		

+ Certain of the information, exhibits and schedules, as applicable, to this Exhibit have been omitted in accordance with Regulation S-K Item 601. The registrant agrees to furnish a copy with all omitted information, exhibits and schedules, as applicable, to the SEC upon its request.

Indicates a management contract or compensatory plan, contract or arrangement.

* The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Report and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

Signatures

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

Forge Global Holdings, Inc.

Date: May 7, 2024 August 7, 2024

By: /s/ Kelly Rodrigues

Kelly Rodrigues

Chief Executive Officer (Principal Executive Officer)

Date: May 7, 2024 August 7, 2024

By: /s/ Mark Lee

Mark Lee

Chief Financial Officer (Principal Financial Officer)

4345

Exhibit 10.1

SEPARATION AND GENERAL RELEASE AGREEMENT

THIS SEPARATION AND GENERAL RELEASE AGREEMENT (this "Agreement" or "Separation Agreement") is entered into by and between Forge Global Holdings, Inc. (the "Company"), and Johnathan Short ("Executive").

WITNESSETH

WHEREAS, Executive has entered into an offer letter dated as of June 10, 2022 with the Company (the "Offer Letter") and has been employed by the Company in the position of Chief Legal Officer;

WHEREAS, in connection with Executive's employment, Executive was granted a total of 1,972,771 restricted stock units (the "RSUs"), 1,142,879 of which are unvested as of the Separation Date (the "Unvested RSUs"), in each case, pursuant to the terms and conditions of the Forge Global Holdings, Inc. 2022 Stock Option and Incentive Plan (the "Plan") and the applicable Plan award agreements (collectively, the "Award Agreements");

WHEREAS, unless otherwise approved by the Company, Executive's last day of employment with the Company will be May 31, 2024 (the "Separation Date"), upon which Executive's employment and/or service relationship with the Company and its affiliates shall terminate for all purposes; and

WHEREAS, in exchange for Executive executing and complying with the terms of this Agreement, including without limitation Executive's execution and non-revocation of the general release of claims herein, the Company has agreed to provide Executive the below-described benefits and arrangements; and

WHEREAS voluntarily and of Executive's own free will, Executive desires to accept the Company's offer in exchange for executing and complying with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Company and Executive hereby agree as follows:

1. Separation of Employment; Transition Period.

(a) **Separation Date.** Executive confirms and understands that unless otherwise expressly set forth herein, regardless of whether Executive executes and does not revoke his acceptance to this Agreement, Executive's employment and/or service relationship with the Company and any of its affiliates shall terminate and cease for all purposes effective as of the Separation Date, including for purposes of all salary, wages, compensation, benefits, bonuses, equity, vesting, and any other interests or benefits unless otherwise expressly set forth herein. Regardless of whether Executive timely executes and does not revoke his acceptance to this Agreement, Executive shall be paid Executive's (i) base salary earned through the Separation Date, unpaid expense reimbursements and unused paid time off that accrued through the Separation Date on or before the time required by law and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Separation Date, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans.

(b) **Transition Period.** Effective through the Separation Date (the "Transition Period"), Executive (i) shall assist in the smooth and orderly transition of Executive's duties and responsibilities, (ii) shall continue to serve as an employee in the role(s) Executive serves/served immediately prior to the Separation Date, and (iii) shall otherwise provide reasonable assistance to the Company in accordance with the reasonable directives of the Company.

(c) **Consulting Agreement.** Effective on or about on June 1, 2024 or such other date as the parties may mutually agree, the Company shall engage Executive as an independent consultant upon the terms set forth in the Consulting Agreement attached hereto as Exhibit B (the "Consulting Agreement"). For the avoidance of doubt, Executive's transition from an employee to an independent consultant under the Consulting Agreement will not constitute an interruption of his Service Relationship (as defined in the Plan) with regard to continued vesting of his RSUs.

