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DELTA REPORT

10-Q

FLYW - FLYWIRE CORP

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	8601
CHANGES	421
DELETIONS	2047
ADDITIONS	6133

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 September 30, March 31, 2023 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: 001-40430

FLYWIRE CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware	**27-0690799**
(State or Other Jurisdiction other jurisdiction of Incorporation incorporation or Organization) organization)	**(I.R.S. Employer Identification No.)**
141 Tremont St #10 Boston, MA	**02111**
(Address of Principal Executive Offices) principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (617)329-4524

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**

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Voting common stock, $0.0001 par value per share	**FLYW**	**The Nasdaq Stock Market LLC (Nasdaq Global Select Market)**

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 such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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 Exchange Act). Yes ☐ No ☒

As of November 3, 2023 May 3, 2024, the registrant had 119,539,868 122,327,674 shares of voting common stock, $0.0001 par value per share, outstanding and 1,873,320 shares of non-voting common stock $0.0001 par value per share, outstanding.

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Signatures

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

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

- our future financial performance, including our expectations regarding our revenue, cost and operating expenses, including changes in technology and development, selling and marketing and general and administrative expense (including any components of the foregoing), gross profit and our ability to achieve, and maintain, future profitabilit
- our business plan and our ability to effectively manage our growth;
- our cross-border expansion plans and ability to expand internationally;
- anticipated trends, growth rates, and challenges in our business and in the markets in which we operate;
- the sufficiency of, and ability to access, our cash and cash equivalents to meet our liquidity needs;
- political, economic, foreign currency exchange rate, inflation, banking, legal, social and health risks and public hea measures that may affect our business or the global economy;
- beliefs and objectives for future operations;
- our ability to develop and protect our brand;

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- our ability to maintain and grow the payment volume that we process;
- our ability to further attract, retain, and expand our client base;
- our ability to develop new solutions and services and bring them to market in a timely manner;
- our expectations concerning relationships with third parties, including financial institutions and strategic partners;
- the effects of increased competition in our markets and our ability to compete effectively;
- future acquisitions or investments in complementary companies, products, services, or technologies;
- our ability to enter new client verticals and sub-verticals, including our relatively new business-to-business (B2B) sector;
- our expectations regarding anticipated technology needs and developments and our ability to address those needs and developments with our solutions;
- our expectations regarding litigation and legal and regulatory matters;
- our expectations regarding our ability to meet existing performance obligations and maintain the operability of our solutions;
- our expectations regarding the effects of existing and developing laws and regulations, including with respect to payments and other financial services, economic and trade sanctions, anti-money laundering (AML) and counterin the financing of terrorism (CFT), taxation, privacy and data protection;
- economic and industry trends, projected growth, or trend analysis;

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- our response to the effects of global events and geopolitical conflict, including without limitation the continuing hostilities in Ukraine and Gaza;
- our ability to adapt to changes in U.S. federal income or other tax laws or the interpretation of tax laws, including tl recently enacted Inflation Reduction Act of 2022;
- our ability to attract and retain qualified employees;

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- our ability to maintain, protect, and enhance our intellectual property;

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- our ability to maintain the security and availability of our solutions;
- the increased expenses associated with being a public company; and
- the future market price of our common stock.

Forward-looking statements are based on our management's beliefs and assumptions and on information currently available. These forward-looking statements are subject to a number of known and unknown risks, uncertainties and assumptions, including risks described in the section titled "Risk Factors" and elsewhere in this Quarterly Report on Form 10-Q. Other sections of this Quarterly Report on Form 10-Q may include additional factors that could harm our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for our management to predict all risk factors nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ from those contained in, or implied by, any forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, achievements, events, or circumstances. Except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason after the date of this report or to conform these statements to actual results or to changes in our expectations. You should read this Quarterly Report on Form 10-Q and the documents that we have filed as exhibits to this report with the understanding that our actual future results, levels of activity, performance, and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

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 you are cautioned not to unduly rely upon these statements.

Unless otherwise noted or unless the context provides otherwise, all references in this Quarterly Report on Form 10-Q to our "common stock" refer to our voting common stock.

Investors, the media, and others should note that we intend to announce material information to the public through filings with the Securities and Exchange Commission (SEC), the investor relations page on our website (https://ir.flywire.com), blog posts on our website (www.flywire.com), press releases, public conference calls, webcasts, and social media channels, including our X (formerly known as Twitter) feed (@flywire) and LinkedIn page (https://www.linkedin.com/company/flywire). The information disclosed by the foregoing channels could be deemed to be material information. As such, we encourage investors, the media, and others to follow the channels listed above and to review the information disclosed through such channels. Any updates to the list of disclosure channels through which we will announce information will be posted on the investor relations page on our website. The contents of the websites

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provided above are not incorporated into this filing or in any other report or document we file with the SEC. These website addresses are intended to be inactive textual references only.

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

FLYWIRE CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS

(Unaudited) (Amounts in thousands, except par value per share and share amounts)

	September 30, 2023	December 31, 2022	March 31, 2024	December 31, 2023
Assets				
Current assets:				
Cash and cash equivalents	$ 638,205	$ 349,177	$ 619,014	$ 654,608
Restricted cash	—	2,000		
Accounts receivable, net	18,151	13,697		
Unbilled receivables, net	6,779	5,268		
Accounts receivable, net of allowance of $498 and $507, respectively			19,688	18,215
Unbilled receivables, net of allowance of $18 and $27, respectively			7,995	10,689
Funds receivable from payment partners	80,499	62,970	76,231	113,945
Prepaid expenses and other current assets	18,793	17,531	16,222	18,227
Total current assets	762,427	450,643	739,150	815,684
Property and equipment, net	15,241	13,317	15,588	15,134
Intangible assets, net	88,287	97,616	103,421	108,178

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Goodwill	97,173	97,766	119,720	121,646
Other assets	19,288	14,945	20,836	19,089
Total assets	982,41	674,28		
	$ 6	$ 7	$ 998,715	$ 1,079,731
Liabilities and Stockholders' Equity				
Current liabilities:				
Accounts payable	$ 17,574	$ 13,325	$ 15,385	$ 12,587
Funds payable to clients	132,46	124,30		
	7	5	124,111	210,922
Accrued expenses and other current liabilities	38,255	34,423	37,385	43,315
Deferred revenue	3,812	5,223	5,619	6,968
Total current liabilities	192,10	177,27		
	8	6	182,500	273,792
Deferred tax liabilities	11,271	12,149	14,587	15,391
Other liabilities	3,719	2,959	4,643	4,431
Total liabilities	207,09	192,38		
	8	4	201,730	293,614
Commitments and contingencies (Note 15)				
Commitments and contingencies (Note 14)				
Stockholders' equity:				
Preferred stock, $0.0001 par value; 10,000,000 shares authorized as of September 30, 2023 and December 31, 2022; and no shares issued and outstanding as of September 30, 2023 and December 31, 2022	—	—		
Voting common stock, $0.0001 par value; 2,000,000,000 shares authorized as of September 30, 2023 and December 31, 2022; 121,700,424 shares issued and 119,382,702 shares outstanding as of September 30, 2023; 109,790,702 shares issued and 107,472,980 shares outstanding as of December 31, 2022	11	10		

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Non-voting common stock, $0.0001 par value; 10,000,000 shares authorized as of September 30, 2023 and December 31, 2022; 1,873,320 shares issued and outstanding as of September 30, 2023 and December 31, 2022	1	1		
Treasury voting common stock, 2,317,722 shares as of September 30, 2023 and December 31, 2022, held at cost	(748)	(748)		
Preferred stock, $0.0001 par value; 10,000,000 shares authorized as of March 31, 2024 and December 31, 2023; and no shares issued and outstanding as of March 31, 2024 and December 31, 2023			—	—
Voting common stock, $0.0001 par value; 2,000,000,000 shares authorized as of March 31, 2024 and December 31, 2023; 124,555,591 shares issued and 122,255,050 shares outstanding as of March 31, 2024; 123,010,207 shares issued and 120,695,162 shares outstanding as of December 31, 2023			11	11
Non-voting common stock, $0.0001 par value; 10,000,000 shares authorized as of March 31, 2024 and December 31, 2023; 1,873,320 shares issued and outstanding as of March 31, 2024 and December 31, 2023			1	1
Treasury voting common stock, 2,300,541 and 2,315,045 shares as of March 31, 2024 and December 31, 2023, respectively, held at cost			(742)	(747)
Additional paid-in capital	953,522	649,756	977,743	959,302

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Accumulated other comprehensive loss	(2,411)	(1,912)		
Accumulated other comprehensive (loss) income			(41)	1,320
Accumulated deficit	(175,057)	(165,204)	(179,987)	(173,770)
Total stockholders' equity	775,318	481,903	796,985	786,117
Total liabilities and stockholders' equity	982,416	674,287	$ 998,715	$ 1,079,731

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

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FLYWIRE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS) LOSS

(Unaudited) (Amounts in thousands, except share and per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended March 31,	
	2023	2022	2023	2022	2024	2023
Revenue	$ 123,323	$ 95,232	$ 302,549	$ 216,322	$ 114,103	$ 94,357
Costs and operating expenses:						
Payment processing services costs	42,900	32,275	110,559	78,348	41,650	33,855
Technology and development	14,591	13,385	45,130	37,565	16,737	14,523
Selling and marketing	27,084	21,674	78,791	58,169	30,083	24,434

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General and administrative	26,862	24,246	79,559	63,089	31,596	28,113
Total costs and operating expenses	111,437	91,580	314,039	237,171	120,066	100,925
Income (loss) from operations	$ 11,886	$ 3,652	$ (11,490)	$ (20,849)		
Loss from operations					$ (5,963)	$ (6,568)
Other income (expense):						
Interest expense	(99)	(400)	(280)	(884)	(142)	(103)
Interest income	3,841	1,273	7,711	1,457	5,879	1,935
Loss from remeasurement of foreign currency	(4,233)	(7,520)	(3,518)	(15,087)		
(Loss) gain from remeasurement of foreign currency					(4,376)	1,470
Total other income (expense), net	(491)	(6,647)	3,913	(14,514)	1,361	3,302
Income (loss) before provision for income taxes	11,395	(2,995)	(7,577)	(35,363)		
Loss before provision for income taxes					(4,602)	(3,266)
Provision for income taxes	752	1,277	2,276	2,855	1,615	417
Net income (loss)	$ 10,643	$ (4,272)	$ (9,853)	$ (38,218)		
Net loss					$ (6,217)	$ (3,683)
Foreign currency translation adjustment	(2,581)	(273)	(499)	(408)	(1,361)	(367)
Comprehensive income (loss)	$ 8,062	$ (4,545)	$ (10,352)	$ (38,626)		
Net income (loss) attributable to common stockholders – basic and diluted	$ 10,643	$ (4,272)	$ (9,853)	$ (38,218)		

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Net income (loss) per share attributable to common stockholders – basic	$ 0.09	$ (0.04)	$ (0.09)	$ (0.36)		
Net income (loss) per share attributable to common stockholders – diluted	$ 0.08	$ (0.04)	$ (0.09)	$ (0.36)		
Weighted average common shares outstanding – basic	116,492,191	107,925,637	112,495,539	107,562,799		
Weighted average common shares outstanding – diluted	125,480,393	107,925,637	112,495,539	107,562,799		
Comprehensive loss					$ (7,578)	$ (4,050)
Net loss attributable to common stockholders - basic and diluted					$ (6,217)	$ (3,683)
Net loss per share attributable to common stockholders - basic and diluted					$ (0.05)	$ (0.03)
Weighted average common shares outstanding - basic and diluted					123,143,343	109,787,528

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

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FLYWIRE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(Unaudited) (Amounts in thousands, except share amounts)

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	Three Months Ended September 30, 2023									
	Voting Common Stock		Non-Voting Common Stock		Treasury Voting Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at June 30, 2023	112,229,190	$ 10	1,873,320	$ 1	(2,317,722)	$ (748)	$ 677,343	$ 170	$ (185,700)	$ 491,076
Issuance of common stock in connection with public offering, net of underwriter discounts and commissions	8,500,000	1	—	—	—	—	261,119	—	—	261,120
Costs incurred in connection with public offering	—	—	—	—	—	—	(1,058)	—	—	(1,058)
Issuance of common stock upon exercise of stock options	669,158	—	—	—	—	—	2,474	—	—	2,474
Issuance of common stock upon settlement of restricted stock units	198,084	—	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	89,826	—	—	—	—	—	1,827	—	—	1,827
Issuance of common stock for retention bonus	14,166	—	—	—	—	—	497	—	—	497
Foreign currency translation adjustment	—	—	—	—	—	—	—	(2,581)	—	(2,581)
Stock-based compensation expense	—	—	—	—	—	—	11,320	—	—	11,320
Net income	—	—	—	—	—	—	—	—	10,643	10,643

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Balances at September 30, 2023	121,700,424	$ 11	1,873,320	$ 1	(2,317,722)	$ (748)	$ 953,522	$ (2,411)	$ (175,057)	$ 775,318

	Voting Common Stock		Non-Voting Common Stock		Treasury Voting Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders Equity
	Shares	**Amount**	**Shares**	**Amount**	**Shares**	**Amount**				
Balances at January 1, 2024	123,010,207	$ 11	1,873,320	$ 1	(2,315,045)	$ (747)	$ 959,302	$ 1,320	$ (173,770)	$ 786,117
Issuance of common stock upon exercise of stock options	710,700	—	—	—	—	—	1,617	—	—	1,617
Issuance of common stock upon settlement of restricted stock units	748,622	—	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	71,896	—	—	—	—	—	1,415	—	—	1,415
Issuance of common stock for retention bonus	14,166	—	—	—	—	—	324	—	—	324
Issuance of treasury stock	—	—	—	—	14,504	5	(5)	—	—	—
Foreign currency translation adjustment	—	—	—	—	—	—	—	(1,361)	—	(1,361)
Stock-based compensation	—	—	—	—	—	—	15,090	—	—	15,090
Net loss	—	—	—	—	—	—	—	—	(6,217)	(6,217)
Balances at March 31, 2024	124,555,591	$ 11	1,873,320	$ 1	(2,300,541)	$ (742)	$ 977,743	$ (41)	$ (179,987)	$ 796,985

	Voting Common Stock	Non-Voting Common Stock	Treasury Voting Common Stock	Additional Paid-In	Accumulated Other Comprehensive	Accumulated	Total Stockholders

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	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Loss	Deficit	Equity
Balances at January 1, 2023	109,790,702	$ 10	1,873,320	$ 1	(2,317,722)	$ (748)	$ 649,756	$ (1,912)	$ (165,204)	$ 481,903
Issuance of common stock upon exercise of stock options	590,254	—	—	—	—	—	2,144	—	—	2,144
Issuance of common stock upon settlement of restricted stock units	578,477	—	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	55,232	—	—	—	—	—	864	—	—	864
Issuance of common stock for retention bonus	28,332	—	—	—	—	—	700	—	—	700
Foreign currency translation adjustment	—	—	—	—	—	—	—	(367)	—	(367)
Stock-based compensation	—	—	—	—	—	—	8,603	—	—	8,603
Net loss	—	—	—	—	—	—	—	—	(3,683)	(3,683)
Balances at March 31, 2023	111,042,997	$ 10	1,873,320	$ 1	(2,317,722)	$ (748)	$ 662,067	$ (2,279)	$ (168,887)	$ 490,164

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	Three Months Ended September 30, 2022									
	Voting Common Stock		Non-Voting Common Stock		Treasury Voting Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at June, 2022	104,230,946	$ 10	5,988,378	$ 1	(2,317,722)	$ (748)	$ 623,611	$ (534)	$ (159,803)	$ 462,537

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Issuance of common stock upon exercise of stock options, net of shares withheld	674,872	—	—	—	—	—	2,519	—	—	2,519
Conversion of non-voting common stock to voting common stock	1,379,537	—	(1,379,537)	—	—	—	—	—	—	—
Issuance of common stock upon settlement of restricted stock units	23,037	—	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	84,812	—	—	—	—	—	1,271	—	—	1,271
Issuance of common stock as consideration for acquisition	200,314	—	—	—	—	—	4,287	—	—	4,287
Foreign currency translation adjustment	—	—	—	—	—	—	—	(273)	—	(273)
Stock-based compensation expense	—	—	—	—	—	—	8,529	—	—	8,529
Net loss	—	—	—	—	—	—	—	—	(4,272)	(4,272)
Balances at September 30, 2022	106,593,518	$ 10	4,608,841	$ 1	(2,317,722)	$ (748)	$ 640,217	$ (807)	$ (164,075)	$ 474,598

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	Nine Months Ended September 30, 2023									
	Voting Common Stock		Non-Voting Common Stock		Treasury Voting Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at December 31, 2022	109,790,702	$ 10	1,873,320	$ 1	(2,317,722)	$ (748)	$ 649,756	$ (1,912)	$ (165,204)	$ 481,903

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Issuance of common stock in connection with public offering, net of underwriter discounts and commissions	8,500,000	1	—	—	—	—	261,119	—	—	261,120
Costs incurred in connection with public offering	—	—	—	—	—	—	(1,058)	—	—	(1,058)
Issuance of common stock upon exercise of stock options	2,202,357	—	—	—	—	—	8,518	—	—	8,518
Issuance of common stock upon settlement of restricted stock units	1,019,809	—	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	145,058	—	—	—	—	—	2,691	—	—	2,691
Issuance of common stock for retention bonus	42,498	—	—	—	—	—	1,196	—	—	1,196
Foreign currency translation adjustment	—	—	—	—	—	—	—	(499)	—	(499)
Stock-based compensation expense	—	—	—	—	—	—	31,299	—	—	31,299
Net loss	—	—	—	—	—	—	—	—	(9,853)	(9,853)
Balances at September 30, 2023	121,700,424	11	1,873,320	1	(2,317,722)	(748)	953,522	(2,411)	(175,057)	775,318

Nine Months Ended September 30, 2022

	Voting Common Stock		Non-Voting Common Stock		Treasury Voting Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount				

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Balances at December 31, 2021	102,771,899	$ 10	5,988,378	$ 1	(2,317,722)	$ (748)	$ 609,194	$ (399)	$ (125,857)	$ 482,201
Issuance of common stock upon exercise of stock options, net of shares withheld	2,080,557	—	—	—	—	—	3,004	—	—	3,004
Conversion of non-voting common stock to voting common stock	1,379,537	—	(1,379,537)	—	—	—	—	—	—	—
Issuance of common stock upon settlement of restricted stock units	76,399	—	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	84,812	—	—	—	—	—	1,271	—	—	1,271
Issuance of common stock as consideration for acquisition	200,314	—	—	—	—	—	4,287	—	—	4,287
Foreign currency translation adjustment	—	—	—	—	—	—	—	(408)	—	(408)
Stock-based compensation expense	—	—	—	—	—	—	22,461	—	—	22,461
Net loss	—	—	—	—	—	—	—	—	(38,218)	(38,218)
Balances at September 30, 2022	106,593,518	$ 10	4,608,841	$ 1	(2,317,722)	$ (748)	$ 640,217	$ (807)	$ (164,075)	$ 474,598

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

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FLYWIRE CORPORATION

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS

(Unaudited) (Amounts in thousands)

	Nine Months Ended September 30,	
	2023	2022
Cash flows from operating activities:		
Net loss	$ (9,853)	$ (38,218)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	11,774	9,186
Stock-based compensation expense	31,299	22,461
Amortization of deferred contract costs	367	243
Change in fair value of contingent consideration	380	297
Deferred tax benefit	(896)	(527)
Provision for uncollectible accounts	525	86
Non-cash interest expense	242	268
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(4,979)	(4,316)
Unbilled receivables	(1,511)	(2,305)
Funds receivable from payment partners	(17,529)	(2,090)
Prepaid expenses, other current assets and other assets	(4,536)	(7,674)
Funds payable to clients	8,163	(3,798)
Accounts payable, accrued expenses and other current liabilities	10,148	4,359
Contingent consideration	(467)	(4,524)
Other liabilities	(882)	(446)
Deferred revenue	(1,368)	(730)
Net cash provided by (used in) operating activities	20,877	(27,728)
Cash flows from investing activities:		
Capitalization of internally developed software	(4,148)	(4,129)
Purchases of property and equipment	(943)	(1,059)
Business acquisition, net of cash acquired	—	(16,923)
Contingent consideration paid for acquisitions	—	(453)
Net cash used in investing activities	(5,091)	(22,564)
Cash flows from financing activities:		

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Proceeds from issuance of common stock under public offering, net of underwriter discounts and commissions	261,119	—
Payments of costs related to public offering	(447)	—
Contingent consideration paid for acquisitions	(1,207)	(3,320)
Payments of tax withholdings for net settled stock option exercises	—	(2,564)
Proceeds from the issuance of stock under Employee Stock Purchase Plan	2,691	1,271
Proceeds from exercise of stock options	8,519	5,222
Net cash provided by financing activities	270,675	609
Effect of exchange rates changes on cash and cash equivalents	567	11,553
Net increase (decrease) in cash, cash equivalents and restricted cash	287,028	(38,130)
Cash, cash equivalents and restricted cash, beginning of period	$ 351,177	$ 389,360
Cash, cash equivalents and restricted cash, end of period	$ 638,205	$ 351,230

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

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FLYWIRE CORPORATION

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS

(Unaudited) (Amounts in thousands)

	Nine Months Ended September 30,		Three Months Ended March 31,	
	2023	2022	2024	2023
Cash flows from operating activities:				
Net loss			$ (6,217)	$ (3,683)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization			4,259	3,731
Stock-based compensation expense			14,842	8,603
Amortization of deferred contract costs			242	109
Change in fair value of contingent consideration			(478)	410
Deferred tax benefit			(643)	(620)
Provision for uncollectible accounts			(16)	83

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Non-cash interest expense	92	72
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(1,457)	(4,324)
Unbilled receivables	2,694	1,247
Funds receivable from payment partners	37,714	34,323
Prepaid expenses, other current assets and other assets	1,863	(828)
Funds payable to clients	(86,810)	(60,343)
Accounts payable, accrued expenses and other current liabilities	(2,489)	2,780
Contingent consideration	—	(467)
Other liabilities	(340)	(413)
Deferred revenue	(1,349)	(1,526)
Net cash used in operating activities	(38,093)	(20,846)
Cash flows from investing activities:		
Capitalization of internally developed software	(1,259)	(1,368)
Purchases of property and equipment	(255)	(481)
Net cash used in investing activities	(1,514)	(1,849)
Cash flows from financing activities:		
Contingent consideration paid for acquisitions	—	(1,207)
Payment of long-term debt issuance costs	(783)	—
Proceeds from the issuance of stock under Employee Stock Purchase Plan	1,415	864
Proceeds from exercise of stock options	1,617	2,144
Net cash provided by financing activities	2,249	1,801
Effect of exchange rates changes on cash and cash equivalents	1,764	(1,202)
Net decrease in cash, cash equivalents and restricted cash	(35,594)	(22,096)
Cash, cash equivalents and restricted cash, beginning of period	$ 654,608	$ 351,177
Cash, cash equivalents and restricted cash, end of period	$ 619,014	$ 329,081
Supplemental disclosures of cash flow and noncash information		

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Cash paid during the period for interest	—	445		
Purchase of property and equipment in accounts payable	59	407	11	27
Issuance of common stock for acquisition	—	4,287		
Issuance of common stock upon settlement of restricted stock units	29,137	—	19,883	14,894
Issuance of common stock for retention bonus	1,196	—	324	700
Offering costs related to public offering included in accounts payable, accrued expenses and other current liabilities	611	—		
Reconciliation of cash, cash equivalents and restricted cash				
Cash and cash equivalents	$ 638,205	$ 349,230	$ 619,014	$ 327,081
Restricted cash	—	2,000	—	2,000
Cash, cash equivalents and restricted cash	$ 638,205	$ 351,230	$ 619,014	$ 329,081

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

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FLYWIRE CORPORATION

NOTES TO CONDENSED CONSOLIDATED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

Note 1. Business Overview and Summary of Significant Accounting Policies

Flywire Corporation (Flywire or the Company) was incorporated under the laws of the State of Delaware in July 2009 as peerTransfer Corporation. In 2016, the Company changed its name to Flywire Corporation. The Company is headquartered in Boston, Massachusetts and has a global footprint in 14 16 countries across 5 continents.

Flywire provides a secure global payments platform, offering its clients an innovative and streamlined process to receive reconciled domestic and international payments in a more cost effective and efficient manner. The Company's

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solutions are built on three core elements: (i) a next-gen payments platform, (ii) a proprietary global payment network, and (iii) vertical-specific software backed by its deep industry expertise.

2023 Follow-On Public Offering

On August 9, 2023, the Company entered into an underwriting agreement (Underwriting Agreement) Underwriting Agreement with Goldman Sachs & Co. LLC, as representative (the Representative) the Representative of the several underwriters (Underwriters), Underwriters, in connection with the offer and sale by the Company of 8,000,000 shares of voting common stock, of the Company, par value $0.0001 per share, at a price to the public of $32.00 per share. share (the Primary Offering). In addition, pursuant to the terms of the Underwriting Agreement, the Company granted the Underwriters an option to purchase up to 1,200,000 additional shares of Common Stock (Underwriters' common stock (the Option) (collectively, the Public Offering).

On The Primary Offering closed on August 14, 2023, the Company sold 8,000,000 shares of its voting common stock and on September 12, 2023, the Underwriters exercised the Underwriters' Option in part and purchased an additional 500,000 shares of the Company's voting common stock in each instance at a price to the public of $32.00 per share. share (the Public Offering). The Company raised aggregate proceeds of received $260.1 million in net of underwriter proceeds from the Public Offering, after deducting underwriting discounts and commissions of $10.9 million and other issuance offering costs of $1.1 million.

The voting common stock sold in the Public Offering was offered and sold by means of an effective registration statement on Form S-3ASR, including a preliminary prospectus filed with the U.S. Securities and Exchange Commission (SEC) on August 9, 2023 (File No. 333-273835) and a final prospectus dated August 9, 2023.

The Company intends to use the net proceeds from the Public Offering for general corporate purposes, which may include expanding its current business through acquisitions of, or investments in, other businesses, products or technologies.

Basis of Presentation and Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries and have been prepared in accordance with generally accepted accounting principles in the United States (GAAP) and applicable rules and regulations of the SEC regarding interim financial reporting. The interim unaudited condensed consolidated financial statements have been prepared on the same basis as the annual audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial position, results of operations, comprehensive income (loss), loss, changes in stockholders' equity, and its cash flows for the periods presented.

The results of operations for the three and nine months ended September 30, 2023 March 31, 2024, are not necessarily indicative of results to be expected for the year ended December 31, 2023 December 31, 2024, any other interim periods or any future year or period. The accompanying consolidated balance sheet as of December 31, 2022 December 31, 2023 was derived from the Company's audited consolidated financial statements for the year ended

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December 31, 2022 December 31, 2023. Certain information and note disclosures normally included in the annual consolidated financial statements prepared in accordance with GAAP have been condensed or omitted from the interim unaudited condensed consolidated financial statements.

Beginning with the quarter ended June 30, 2023, we included Contingent consideration and Contingent consideration, net of current portion within Accrued expenses and other current liabilities and Other liabilities, respectively, in the Company's condensed consolidated balance sheet. Accrued expenses and other current liabilities and Other liabilities for the year ended December 31, 2022 were recast to conform to the updated presentation.

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These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

The condensed consolidated financial statements include the accounts of Flywire and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated upon consolidation.

Segment Information

The Company has a single operating 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 and allocating resources. See *Note 2 - Revenue and Recognition* for information regarding the Company's revenue by geographic area.

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Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the condensed consolidated financial statements and the accompanying notes. Significant estimates and assumptions reflected in these financial statements include, but are not limited to, the valuation of certain stock-based compensation awards, the valuation of contingent consideration, the valuation of acquired intangible assets and their useful lives, the estimate of credit losses on accounts receivable and unbilled receivables, the impairment assessment of goodwill, intangibles and other long-lived assets and the

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incremental borrowing rates for operating leases. The Company bases its estimates on historical experience, known trends and other market-specific or other relevant factors that it believes to be reasonable under the circumstances. On an ongoing basis, the Company evaluates its estimates as there are changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results may differ from those estimates or assumptions.

Impact of the Conflict between Israel and Hamas

The Company has an office in Tel Aviv, Israel, which is one of the Company's software development and product centers. As of the issuance date of these condensed consolidated financial statements, the conflict between Israel and Hamas has not had a material impact on the Company's revenue, results of operations or financial position. The Company is engaged in active workforce management and efforts to preserve the health and safety of its Israeli FlyMates. However, since the Tel Aviv office is a healthcare engineering hub, the Company may experience customer service issues if there is a major problem as a result of the conflict and the Company is not able to service its platform on a timely basis. Further, the conflict may create a global challenge in outsourcing or hiring engineering talent.

Impact of the Conflict between Russia and Ukraine

The Company does not have any operations, or long-lived assets, in Ukraine or Russia. As of the issuance date of these condensed consolidated financial statements, the current conflict between Russia and Ukraine has not had a material impact on the Company's revenue, results of operations or financial position. However, the Company notes Ukraine is a major engineering hub and the Company may from time to time utilize technology resources from Ukraine on a contracted basis. The conflict may create a global challenge in outsourcing or hiring engineering talent. In addition, a prolonged conflict or the spill-over of war into other European countries may in the future have an impact on macroeconomic conditions which could significantly impact the verticals in which the Company has been predominantly focused over the last decade. The Company's payment volumes, sales cycles and time to implementation could be negatively affected and consequently, the Company's revenue or results of operations or financial position could be adversely impacted as well.

Impact of Inflation

Inflation did not have a material effect on the Company's cash flows and results of operations during the three and nine months ended September 30, 2023 March 31, 2024.

Concentrations of Credit Risk, Financial Instruments and Significant Clients

Financial instruments that potentially subject the Company to concentration of credit risk consists principally of cash, cash equivalents, accounts receivable, unbilled receivables and funds receivable from payment partners.

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The Company maintains its cash and cash equivalents with financial institutions that management believes are of high credit quality. Our cash equivalents include money market funds, which are AAA-rated and comprised of liquid, high-quality high quality debt securities issued by the U.S. government. The Company's cash and cash equivalents deposited with the financial institutions exceed the Federal Deposit Insurance Corporation (FDIC) insurance limit of $250,000. As part of its cash management process, the Company performs periodic reviews of the credit standing of the financial institutions holding its cash and cash equivalents. Additionally, to mitigate credit risk associated with financial institutions, the Company diversifies its cash and cash equivalents across multiple financial institutions and U.S. Treasury Money Market Funds. U.S. Treasuries, by their nature, create a concentration of credit risk with the US Government. Our access to our cash and cash equivalents and client funds could be significantly impacted in volatile markets given our concentration in government money market funds.

To manage credit risk related to accounts receivable and unbilled receivables, the Company maintains an allowance for credit losses. The allowance is determined by applying a loss-rate method based on an aging schedule using the Company's historical loss rate. The Company also considers reasonable and supportable current and forecasted information in determining its estimated loss rates, such as external forecasts, macroeconomic trends, or other factors that are associated with the credit quality of the Company’s customer base. The Company did not experience any material credit losses for the three and nine months ended September 30, 2023 March 31, 2024.

Accounts receivable are derived from revenue earned from clients located in the U.S. and internationally. Significant clients are those that represent 10% or more of accounts receivable, net as set forth in the following table:

	September 30, 2023	December 31, 2022
Client A	17 %	13 %
Client B	10 %	13 %

In May 2023, Client A filed for voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code. net. As of September 30, 2023 March 31, 2024 and December 31, 2023, the Company had $3.1 million recorded within there was no client that represented 10% or more of accounts receivable, attributed to Client A, net of allowance. On November 2, 2023, a settlement agreement was reached and the Company collected all of its pre-petition outstanding balance of $2.6 million from Client A. Client A continues as client of Flywire. net.

Funds receivable from payment partners consist primarily of cash held by the Company’s global payment processing partners that have not yet been remitted to the Company. Significant partners are those that represent 10% 10% or more of funds receivable from payment partners as set forth in the following table:

		March 31,	December 31,
September 30, 2023	December 31, 2022	2024	2023

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Partner A	*	12 %	*	14 %
Partner B	12 %	16 %	11 %	15 %
Partner C	11 %	17 %	11 %	13 %
Partner D	35 %	15 %	*	11 %
Partner E			38 %	20 %

* Less than 10% of total balance.

During the three and nine months ended September 30, 2023 March 31, 2024 and 2022, 2023, no client(s) client accounted for 10% or more of total revenue.

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During the three months ended September 30, 2023 March 31, 2024, revenue from clients located in the United States and Canada (Americas), Europe, the Middle East and Africa (EMEA) and the Asia and Pacific region (APAC) in the aggregate accounted for 55.4 50.7%, 32.9 31.7% and 11.7 17.6% of the Company's total revenues, respectively.

During the three months ended September 30, 2022 March 31, 2023, revenue from clients located in Americas, EMEA and APAC in the aggregate accounted for 64.6 63.8%, 25.6% and 9.8% of the Company's total revenues, respectively.

During the nine months ended September 30, 2023, revenue from clients located in Americas, EMEA and APAC in the aggregate accounted for 56.8%, 30.0 23.0% and 13.2% of the Company's total revenues, respectively. During the nine months ended September 30, 2022, revenue from clients located in Americas, EMEA and APAC in the aggregate accounted for 68.5%, 24.3% and 7.2% of the Company's total revenues, respectively.

Summary of Significant Accounting Policies

The Company's significant accounting policies are discussed in *Note 1 - Business Overview and Summary of Significant Accounting Policies* in the notes to the audited consolidated financial statements in the Company's Annual

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Report on Form 10-K for the year ended December 31, 2022 December 31, 2023. There have been no material changes to these policies during the three and nine months ended September 30, 2023March 31, 2024.

Advertising Costs

Advertising costs are expensed as incurred and are included in selling and marketing expenses in the condensed consolidated statements of operations and comprehensive income (loss). loss. Advertising expenses for the three months ended September 30, 2023 March 31, 2024 and 2022 2023 were $2.0 1.6 million and $0.9 million, respectively. Advertising expenses for the nine months ended September 30, 2023 and 2022 were $5.1 million and $3.8 1.1 million, respectively.

Recently Adopted Accounting Pronouncements

The following accounting standards update (ASU) was issued by As of March 31, 2024 and for the Financial period then ended, there were no recently adopted Accounting Standards Board (FASB) and adopted by Flywire as of June 30, 2023:

ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting:* ASU 2020-04 provides optional guidance to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting in response to concerns about structural risks of the cessation of London Interbank Offered Rate (LIBOR). It also provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. ASU 2020-04 applies only to contracts and hedging relationships Update (ASUs) that reference LIBOR or another reference rate expected to be discontinued due to reference rate reform. The adoption of this standard did not have had a material impact effect on Flywire's the Company's condensed consolidated financial statements. Refer to *Note 10 - Debt* for additional details on the transition from the LIBOR benchmark rate to the Secured Overnight Financing Rate (SOFR) benchmark rate. statements and disclosures.

Accounting Pronouncements Not Yet Adopted

As of September 30, 2023, there are no new accounting pronouncements recently The following ASUs were issued by the FASB Financial Accounting Standards Board but not yet adopted by Flywire as of March 31, 2024:

ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures:* ASU 2023-07 improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 also enhances interim disclosure requirements, clarifies circumstances in which would an entity can disclose multiple segment measures of profit or loss, provides new segment disclosure requirements for entities with a single reportable and contains other disclosure requirements. ASU 2023-07 is effective for Flywire for the annual period beginning on January 1, 2024 and interim periods beginning on January 1, 2025. Early adoption is permitted. ASU 2023-07 should be expected applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the impact of this standard on its consolidated financial statements and disclosures.

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ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures:* ASU 2023-09 requires public business entities to disclose on an annual basis additional information in specified categories with respect to the reconciliation of the effective tax rate to the statutory rate for federal, state, and foreign income taxes. It also requires greater detail about individual reconciling items in the rate reconciliation to the extent the impact of those items exceeds a specified threshold. In addition, ASU 2023-09 requires disclosure pertaining to taxes paid, net of refunds received, to be disaggregated for federal, state, and foreign taxes and further disaggregated for specific jurisdictions to the extent the related amounts exceed a quantitative threshold. ASU 2023-09 is effective for the Company for the annual period beginning on January 1, 2025. Early adoption is permitted. ASU 2023-09 should be applied on a prospective basis. However, companies have a material the option to apply the standard retrospectively. The Company is currently evaluating the impact of this standard on the Company's its consolidated financial statements and disclosures.

Note 2. Revenue and Recognition

The following table presents revenue disaggregated by geographical area and major solutions. The categorization of revenue by geographical location is determined based on the location of where the client resides.

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	**2023**	**2022**	**2023**	**2022**
Primary geographical markets				
Americas	$ 68,384	$ 61,492	$ 171,845	$ 148,236
EMEA	40,542	24,403	90,737	52,511
APAC	14,397	9,337	39,967	15,575
Total revenue	**$ 123,323**	**$ 95,232**	**$ 302,549**	**$ 216,322**
Major solutions				
Transactions	$ 104,585	$ 77,147	$ 247,734	$ 167,494
Platform and usage-based fees	18,738	18,085	54,815	48,828
Total revenue	**$ 123,323**	**$ 95,232**	**$ 302,549**	**$ 216,322**

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	Three Months Ended March 31,	
(in thousands)	**2024**	**2023**

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Primary geographical markets		
Americas	$ 57,866	$ 60,165
EMEA	36,160	21,661
APAC	20,077	12,531
Total revenue	**$ 114,103**	**$ 94,357**
Major solutions		
Transactions	$ 95,200	$ 76,302
Platform and other revenues	18,903	18,055
Total revenue	**$ 114,103**	**$ 94,357**

Contract Balances from Contracts with Clients

The following table provides information about accounts receivable, unbilled receivables and deferred revenue from contracts with clients (in thousands):

	September 30, 2023	December 31, 2022
Accounts receivable, net of allowance	$ 18,151	$ 13,697
Unbilled receivables	6,779	5,268
Deferred revenue – current	3,812	5,223
Deferred revenue – non-current	174	131

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	March 31, 2024	December 31, 2023
Accounts receivable, net	$ 19,688	$ 18,215
Unbilled receivables, net	7,995	10,689
Deferred revenue – current	5,619	6,968
Deferred revenue – non-current	169	169

For the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, the Company recognized $1.3 3.1 million and $1.6 2.2 million respectively, of in revenue from amounts that were included in deferred revenue as of June 30, 2023 and 2022. For the nine months ended September 30, 2023 December 31, 2023 and 2022, respectively.