2. Separation Benefits. In consideration of Executive's promises and covenants set forth herein and further conditioned upon: (a) Executive executing, dating and delivering this Agreement to the Company in accordance with the terms provided in the paragraph titled "Older Worker Benefit Protection Act Disclosure"; (b) Executive not revoking this Agreement as provided for in the section titled "Older Worker Benefit Protection Act Disclosure"; (c) Executive executing, dating and delivering the Affirmation of General Release of Claims attached hereto as Exhibit A to the Company no earlier than the Separation Date and no later than three (3) business days after the Separation Date; and (d) Executive's compliance with all the terms of this Agreement, as well as his continued compliance with that certain Proprietary Information and Additional Covenants Agreement, dated June 12, 2022 (the "PICA"), Company shall pay or provide to Executive the following (collectively, the "Separation Benefits"):

(a) **Severance Payment.** The Company agrees to pay Executive the lump sum total of \$525,000, less applicable withholdings (such payment being the “Separation Payment”). The Separation Payment is equivalent to the sum of (i) twelve (12) months of Executive’s current base salary plus (ii) Executive’s pro rata target bonus for calendar year 2024 through the Separation Date. The Company shall pay the Separation Payment to Employee within ten (10) days after the Effective Date (as defined below).

(b) **Accelerated Vesting of RSUs.** The Executive shall be entitled to receive accelerated vesting with respect to 228,575 of the Unvested RSUs which shall be settled on or about the Separation Date. In addition, the Executive is currently vested in 98,859 RSUs, which RSUs shall also be settled on or about the Separation Date.

(c) **COBRA Payments.** If the Executive was participating in the Company’s group health plan immediately prior to the Separation Date and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), then the Company shall pay the monthly employer COBRA premium for the same level of group health coverage as in effect for Executive on the Separation Date until the earliest of (i) twelve (12) months following the Separation Date or (ii) the end of Executive’s eligibility under COBRA continuation coverage. Notwithstanding the foregoing, if the Company determines at any time that its payment pursuant to this paragraph may be taxable income to Executive, it may convert such payments to payroll payments directly to Executive on the Company’s regular payroll dates, which shall be subject to tax-related deductions and withholdings.

The payments, benefits, and arrangements described in this Section 2 are collectively referred to herein as the “Separation Benefits.”

3. **Full Payment and Satisfaction.** Executive acknowledges and agrees that (i) subject to receipt of the Executive’s receipt of the Separation Benefits described in Paragraph 2 above, Executive has received full and timely payment of all compensation, salary, wages, bonuses, commissions, distributions, vacation pay, paid time off, severance, incentive pay, equity, profits, phantom stock payments, change in control bonuses, or other payments or benefits owed or which ever have been owed by the Company or any of its affiliates through the Separation Date, including without limitation pursuant to the Award Agreements or the Plan and (ii) the Separation Benefits provided herein, individually or in the aggregate, are in exchange for his execution and non-revocation of this Agreement, as well as his compliance with the terms hereof; provided, however, that Executive shall continue to be entitled to the rights and benefits set forth in the Consulting Agreement, subject to the additional terms set forth therein. Other than the vesting of RSUs as described in the Consulting Agreement and the 228,575 RSUs described in section 2(b) above, all remaining Unvested RSUs (the “CIC RSUs”) shall cease to vest upon the Separation Date, subject, however, to the terms of the Consulting Agreement.

4. **General Release of Claims.** In exchange for the consideration set forth herein, including the Separation Benefits, Executive, for Executive, Executive’s agents, attorneys, heirs, beneficiaries, administrators, executors, successors, assigns, and other representatives, and anyone acting or claiming on Executive’s or their joint or several behalf, hereby releases, waives, and forever discharges the Company, and all of its past, present or future parents, subsidiaries or affiliates, and any of its or their past, present or future employees, officers, directors, managers, trustees, board members, owners, equity holders, agents, attorneys, insurers or benefit plans and any of its or their predecessors, successors, assigns, and other representatives, and anyone acting on their joint or several behalf (the “Releasees”), from any and all known and unknown, suspected or unsuspected, claims, causes of action, demands, damages, costs, expenses, attorneys’ fees, liabilities, or other losses, from the beginning of time through the date this Separation Agreement is executed, including, but not limited to, those that in any way arise from, grow out of, or are related to Executive’s employment and/or service relationship with the Company or any of its affiliates or subsidiaries or the termination thereof or any contracts, agreements, awards, policies, plans, programs or practices with or of any Releasee. By way of example only and without limiting the immediately preceding sentence, Executive agrees that Executive is releasing, waiving, and discharging