Remaining Performance Obligations

The Company has performance obligations associated with certain clients' contracts for future services that have not yet been recognized as revenue. As of March 31, 2024, the aggregate amount of transaction price allocated to

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performance obligations that are unsatisfied or partially unsatisfied, including deferred revenue, was approximately $13.3 million. Of the total remaining performance obligations, the Company recognized $ expects to recognize approximately 5.0 54.0 million % within a year and $5.2 46.0 million, respectively, % over the next two to five years thereafter. Actual amounts and timing of revenue from amounts that were included in deferred revenue as of December 31, 2022 and 2021. recognized may differ due to subsequent contract modifications, renewals and/or terminations.

Note 3. Allowance for Credit Losses

The Company maintains an allowance for credit losses for accounts receivable and unbilled receivables. Changes in the allowance for credit losses for the three and nine months ended September 30, 2023 and 2022 were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Allowance for credit losses at the beginning of the period	$ (815)	$ (149)	$ (212)	$ (106)
Provision for expected credit losses	74	(13)	(525)	(86)
Write-offs, net of recoveries	3	19	(1)	49
Allowance for credit losses at the end of the period	$ (738)	$ (143)	$ (738)	$ (143)

Note 4. Fair Value Measurements

Certain assets and liabilities are carried at fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants on the measurement date in the principal or most advantageous market for the asset or liability. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs (other than Level 1 quoted prices), such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

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The Company's cash equivalents are carried at fair value (Level 1) as determined according to the fair value hierarchy described above. The Company's cash equivalents include money market funds, which are measured at fair value using the net asset value (NAV) per share practical expedient. The money market funds, which are AAA-rated are comprised of liquid, high-quality debt securities issued by the U.S. government. Shares in money market funds are purchased and redeemed at the NAV at the time of the purchase or sale, which may be purchased or redeemed on

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demand, as may be required by the Company.The carrying values of accounts receivable, funds receivable from payment partners, unbilled receivables, prepaid expenses, accounts payable, funds payable to clients and accrued expenses and other current liabilities approximate their respective fair values due to the short-term nature of these assets and liabilities. The Company's contingent consideration is carried at fair value, determined using Level 3 inputs in the fair value hierarchy.

The following tables present the Company's fair value hierarchy for its financial assets and liabilities that are measured at fair value on a recurring basis as of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023 (in thousands):

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	Measured at NAV as of September 30, 2023:	Measured at Fair Value as of September 30, 2023:			
		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash equivalents:					
Money market funds	$ 374,880	$ —	$ —	$ —	$ 374,880
	$ 374,880	$ —	$ —	$ —	$ 374,880

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Financial Liabilities:					
Foreign exchange contracts	$ —	$ —	$ —	$ 97	$ 97
	$ —	$ —	$ —	$ 97	$ 97

	Measured at NAV as of December 31, 2022:	Measured at Fair Value as of December 31, 2022:			
		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash equivalents:					
Money market funds	$ 9,145	$ —	$ —	$ —	$ 9,145
	$ 9,145	$ —	$ —	$ —	$ 9,145
Financial Liabilities:					
Foreign exchange contracts	$ —	$ —	$ —	$ 3	$ 133
Contingent consideration	—	—	—	1,332	1,332
	$ —	$ —	$ —	$ 1,335	$ 1,465

	Measured at NAV as of March 31, 2024:	Measured at Fair Value as of March 31, 2024:			
		Level 1	Level 2	Level 3	Total
Money market funds	$ 391,542	$ —	$ —	$ —	$ 391,542
	$ 391,542	$ —	$ —	$ —	$ 391,542
Foreign exchange contracts	$ —	$ —	$ —	$ 10	$ 10
Contingent consideration	—	—	—	2,281	2,281
	$ —	$ —	$ —	$ 2,291	$ 2,291

	Measured at NAV as of December 31, 2023:	Measured at Fair Value as of December 31, 2023:			
		Level 1	Level 2	Level 3	Total

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		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash equivalents:					
Money market funds	$ 372,912	$ —	$ —	$ —	$ 372,912
Foreign exchange contracts	—	—	—	16	16
	$ 372,912	$ —	$ —	$ 16	$ 372,928
Financial Liabilities:					
Contingent consideration	$ —	$ —	$ —	$ 2,882	$ 2,882
	$ —	$ —	$ —	$ 2,882	$ 2,882

During the nine three months ended September 30, 2023 March 31, 2024 and year ended December 31, 2022 December 31, 2023, there were no transfers between Level 1, Level 2 or Level 3.

Contingent consideration

Cohort Solutions Learning Information Systems Pty Ltd. (Cohort Go)

During March 2023, the Company made a payment of contingent consideration of $1.7 million, in the form of cash, based on Cohort Go's successful and timely achievement of the contracted milestones. No additional contingent consideration is due or payable with respect to the Cohort Go acquisition. Refer to *Note 8 - Business Combinations* for additional details on the Cohort Go acquisition. (StudyLink)

The fair value of the contingent consideration related to the Cohort Go acquisition revenue milestone was determined using an option pricing model and the fair value of the contingent consideration related to volume of money movement, the cross-selling and engineering implementation milestones was determined using a scenario-based method. Refer to *Note 7 - Business Combinations* for additional details on the StudyLink acquisition. The following table presents the unobservable inputs incorporated into the valuation of contingent consideration as of December 31, 2022 March 31, 2024 and December 31, 2023.

	March 31, 2024	December 31, 2022

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Discount rate	7.0% - 7.7%	11.2	7.4 5%
Probability of successful achievement *			75 0% - 100%

* Probability of successful achievement was set at different targets based on the Company's best estimates on achieving them.

Increases or decreases in any of the probabilities of success in which the specific post-acquisition milestones were expected to be achieved would result in a higher or lower fair value measurement, respectively. Increases or decreases in the discount rate would result in a lower or higher fair value measurement, respectively.

WPM Group Ltd. (WPM)

Pursuant to the terms Increases or decreases in any of the business combination agreement, contingent consideration was potentially payable at various intervals through March 2024 probabilities of success in which the form of cash revenue, volume, cross-selling and the engineering implementation milestones are expected to be achieved would result in higher or up to approximately 225,000 shares of common stock, at Flywire's option, and was dependent upon the Company's achievement of specified minimum payment volume targets and integration targets. As of September 30, 2023, no contingent consideration is due or payable with respect to the WPM acquisition. Refer to *Note 8 - Business Combinations* for additional details on the WPM acquisition. lower fair value measurement, respectively.

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The fair value of the contingent consideration related to the payment volume targets was determined using an option pricing model and the fair value of the contingent consideration related to the integration targets was determined using a scenario-based method. The following table presents the unobservable inputs incorporated into the valuation of contingent consideration related to the WPM acquisition as of December 31, 2022.

	December 31, 2022
Market price of risk adjustment for revenue	6.7 %
Revenue volatility	22.7 %
Probability of successful achievement*	0% - 100%
Performance period	1.25 years

* Probability of successful achievement was set at different targets based on the Company's best estimates on achieving them.

Increases or decreases in expectations regarding the level at which payment volumes were expected to be achieved would result in a higher or lower fair value measurement, respectively. Increases or decreases in the market price of risk adjustment of revenue would result in a decrease or increase in the fair value measurement, respectively. Increases or decreases in the revenue volatility would result in a decrease or increase in the fair value measurement, respectively.

Changes in the fair value of contingent consideration are included as a component of general and administrative expense within the condensed consolidated statements of operations and comprehensive income (loss). loss. The following table summarizes the changes in the carrying value of the contingent consideration for the three and nine months ended September 30, 2023 and 2022 periods presented (in thousands):

	Three Months Ended September 30, 2023	Three Months Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023
Beginning balance	$ 42	$ 2,204	$ 1,332	$ 11,309	$ 2,882	$ 1,332
Additions	—	1,695	2	1,695	—	2
Change in fair value	(42)	1,247	368	297	(478)	410
Contingent consideration paid *	—	(453)	(1,674)	(8,297)	—	(1,674)
Foreign currency translation adjustment	—	(270)	(28)	(581)	(123)	(29)
Ending balance	$ —	$ 4,423	$ —	$ 4,423	$ 2,281	$ 41

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* For the nine three months ended September 30, 2023 March 31, 2023, contingent consideration paid has been bifurcated between the financing and operating sections of the condensed consolidated statement of cash flows. Amounts paid up to the fair value initially recorded in purchase accounting is reported in the financing section of the condensed consolidated statement of cash flows, while any excess is reported in the operating section of the condensed consolidated statement of cash flows. For the nine months ended September 30, 2022, contingent consideration paid has been bifurcated among the investing, financing and operating sections of the condensed consolidated statement of cash flows. Contingent consideration paid within three months after the acquisition date of Cohort Go is reported in the investing section of the condensed consolidated statement of cash flows given the proximity to the acquisition date. Amounts paid up to the fair value initially recorded in purchase accounting is reported in the financing section of the condensed consolidated statement of cash flows, while any excess is reported in the operating section of the condensed consolidated statement of cash flows.

Note 5. 4. Derivative Instruments

As part of the Company's foreign currency risk management program, the Company uses foreign currency forward contracts to mitigate the volatility related to fluctuations in the foreign exchange rates. These foreign currency forward contracts are not designated as hedging instruments. Derivative transactions such as foreign currency forward contracts are measured in terms of the notional amount; however, this amount is not recorded on the condensed consolidated balance sheets and is not, when viewed in isolation, a meaningful measure of the risk profile of the derivative instruments. The notional amount is generally not exchanged but is used only as the underlying basis on which the value of foreign exchange payments under these contracts is determined. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, the Company had 8,433 8,404 and 11,816 12,737 open foreign exchange contracts, respectively. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, the Company had foreign currency forward contracts outstanding with a notional amount of $36.4 23.6 million and $54.7 36.1 million, respectively.

The Company records all derivative instruments in the condensed consolidated balance sheets at their fair values. For the nine three months ended September 30, 2023 and for the year ended December 31, 2022 March 31, 2024, the Company recorded a liability of less than $0.1 million and for the year ended December 31, 2023, the Company recorded an asset of less than $0.1 million related to outstanding foreign exchange contracts. The Company recognized a loss gain of less than $1.2 0.1 million and $2.2 million during the three and nine months ended September 30, 2023, respectively. The Company recognized a loss of $1.3 million and $1.9 million during the three and nine months ended September 30, 2022, March 31, 2024 and 2023, respectively. Gains and losses are included as a component of general and administrative expense within the condensed consolidated statements of operations and comprehensive income (loss). loss.

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Note 6. 5. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following as of the dates presented (in thousands):

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	September 30, 2023	December 31, 2022	March 31, 2024	December 31, 2023
Accrued employee compensation and related taxes	$ 18,169	$ 16,944	$ 15,287	$ 19,748
Accrued vendor liabilities	4,439	3,104	3,147	4,193
Accrued income and other non-employee related taxes	6,515	5,001	7,622	6,270
Accrued professional services	2,346	1,723	1,694	2,139
Current portion of operating lease liabilities	992	1,807	1,372	1,465
Other accrued expenses and current liabilities	5,794	5,844	8,263	9,500
	$ 38,255	$ 34,423	$ 37,385	$ 43,315

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Note 7. 6. Property and Equipment, net

Property and equipment, net consisted of the following as of the dates presented (in thousands):

	September 30, 2023	December 31, 2022	March 31, 2024	December 31, 2023
Computer equipment and software	$ 3,439	$ 3,195	$ 3,730	$ 3,681
Internal-use software	17,280	13,131	19,590	18,135
Furniture and fixtures	892	892	902	912
Leasehold improvements	5,337	4,704	5,390	5,431
Construction in progress	—	291		
	26,948	22,213	29,612	28,159
Less: Accumulated depreciation and amortization*	(11,707)	(8,896)	(14,024)	(13,025)
	$ 15,241	$ 13,317	$ 15,588	$ 15,134

* For the nine three months ended September 30, 2023 March 31, 2024, accumulated depreciation and amortization expense included $ $(123 140) thousand of computer disposals and $ $(234 117) thousand of foreign currency translation adjustments. For the nine three months ended September 30, 2022 March 31, 2023, accumulated depreciation and amortization expense included $ $(9 84) thousand of computer disposals and $ $(271 31) thousand of foreign currency translation adjustments.

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Depreciation of property and equipment and amortization expense of internal-used software for the three months ended September 30, 2023 March 31, 2024 and 2022 2023 was $1.1 1.3 million and $1.4 million, respectively. Depreciation and amortization expense for the nine months ended September 30, 2023 and 2022 was $3.2 million and $2.9 0.9 million, respectively.

The Company capitalized $4.1 1.5 million and $5.7 1.4 million in costs related to internal-use software during the nine three months ended September 30, 2023 March 31, 2024 and the year ended December 31, 2022, 2023, respectively. Software developed for internal use is amortized on a straight-line basis over its estimated useful life of five years.

As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, the carrying value of internal-use software was $12.7 13.3 million and $10.6 12.7 million, respectively. Amortization expense related to internal-use software for the three months ended September 30, 2023 and 2022 was $0.7 0.9 million and $0.5 million respectively. Amortization expense related to internal-use software for during the nine three months ended September 30, 2023 March 31, 2024 and 2022 was $2.0 million and $1.2 million, 2023, respectively.

Note 8. 7. Business Combinations

Cohort Go StudyLink

On July 13, 2022 November 3, 2023, Flywire, through one if its Australian subsidiaries Flywire Pacific Pty Ltd., acquired all of the issued and outstanding shares of Cohort Go, StudyLink, an Australian-based software as a service (SaaS) education payments provider company that simplifies the provides platforms to education providers to support their student recruitment process by bringing together students, agents admissions systems and essential student services processes, including features such as health insurance into one platform. eligibility assessment, offer generation, recruitment agent and commission management and acceptance processing. The acquisition of Cohort Go contributed StudyLink was intended to accelerate the Company's global expansion growth in the Australian higher education market and accelerated enhance the growth of Flywire's agent related revenue, Company's value proposition to payers, universities and agents in which Flywire partners with agents who refer students to the Company. The agent related revenue is reported as transaction revenue for Flywire, while the health insurance related revenue is reported as platform revenue. higher education ecosystem. The acquisition of Cohort Go StudyLink has been accounted for as a business combination.

During the fourth first quarter of 2022, 2024, the cash consideration, Company completed its purchase accounting and recorded an immaterial net of cash acquired and the purchase price allocation was adjusted to reflect a working capital true-up and a change to the deferred tax liability, which was due to additional tax basis associated with the acquired technology intangible asset. This resulted in a $0.2 million increase in the cash adjustment.

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consideration, net of cash acquired, a $1.4 million decrease to deferred tax liability and a $1.2 million decrease to goodwill from the quarter ended September 30, 2022 to the year ended December 31, 2022. The adjusted purchase price allocation is reflected in the consolidated balance sheet as of December 31, 2022 and purchase price allocation below.

Pursuant to the terms of the business combination agreement, the Company acquired Cohort Go StudyLink for estimated total purchase consideration of approximately $33.0 37.6 million or $23.1 35.5 million, net of cash acquired, which consisted of (in thousands):

Cash consideration, net of cash acquired	$ 17,140	$ 32,764
Estimated fair value of shares of common stock	4,287	
Estimated fair value of contingent consideration	1,695	2,701
Total purchase consideration, net of cash acquired	$ 23,122	$ 35,465

Contingent consideration, which totaled totals up to approximately $1.7 2.7 million, represented represents additional payments that Flywire was may be required to make in the future which were are dependent upon Cohort Go's StudyLink's successful achievement of specific post-acquisition revenue, volume, cross-selling and engineering implementation milestones and were is subject to exchange rate fluctuation adjustment between the U.S. Dollar and Australian Dollar. During March 2023, the Company made a payment A portion of contingent consideration of $1.7 million, can be paid in the form of cash or shares of common stock, at the Company's option.

Additional payments in the form of shares of common stock will be made based on Cohort Go's successful the continuing employment of a key employee; accordingly, the fair value of $2.4 million, or approximately 84,000 shares of common stock, have been excluded from the purchase consideration. These shares were fixed on the date of acquisition and timely achievement payable only in

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common stock, therefore are equity-classified. During the three months ended March 31, 2024, the Company expensed $0.3 million in stock-based compensation associated with retention of the contracted milestones. No key employee. The stock-based compensation expense is included in the Company's condensed consolidated statements of operations and comprehensive loss and additional contingent consideration is due or payable with respect to paid-in capital on the Cohort Go acquisition. condensed consolidated balance sheet.

The table summarizes the allocation of the purchase consideration to the assets acquired and liabilities assumed (in thousands):

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Cash	$ 9,880	$ 2,108
Accounts receivable	558	2,762
Funds receivable from payment partners	3,767	
Prepaid expenses and other current assets	314	432
Other assets	494	193
Goodwill	16,197	20,705
Identifiable intangible assets	16,408	19,553
Total assets acquired	47,618	45,753
Deferred tax liabilities	5,012	2,663
Deferred revenue	264	2,654
Funds payable to clients	4,071	
Accounts payable	1,740	859
Accrued expenses and other current liabilities	3,529	2,004
Total liabilities assumed	14,616	8,180
Net assets acquired	33,002	37,573
Less: cash acquired	9,880	2,108
Net assets, less cash acquired	$ 23,122	$ 35,465

Goodwill arising from the acquisition of $16.2 20.7 million was attributable to the assembled workforce of Cohort Go StudyLink and the synergies expected to arise from the acquisition. The Company expects that no No goodwill from this acquisition will be deductible for income tax purposes.

The following table reflects the estimated fair values of the identified intangible assets of Cohort Go StudyLink and their respective weighted-average estimated amortization periods.

	Estimated Fair Values	Weighted-Average Amortization Periods	Estimated Fair Values	Weighted-Average Estimated Amortization Periods
	(in thousands)	(years)	(in thousands)	(years)
Developed technology	$ 5,356	7	$ 7,397	7
Agent and customer relationships	11,052	13		
Customer relationships			12,027	14
Trade Name/Trademark			129	2
	$ 16,408		$ 19,553	

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The results of Cohort Go StudyLink have been included in the condensed consolidated financial statements since the date of the acquisition. Cohort Go StudyLink contributed $5.2 million in transaction revenue and $2.5 2.1 million in platform revenue during the three months ended September 30, 2023 and $13.0 million in transaction revenue and $8.0 million in platform revenue during the nine months ended September 30, 2023 March 31, 2024. Cohort Go contributed $3.5 million in transaction revenue and $1.6 million in

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platform revenue during the three and nine months ended September 30, 2022.The The Company has not disclosed net income or loss since the acquisition date as the business was fully integrated into the condensed consolidated Company's operations and therefore it was impracticable to determine this amount.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information shows the results of the Company's operations for the three and nine months ended September 30, 2022 March 31, 2023 as if the acquisition had occurred on January 1, 2021 January 1, 2022. The unaudited pro forma financial information is presented for information purposes only and is not necessarily indicative of what would have occurred if the acquisition had occurred as of that date. The unaudited pro forma information is also not intended to be a projection of future results due to the integration of the acquired operations of Cohort Go. StudyLink. The unaudited pro forma information reflects the effects of applying the Company's accounting policies and a certain pro forma adjustment adjustments to the combined historical financial information of the Company and Cohort Go, which includes StudyLink. The pro forma adjustments include:

- incremental amortization expense associated with the estimated fair value of identified intangible assets assets;
- incremental employee compensation expense for StudyLink employees;
- transaction costs; and adjustment to eliminate transaction costs associated with the acquisition.

	Three Months Ended September 30, 2022		Nine Months Ended September 30, 2022	
	Actual	Pro Forma	Actual	Pro Forma
	(in thousands)			
Revenue	$ 95,232	$ 101,355	$ 216,322	$ 231,446
Net Loss	$ (4,272)	$ (3,150)	$ (38,218)	$ (35,380)

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On December 14, 2021, Flywire completed its acquisition of WPM, a leading software provider that enables seamless and secure receivables payment experiences for universities and colleges across

- the U.K. The acquisition of WPM was intended to build on Flywire's existing education payments business and to further accelerate the Company's market share in the U.K. education sector. The acquisition of WPM was account for as a business combination.

Pursuant to the terms estimated tax impact of the business combination agreement, the Company acquired a outstanding equity of WPM for estimated total purchase consideration of $59.6above items.

	Three Months Ended March 31, 2023	
	Actual	Pro Forma
	(in thousands)	
Revenue	$ 94,357	$ 96,164
Net Loss	$ (3,683)	$ (4,058)

million, which consisted of $56.1 million in cash, net of cash acquired and $3.5 million in estimated fair value of contingent consideration, which was dependent upon the Company's achievement of specified minimum payment volume targets and integration targets. Certain amounts were also tied to continued employment of key employees. There were no personnel costs associated with retention of key employees during the three months ended September 30, 2023. During the nine months ended September 30, 2023, the Company expensed $0.8 million in personnel costs associated with retention of key employees. A portion of these personnel costs has been paid through shares of Flywire common stock in January 2023 and July 2023 with the reminder anticipated to be paid in January 2024 (assuming no breach of the terms of relevant agreements). During the three and nine months ended September 30, 2022, the Company expensed $0.2 million and $0.7 million, respectively, in personnel costs associated with the retention portion of contingent consideration.

Note 9. 8. Goodwill and Acquired Intangible Assets

Goodwill

The following table summarizes the changes in the carrying amount of goodwill as of the dates presented (in thousands):

	September 30, 2023	December 31, 2022
Beginning balance	$ 97,766	$ 85,841
Goodwill related to acquisitions	—	16,197
Foreign currency translation adjustment	(593)	(4,272)
Ending balance	$ 97,173	$ 97,766

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	March 31, 2024	December 31, 2023
Beginning balance	$ 121,646	$ 97,766
Goodwill related to acquisitions	—	20,705
Foreign currency translation adjustment	(1,926)	3,175
Ending balance	$ 119,720	$ 121,646

Acquired Intangible Assets

Acquired intangible assets subject to amortization consisted of the following (dollars in thousands):

	September 30, 2023				March 31, 2024			
	Gross Carrying Value*	Accumulated Amortization**	Net Carrying Amount	Weighted Average Remaining Life (Years)	Gross Carrying Value*	Accumulated Amortization**	Net Carrying Amount	Weighted Average Remaining Life (Years)
Developed Technology	$ 31,438	$ (19,925)	$ 11,513	3.69	$ 39,037	$ (22,646)	$ 16,391	4.53
Acquired Relationships	89,427	(12,653)	76,774	10.22	102,745	(15,823)	86,922	10.79
Trade Name/Trademark					130	(22)	108	1.67
	$ 120,865	$ (32,578)	$ 88,287		$ 141,912	$ (38,491)	$ 103,421	

* Includes $(4,063 2,571) thousand of foreign currency translation adjustments.

** Includes $222 91 thousand of foreign currency translation adjustments.

	December 31, 2022			
	Gross Carrying Value*	Accumulated Amortization**	Net Carrying Amount	Weighted Average Remaining Life (Years)
Developed Technology	$ 31,848	$ (15,429)	$ 16,419	4.55

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Acquired Relationships	90,612	(9,423)	81,189	10.92
Non-Compete Agreement	469	(461)	8	0.27
	$ 122,929	$ (25,313)	$ 97,616	

	December 31, 2023			
	Gross Carrying Value*	Accumulated Amortization**	Net Carrying Amount	Weighted Average Remaining Life (Years)
Developed Technology	$ 39,624	$ (21,446)	$ 18,178	4.71
Acquired Relationships	104,007	(14,143)	89,864	11.04
Trade Name/Trademark	136	—	136	1.83
	$ 143,767	$ (35,589)	$ 108,178	

* Includes $(3,416 750) thousand of foreign currency translation adjustments.

** Includes $ $(154 41) thousand of foreign currency translation adjustments.

Amortization expense for the three months ended September 30, 2023 March 31, 2024 and 2022 2023 was $2.8 2.9 million and $2.0 million, respectively. Amortization expense for the nine months ended September 30, 2023 and 2022 was $8.6 million and $6.3 2.8 million, respectively.

As of September 30, 2023 March 31, 2024, the estimated annual amortization expense of intangible assets for each of the next five years and thereafter is expected to be as follows (in thousands):

	Estimated Amortization Expense
Remaining of fiscal year 2023	$ 2,827
2024	10,867
2025	9,615
2026	8,854
2027	8,545
2028	7,915
Thereafter	39,664
	$ 88,287

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	Estimated Amortization Expense
Remaining of fiscal year 2024	$ 8,864
2025	12,064
2026	11,335
2027	10,765
2028	10,422
2029	9,598
Thereafter	40,373
	$ 103,421

Note 10. 9. Debt

2024 Revolving Credit Syndication Loan Facility

On July 29, 2021 February 23, 2024, the Company entered into an Amended and Restated Credit Agreement for a three-year five-year senior secured revolving credit syndication loan (2024 Revolving Credit Facility) with three four banks for a total commitment of $125.0 million. The 2024 Revolving Credit Facility provides for an incremental facility in an amount equal to $50.0 million (Revolving Credit Facility). The plus 100% of Consolidated Adjusted EBITDA based on the most recent consolidated financial information. In addition, the 2024 Revolving Credit Facility includes a $5.0 10.0 million letter of credit sub-facility and a $5.0 million swingline sub-facility, with available borrowings under the 2024 Revolving Credit Facility reduced by the amount of any letters of credit and swingline borrowings outstanding from time to time. The 2024 Revolving Credit Facility is guaranteed by Flywire's current and future material domestic subsidiaries.

The 2024 Revolving Credit Facility replaces the three-year senior secured revolving credit syndication loan (2021 Revolving Credit Facility) of $50.0 million entered into in July 2021, under which $50.0 million was available to Flywire as of December 31, 2023. Three of the lenders under the 2024 Revolving Credit Facility were existing lenders under the 2021 Revolving Credit Facility.

In connection with the 2024 Revolving Credit Facility, the Company incurred debt issuance costs of $0.8 million. Debt issuance costs related to the 2024 Revolving Credit Facility are amortized on a straight-line basis over the contractual term of the agreement and are presented as a component of other assets on the Company's condensed consolidated balance sheets. Debt issuance costs of $0.1 million related to the 2021 Revolving Credit Facility will continue to be amortized on a

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straight-line basis over the contractual term of the new agreement and are presented as a component of other assets on the Company's condensed consolidated balance sheets. The exchange of the 2021 Revolving Credit Facility with the 2024 Revolving Credit Facility from the same lenders was accounted for as a modification.

The 2024 Revolving Credit Facility consists of Alternate Base Rate (ABR) loans borrowings or Eurodollar Borrowings, Term Secured Overnight Financing Rate (SOFR) borrowings, at the Company's option.

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On June 23, 2023, the Company executed the First Amendment to the Revolving Credit Facility to transition from the LIBOR benchmark rate to the SOFR benchmark rate effective June 30, 2023.

In accordance with the First Amendment, ABR loans borrowings bear interest at the ABR plus the applicable rate. Eurodollar Borrowings Term SOFR borrowings bear interest at the Adjusted Term SOFR for the interest period plus the applicable rate. The ABR rate is based on the greatest of (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 1/2 of 1%, or (c) the Adjusted Term SOFR for a one-month interest period, plus 1%. The Adjusted Term SOFR is based on (x) equal to the sum of (a) Term SOFR for such interest period, plus (y) the applicable spread adjustment ranging from 0.11448% to 0.71513% depending on the length of (b) the SOFR interest period, multiplied by (z) the Statutory Reserve Rate. adjustment of 0.10%. The applicable rate is based upon the Company's liquidity consolidated total net leverage ratio as of the most recent consolidated financial information and ranges from 0.75 1.0% to 2.25 2.5%.

Prior to the First Amendment, ABR loans borne interest at the ABR plus the applicable rate. Eurodollar Borrowings borne interest at the Adjusted LIBOR for the interest period plus the applicable rate. The ABR rate was based on the greatest of (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 1/2 of 1%, or (c) the Adjusted LIBOR for a one-month interest period, plus 1%. The adjusted LIBOR was based on (x) the LIBOR for such interest period, multiplied by (y) the Statutory Reserve Rate. The applicable rate was based upon the Company's liquidity as of the most recent consolidated financial information and ranged from 0.75% to 2.25%.

The 2024 Revolving Credit Facility incurs a commitment fee ranging from 0.25% to 0.35% based upon the Company's liquidity consolidated total net leverage ratio as of the most recent consolidated financial information assessed on the average undrawn portion of the available commitment.

The 2024 Revolving Credit Facility contains customary affirmative and negative covenants and restrictions typical for a financing of this type that, among other things, require the Company to satisfy certain financial covenants and restrict the Company's ability to incur additional debt, pay dividends and make distributions, make certain investments and acquisitions, repurchase its stock and prepay certain indebtedness, create liens, enter into agreements with affiliates, modify the nature of its business, enter into sale-leaseback transactions, transfer and sell material assets and merge or consolidate. Non-compliance with one or more of the covenants and restrictions could result in the full or partial principal balance of the 2024 Revolving Credit Facility becoming immediately due and payable and termination of the

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commitments. The Company was in compliance with all covenants associated with the 2024 Revolving Credit Facility as of September 30, 2023 March 31, 2024.

2021 Revolving Credit Facility

On July 29, 2021, the Company drew $25.9 million on entered into the 2021 Revolving Credit Facility and used the proceeds to prepay its then existing Loan and Security Agreement of $25.0 million (LSA). In connection with the transaction, the Company incurred debt issuance costs of $0.3 million and debt discount of $0.1 million. Debt issuance costs and debt discount are amortized on a straight-line basis over the contractual term of the agreement and are presented as a component of other assets on the Company's condensed consolidated balance sheets.

On October 28, 2022, the Company repaid the $25.9 million outstanding under the Revolving Credit Facility. Following the repayment, the Company continued to have access to three banks for a total commitment of $50.0 million. The 2021 Revolving Credit Facility included a $5.0million letter of credit sub-facility and a $5.0 million swingline sub-facility, with available borrowings under the 2021 Revolving Credit Facility. Facility reduced by the amount of any letters of credit and swingline borrowings outstanding from time to time. The 2021 Revolving Credit Facility was guaranteed by Flywire's material domestic subsidiaries.

The 2021 Revolving Credit Facility consisted of ABR loans or Eurodollar Borrowings, at the Company's option.

On June 23, 2023, the Company executed the First Amendment to the 2021 Revolving Credit Facility to transition determination of the interest rate from the LIBOR benchmark rate to the SOFR benchmark rate effective June 30, 2023.

As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, there was no outstanding indebtedness under the 2024 Revolving Credit Facility or the 2021 Revolving Credit Facility.

Interest expense for each of the three months ended September 30, 2023 March 31, 2024 and 2022 2023 was $0.1 million and $0.4 million, respectively. million. Included in interest expense for each of the three months ended September 30, 2023 March 31, 2024 and 2022 2023 is less than $0.1 million and $0.1 million, respectively, of amortization of debt issuance cost costs.

Letter of Credit

As of March 31, 2024 and debt discount. Interest expense for December 31, 2023, the nine months ended September 30, 2023 Company had an outstanding and 2022 was unused letter of credit in the amount of approximately $0.3 2.6 million

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and $0.9 million, respectively. Included in interest expense for the nine months ended September 30, 2023 and 2022 is $0.2 million and $0.2 0.7 million, respectively, for the purpose of amortization protecting a third-party service provider against default on payroll payments. The letter of debt issuance cost and debt discount. credit expires upon notice.

Note 11. 10. Stockholders' Equity

Preferred Stock

The Company's current amended and restated certificate of incorporation, which became effective was filed on May 28, 2021, authorizes the issuance of 10,000,000 shares of undesignated preferred stock with a par value of $0.0001 per share with rights and preferences, including voting rights, designated from time to time by the board of directors.

Common Stock

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The Company's current amended and restated certificate of incorporation authorizes the issuance of 2,000,000,000 shares of voting common stock with a par value of $0.0001 per share and 10,000,000 shares of non-voting common stock with a par value of $0.0001 per share. The voting and non-voting shares are identical, except that holders of voting common stock are entitled to one vote for each share on each matter properly submitted to the Company's stockholders for their vote, while holders of non-voting common stock are not entitled to vote on such matters. Holders of voting common stock and non-voting common stock are entitled to receive any dividends as may be declared from time to time by the board of directors.

Holders of the Company's common stock have no conversion rights while each share of non-voting common stock automatically converts into common stock on a one-to-one basis without the payment of additional consideration upon the transfer thereof in (i) a widespread public distribution, including pursuant to Rule 144 under the Securities Act, (ii) a transfer (including a private placement or a sale pursuant to Rule 144 under the Securities Act) in which no one party acquires the right to purchase 2% or more of any class of voting securities (as such term is used for the purposes of the Bank Holding Company Act of 1956, as amended), (iii) an assignment to a single party (for example, a broker or investment banker) for the purposes of conducting a widespread public distribution, or (iv) to a party who would control more than 50% of the Company's voting securities without giving effect to the shares of non-voting common stock transferred by the holder. Other than in the event of such transfers, shares of non-voting common stock shall not be convertible into any other security.

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Treasury Stock

On August 14, 2023, The Company may issue treasury stock to cover the exercise of stock options and vesting of restricted stock units related to equity incentive plans. The Company sold issued 8,000,000 14,504 treasury shares of its voting common stock and on September 12, 2023, the Underwriters exercised the Underwriters' Option in part and purchased at an additional 500,000 shares of the Company's voting common stock, in each instance at a price to the public average cost of $32.00 0.32 per share. share during the three months ended March 31, 2024. The Company raised aggregate proceeds did not issue any treasury shares during the three months ended March 31, 2023. The Company intends to issue treasury shares as long as an adequate number of $260.1 million, net of underwriter discounts and commissions of $10.9 million and other issuance costs of $1.1 million. those shares are available.

As of September 30, 2023 March 31, 2024, the Company had reserved shares of common stock for future issuance as follows:

	September 30, 2023	March 31, 2024
Issued and outstanding stock options	9,731,117	7,366,719
Issued and outstanding restricted stock units	4,484,511	6,809,244
Available for issuance under the 2021 Equity Incentive Plan	14,956,868	17,833,390
Available for issuance under Employee Stock Purchase Plan	3,856,785	4,720,458
Committed to Settling Earn-out Liabilities settling employee retention	14,166	83,996

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Available for conversion of non-voting common stock		1,873,320
	34,916,767	38,687,127

Note 12. 11. Stock-Based Compensation

Equity Incentive Plan

In April 2021, the Company's board of directors adopted, and in May 2021 its stockholders approved the 2021 Equity Incentive Plan (the 2021 Plan).

No further awards are being made under the Company's 2009 Equity Incentive Plan, as amended (the 2009 Plan) or the Company's 2018 Stock Incentive Plan (the 2018 Plan); however, awards outstanding under each of the 2009 Plan and 2018 Plan will continue to be governed by their existing terms. With the establishment of the 2021 Plan as further discussed below, upon the expiration, forfeiture, cancellation, or reacquisition of any stock-based awards granted under the 2009 Plan or 2018 Plan, an equal number of shares will become available for grant under the 2021 Plan. The 2021 Plan, 2018 Plan and 2009 Plan are collectively referred to as the "Equity Incentive Plans".

The 2021 Plan provides for the grant of incentive stock options, nonqualified stock options, stock appreciation rights, restricted stock awards, restricted stock units, performance awards and other forms of equity compensation (collectively, equity awards). A total of 19,988,330 26,116,754 shares of the Company's common stock have been reserved for issuance under the 2021 Plan in addition to (i) any annual automatic evergreen increases in the number of shares of common stock reserved for issuance under the 2021 Plan and (ii) upon the expiration, forfeiture, cancellation, or reacquisition of any stock-based awards granted under the 2009 Plan or 2018 Plan, an equal number of shares of common stock will become available under the 2021 Plan.

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As of September 30, 2023 March 31, 2024, a total of 14,956,868 17,833,390 shares of the Company's common stock were available for future issuance under the 2021 Plan.

Stock Options

Stock options granted under the 2009 Plan, 2018 Plan and the 2021 Plan generally vest based on continued service over four years and expire within ten years from the date of grant. Any options that are canceled or forfeited before expiration become available for future grants.

The Company did not grant any options to purchase shares of common stock during the three and nine months ended September 30, 2023 March 31, 2024.

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As of September 30, 2023 March 31, 2024, there was $13.1 8.8 million of total unrecognized compensation expense related to unvested stock options, which is expected to be recognized over a weighted-average period of 1.51 1.14 years.

Restricted Stock Awards and Restricted Stock Units

During 2018, the Company granted restricted stock awards to employees under the 2018 Plan. The restricted stock awards vested ratably over a four year period from the date of grant. The fair value of each restricted stock award was the estimated fair value of the common stock on the date of grant. All restricted stock awards were fully vested as of 2022.

Starting in 2021, the Company has awarded restricted stock units to employees and certain non-employee board members under the 2021 Plan. During the three and nine months ended September 30, 2023 March 31, 2024, the Company awarded restricted stock

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units covering an aggregate of 214,464 and 2,750,945 3,166,769 shares of common stock, respectively. stock. The fair value of each restricted stock unit is estimated based on the fair value of the Company's common stock on the date of the grant. The restricted stock units vest over the requisite service period, which range between one and four years from the date of the grant, subject to the continued employment of the employees and service of the non-employee board members.