(a) any and all claims against the Company and the Releasees under (i) any federal, state, or local employment law or statute, including, but not limited to Title VII of the Civil Rights Act(s) of 1964 and 1991, the Age Discrimination in Employment Act, as amended, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification (WARN) Act and any state or local equivalent law(s), the Older Workers Benefit Protection Act, the Fair Labor Standards Act, Section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, the Rehabilitation Act of 1973, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and the Uniformed Services Employment and Reemployment Rights Act; (ii) applicable state or local civil rights law(s), including without limitation the Georgia Equal Pay Act (GEPA), the Georgia Prohibition of Age Discrimination in Employment Act, the Georgia Equal Employment for Persons with Disabilities Code (GEEPDC), and the Georgia Discriminatory Wage Practices Based on Sex Act), each as amended; and (iii) any federal, state or municipal law, statute, ordinance or common law doctrine;

(b) any claim to benefits under any plan, or under the federal Employee Retirement Income Security Act of 1974, as amended, except for Executive’s right to any benefits to which Executive is entitled under any retirement plan of the Company that is intended to be qualified under Section 401(a) of the

(c) any and all claims under common law, including any claim for tort, breach of contract (express or implied, written or oral), quasi contract, wrongful or constructive discharge, defamation, intentional infliction of emotional distress, misrepresentation, fraud, or negligence; (d) any and all claims arising under or in connection with any agreement, understanding, contract, promise, or arrangement, written or oral, between Executive and the Company and/or any of the Releasees, including but not limited to any claims arising under or in connection with the Award Agreements or the Plan; (e) any and all claims for or relating to any compensation, distributions, salary, wages, bonuses, commissions, income, carried interest, contributions, distributions, fees, income, contributions, overtime pay, incentive compensation, equity-based compensation, stock options, shares, equity, or any other actual or prospective stock, equity, option, profits, awards or grants; and (f) any other claims Executive may now have against the Releasees, whether known or unknown to Executive; Notwithstanding any releases granted in the foregoing, Executive's right to be held harmless and Executive's right to indemnification from the Company, as reflected in that certain indemnity agreement, dated July 5, 2022 (the "Indemnification Agreement"), or under the Company's by-laws or certificate of incorporation, shall not be released, altered, or limited in any way as a result of the foregoing.

In addition, in exchange for Executive's release herein and his compliance with this Agreement, the Company, on its behalf as well as any agents, attorneys, successors, assigns, and other representatives and anyone acting or claiming on the Company's or their joint or several behalf, hereby releases, waives, and forever discharges Executive and all of his heirs, executors and/or affiliates, agents, attorneys, insurers and any of its or their predecessors, successors, assigns, and other representatives, and anyone acting on their joint or several behalf from any and all known and unknown, suspected or unsuspected, claims, causes of action, demands, damages, costs, expenses, attorneys' fees, liabilities, or other losses, from the beginning of time through the date this Agreement is executed, including, but not limited to, those that in any way arise from, grow out of, or are related to Executive's employment and/or service relationship with the Company or any of its affiliates or subsidiaries or the termination thereof or any contracts, agreements, awards, policies, plans, programs or practices.

Nothing contained herein shall be construed to prohibit Executive from filing a charge with the Equal Employment Opportunity Commission (the "EEOC"), the National Labor Relations Board, the Securities and Exchange Commission (the "SEC"), or other similar governmental agency (federal, state, or local), or participating in investigations by such government entity. However, Executive acknowledges that the release Executive executes herein waives Executive's right to seek individual remedies in any such action or to seek or accept individual remedies or monetary damages in any such action or lawsuit arising from such charges or investigations, including but not limited to, back pay, front pay, or reinstatement; however, Executive may accept any monetary award offered by the SEC pursuant to Section 21F of the Securities and Exchange Act of 1934. Executive further agrees that if any person, organization, or other entity should bring a claim against the Releasees involving any matter covered by this Agreement, Executive will not accept any personal relief in any such action, including damages, attorneys' fees, costs, and all other legal or equitable relief. Executive also does not release: (i) any rights or claims that may arise after Executive signs this Agreement or which arise under this Agreement; (ii) any rights or claims for unemployment compensation or workers' compensation benefits; (iii) any rights under the Company's 401(k) plan, if any; or (iv) any other rights that cannot be waived by private agreement or operation of law.