As of September 30, 2023 March 31, 2024, there was $97.2 159.0 million of total unrecognized compensation expense related to unvested restricted stock units, which is expected to be recognized over a weighted-average period of 3.12 3.32 years.

Employee Stock Purchase Plan

In April 2021, the Company's board of directors adopted, and in May 2021 its stockholders approved, the 2021 Employee Stock Purchase Plan (ESPP), which became effective on May 28, 2021. The ESPP authorizes the issuance of shares of common stock pursuant to purchase rights granted to "eligible employees". A total of 3,797,245 5,082,470 shares of common stock have been reserved for future issuance under the ESPP, in addition to any annual automatic evergreen increases in the number of shares of common stock reserved for future issuance under the ESPP. The price at which common stock is purchased under the ESPP is equal to 85% of the fair market value of a share of common stock on the first or last day of the offering period, whichever is lower. Eligible employees can contribute the lesser of up to 15% of their eligible compensation or IRS limit. compensation. Offering periods are generally 6 months long.

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As of September 30, 2023 March 31, 2024, a total of 3,856,785 4,720,458 shares of the Company's common stock were available for future issuance under the ESPP.

The fair value of the ESPP offering during the three months ended September 30, 2023 March 31, 2024 was estimated at the start of the offering period using the Black-Scholes option-pricing model with the following assumptions: (i) expected term of 0.5 years, (ii) expected volatility of 41.32 61.91%, (iii) risk-free interest rate of 5.53 5.24% and (iv) expected dividend yield of 0%.

As of September 30, 2023 March 31, 2024, the total unrecognized compensation expense related to the ESPP was $0.3 0.4 million, which is expected to be amortized over the next 3 months.

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Stock-Based Compensation Costs

The following table summarizes the stock-based compensation expense for (i) stock options and restricted stock units and ESPP granted to employees and non-employee board members and (ii) ESPP shares that was were purchased by employees that were recorded in the Company's condensed consolidated statements of operations and comprehensive income (loss) (in loss (in thousands):

	Three Months Ended September 30, 2023	Three Months Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022
Technology and development	$ 2,386	$ 1,418	$ 6,354	$ 3,604
Selling and marketing	3,053	2,244	8,784	5,760
General and administrative	5,881	4,867	16,161	13,097
Total stock-based compensation expense	$ 11,320	$ 8,529	$ 31,299	$ 22,461

	Three Months Ended March 31,	
	2024	2023
Technology and development	$ 2,592	$ 1,569
Selling and marketing	3,960	2,437
General and administrative	8,290	4,597
Total stock-based compensation expense	$ 14,842	$ 8,603

On November 6, 2023, the Company entered into a Transition Agreement with its previous Chief Financial Officer (Prior CFO). Pursuant to the terms of the Transition Agreement (including the receipt by the Company of a release from the Prior CFO), the Company agreed to modify its Prior CFO's outstanding stock options and restricted stock units to (i)

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accelerate vesting for nine months from the date of the termination of the Prior CFOs employment with the Company (the Separation Date), and (ii) extend the exercise period of his vested nonqualified stock options from ninety days to one year following the Separation Date. To receive these benefits, the Prior CFO had to remain employed through March 31, 2024. As a result of this modification, the Company recognized additional compensation expense of $1.3 million during the three months ended March 31, 2024.

Note 13. 12. Net Income (Loss) Loss per Share

Basic net income (loss) loss per share attributable to common stockholders is computed by dividing the net income (loss) loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding for the period. Diluted net income (loss) loss attributable to common stockholders is computed by adjusting net income (loss) loss attributable to common stockholders to reallocate undistributed earnings based on the potential impact of dilutive securities. Diluted net income (loss) loss per share attributable to common stockholders is computed by dividing the diluted net income (loss) loss attributable to common stockholders by the

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weighted-average number of common shares outstanding, including all potentially dilutive common shares, if the effect of such shares is dilutive.

In periods in which the Company reports a net loss attributable to common stockholders, diluted net loss per share attributable to common stockholders is the same as basic net loss per share attributable to common stockholders, since dilutive common shares are not assumed to have been issued if their effect is anti-dilutive. The Company reported a net gain attributable to common stockholders for the three months ended September 30, 2023. The Company reported a net loss attributable to common stockholders for the three months ended September 30, 2022 March 31, 2024 and nine months ended September 30, 2023 and 2022, respectively. For the three months ended September 30, 2022 and nine months ended September 30, 2023 and 2022, respectively 2023; accordingly, basic net loss per share attributable to common stockholders was the same as diluted net loss per share attributable to common stockholders.

The rights, including the liquidation and dividend rights, of the voting and non-voting common stock are identical, except with respect to voting rights. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis to each class of common stock and the resulting basic and diluted net income (loss) loss per share attributable to common stockholders are, therefore, the same for both voting and non-voting common stock on both individual and combined basis.

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Basic and diluted net income (loss) loss per share attributable to common stockholders was calculated as follows (in thousands, except share and per share amounts):

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	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Numerator:				
Net income (loss)	$ 10,643	$ (4,272)	$ (9,853)	$ (38,218)
Net income (loss) attributable to common stockholders – basic and diluted	$ 10,643	$ (4,272)	$ (9,853)	$ (38,218)
Denominator:				
Weighted average common shares outstanding – basic	116,492,191	107,925,637	112,495,539	107,562,799
Effect of potentially dilutive stock options	7,819,509	—	—	—
Effect of potentially dilutive restricted common stock	1,168,693	—	—	—
Weighted average common shares outstanding – diluted	125,480,393	107,925,637	112,495,539	107,562,799
Net income (loss) per share attributable to common stockholders – basic	$ 0.09	$ (0.04)	$ (0.09)	$ (0.36)
Net income (loss) per share attributable to common stockholders – diluted	$ 0.08	$ (0.04)	$ (0.09)	$ (0.36)

	Three Months Ended March 31,	
	2024	2023
Numerator:		
Net loss	$ (6,217)	$ (3,683)
Net loss attributable to common stockholders - basic and diluted	$ (6,217)	$ (3,683)
Denominator:		
Weighted average common shares outstanding - basic and diluted	123,143,343	109,787,528
Net loss per share attributable to common stockholders - basic and diluted	$ (0.05)	$ (0.03)

Outstanding potentially dilutive securities, which were excluded from the diluted net income (loss) loss per share calculations because they would have been antidilutive were as follows as of the dates presented:

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	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended March 31,	
	2023	2022	2023	2022	2024	2023
Unvested restricted stock units	28,757	2,875,428	4,484,511	2,875,428	6,809,244	4,690,048
Stock options to purchase common stock	676,344	12,722,639	9,791,643	12,722,639	7,366,719	11,534,245
	705,101	15,598,067	14,276,154	15,598,067	14,175,963	16,224,293

Note 14. 13. Income Taxes

The Company's provision for income taxes during the interim periods is determined using an estimate of the Company's annual effective tax rate, which is adjusted for certain discrete tax items during the interim period. The Company recorded an income tax expense of $0.8 1.6 million and $1.3 0.4 million for the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively. The income tax expense for the three months ended September 30, 2023 March 31, 2024 and 2022 was primarily attributable to activity in the Company's foreign subsidiaries and U.S. state taxes. The Company recorded an income tax expense of $2.3 million and $2.9 million for the nine months ended September 30, 2023 and 2022, respectively. The income tax expense for the nine months ended September 30, 2023 and 2022 2023 was primarily attributable to activity in the Company's foreign subsidiaries and U.S. state taxes.

The Company's effective tax rate differs from the U.S. federal statutory rate primarily due to the change in valuation allowance in the U.S. The Company is open to future tax examinations from 2018 to the present; however, carryforward attributes that were generated prior to 2018 may still be adjusted upon examination by federal, state or local tax authorities to the extent they will be used in a future period. In 2021, the U.S. Internal Revenue Service commenced a corporate income tax audit with respect to the 2018 calendar year, which was completed in 2022.

The Company's management evaluates the realizability of the Company's deferred tax assets based on all available evidence, both positive and negative. The realization of net deferred tax assets is dependent on the Company's ability to generate sufficient future taxable income during the foreseeable future. As of September 30, 2023 March 31, 2024, the Company continues to maintain a full valuation allowance of the U.S. and United Kingdom net deferred tax assets.

On August 16, 2022, the Inflation Reduction Act 20

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Table of 2022 was signed into law. This legislation imposes a federal Corporate Alternative Minimum Tax among other tax law changes. The Inflation Reduction Act of 2022 was effective for Flywire for years beginning after December 31, 2022. The Company has completed its analysis of this legislation and it does not expect the Inflation Reduction Act of 2022 will have a material impact on the Company's tax liability. Contents

Note 15. 14. Commitments and Contingencies

Legal proceedings

The Company is subject to various legal proceedings and claims from time to time, the outcomes of which are subject to significant uncertainty. The Company records an accrual for legal contingencies when it has determined that it

is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other things, the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, and the ability to make a reasonable estimate of the loss. If the occurrence of liability is probable, the Company will disclose the nature of the contingency, and if estimable, will provide the likely amount of such loss or range of loss.

As of September 30, 2023 March 31, 2024, the Company was not a party to any litigation the outcome of which, the Company believes, if determined adversely to it, would individually or in the aggregate, have a material adverse effect on its financial position, results of operations, or cash flows.

In the course of implementing geolocation data-based sanctions screening measures, the Company identified certain payments which, based on geolocation data, appear to have been initiated from Cuba, Iran, or Syria, in potential violation of applicable sanctions regimes. Although Flywire continues to evaluate whether these or other transactions constitute potential violations of the U.S. Department of the Treasury's Office of Foreign Assets Controls (OFAC) OFAC sanctions (including whether certain of these payments may have been authorized by general licenses or license exemptions under the relevant sanctions regulations), in August 2023, Flywire made a voluntary submission to OFAC to report the potential violations. violations, and in April 2024 filed a supplemental submission with OFAC. Based upon the results of the internal investigation completed to date, the Company does not believe that the amount of any loss incurred as a result of this matter would be material to its business, financial condition, results of operations or cash flows.

Indemnification

In the ordinary course of business, the Company agrees to indemnify certain partners and clients against third-party claims asserting infringement of certain intellectual property rights, data privacy breaches, damages caused to property or persons, or other liabilities relating to or arising from the Company's payment platform or other contractual obligations. In

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addition, the Company has entered into indemnification agreements with members of its board of directors and executive officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. To date, the Company has not incurred any material costs as a result of such indemnifications. The Company is not aware of any pending indemnification matters or claims, individually or in the aggregate, that are expected to have a material adverse effect on its financial position, results of operations, or cash flows and had not accrued any liabilities related to such obligations in its condensed consolidated financial statements for the periods ended September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023.

Note 16. Subsequent Events

StudyLink Acquisition

On November 3, 2023, Flywire through its Australian entity Flywire Pacific Pty Ltd acquired all of the issued and outstanding shares of Learning Information Systems Pty Ltd (StudyLink), an Australian-based software as a service (SaaS) company for an estimated total aggregate purchase price of approximately $38.8 million, consisting of approximately $34.9 million in cash and up to approximately $3.9 million in contingent consideration. Purchase consideration is also subject to certain adjustments as specified in the sale agreement, including a net working capital adjustment. The estimated total aggregate purchase price of approximately $38.8 million is subject to change based on the fair value of $3.9 million of contingent consideration that will be assessed in purchase accounting. The contingent consideration represents additional payments that Flywire may be required to make in the future dependent on the successful achievement of revenue and engineering implementation milestones, a portion of which can be paid in the form of cash or shares of common stock, at the Company's option and is subject to exchange rate fluctuation adjustment between the U.S. Dollar and Australian Dollar. Unvested stock awards, which are subject to continued employment, have been excluded from purchase consideration.

Study Link is an Australian-based SaaS education company that provides platforms to education providers to support their student admissions systems and processes, including features such as eligibility assessment, offer generation, recruitment agent and commission management and acceptance processing. The acquisition of StudyLink is intended to accelerate the Company's global expansion in its education vertical.

Chief Financial Officer Transition Agreement

On November 6, 2023, the Company and Michael Ellis, its Chief Financial Officer, entered into a Transition Agreement, as filed as exhibit 10.1 to this Quarterly Report on Form 10-Q . 21

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

You should read the following discussion and analysis of our financial condition and results of operations together with our condensed consolidated financial statements and the related notes appearing elsewhere in this Quarterly Report on Form 10-Q. Some of the information contained in this Quarterly Report on Form 10-Q includes forward-looking statements that involve risks and uncertainties. You should read the sections titled "Special Note Regarding Forward- LookingForward-Looking Statements" and "Risk Factors" for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. Our fiscal year end is December 31, and our fiscal quarters end on March 31, June 30, September 30, and December 31.

Overview

Flywire is a leading global payments enablement and software company. Our next-gen payments platform, proprietary global payment network and vertical-specific software help our clients get paid and help their customers pay with ease—no matter where they are in the world. Our clients rely on us for integrated solutions that are both global and local, and combine tailored invoicing, flexible payment options, and highly personalized omni-channel experiences. We believe we make generational advances for our clients by transforming payments into a source of value and growth for their organizations while delighting their customers with payment experiences that are engaging, secure, fast, and transparent.

Our *Flywire Advantage* is derived from three core elements: (i) our next-gen payments platform; (ii) our proprietary global payment network; and (iii) our vertical-specific software backed by our deep industry expertise. With our *Flywire Advantage*, we aim to power the transformation of our clients' accounts receivable functions by automating paper and check-based business processes in addition to creating interactive, digital payment experiences for their customers. As a result, clients who implement our payments and software solutions can see increased digital payments and improved accounts receivable, higher enrollment in payment plans, and a reduction in customer support inquiries. We help our clients turn their accounts receivable functions into strategic, value-enhancing areas of their organizations.

We reach clients through various channels, with our direct channel being our primary go-to-market strategy. Our industry-experienced sales and relationship management teams bring expertise and local reach, and our solution combines high-tech and high-touch functions backed by 24x7 multilingual customer support, resulting in high client and customer satisfaction. In addition, the value of our Flywire Advantage has been recognized, with global financial institutions and technology providers choosing to form channel partnerships with us. These partnerships promote organic referral and lead generation opportunities and enhance our indirect sales strategy.

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The combination of our differentiated solution and efficient go-to-market strategy has resulted in strong and consistent client growth.

- ***Rapid domestic and international payments volume growth.*** We have grown our total payment volume by approximately 27% 23% period-over-period from $5.7 billion during the three months ended March 31, 2023 to $7.0 billion during the three months ended September 30, 2022 to $8.9 billion during the three months ended September 30, 2023. We have grown our total payment volume by approximately 33% period-over-period from $14.0 billion during the nine months ended September 30, 2022 to $18.6 billion during the nine months ended September 30, 2023 March 31, 2024.

- ***Expanded global payments network.***We have continued to add to the capabilities of our payment network by means of new local bank accounts and payment partners, and have expanded our global reach to over 240 countries and territories and more than 140 currencies.

- ***Enjoyable and personalized user experience.*** Our net promoter score (NPS) score of 62 in fiscal year 2022 demonstrates a strong affinity among our clients for our platform.

- ***Strong dollar-based net retention.***For the year ended December 31, 2022 December 31, 2023, our annual net dollar-based retention rate was approximately 124% 125%. We calculate the annual net dollar-based retention rate for a given year based on the weighted average of the quarterly net dollar-based retention rates for each quarter in that year. We calculate the quarterly net dollar-based retention rate for a given quarter by dividing the revenue we earned in that quarter by the revenue we earned from the same clients in the corresponding quarter of the previous year. Our calculation of quarterly net dollar-based revenue rate for a given quarter only includes revenue from clients that were clients at the beginning of the corresponding quarter of the previous year.

As of September 30, 2023 March 31, 2024, we serve over 3,700 4,000 clients around the world. In education, we serve more than 2,700 2,850 institutions. In healthcare, we power more than 80 90 healthcare systems, including four of the top 10 healthcare systems in

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the United States ranked by hospital size as of December 31, 2022 December 31, 2023. In our newer payment verticals of travel and business-to-business (B2B) B2B payments, we have a growing portfolio of more than 800 1,000 clients as of September 30, 2023 March 31, 2024.

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Our success in building our client base around the world and expanding utilization by our clients' customers has allowed us to achieve significant scale. We enabled over $24.0 billion and approximately $18.1 billion and $18.6 billion $7.0 billion in total payment

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volume during the year ended December 31, 2022 December 31, 2023 and nine three months ended September 30, 2023 March 31, 2024, respectively. We generated revenue of $289.4 million $403.1 million and $201.1 million $289.4 million for the years ended December 31, 2022 December 31, 2023 and 2021, 2022, respectively, and incurred net losses of $39.3 million $8.6 million and $28.1 million $39.3 million, respectively, for the same years. We generated revenue of $302.5 million $114.1 million and $216.3 million $94.4 million for the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively, and incurred net loss of $9.9 million $6.2 million and $38.2 million $3.7 million, respectively, for the same periods.

We believe that the growth of our business and our operating results will be dependent upon many factors, including our ability to add new clients, expand the usage of our solutions by our existing clients and their customers, integrate the businesses and technology platforms that we acquire and increase the breadth and depth of our payments and software capabilities by adding new solutions. While these areas present significant opportunities for us, they also pose challenges and risks that we must successfully address in order to sustain the growth of our business and improve our operating results.

While we have experienced significant growth and increased demand for our solutions over recent periods, we expect to may continue to incur losses in the short term and may not be able to achieve or maintain profitability in the future. Our marketing is focused on generating leads to develop our sales pipeline, building our brand and market awareness, scaling our network of partners and growing our business from our existing client base. We believe that these efforts will result in an increase in our client base, revenues, and improved margins in the long term. To manage any future growth effectively, we must continue to improve and expand our information technology (IT) and financial infrastructure, our operating and administrative systems and controls, and our ability to manage headcount, capital, and processes in an efficient manner. Additionally, we face intense competition in our market, markets, and to succeed, we need to innovate and offer solutions that are differentiated from legacy payment solutions. We must also effectively hire, retain, train, and motivate qualified personnel and senior management. There are also circumstances beyond our control which can materially impact our business that we need to respond to, including, but not limited to fluctuations in exchange rates. If we are unable to successfully address these challenges, our business, operating results, and prospects could be adversely affected.

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We had approximately 1,235 full-time FlyMates as of March 31, 2024, compared to approximately 1,045 full-time FlyMates as of March 31, 2023, an increase of 18.2%.

2023 Follow-On Public Offering

On August 9, 2023, the Company we entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, as the Representative of the several Underwriters, in connection with the offer and sale by the Company of 8,000,000 shares of voting common stock, of the Company, par value $0.0001 per share, at a price to the public of $32.00 per share. Pursuant share (the Primary Offering). In addition, pursuant to the terms of the Underwriting Agreement, the Company we granted the underwriters an option to purchase up to 1,200,000 additional shares of Common Stock. common stock (the Option).