5. **No Claims Filed.** Executive affirms that, as of the date of execution of this Separation Agreement, Executive has filed no lawsuit, charge, claim or complaint with any governmental agency or in any court against the Company or the Releasees.

6. **Affirmation of Post-Employment Obligations.** In executing this Separation Agreement, Executive hereby reaffirms the post-employment obligations set forth in the PICA. It is expressly understood that the Company may (i) be entitled to repayment of all or a portion of the payments under Section 2 in the event that Executive breaches any of Executive's obligations under this Separation Agreement or the PICA or (ii) be entitled to all Erroneously Award Compensation as defined under the Company's Compensation Recovery Policy.

7. **Return of Company Property.** Executive agrees that Executive will, unless otherwise agreed to in writing by the Company or as contemplated by the Consulting Agreement, return to the Company all property and equipment of the Company or its affiliates in Executive's possession; provided, that Executive shall retain the Company-issued laptop computer (and anything contained therein and any records related to matters upon which Executive is consulting) through the end of the Term (as defined in the Consulting Agreement), subject to any removal and/or modifications as reasonably requested by the Company. Otherwise, all records, paper and electronic files, documents, software programs, and copies thereof, pertaining to the business of the Company or its affiliates, including without limitation any records, files, documents and programs which may constitute trade secrets and proprietary information belonging to the Company or its affiliates, in each case, shall be returned to the Company by or upon the Separation Date. Executive may not retain copies of any such records, files, documents or programs, and hereby relinquishes and assigns to the Company any and all rights, if any, that Executive may have in any such records, files, documents or programs. Executive represents that Executive has not retained any information about the Company or its affiliates on any personal computer, personal phone, portable data storage device or otherwise.

8. **Non-Disclosure; Confidentiality.**

(a) **Confidential Information.** Subject to Section 10 below, Executive agrees that the circumstances of Executive's separation and/or transition from the Company are strictly confidential, except that Executive may disclose the terms and conditions to Executive's attorneys, accountants, tax consultants, spouse, state and federal tax authorities or as may otherwise be required by law (provided such parties are instructed to comply with this section).

(b) **Defend Trade Secrets Act of 2016 Notice.** Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company or its affiliates that (i) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to Executive's attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Nothing in this Separation Agreement or any other agreement between the parties or any other policies of the Company or its affiliates is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

9. **Non-Disparagement.** Subject to Section 10 below, Executive agrees that he will not make or cause to be made any negative, defamatory, or disparaging statements about the Company, any of the Releasees, and/or any of their respective businesses or reputations, in any manner, form, forum or media (including, without limitation, orally or in writing, in, to or via the press, any media, social media or forum, on-line, e-mail, text message, blog, posting, or otherwise) to any person, entity or third party.

including without limitation to (a) any future, current or former Company employees, (b) the general public, (c) investors, clients, or customers of the Company, or (d) persons or entities with which the Company or other Releasees has or have or is or are known to be seeking business relationships. This obligation shall not in any way affect Executive's obligation to testify truthfully in any legal proceeding or any rights Executive may have as described in Section 10 below. In addition, the Company shall not, through its directors and officers or, if willfully directed by the Company, through any other employee or agent of the Company, make or cause to be made any negative, defamatory, or disparaging statements about him in any manner, form, forum or media (including, without limitation, orally or in writing, in, to or via the press, any media, social media or forum, on-line, e-mail, text message, blog, posting, or otherwise) to any person, entity or third party.

10. **Permitted Disclosures.** Nothing in this Separation Agreement or any other agreement between the parties or any other policies of the Company or its affiliates shall prohibit or restrict Executive or Executive's attorneys from: (a) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Separation Agreement, or as required by law or legal process, including with respect to possible violations of law; (b) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (c) accepting any U.S. Securities and Exchange Commission awards.

11. **Future Cooperation.** Executive agrees to cooperate with the Company as may be reasonably requested by the Company (a) in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against, by or on behalf of the Company or any of its affiliates; and (b) in connection with any inquiry regarding, investigation of or by, or legal action or complaint against the Company and/or any other Releasees that relates to events or occurrences that transpired while Executive was employed by the Company or about which Executive may otherwise have knowledge or information. The Company will reimburse Executive for reasonable business travel expenses incurred by Executive in connection with providing cooperation under sub-parts (a) and (b) of this section, subject to receipt of appropriate documentation of such expenses.

12. **No Admission of Wrongful Conduct.** Executive hereby acknowledges and agrees that, by the Company providing the consideration described above and entering into this Separation Agreement, neither the Company nor any of the Releasees is admitting any unlawful or otherwise wrongful conduct or liability to Executive or Executive's heirs, executors, administrators, assigns, agents, or other representatives. The Company and Releasees expressly deny any liability or alleged violation of any law, contract or applicable policy.

13. **Older Worker Benefit Protection Act Disclosure.** Executive recognizes that as part of Executive's agreement to release any and all claims against the Releasees, Executive is releasing claims for age discrimination under the Age Discrimination in Employment Act. Accordingly, Executive has been afforded more than twenty-one (21) days from the date Executive received this Agreement to review this Agreement (the "Review Period") and Executive has an additional period of seven (7) days after executing this Agreement to revoke it in writing to the Company under the terms of the Older Worker Benefit Protection Act. Any negotiated changes to this Agreement shall not restart the Review Period or extend any deadline for Executive to execute and return the Agreement to the Company. If timely signed, dated and returned to the Company and not revoked prior to the end of the seven (7) day revocation period, this Agreement shall be effective upon the expiration of the seven (7) day revocation period (the "Effective Date"). By Executive's signature below, Executive represents and warrants that Executive has been advised to consult with an attorney of Executive's own choosing, that Executive has been given a

reasonable amount of time to consider this Agreement, and that Executive is voluntarily and knowingly waiving any right he could possibly claim to review the Agreement for an additional period of time.

14. **Taxes.** The Company may withhold from any amounts payable under this Separation Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling. Notwithstanding any other provision of this Separation Agreement (including the Consulting Agreement attached hereto), the Company shall not be obligated to guarantee any particular tax result for Executive with respect to any payment provided to Executive hereunder (or the Consulting Agreement), the Company makes no representation or warranty regarding the tax treatment and/or tax consequences of any payment described herein (including the Consulting Agreement), and Executive shall be responsible for any taxes imposed on Executive with respect to any such payment.

15. **Section 409A.** As applicable, the parties intend that this Agreement will be administered in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section

16. **Governing Law.** This Separation Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to principles of conflict of laws.

17. **Statement Regarding Executive's Transition.** Executive and the Company agree to coordinate in good faith on the terms of an internal statement with respect to Executive's separation from the Company and his related engagement as an independent consultant.

18. **Entire Agreement.** Except as expressly set forth herein, this Separation Agreement (including Exhibit A and Exhibit B hereto), constitutes the entire agreement between the Company and Executive with respect to the subject matter of this Separation Agreement and supersedes and replaces any prior understandings, agreements or representations, written or oral, concerning the subject matter of this Agreement. The terms of Exhibit A and Exhibit B to this Agreement, as well as the Indemnity Agreement, are incorporated herein by reference and are part of this Agreement as if set forth fully herein. This is an integrated document. By signing below, Executive acknowledges that he is not relying on any promises or representations by the Company or the agents, representatives, or attorneys of any of the entities within the definition of Company regarding any subject matter addressed in this Agreement.

19. **Severability.** If any provision of this Agreement is held invalid, such invalidation shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable. If, moreover, any

one or more of the provisions (or portions thereof) contained in this Agreement shall for any reason be determined by a court of competent jurisdiction to be unenforceable because it is excessively broad as to duration or scope of prohibited activities, it shall be (to the extent permitted by

law) construed by limiting and reducing it, so as to extend and be enforced only over the maximum duration and scope of activities as to which it may be enforceable under applicable law.

20. **Modification.** This Agreement may be modified or amended only by a written instrument duly signed by each of the parties hereto or their respective successors or assigns. The parties' rights and obligations hereunder shall survive this Agreement becoming effective and Executive's termination of employment in accordance with their respective terms.

21. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

22. **Acceptance of Agreement.** Executive agrees that if Executive timely revokes this Agreement prior to the end of the seven (7) day revocation period, the provisions of this Agreement shall be void and of no further force and effect, and Executive will not be eligible to serve as an independent consultant of the Company or receive any of the compensation described in the Consulting Agreement.