On The Primary Offering closed on August 14, 2023, the Company sold 8,000,000 shares of its voting common stock and on September 12, 2023, the Underwriters exercised the Underwriters' Option in part and purchased an additional 500,000 shares of the Company's voting common stock in each instance at a price to the public of $32.00 per share. The Company raised aggregate share (the Public Offering). We received $260.1 million in net proceeds of $260.1 million, net of underwriter from the Public Offering, after deducting underwriting discounts and commissions of $10.9 million and other issuance offering costs of $1.1 million.

The voting common stock sold in the Public Offering was offered and sold by means of an effective registration statement on Form S-3ASR, including a preliminary prospectus filed with the U.S. SEC on August 9, 2023 (File No. 333-273835) and a final prospectus dated August 9, 2023.

Recent Acquisition

In July 2022, November 2023, we acquired all of the issued and outstanding shares of Cohort Go StudyLink for an estimated total aggregate purchase consideration price of $23.1 million approximately $35.5 million, consisting of $17.1 million approximately $32.8 million in cash consideration, net of cash acquired $4.3 million and up to approximately $2.7 million in contingent consideration. The contingent consideration represents additional payments that we may be required to make in the future dependent on the successful achievement of revenue, volume, cross-selling and engineering implementation milestones, a portion of which can be paid in the form of cash or shares of common stock, at our option, and up to $1.7 million in contingent consideration. Contingent consideration represented additional payments that Flywire was required to make which was dependent upon Cohort Go's achievement of specific post-acquisition milestones and was is subject to exchange rate fluctuation adjustment between the U.S. Dollar and Australian Dollar. During March 2023, the Company made a payment of contingent consideration Additional payments in the form of cash shares of $1.7 million common stock will be made based on Cohort Go's successful and timely achievement the continuing employment of a key employee; accordingly, the fair value of $2.4 million, approximately 84,000 shares of common stock, have been excluded from the purchase consideration. During the three months ended March 31, 2024, we expensed $0.3 million in stock based compensation associated with retention of the contracted milestones. No additional contingent consideration is due or payable with respect to the Cohort Go acquisition. Cohort Go key employee. StudyLink is an Australian-based SaaS education payments provider company that simplifies provides platforms to education providers to support their student

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admissions systems and processes, including features such as eligibility assessment, offer generation, recruitment agent and commission management and acceptance processing. The acquisition of StudyLink was intended to accelerate our growth in the student recruitment process by bringing together students, Australian higher education market and enhance our value proposition to payers, universities and agents and essential in the higher education ecosystem. StudyLink contributed $2.1 million in platform revenue during the three months ended March 31, 2024.

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student services such as health insurance into one platform. The acquisition of Cohort Go accelerated the growth of Flywire's agent related revenue and contributed to our global expansion. Cohort Go contributed $5.2 million in transaction revenue and $2.5 million in platform revenue during the three months ended September 30, 2023 and $13.0 million in transaction revenue and $8.0 million in platform revenue during the nine months ended September 30, 2023.

Our Revenue Model

We derive generate revenue from transactions and from platform and usage-based fees. other fees as described below.

Transaction revenue is includes (i) fees earned from payment processing services provided to our clients. The fee is generally earned on each transaction consists of through a rate applied to the total payment value of the transaction, which can vary based on the payment method, currency pair conversion pairs being converted and the geographic region in which our client clients and the clients' customer resides. We their customers reside. Payment processing services also earn revenue from include fixed fees per transaction, which generally relate to domestic payments processed. It also includes (ii) marketing fees from credit card service providers for marketing arrangements in which we perform certain marketing activities to increase the awareness of the credit card provider and promote certain methods of payments, which we consider to be ancillary to the payment processing solutions we provide to our clients.

Platform and usage-based fee revenue other revenues includes primarily include (i) fees earned for the utilization of our payment platform platforms to optimize cash collections and student application processing, which include revenue earned from software subscription fees and usage-based fees, (ii) fees collected on for the establishment of payment plans established by our clients on our payment platform, (iii) subscription fees and (iv) fees related to printing, mailing, and mailing other services which we consider to be ancillary to the solutions we provide to our clients. clients, (iv) commissions from insurance providers when an end-user purchases an insurance policy, and (v) revenue from interest earned on funds

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held for customers in interest-bearing accounts. Platform and other revenues has been referred to as platform and usage-based fee revenue in prior filings.

Key Operating Metrics and Non-GAAP Financial Measures

To supplement our condensed consolidated financial statements, which are prepared in accordance with generally accepted accounting principles in the United States (GAAP), we use certain non-GAAP financials financial measures. The following table sets forth our key operating metrics and non-GAAP measures for the periods presented: presented. All dollar amounts are rounded to the nearest million. As a result, certain amounts may not recalculate using the rounded amounts provided.

(dollars in millions)	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended March 31,	
	2023	2022	2023	2022	2024	2023
Total Payment Volume	8,86	6,99	18,63	14,02		
	$ 6.5	$ 0.1	$ 4.2	$ 4.2	$ 6,952.9	$ 5,667.9
Revenue	123.					
	$ 3	$ 95.2	$ 302.5	$ 216.3	$ 114.1	$ 94.4
Revenue Less Ancillary Services	116.					
	$ 8	$ 88.9	$ 285.3	$ 199.7	$ 110.2	$ 89.1
Gross Profit	$ 78.4	$ 61.3	$ 185.4	$ 133.4	$ 70.4	$ 58.3
Adjusted Gross Profit	$ 80.1	$ 62.6	$ 190.4	$ 137.1	$ 71.9	$ 59.9
Gross Margin	63.6%	64.4%	61.3%	61.7%	61.7%	61.8%
Adjusted Gross Margin	68.6%	70.4%	66.7%	68.7%	65.2%	67.2%
Net Income (Loss)	$ 10.6	$ (4.3)	$ (9.9)	$ (38.2)		
Net Loss					$ (6.2)	$ (3.7)
Adjusted EBITDA	$ 27.5	$ 18.2	$ 34.3	$ 13.9	$ 13.2	$ 7.0

For the three months ended September 30, 2023 March 31, 2024, transaction revenue and platform and usage-based fee revenue other revenues represented 84.8% 83.4% and 15.2% 16.6% of our revenue, respectively. For the three months ended September 30, 2023 March 31, 2024, transaction revenue and platform and usage-based fee revenue other revenues represented 88.4% 86.1% and 11.6% of our total revenue less ancillary services, respectively. For the three months ended September 30, 2022, transaction revenue and platform and usage-based fee revenue represented 81.0% and 19.0% of our revenue, respectively. For the three months ended September 30, 2022, transaction revenue and platform and usage-based fee revenue represented 85.7% and 14.3% of our total revenue less ancillary services, respectively.

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For the nine months ended September 30, 2023, transaction revenue and platform and usage-based fee revenue represented 81.9% and 18.1% of our revenue, respectively. For the nine months ended September 30, 2023, transaction revenue and platform and usage-based fee revenue represented 86.2% and 13.8% of our total revenue less ancillary services, respectively. For the nine months ended September 30, 2022, transaction revenue and platform and usage-based fee revenue represented 77.4% and 22.6% of our revenue, respectively. For the nine months ended September 30, 2022, transaction revenue and platform and usage-based fee revenue represented 83.1% and 16.9% 13.9% of our total revenue less ancillary services, respectively.

For the three months ended September 30, 2023 March 31, 2023, transaction revenue and platform and other revenues represented 80.8% and 19.2% of our revenue, respectively. For the three months ended March 31, 2023, transaction revenue and platform and other revenues represented 85.2% and 14.8% of our total revenue less ancillary services, respectively.

For the three months ended March 31, 2024, our total payment volume was approximately $8.9 billion $7.0 billion, consisting of $6.7 billion $5.0 billion of total payment volume from transactions included in transaction revenue, and $2.2 billion $2.0 billion of total payment volume from transactions included in platform and usage-based fee revenue. other revenues.

For the three months ended September 30, 2022 March 31, 2023, our total payment volume was approximately $7.0 billion $5.7 billion, consisting of $4.8 billion $3.8 billion of total payment volume from transactions included in transaction revenue, and $2.2 billion $1.9 billion of total payment volume from transactions included in platform and usage-based fee revenue.

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For nine months ended September 30, 2023, our total payment volume was approximately $18.6 billion, consisting of $13.5 billion of total payment volume from transactions included in transaction revenue and $5.1 billion of total payment volume from transactions included in platform and usage-based fee revenue. For nine months ended September 30, 2022, our total payment volume was approximately $14.0 billion, consisting of $9.3 billion of total payment volume from transactions included in transaction revenue and $4.7 billion of total payment volume from transactions included in platform and usage-based fee revenue. other revenues.

Total Payment Volume

To grow revenue from clients we must facilitate the use of our payment platform by our clients to process the amounts paid to them by their customers. The more our clients use our platform and rely upon our features to automate their payments, the more payment volume is processed on our solution. This metric provides an important indication of the value of the transactions that our clients' customers are completing on our payment platform and is an indicator of our

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ability to generate revenue from our clients. We define total payment volume as the total amount paid to our clients on our payments platform platforms in a given period.

Revenue Less Ancillary Services, Revenue Less Ancillary Services at Constant Currency, Adjusted Gross Profit, Adjusted Gross Margin, and EBITDA, Adjusted EBITDA and Non-GAAP Operating Expenses

We use non-GAAP financial measures to supplement financial information presented on a GAAP basis. We believe that excluding certain items from our GAAP results allows management to better understand our consolidated financial performance from period to period and better project our future consolidated financial performance as forecasts are developed at a level of detail different from that used to prepare GAAP-based financial measures. Moreover, we believe these non-GAAP financial measures provide our stakeholders with useful information to help them evaluate our operating results by facilitating an enhanced understanding of our operating performance and enabling them to make more meaningful period to period comparisons. There are limitations to the use of the non-GAAP financial measures presented here. Our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.

We use supplemental measures of our performance which are derived from our consolidated financial information, but which are not presented in our consolidated financial statements prepared in accordance with GAAP. These non-GAAP non-GAAP financial measures include the following:

- *Revenue Less Ancillary Services* -- Revenue Less Ancillary Servicesrepresents our consolidated revenue in accordance with GAAP less (i) pass-through cost for printing and mailing services and (ii) marketing fees. We exclude these amounts to arrive at this supplemental non-GAAP financial measure as we view these services as ancillary to the primary services we provide to our clients.

- *Revenue Less Ancillary Services at Constant Currency*- Revenue Less Ancillary Services at Constant Currency represents Revenue Less Ancillary Services adjusted to show presentation on a constant currency basis. The constant currency information presented is calculated by translating current period results using prior period weighted average foreign currency exchange rates. We analyze Revenue Less Ancillary Services on a constant currency basis to provide a comparable framework for assessing how the business performed excluding the effect of foreign currency fluctuations.

- *Adjusted Gross Profit*- - Adjusted Gross Profit represents Revenue Less Ancillary Services, less cost of revenue adjusted to (i) exclude pass-through cost for printing services, (ii) offset marketing fees against costs incurred and (iii) exclude depreciation and amortization, including accelerated amortization on the impairment of

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customer set-up costs tied to technology integration, if applicable. Management believes this presentation supplements the GAAP presentation of gross profit with a useful measure of the gross profit of our payment related payment-related services, which are the primary services we provide to our clients.

- *Adjusted Gross Margin* - Adjusted Gross Margin represents Adjusted Gross Profit divided by Revenue Less Ancillary Services. Management believes this presentation supplements the GAAP presentation of gross margin with a useful measure of the gross margin of our payment-related services, which are the primary services we provide to our clients. Beginning

- *EBITDA* - EBITDA represents our consolidated net loss in accordance with the quarter ended December 31, 2022, we have excluded GAAP adjusted to include (i) interest expense, (ii) interest income, (iii) provision for income taxes and (iv) depreciation and amortization from the calculation of our adjusted gross profit, which we believe enhances the understanding of the Company's operating performance and enables more meaningful period to period comparisons. Our adjusted gross profit and adjusted gross margin for the three and nine months ended amortization.

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September 30, 2022 were recast to conform to the updated methodology and are reflected herein for comparison purposes.

- *Adjusted EBITDA* - Adjusted EBITDA represents EBITDA further adjusted by excluding (i) stock-based compensation expense and related payroll taxes, (ii) the impact from the change in fair value measurement for contingent consideration associated with acquisitions, (iii) interest income, (iv) loss gain (loss) from the remeasurement of foreign currency, (v) (iv) indirect taxes related to intercompany activity, (vi) (v) acquisition related transaction costs, if applicable and (vii) (vi) employee retention costs, such as incentive compensation, associated with acquisition activities. Management believes that the exclusion of these amounts to calculate Adjusted EBITDA provides useful measures for period-to-period comparisons of our business.

- *Non-GAAP Operating Expenses* - Non-GAAP Operating Expenses represents GAAP Operating Expenses adjusted by excluding (i) stock-based compensation expense and related payroll taxes, (ii) depreciation and amortization, (iii) acquisition related transaction costs, if applicable, (iv) employee retention costs, such as

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incentive compensation, associated with acquisition activities and (v) the impact from the change in fair value measurement for contingent consideration associated with acquisitions.

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These non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for revenue, gross margin or net income (loss) loss prepared in accordance with GAAP and should be read only in conjunction with financial information presented on a GAAP basis. Reconciliations of Revenue Less Ancillary Services, Adjusted Gross Profit, Adjusted Gross Margin, Revenue Less Ancillary Services at Constant Currency, Adjusted Gross Profit, Adjusted Gross Margin and EBITDA, Adjusted EBITDA and Non-GAAP Operating Expenses to the most directly comparable GAAP financial measure are presented below. We encourage you to review these reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future fiscal periods, we may exclude such items and may incur income and expenses similar to these excluded items.

Reconciliations of Non-GAAP Financial Measures

The tables below provide reconciliations of Revenue Less Ancillary Services, Adjusted Gross Profit, Adjusted Gross Margin, Revenue Less Ancillary Services at Constant Currency, Adjusted Gross Profit, Adjusted Gross Margin and EBITDA, Adjusted EBITDA and Non-GAAP Operating Expenses to the most comparable GAAP figure on a consolidated basis for the periods presented. All dollar amounts are rounded to the nearest million. As a result, certain amounts may not recalculate using the rounded amounts provided.

Revenue Less Ancillary Services, Adjusted Gross Profit and Adjusted Gross Margin:

	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended March 31,	
(dollars in millions)	**2023**	**2022**	**2023**	**2022**	**2024**	**2023**
Revenue	$ 3.3 12	$ .2 95	$ 2.5 30	$ 6.3 21	$ 114.1	$ 94.4
Adjusted to exclude gross up for:						
Pass-through cost for printing and mailing	(5.2)	(5.4)	(15.4)	(15.1)	(3.6)	(4.9)
Marketing fees	(1.3)	(0.9)	(1.8)	(1.5)	(0.3)	(0.4)
Revenue Less Ancillary Services	$ 6.8 11	$ .9 88	$ 5.3 28	$ 9.7 19	$ 110.2	$ 89.1
Payment processing services costs	42.9	32.3	11 0.6	78.3	41.7	33.9
Hosting and amortization costs within technology and development expenses	2.0	1.6	6.5	4.6	2.0	2.2
Cost of Revenue	$ 9 44.	$ .9 33	$ 7.1 11	$ 9 82.	$ 43.7	$ 36.1

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Adjusted to:						
Exclude printing and mailing costs	(5.2)	(5.4)	(15.4)	(15.1)	(3.6)	(4.9)
Offset marketing fees against related costs	(1.3)	(0.9)	(1.8)	(1.5)	(0.3)	(0.4)
Exclude depreciation and amortization	(1.7)	(1.3)	(5.0)	(3.7)	(1.5)	(1.6)
Adjusted Cost of Revenue	$ 36.7	$ 26.3	$ 94.9	$ 62.6	$ 38.3	$ 29.2
Gross Profit	$ 78.4	$ 61.3	$ 18.5.4	$ 13.3.4	$ 70.4	$ 58.3
Gross Margin	63.6%	64.4%	61.3%	61.7%	61.7%	61.8%
Adjusted Gross Profit	$ 80.1	$ 62.6	$ 19.0.4	$ 13.7.1	$ 71.9	$ 59.9
Adjusted Gross Margin	68.6%	70.4%	66.7%	68.7%	65.2%	67.2%

(dollars in millions)	Transaction	Platform and Other Revenues	Three Months Ended March 31, 2024
Revenue	$ 95.2	$ 18.9	$ 114.1
Adjusted to exclude gross up for:			
Pass-through cost for printing and mailing	—	(3.6)	(3.6)
Marketing fees	(0.3)	—	(0.3)
Revenue Less Ancillary Services	$ 94.9	$ 15.3	$ 110.2
Percentage of Revenue	83.4%	16.6%	100.0%
Percentage of Revenue Less Ancillary Services	86.1%	13.9%	100.0%

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(dollars in millions)	Three Months Ended September 30, 2023 Transaction	Platform and Usage-Based Fee	Revenue	Three Months Ended September 30, 2022 Transaction	Platform and Usage-Based Fee	Revenue	Transaction	Platform and Other Revenues	Three Months Ended March 31, 2023
Revenue	$ 104.6	$ 18.7	$ 123.3	$ 77.1	$ 11.8	$ 92.5	$ 76.3	$ 18.1	$ 94.4
Adjusted to exclude gross up for:									
Pass-through cost for printing and mailing	—	(5.2)	(5.2)	—	(5.4)	(5.4)	—	(4.9)	(4.9)
Marketing fees	(1.3)	—	(1.3)	(0.9)	—	(0.9)	(0.4)	—	(0.4)
Revenue Less Ancillary Services	$ 103.3	$ 13.5	$ 116.8	$ 76.2	$ 7.4	$ 88.9	$ 75.9	$ 13.2	$ 89.1

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Percentage of Revenue	84.8%	15.2%	100.0%	81.0%	19.0%	100.0%	80.8%	19.2%	100.0%
Percentage of Revenue Less Ancillary Services	88.4%	11.6%	100.0%	85.7%	14.3%	100.0%	85.2%	14.8%	100.0%

	Nine Months Ended September 30, 2023			Nine Months Ended September 30, 2022		
(dollars in millions)	Transaction	Platform and Usage-Based Fee	Revenue	Transaction	Platform and Usage-Based Fee	Revenue
Revenue	$ 724.7	$ 548.4	$ 1,273.2	$ 516.7	$ 448.8	$ 965.5
Adjusted to exclude gross up for:						
Pass-through cost for printing and mailing	—	(154.4)	(154.4)	—	(151.1)	(151.1)

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Marketing fees	(1.8)	—	(1.8)	(1.5)	—	(1.5)
Revenue Less Ancillary Services	24	3	8	16	3	9
Ancillary Services	$ 5.9	$ 9.4	$ 5.3	$ 6.0	$ 3.7	$ 9.7
Percentage of Revenue	81.9%	18%	0%	77.4%	26%	0%
Percentage of Revenue Less Ancillary Services	86.2%	13.8%	0%	83.1%	16.9%	0%

Revenue Less Ancillary Services at Constant Currency:

(dollars in millions)	Three Months Ended September 30, 2023	2022	Growth Rate
Revenue	$ 123.3	$ 95.2	29.5%
Ancillary services	(6.5)	(6.3)	
Revenue Less Ancillary Services	116.8	88.9	31.4%
Effects of foreign currency rate fluctuations	$ (2.3)	—	
Revenue Less Ancillary Services at Constant Currency	$ 114.5	$ 88.9	28.8%

(dollars in millions)	Nine Months Ended September 30, 2023	2022	Growth Rate
Revenue	$ 302.5	$ 216.3	39.9%
Ancillary services	(17.2)	(16.6)	
Revenue Less Ancillary Services	285.3	199.7	42.9%
Effects of foreign currency rate fluctuations	$ 2.8	—	
Revenue Less Ancillary Services at Constant Currency	$ 288.1	$ 199.7	44.3%

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(dollars in millions)	Three Months Ended March 31, 2024	2023	Growth Rate
Revenue	$ 114.1	$ 94.4	20.9%
Ancillary services	(3.9)	(5.3)	
Revenue Less Ancillary Services	110.2	89.1	23.7%
Effects of foreign currency rate fluctuations	$ (0.2)	—	
Revenue Less Ancillary Services at constant currency	$ 110.0	$ 89.1	23.5%

EBITDA and Adjusted EBITDA:

(in millions)	Three Months Ended September 30, 2023	2022	Nine Months Ended September 30, 2023	2022	Three Months Ended March 31, 2024	2023
Net income (loss)	$ 10.6	$ (4.3)	$ (9.9)	$ (38.2)		
Net loss					$ (6.2)	$ (3.7)
Interest expense	0.1	0.4	0.3	0.9	0.1	0.1
Interest income					(5.9)	(1.9)
Provision for income taxes	0.8	1.3	2.3	2.9	1.6	0.4
Depreciation and amortization	4.0	3.4	12.1	9.2	4.5	3.8
EBITDA	15.5	0.8	4.8	(25.2)	(5.9)	(1.3)
Stock-based compensation expense and related taxes	11.6	9.3	32.3	23.3	15.1	9.0
Change in fair value of contingent consideration	—	1.3	0.4	0.3	(0.5)	0.4
Interest income	(3.8)	(1.3)	(7.7)	(1.5)		
Loss from remeasurement of foreign currency	4.2	7.5	3.5	15.1		

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Loss (gain) from remeasurement of foreign currency					4.4	(1.5)
Indirect taxes related to intercompany activity	0.1	0.1	0.2	0.3	0.1	0.1
Acquisition related transaction costs (1)	—	0.2	—	0.4		
Acquisition related employee retention costs (2)	(0.1)	0.3	0.8	1.2		
Acquisition related employee retention costs (1)					—	0.3
Adjusted EBITDA	$ 27.5	$ 18.2	$ 34.3	$ 13.9	$ 13.2	$ 7.0

(1) Acquisition related transaction costs consisted of legal and advisory fees incurred in connection with the Cohort Go acquisition.

(2) Acquisition related employee retention costs consisted of costs incurred to retain and compensate WPM and Simplificare's (Simplee) WPM's employe connection with integration of the business. Simplee was acquired on February 13, 2020.

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Reconciliation of GAAP Operating Expenses to Non-GAAP Operating Expenses:

	Three Months Ended March 31,	
(in millions)	**2024**	**2023**
GAAP Technology and development	$ 16.7	$ 14.5
(-) Stock-based compensation expense and related taxes	(2.6)	(1.6)
(-) Depreciation and amortization	(1.9)	(1.7)
(-) Acquisition related employee retention costs	—	(0.1)
Non-GAAP Technology and development	$ 12.2	$ 11.1
GAAP Selling and marketing	$ 30.1	$ 24.4
(-) Stock-based compensation expense and related taxes	(4.1)	(2.6)
(-) Depreciation and amortization	(1.9)	(1.3)
(-) Acquisition related employee retention costs	—	(0.2)

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Non-GAAP Selling and marketing	$ 24.1	$ 20.3
GAAP General and administrative	$ 31.6	$ 28.1
(-) Stock-based compensation expense and related taxes	(8.4)	(4.8)
(-) Depreciation and amortization	(0.7)	(0.7)
(-) Change in fair value of contingent consideration	0.5	(0.4)
Non-GAAP General and administrative	$ 23.0	$ 22.2

Key Factors Affecting Our Performance

Increased Utilization by Our Clients and Their Customers

Our ability to monetize our payments platform and global payment network is an important part of our business model. Today, we charge a fee based on the total payment volume we process on behalf of our clients. Our revenue and payment volume increases as our clients process more transactions on our payment platform and more money is collected through our global payment network. Increased average size of the payments processed on our payment platform also increases our revenue. Our ability to influence clients to process more transactions on our platform will have a direct impact on our revenue.

In addition, sustaining our growth requires continued adoption of our platform by new clients and further adoption of use cases such as payment plans, by our clients' customers. Our ability to influence our clients to expand their customers' usage of our platform also depends on our ability to successfully introduce new solutions, such as our solutions to support payments by international education consultants and our B2B solutions.

Mix of Business on Our Platform

Our revenue is affected by several factors, including the amount of payment volume processed by us on behalf of our clients, the industry in which our clients operate, the currency in which payments are made and received, the method of payment and the number of payment plans initiated by our clients' customers. For example, we recognize more transaction revenue as our clients engage in cross border payment flows which may increase or decrease depending on the industry in which our clients operate. We may experience shifts in the type of revenue we earn (transaction revenue or platform and usage-based fee revenue) other revenues) depending on the nature of the activity of our clients and our clients' customers on our platform.

Investment in Technology and Development and Sales and Marketing

We make significant investments in both new solutions and existing solution enhancement. New solution features and functionality are brought to market through a variety of distribution and promotional activities. We plan to continue to adopt emerging technologies, expand our library of software integrations and invest in the development of more features. While we expect our expenses related to technology and development to increase, we believe these investments will contribute to long-term growth and profitability.

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Additionally, we plan to continue to expand efforts to market our payment platform and global payment network directly to our clients through comprehensive marketing initiatives. We are focused on the effectiveness of sales and marketing spending and will continue to be strategic in maintaining efficient client acquisition in the next quarters, including adjusting spending levels as needed in response to changes in the economic environment.

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Seasonality

Our operating results and operating metrics are subject to seasonality and volatility, which could result in fluctuations in our quarterly revenues and operating results or in perceptions of our business prospects. We have experienced in the past, and expect to continue to experience, seasonal fluctuations in our revenue, which can vary by geographic corridor. For instance, our revenue has historically been strongest in our first and third quarters and weakest in our second quarter. Some variability results from seasonal events including the timing of when our education clients' customers make their tuition payments on our payment platform and the number of business days in a month or quarter. We also experience volatility in certain other metrics, such as transactions processed, total payment volume and payment mix.

Economic Conditions and Resulting Consumer Spending Trends

Changes in macro-level consumer spending for education, healthcare and travel trends, including as a result of inflation or fluctuations in foreign exchange rates could affect the amounts of volumes processed on our platform, thus resulting in fluctuations to our revenue streams.

Impact of the Conflict between Israel and Hamas

The Company has an office in Tel Aviv, Israel, which is one of the Company's software development and product centers. As of the issuance date of these condensed consolidated financial statements, the conflict between Israel and Hamas has not had a material impact on the Company's revenue, results of operations or financial position. The Company is engaged in active workforce management and efforts to preserve the health and safety of its Israeli FlyMates. However, since the Tel Aviv office is a healthcare engineering hub, the Company may experience customer service issues if there is a major problem as a result of the conflict and the Company is not able to service its platform on a timely basis. Further, the conflict may create a global challenge in outsourcing or hiring engineering talent.

Impact of the Conflict between Russia and Ukraine

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We do not have any operations, or long-lived assets, in Ukraine or Russia. We are actively monitoring the situation in Ukraine and assessing its impact on our business, but as of the issuance date of these condensed consolidated financial statements, the current conflict between Russia and Ukraine has not had a material impact on the Company's revenue, results of operations or financial position. The Company notes Ukraine is a major engineering hub and the Company may from time to time utilize technology resources from Ukraine on a contracted basis. The conflict may create a global challenge in outsourcing or hiring engineering talent. However, we have no way to predict the progress or outcome of the conflict or its impacts in Ukraine, Russia or Belarus as the conflict, and any resulting government reactions, are rapidly developing and beyond our control. The extent and duration of the military action, sanctions and resulting market disruptions could be significant and could potentially have a substantial impact on the global economy and our business for an unknown period of time.

Ukraine is a major engineering hub and the conflict may create a global challenge in outsourcing or hiring engineering talent. In addition, we have put in place and continue to actively manage a program to comply with government sanctions imposed on Russian persons and financial institutions. Also, providers of payment and accounts receivable software have frequently been targeted by cyber threats and due to the war in the Ukraine and continued political uncertainty involving Russia and Ukraine and potentially other regions of Europe, there is an increased likelihood that escalation of tensions could result in cyber-attacks that could either directly or indirectly impact our operations. We continue to invest in systems, software and personnel to protect against these enhanced threats, but any failure to protect against such attacks, could result in unauthorized access to or leakage of, sensitive data, or compromise our ability to provide our solutions in a timely manner, which could harm our ability to conduct business or delay our financial reporting. Such failures could adversely affect our operating results and financial condition.

Impact of Inflation

Inflation did not have a material effect on our cash flows and results of operations during the three and nine months ended September 30, 2023 March 31, 2024.

Diversified Mix of Clients

We have a wide range of clients across our education, healthcare, travel and B2B verticals. Volumes and revenue from clients in education, our largest vertical, rely on international enrollments and student school preferences, which can fluctuate over time.

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Dynamic Changes to Client Communication and Product Solutions

In response to the macroeconomic impact of the COVID-19 pandemic, we We initiated a series of refinements to our technology and personalization engine to optimize our clients' ability to offer payment plans and communicate effectively and digitally with their customers. For example, we developed streamlined versions of our solution that allowed healthcare

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clients to rapidly deploy secure payment capabilities in support of newly emergent telehealth services that were deployed in the early phases of the COVID-19 pandemic to enable remote healthcare services. Similarly, we configured some of our education payment plan solutions for a very streamlined implementation in support of our clients' requests for affordability solutions for their students that could be deployed with minimal IT involvement. While we continue to invest in our technology and product capabilities, our ability to continue providing streamlined and effective products through our technology platform may impact our ability to retain and win new clients in the future. We believe that our ability to help increase payment affordability has become more critical to our clients as the lack of affordability drives the need for more financial flexibility.

Business Continuity

In response to COVID-19 developments, we implemented measures to focus on the safety of our FlyMates and support of our clients, while at the same time seeking to mitigate the impact on our financial position and operations. We have implemented remote working capabilities for our entire organization and to date, there has been minimal disruption to our operations. During the Spring of 2020, due to initial COVID-19 uncertainty, we reduced our workforce by approximately 12%. From July 2020 through September 30, 2023, our workforce increased by approximately 143% in order to meet the demand of client growth and life as a public company with the goal of ensuring continuity and growth. As vaccination rates increased and the pandemic abated, we reopened our offices to the extent local requirements allowed, although FlyMates continue to have the flexibility to work remotely. With the recent outbreak of hostilities in Gaza, we have also engaged in active workforce planning to ensure help Israeli FlyMates are prepared to support the business without interruption and implement safety measures for FlyMates in Israel.

Components of Results of Operations

Revenue

We generate revenue from transactions and from platform and usage-based other fees as described below.

Transaction under "Our Revenue

Transaction revenue consists of a fee based on the total payment volume processed through our payment platform and global payment network. The fee can vary depending on the geographic region in which our client and client's customer resides, the payment method selected by our clients' customer and the currencies in which the transaction is completed on our solution. Fees received are reported as revenue upon the completion of payment processing transaction. Our revenue mix fluctuates and as more revenue is derived from credit cards our adjusted gross margin goes down.

We also earn marketing fees from credit card service providers for marketing arrangements in which we perform certain marketing activities to increase the awareness of the credit card provider and promote certain methods of payments on our payment platform. Fees from these marketing services are recognized as revenue when we complete our obligations under the marketing arrangements. We do not expect our marketing services revenue to be material in future periods.

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Platform and Usage-Based Fee Revenue

We earn revenue from many of our clients based on the amount of accounts receivable they collect through our platform. For these services, we are paid a platform and usage-based fee based on the total payment volume that our clients collect. We also earn revenue from clients' customers when they enter into a payment plan and make actual payments against a payment plan in satisfying their obligation to our client. Additionally, we earn a subscription fee from some of our clients for their use of our payment platform. Finally, we earn fees from providing other ancillary services to our clients including printing and mailing services.

Our insurance offering provides students a platform which enables them to compare, select and purchase the mandated health insurance coverage needed. We earn a commission from insurance providers when a student purchases an insurance policy as well as consideration from the student in the form of a markup on the foreign exchange rate.

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Model".

Payment Processing Services Costs

Payment processing services costs consist of costs incurred to process payment transactions which include banking and credit card processing fees, foreign currency translation costs, partner fees, personnel-related expenses for our FlyMates who facilitate these payments and personnel related expenses for our FlyMates who provide implementation services to our clients. We expect that payment processing services costs will increase in absolute dollars but may

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fluctuate as a percentage of total revenue from period to period, as we continue to invest in scaling our processing operations and grow our revenue base.

Technology and Development

Technology and development includes (a) costs incurred in connection with the development of our solution and the improvement of existing solutions, including the amortization of software and website development costs incurred in developing our solution, which are capitalized, and acquired developed technology, (b) site operations and other infrastructure costs incurred, (c) amortization related to capitalized cost to fulfill a contract, (d) personnel-related expenses,

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including salaries, stock based compensation and other expenses, (e) hardware and software engineering, consultant services and other costs associated with our technology platform and products, (f) research materials and facilities, and (g) depreciation and maintenance expense.

We believe delivering new functionality is critical to attract new clients and expand our relationship with existing clients. We expect to continue to make investments to expand our solutions in order to enhance our clients' experience and satisfaction, and to attract new clients. We expect our technology and development expenses to increase in absolute dollars, but they may fluctuate as a percentage of total revenue from period to period as we expand our technology and development team to develop new solutions and enhancements to existing solutions.

Selling and Marketing

Selling and marketing expenses consist of personnel-related expenses, including stock-based compensation expense, sales commissions, amortization of acquired client relationship intangible assets, marketing program expenses, travel related expenses and costs to market and promote our solutions through advertisements, marketing events, partnership arrangements, and direct client acquisition.

We focus our sales and marketing efforts on generating awareness of our business, platform, and solutions, creating sales leads, and establishing and promoting our brand. We plan to continue investing in sales and marketing efforts by driving our go-to-market strategies, building our brand awareness, and sponsoring additional marketing events; however, we will adjust our sales and marketing spend level as needed, and this may fluctuate from period to period, in response to changes in the economic environment.

General and Administrative

General and administrative expenses consist of personnel-related expenses, including stock-based compensation expense for finance, risk management, legal and compliance, human resources and IT functions, costs incurred for external professional services, as well as rent, and facility and insurance costs. We expect to incur additional general and administrative expenses as we continue to invest in our planned growth of our business. We also expect to increase the size of our general and administrative functions to support the growth in the business, and to operate as a public company. As a result, we expect that our general and administrative expenses will increase in absolute dollars but may fluctuate as a percentage of total revenue from period to period.

Interest Expense

Interest expense consists of interest on our 2024 Revolving Credit Facility and 2021 Revolving Credit Facility. In addition, interest expense consists of amortization of debt issuance cost costs and debt discount from unused commitment fees related to our previous LSA. On July 29, 2021, we entered into a $50.0 million Revolving Credit Facility. We drew $25.9 million on the 2024 Revolving Credit Facility and used the proceeds to prepay our then existing LSA. On October 28, 2022, we repaid the $25.9 million outstanding under the Revolving Credit Facility. As a result, we continue to have access to a total commitment of $50.0 million under the 2021 Revolving Credit Facility.

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On June 23, 2023 February 23, 2024, we executed the First Amendment to the entered into our 2024 Revolving Credit Facility to transition from the LIBOR benchmark rate to the SOFR benchmark rate effective June 30, 2023 for a total commitment of $125.0 million.

In accordance with the First Amendment, the The 2024 Revolving Credit Facility has an adjustable rate replaced the 2021 Revolving Credit Facility of interest based on $50.0 million entered into in July 2021, under which $50.0 million was available to Flywire as of December 31, 2023. As of March 31, 2024 and 2023, there was no outstanding indebtedness under the type of loan requested, either at a rate based on the ABR plus an applicable rate 2024 Revolving Credit Facility or Adjusted Term SOFR plus an 2021 Revolving Credit Facility.

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applicable rate. The ABR rate is based on the greatest of (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 1/2 of 1%, or (c) the Adjusted Term SOFR for a one-month interest period, plus 1%. The Adjusted Term SOFR is based on (x) the Term SOFR, plus (y) the applicable spread adjustment ranging from 0.11448% to 0.71513% depending on the length of the SOFR interest period, multiplied by (z) the Statutory Reserve Rate. The applicable rate is based upon our liquidity as of the most recent consolidated financial information and ranges from 0.75% to 2.25%.

Prior to the First Amendment, the Revolving Credit Facility had an adjustable rate of interest based on the type of loan requested, either at a rate based on the ABR plus an applicable rate or LIBOR plus an applicable rate. The ABR rate was based on the greatest of (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 1/2 of 1%, or (c) the Adjusted LIBOR for a one-month interest period, plus 1%. The adjusted LIBOR was based on (x) the LIBOR for such interest period, multiplied by (y) the Statutory Reserve Rate. The applicable rate was based upon our liquidity as of the most recent consolidated financial information and ranged from 0.75% to 2.25%.

Interest Income

Interest income consists of interest on cash held in interest bearing operating accounts, including money market funds.

Gain (loss) from Remeasurement of Foreign Currency

Gain (loss) from remeasurement of foreign currency consists of gains and losses from the remeasurement of foreign currency transactions into its functional currency.

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Provision for Income Tax

Provision for income taxes consists primarily of foreign and state income taxes. We have historically generated net operating losses (NOL) carryforwards for U.S. Federal and state tax purposes as we expand the scale of our business activities. Changes in the U.S. and foreign tax law may impact our overall provision for income taxes in the future.

We have a valuation allowance for on our net U.S. deferred tax assets, including federal and state NOLs. NOLs and our net U.K. deferred tax assets, including NOL's. We expect to maintain this these valuation allowance allowances until it becomes more likely than not that the benefit of our federal and state deferred tax assets will be are realized through expected future taxable income generated in the United States. these jurisdictions.

Results of Operations

Comparison of results for the three months ended September 30, 2023 March 31, 2024 and 2022 2023

All dollar amounts in the tables below are rounded to the nearest million. As a result, certain amounts may not recalculate using the rounded amounts provided.