23. **Successors and Assigns; Third-Party Beneficiaries.** Executive may not assign this Separation Agreement. Executive hereby consents to the assignment by the Company of all of its rights and obligations hereunder to any successor to the Company by merger or consolidation or purchase of all or substantially all of the Company's assets. The Releasees are expressly intended to be third-party beneficiaries of this Separation Agreement and it may be enforced by each of them.

24. **Knowing and Voluntary Agreement.** By Executive's signature below, Executive represents and warrants that Executive (i) has been given a reasonable amount of time of at least twenty-one (21) days to review and consider this Agreement, (ii) is hereby advised in writing to consult with independent legal counsel in connection with this Agreement; (iii) is represented by counsel of his choosing in connection with this matter; (iv) has read and reviewed this Agreement thoroughly and fully understands its terms and conditions and their significance and has discussed them with Executive's independent legal counsel, or has had a reasonable opportunity to have done so; and (v) agrees to all the terms and conditions of this Agreement and is signing this Agreement voluntarily and of Executive's own free will, with the full understanding of its terms, conditions and legal consequences, and with the intent to be bound hereby.

25. **Counterparts.** This Separation Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An originally executed version of this Separation Agreement that is scanned as an image file (e.g., Adobe PDF, TIF, etc.) and then delivered by one party to the other party via electronic mail as evidence of signature, shall, for all purposes hereof, be deemed an original signature. In addition, an originally executed version of this Separation Agreement that is delivered via facsimile by one party to the other party as evidence of signature shall, for all purposes hereof, be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, Executive and a duly authorized representative of the Company hereby certify that they have read this Separation Agreement in its entirety and voluntarily executed it, as of the date(s) set forth under their respective signatures.

EXECUTIVE

/s/ Johnathan Short

JOHNATHAN SHORT

Date: 5/31/2024

FORGE GLOBAL HOLDINGS, INC.

By: /s/ Kelly Rodrigues

Name: Kelly Rodrigues

Title: Chief Executive Officer

Date: 5/31/2024

Exhibit 10.2

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL. [*] INDICATES THAT INFORMATION HAS BEEN REDACTED.**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Consulting Agreement") is made and entered by and between Johnathan Short ("Consultant") and Forge Global Holdings, Inc. (the "Company") (each a "Party" and collectively the "Parties").

WHEREAS, reference is hereby made to that certain Separation and General Release Agreement executed by the Parties and dated May 31, 2024 (the "Separation Agreement");

WHEREAS, this Consulting Agreement is conditioned upon the execution and non-revocation of the Separation Agreement pursuant to the terms and conditions of the Separation Agreement and execution of this Consultant Agreement before Separation Date, and if the Separation Agreement is not executed by Consultant or is revoked by Consultant in accordance with the terms and conditions of the Separation Agreement or this Consulting Agreement is executed after the Separation Date, this Consulting Agreement shall be void *ab initio*;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Separation Agreement; and

WHEREAS, in consideration for Consultant executing the Separation Agreement, the Company has offered to engage Consultant as an independent consultant pursuant to this Consulting Agreement, and Consultant desires to accept the Company's offer in regard to the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Consultant and the Company agree as follows:

1. Term. The term of this Consulting Agreement and Consultant's Services hereunder shall commence effective as of June 1, 2024 and shall end upon December 1, 2024, unless earlier terminated as provided in this Section 1 (the "Term"). The Term shall terminate prior to December 1, 2024 upon (a) Consultant's death or Disability; (b) Consultant's conviction of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (c) Consultant's willful failure to perform his duties as defined in Section 2 for a period of ten (10) days after written notice from the Company; (d) Executive's material violation of the PICA that is not cured within ten (10) days of written notice to Consultant; (e) the thirtieth (30th) day after the Company's receipt of Consultant's written notice of termination for any or no reason; or (f) the Parties agree to a new consulting agreement or extend the terms of this Consulting Agreement. As used herein, "Disability" means any physical or mental illness, injury, or other incapacitating condition that results in Consultant being unable to perform essential functions of his required services, with or without a reasonable accommodation, for a period of sixty (60) consecutive calendar days in any consecutive 12-month period.

2. Services. In accordance with the terms and conditions of this Consulting Agreement, the Company hereby engages Consultant as an independent contractor to provide strategic advice as may be

requested during the Term from time to time by the Company (the "Services"). The Services may include, without limitation, (a) providing strategic guidance, consultation, and advice to Company's executive leadership team, (b) providing strategic advice and strategic leadership on [***]. For the avoidance of doubt, the Services shall not include ongoing management of the Company's legal or compliance functions, and no Services shall involve the provision of legal advice to the Company or be considered the practice of law by Consultant. The Company agrees to obtain legal advice on all matters from its internal or external counsel as opposed to obtaining legal advice from Consultant.

Consultant may perform the Services at a location other than the offices of the Company. Unless otherwise expressly authorized in writing by the Company, Consultant may not delegate, assign or sub-contract any of the Services to any other individual or entity, and it is further agreed that the Company may limit the Services at any time, provided that it may not terminate this Consulting Agreement other than as expressly provided elsewhere herein).

3. Consulting Fees. In consideration for Consultant providing the Services during the Term, the Company agrees to pay Consultant \$200,000 in consulting fees during the Term (collectively, the "Consulting Fees," and each installment thereof, a "Consulting Fee"). The Consulting Fees will be paid in six equal monthly installments. The Consulting Fees will be paid by direct deposit to Consultant's bank account currently on file with the Company, or as applicable the Consultant's estate in the event of Consultant's death. The Company will issue Consultant an IRS Form 1099 for the Consulting Fees paid to Consultant. Consultant's right to earn and be paid the Consulting Fees or any installment thereof is expressly contingent upon the Separation Agreement becoming effective and Consultant's satisfaction of all conditions therein, including his compliance with the PICA, and is further subject to Consultant's ongoing compliance therewith and, except in the case of Consultant's death or Disability, with this Consulting Agreement.

4. Continued Vesting in Equity Awards. In consideration for Consultant providing the Services during the Term, the Consultant will be eligible to vest in up to 403,249 Unvested RSUs. Such Unvested RSUs shall vest during the Term on a monthly basis, subject to Consultant continuing to provide Services through each applicable date. For the avoidance of doubt, notwithstanding the terms of the Award Agreements, such Unvested RSUs shall vest solely on the basis of this Consulting Agreement.

5. Change in Control Benefits. In the event that a Change in Control occurs in the six-month period following the Term, and subject to Consultant's compliance with the terms of this Consulting Agreement, the Separation Agreement, and the PICA, Consultant will receive (i) a lump sum payment equal to six (6) months of Consultant's base salary as in effect on the Separation Date, (ii) 100% accelerated vesting with respect to the CIC RSUs (without duplication of any Unvested RSUs that vested under this Consulting Agreement or the Separation Agreement), and (iii) the Company will extend the COBRA premium provided in the Separation Agreement to the 18-month period following the Separation Date (without duplication of the COBRA benefits provided in the Separation Agreement, collectively, the "Enhanced Severance"); provided that Consultant executes a general release (the "Release") in a form provided by the Company, which form shall be substantially similar to the release provided in the Separation Agreement. The Enhanced Severance payment shall be made within ten (10) days following the closing of the Change in Control; *provided*, that if the period during which the Release could become effective and irrevocable spans two calendar years, the Enhanced Severance shall not be paid prior to the first payroll date in the second year. For purposes herein, "Change in Control" shall mean the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events: (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity; (ii) a merger, reorganization, statutory share exchange, consolidation, or similar

transaction pursuant to which the holders of the Company's outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction; (iii) the sale of all of the stock of the Company to an unrelated person, entity or group thereof acting in concert; (iv) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company; (v) the approval by the stockholders of the Company of a complete liquidation or dissolution of the Company; or (vi) during any period of 24 months, individuals who, at the beginning of such period, are members of the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the members of the Board; *provided*, however, that if the appointment or election (or nomination for election) of any new member of the Board subsequent to the date hereof was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Consulting Agreement, be considered as a member of the Incumbent Board. Notwithstanding anything in the foregoing to the contrary, with respect to compensation (A) that is subject to Section 409A (as defined below) and (B) for which a Change in Control would accelerate the timing of payment thereunder, the term "Change in Control" shall mean an event that is both (I) a Change in Control (as defined above) and (II) a "change in control event" (within the meaning of Section 409A. [***].

6. **Independent Contractor/Non-Employee Status.**

(a) Consultant and the Company hereby acknowledge, understand and agree that Consultant is an independent contractor. Nothing herein, explicitly or implicitly, shall be deemed or construed to create a joint venture, joint employer, partnership, agency, affiliate or employee/employer relationship between Consultant and the Company (or any of its parents, subsidiaries, affiliates or related entities) for any purpose including, but not limited to, taxes, compensation, employee benefits, political contributions or other charitable contributions. Consultant understands and agrees that during the Term and in connection with the performance of the Services hereunder and the payment of any and all Consulting Fees, Consultant will be solely responsible for: (i) complying with all federal, state and local laws, ordinances, regulations and orders with respect to the performance of the Services under this Consulting Agreement; and (ii) paying all federal, state and local taxes (including income tax, FICA, FUTA and other taxes that may be due) as a result of any and all Consulting Fees Consultant receives or is deemed to receive pursuant to this Consulting Agreement.

(b) As an independent contractor, Consultant understands and agrees that Consultant will not accrue any benefits under, or in any way be covered by, benefit plans of the Company or any of its parents, subsidiaries, affiliates, or related entities.

7. **Indemnification; Hold Harmless.** The Consultant shall not be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Services, and the Consultant shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

8. **No Authority to Bind the Company.** Consultant is not a representative, agent or affiliate of the Company and Consultant does not have the right or authority to assume or create any obligation of any kind, express or implied, on behalf of the Company (or any of its affiliates or related entities) or to bind the Company (or any of its affiliates or related entities) in any respect whatsoever, unless the Company gives express written authorization in advance to Consultant to act with such agency and authority.

9. **Miscellaneous.**

(a) This Consulting Agreement together with the Separation Agreement and exhibits thereto, contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes all proposals and agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Consulting Agreement. Notwithstanding anything herein to the contrary, all confidentiality, non-disclosure, non-disparagement, return of Company property, and other similar obligations or covenants described in the Separation Agreement, the Plan, the Award Agreements, , or any documents incorporated by reference therein are hereby incorporated into this Consulting Agreement, are not superseded by this Consulting Agreement, and remain and shall remain in full force and effect through and following the Term hereof. In signing this Consulting Agreement, Consultant is not relying on any promise or representation of the Company except as expressly set forth herein.

(b) Neither this Consulting Agreement nor any right or obligation hereunder or interest herein may be assigned or transferred by Consultant without the express written consent of the Company. The Company may assign this Consulting Agreement to its affiliates, successors and assigns, and Consultant expressly consents to such assignment.

(c) This Consulting Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of laws or choice of law rules.

(d) This Consulting Agreement may not be modified or amended except in writing signed or executed by Consultant and the Company.

(e) In case any provisions (or portions thereof) contained in this Consulting Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Consulting Agreement, and this Consulting Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Consulting Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

[Remainder of page intentionally left blank. Signature page(s) immediately follow.]

IN WITNESS WHEREOF, the Parties to this Consulting Agreement, intending to be legally bound, have caused this Consulting Agreement to be executed as of the date indicated below.

Date: May 31, 2024

Acknowledged, Accepted and Agreed to:

By: /s/ Johnathan Short

Name: Johnathan Short

Date: May 31, 2024

Forge Global Holdings, Inc.

By: /s/ Kelly Rodrigues

Name: Kelly Rodrigues

Title: Chief Executive Officer

Exhibit 31.1

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Kelly Rodrigues, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Forge Global Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

- c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **May 7, 2024** August 7, 2024

By: /s/ Kelly Rodrigues

Kelly Rodrigues

Chief Executive Officer (Principal Executive Officer)

Exhibit 31.2

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Mark Lee, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Forge Global Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2024 August 7, 2024

By: /s/ Mark Lee

Mark Lee

Chief Financial Officer (Principal Financial Officer)

Exhibit 32.1

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER 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, Kelly Rodrigues, 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 Forge Global Holdings, Inc. for the fiscal quarter ended March 31, 2024 June 30, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, 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 Forge Global Holdings, Inc.

Date: May 7, 2024 August 7, 2024

By: /s/ Kelly Rodrigues

Kelly Rodrigues

Chief Executive Officer (Principal Executive Officer)

I, Mark Lee, 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 Forge Global Holdings, Inc. for the fiscal quarter ended March 31, 2024 June 30, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, 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 Forge Global Holdings, Inc.

Date: May 7, 2024 August 7, 2024

By: /s/ Mark Lee

Mark Lee

Chief Financial Officer (Principal Financial Officer)

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