The following table sets forth our consolidated results of operations for periods presented:

	Three Months Ended September 30,			
(dollars in millions)	2023	2022	$ Change	% Change
Revenue	$ 123.3	$ 95.2	$ 28.1	29.5 %
Payment processing services costs	42.9	32.3	10.6	32.8 %
Technology and development	14.6	13.4	1.2	9.0 %
Selling and marketing	27.1	21.7	5.4	24.9 %
General and administrative	26.9	24.2	2.7	11.2 %
Total costs and operating expense	111.4	91.6	19.8	21.6 %
Income from operations	11.9	3.7	8.2	221.6 %
Interest expense	(0.1)	(0.4)	0.3	(75.0)%
Interest income	3.8	1.3	2.5	192.3 %
Loss from remeasurement of foreign currency	(4.2)	(7.5)	3.3	(44.0)%
Total other income (expense), net	(0.5)	(6.6)	6.1	(92.4)%
Income (loss) before provision for income taxes	11.4	(3.0)	14.4	(480.0)%
Provision for income taxes	0.8	1.3	(0.5)	(38.5)%
Net income (loss)	10.6	(4.3)	14.9	(346.5)%
Foreign currency translation adjustment	(2.6)	(0.3)	(2.3)	766.7 %
Comprehensive income (loss)	$ 8.1	$ (4.5)	$ 12.6	(280.0)%

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(dollars in millions)	Three Months Ended March 31, 2024	2023	$ Change	% Change
Revenue	$ 114.1	$ 94.4	$ 19.7	20.9 %
Payment processing services costs	41.7	33.9	$ 7.8	23.0 %
Technology and development	16.7	14.5	$ 2.2	15.2 %
Selling and marketing	30.1	24.4	$ 5.7	23.4 %
General and administrative	31.6	28.1	$ 3.5	12.5 %
Total costs and operating expenses	120.1	100.9	$ 19.2	19.0 %
Loss from operations	(6.0)	(6.6)	$ 0.6	(9.1)%
Interest expense	(0.1)	(0.1)	$ —	—
Interest income	5.9	1.9	$ 4.0	210.5 %
(Loss) gain from remeasurement of foreign currency	(4.4)	1.5	$ (5.9)	(393.3)%
Total other income (expense), net	1.4	3.3	$ (1.9)	(57.6)%
Loss before provision for income taxes	(4.6)	(3.3)	$ (1.3)	39.4 %
Provision for income taxes	1.6	0.4	$ 1.2	300.0 %
Net loss	(6.2)	(3.7)	$ (2.5)	67.6 %
Foreign currency translation adjustment	(1.4)	(0.4)	$ (1.0)	250.0 %
Comprehensive loss	$ (7.6)	$ (4.1)	$ (3.5)	85.4 %

Revenue

Revenue was $123.3 million $114.1 million for the three months ended September 30, 2023 March 31, 2024, compared to $95.2 million $94.4 million for the three months ended September 30, 2022 March 31, 2023, an increase of $28.1 million $19.7 million or 29.5% 20.9%. Revenue is comprised of transaction revenue and platform and usage-based fee revenue other revenues as follows:

(dollars in millions)	Three Months Ended September 30, 2023	2022	$ Change	% Change	Three Months Ended March 31, 2024	2023	$ Change	% Change
Transaction revenue	$ 104.6	$ 77.1	$ 27.5	35.7 %	$ 95.2	$ 76.3	$ 18.9	24.8 %

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Platform and usage-based fee revenue	18.7	18.1	0.6	3.3%				
Platform and other revenues					18.9	18.1	0.8	4.4%
Revenue	$ 123.3	$ 95.2	$ 28.1	29.5%	$ 114.1	$ 94.4	$ 19.7	20.9%

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Transaction revenue was $104.6 million $95.2 million for the three months ended September 30, 2023 March 31, 2024, compared to $77.1 million $76.3 million for the three months ended September 30, 2022 March 31, 2023, an increase of $27.5 million $18.9 million or 35.7% 24.8%. The increase in transaction revenue was primarily driven by growth in transaction payment volumes, from both our existing clients and new clients added during the three months ended September 30, 2023 March 31, 2024. We experienced strong growth in payment volume across all regions and verticals during the period. Total payment volume increased approximately 27% 23% during the three months ended September 30, 2023 March 31, 2024 to $8.9 billion. Our marketing services revenue increased as a result of our payment partners using more of our marketing services during the three months ended September 30, 2023, compared to the three months ended September 30, 2022 $7.0 billion.

Platform and usage-based fee revenue was $18.7 million other revenues were $18.9 million for the three months ended September 30, 2023 March 31, 2024, compared to $18.1 million for the three months ended September 30, 2022 March 31, 2023, an increase of $0.6 million $0.8 million or 3.3% 4.4%. The increase in platform and usage-based fee other revenues was driven by the StudyLink acquisition, revenue was attributable to increased usage from interest earned on funds held for customers in interest-bearing accounts and increase in platform products, offset by our clients a decrease in revenue for printing and new clients signed during the three months ended September 30, 2023, compared to the three months ended September 30, 2022. mailing and insurance products.

Payment Processing Services Costs

Payment processing services costs were $42.9 million $41.7 million for the three months ended September 30, 2023 March 31, 2024, compared to $32.3 million $33.9 million for the three months ended September 30, 2022 March 31, 2023, an increase of $10.6 million $7.8 million or 32.8% 23.0%. The increase in payment processing services costs is correlated with the increase in total payment volume of 27% 23% over the same period as well as increased use of credit cards, which have higher processing costs.

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Technology and Development

Technology and development expenses were $14.6 million $16.7 million for the three months ended September 30, 2023 March 31, 2024, compared to $13.4 million $14.5 million for the three months ended September 30, 2022 March 31, 2023, an increase of $1.2 million $2.2 million or 9.0% 15.2%. The increase in technology and development cost was primarily driven by an increase in personnel costs and stock-based compensation expense. Personnel costs were $10.4 million for the three months ended March 31, 2024 compared to $9.3 million for the three months ended March 31, 2023, an increase of $1.1 million or 11.8%.The increase in personnel costs was primarily driven by an increase in stock-based compensation expense, amortization expense headcount within our technology and software and hosting expenses, partially offset by a decrease in training and recruiting expenses. development teams. Stock-based compensation expense was $2.4 million $2.6 million for the three months ended September 30, 2023 March 31, 2024, compared to $1.4 million $1.6 million for the three months ended September 30, 2022 March 31, 2023, an increase of $1.0 million or 71.4% 62.5%. The increase in stock-based compensation expense is attributable to equity grants awarded to existing and new FlyMates. Amortization of intangible assets was $2.0 million for the three months ended September 30, 2023, compared to $1.6 million for the three months ended September 30, 2022, an increase of $0.4 million or 25.0%. The increase in amortization expense was primarily due to an increase in amortization for internally developed software. Software and hosting expenses were $1.3 million for the three months ended September 30, 2023, compared to $1.1 million for the three months ended September 30, 2022, an increase of $0.2 million or 18.2%. The increase in software and hosting expenses was primarily related to increased hosting fees based on payment volumes growth and additional software needs based on headcount growth. Training and recruiting expenses were $0 for the three months ended September 30, 2023, compared to $0.1 million for the three months ended September 30, 2022, a decrease of $0.1 million or 100.0%. Lower training and recruiting expenses were due to decreased FlyMate recruiting efforts for the three months ended September 30, 2023, compared to the for the three months ended September 30, 2022.

Selling and Marketing

Selling and marketing expenses were $27.1 million $30.1 million for the three months ended September 30, 2023 March 31, 2024, compared to $21.7 million $24.4 million for the three months ended September 30, 2022 March 31, 2023, an increase of $5.4 million $5.7 million or 24.9% 23.4%. The increase in selling and marketing expenses was primarily driven by an increase in personnel costs, professional fees, marketing expenses, stock-based compensation, amortization expense and amortization expense, partially offset by a decrease in other marketing costs. Personnel costs were $13.8 million $16.3 million for the three months ended September 30, 2023 March 31, 2024, compared to $11.8 million $13.6 million for the

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three months ended September 30, 2022 March 31, 2023, an increase of $2.0 million $2.7 million or 16.9% 19.9%. The increase in personnel costs was primarily driven by an increase in headcount within our selling and marketing teams and commissions earned on sales during the period. Professional fees were $5.5 million Stock-based compensation was $4.0

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million for the three months ended September 30, 2023 March 31, 2024, compared to $3.7 million $2.4 million for the three months ended September 30, 2022 March 31, 2023, an increase of $1.8 million $1.6 million or 48.6%. The increase in professional fees was due to increases in third party commissions. Marketing expenses were $2.0 million for the three months ended September 30, 2023, compared to $1.0 million for the three months ended September 30, 2022, an increase of $1.0 million or 100.0%. The increase in marketing expenses is attributable to marketing outreach efforts.Stock-based compensation expense was $3.1 million for the three months ended September 30, 2023, compared to $2.2 million for the three months ended September 30, 2022, an increase of $0.9 million or 40.9% 66.7%. The increase in stock-based compensation expense is attributable to equity grants awarded to existing and new FlyMates.Amortization of intangible assets intangibles was $1.9 million for the three months ended March 31, 2024, compared to $1.2 million for the three months ended September 30, 2023, compared to $0.9 million for the three months ended September 30, 2022 March 31, 2023, an increase of $0.3 million $0.7 million or 33.3% 58.3%. The increase in amortization expense was due to acquired customer relationships related to the Cohort Go StudyLink acquisition. Other Marketing costs were $0 $1.7 million for the three months ended September 30, 2023 March 31, 2024, compared to $0.4 million $1.2 million for the three months ended September 30, 2022 March 31, 2023, a decrease an increase of $0.4 million $0.5 million or 100.0% 41.7%. The decrease increase in other marketing costs is primarily was due to a decrease an increase in uncollectible receivables from customers. marketing initiatives and hosted events.

General and Administrative

General and administrative expenses were $26.9 million $31.6 million for the three months ended September 30, 2023 March 31, 2024, compared to $24.2 million $28.1 million for the three months ended September 30, 2022 March 31, 2023, an increase of $2.7 million $3.5 million or 11.2%. The 12.5%.The increase in general and administrative expenses was primarily driven by an increase in stock-based compensation expense, and personnel costs, software and hosting expenses, professional fees and other costs, partially offset by a decrease in other costs, change in the fair value of contingent consideration. consideration and professional fees. Stock-based compensation expense was $5.9 million $8.3 million for the three months ended September 30, 2023 March 31, 2024, compared to $4.9 million $4.6 million for the three months ended September 30, 2022 March 31, 2023, an increase of $1.0 million $3.7 million or 20.4% 80.4%. The increase in stock-based compensation expense is attributable to equity grants awarded to existing and new FlyMates. Personnel costs were $10.1 million $13.2 million for the three months ended September 30, 2023 March 31, 2024, compared to $9.0 million $10.6 million for the three months ended September 30, 2022 March 31, 2023, an increase of $1.1 million $2.6 million or 12.2% 24.5%. The increase in personnel costs was primarily driven by an increase in headcount. Software and hosting expenses Other costs

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were $2.2 million $1.3 million for the three months ended September 30, 2023 March 31, 2024, compared to $1.4 million $2.7 million for the three months ended September 30, 2022 March 31, 2023, an increase a decrease of $0.8 million $1.4 million or 57.1% 51.9%. The increase in software and hosting expenses was primarily related to increased hosting fees based on growth in payment volumes and additional software needs based on headcount growth. Professional fees were $3.2 million for the three months ended September 30, 2023, compared to $2.5 million for the three months ended September 30, 2022, an increase of $0.7 million or 28.0%. The increase in professional fees was due to increased legal, consulting and audit fees. Other costs were $2.2 million for the three months ended September 30, 2023, compared to $1.8 million for the three months ended September 30, 2022, an increase of $0.4 million or 22.2%. The increase decrease in other costs was primarily due to increased indirect taxes and miscellaneous expenses hedging losses recorded during the period. first quarter of 2023. Change in the fair value of contingent consideration was $(0.5) million for the three months ended March 31, 2024, compared to $0.4 million for the three months ended March 31, 2023, a decrease of $0.9 million or 225.0%. The change decrease in contingent consideration was due to an adjustment made to the fair value of contingent consideration related to acquisitions was $0 the StudyLink acquisition. Professional fees were $3.9 million for the three months ended September 30, 2023 March 31, 2024, compared to $1.2 million $4.7 million for the three months ended September 30, 2022 March 31, 2023, a decrease of $1.2 million $0.8 million or 100.0% 17.0%. The decrease in the change in the fair value of contingent consideration professional fees was primarily due to an adjustment related a decrease in legal, consulting and audit fees during the three months ended March 31, 2024 compared to the WPM contingent consideration for the period. three months ended March 31, 2023.

Interest Expense

Interest expense was $0.1 million for both the three months ended September 30, 2023, compared to $0.4 million for March 31, 2024 and 2023. As of March 31, 2024 and 2023, there was no outstanding indebtedness under the three months ended September 30, 2022, a decrease of $0.3 or 75.0%. On October 28, 2022, we repaid the $25.9 million outstanding under our 2024 Revolving Credit Facility which resulted in no interest expense on debt for the three months ended September 30, 2023. or 2021 Revolving Credit Facility. Interest expense for the three months ended September 30, 2023 consists primarily of amortization of debt issuance cost costs and debt discount from unused commitment fees related to our previous LSA. 2024 Revolving Credit Facility and 2021 Revolving Credit Facility.

Interest Income

Interest income was $3.8 million $5.9 million for the three months ended September 30, 2023, March 31, 2024 compared to $1.3 million $1.9 million for the three months ended September 30, 2022 March 31, 2023, an increase of $2.5 million $4.0 million or 192.3% 210.5%. The increase in interest income was due to our investment in interest bearing accounts, an increase in our cash balance compared to the first quarter of 2023, and an increase in yield earned from our investment in money market funds as interest rates increased during the current period, combined with an increase in our cash balance, three months ended March 31, 2024, compared to the three months ended September 30, 2022 March 31, 2023.

Loss (Loss) gain from Remeasurement of Foreign Currency

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Loss (Loss) gain from remeasurement of foreign currency was $4.2 million $(4.4) million for the three months ended September 30, 2023, compared to $7.5 million for the three months ended September 30, 2022, a decrease of $3.3 million or 44.0%. The

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decrease was primarily the result of the remeasurement of foreign currency transactions into the British pound sterling and impact of fluctuations in exchange rates during respective remeasurement periods.

Provision for Income Taxes

Provision for income taxes was $0.8 million for the three months ended September 30, 2023, compared to $1.3 million for the three months ended September 30, 2022, a decrease of $0.5 million or 38.5%. The income tax provision for the three months ended September 30, 2023 and 2022 was primarily attributable to activity in our foreign subsidiaries and U.S. state taxes. Our effective tax rate was 5.8% for the three months ended September 30, 2023, compared to (42.6)% for the three months ended September 30, 2022.

Comparison of results for the nine months ended September 30, 2023 and 2022

All amounts in the tables below are rounded to the nearest million. As a result, certain amounts may not recalculate using the rounded amounts provided.

The following table sets forth our consolidated results of operations for periods presented:

	Nine Months Ended September 30,			
(dollars in millions)	**2023**	**2022**	**$ Change**	**% Change**
Revenue	$ 302.5	$ 216.3	$ 86.2	39.9 %
Payment processing services costs	110.6	78.3	32.3	41.3 %
Technology and development	45.1	37.6	7.5	19.9 %
Selling and marketing	78.8	58.2	20.6	35.4 %
General and administrative	79.6	63.1	16.5	26.1 %
Total costs and operating expense	314.0	237.2	76.8	32.4 %
Loss from operations	(11.5)	(20.8)	9.3	(44.7)%
Interest expense	(0.3)	(0.9)	0.6	(66.7)%
Interest income	7.7	1.5	6.2	413.3 %
Loss from remeasurement of foreign currency	(3.5)	(15.1)	11.6	(76.8)%
Total other income (expense), net	3.9	(14.5)	18.4	(126.9)%
Loss before provision for income taxes	(7.6)	(35.4)	27.8	(78.5)%

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Provision for income taxes	2.3	2.9	(0.6)	(20.7)%
Net loss	(9.9)	(38.2)	28.3	(74.1)%
Foreign currency translation adjustment	(0.5)	(0.4)	(0.1)	25.0%
Comprehensive loss	$ (10.4)	$ (38.6)	$ 28.2	(73.1)%

Revenue

Revenue was $302.5 million for the nine months ended September 30, 2023, compared to $216.3 million for the nine months ended September 30, 2022, an increase of $86.2 million or 39.9%. Revenue is comprised of transaction revenue and platform and usage-based fee revenue as follows:

	Nine Months Ended September 30,			
(dollars in millions)	**2023**	**2022**	**$ Change**	**% Change**
Transaction revenue	$ 247.7	$ 167.5	$ 80.2	47.9%
Platform and usage-based fee revenue	54.8	48.8	6.0	12.3%
Revenue	$ 302.5	$ 216.3	$ 86.2	39.9%

Transaction revenue was $247.7 million for the nine months ended September 30, 2023, compared to $167.5 million for the nine months ended September 30, 2022, an increase of $80.2 million or 47.9%. The increase in transaction revenue was primarily driven by growth in transaction payment volumes, from both our existing clients and new clients added during the nine months ended September 30, 2023. We experienced strong growth in payment volume across all regions and verticals during the period. Total payment volume increased approximately 33% during the nine months ended September 30, 2023 to $18.6 billion. Our marketing services revenue increased as a result of our payments partners using more of our marketing services during the nine months ended September 30, 2023, compared to the nine months ended September 30, 2022.

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Platform and usage-based fee revenue was $54.8 million for the nine months ended September 30, 2023, compared to $48.8 million for the nine months ended September 30, 2022, an increase of $6.0 million or 12.3%. The increase in platform and usage-based fee revenue was attributable to increased usage by our clients and new clients signed during the nine months ended September 30, 2023, compared to the nine months ended September 30, 2022.

Payment Processing Services Costs

Payment processing services costs were $110.6 million for the nine months ended September 30, 2023, compared to $78.3 million for the nine months ended September 30, 2022, an increase of $32.3 million or 41.3%. The increase in

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payment processing services costs is correlated with the increase in total payment volume of 33% over the same period as well as increased use of credit cards, which have higher processing costs.

Technology and Development

Technology and development expenses were $45.1 million for the nine months ended September 30, 2023, compared to $37.6 million for the nine months ended September 30, 2022, an increase of $7.5 million or 19.9%. The increase in technology and development expenses was primarily driven by an increase in personnel costs, stock-based compensation expense and amortization expense. Personnel costs were $27.9 million for the nine months ended September 30, 2023, compared to $23.8 million for the nine months ended September 30, 2022, an increase of $4.1 million or 17.2%. The increase in personnel costs was primarily driven by an increase in headcount within our technology and development teams and bonuses. Stock-based compensation expense was $6.4 million for the nine months ended September 30, 2023, compared to $3.6 million for the nine months ended September 30, 2022, an increase of $2.8 million or 77.8%. The increase in stock-based compensation expense is attributable to equity grants awarded to existing and new FlyMates. Amortization of intangible assets was $5.8 million for the nine months ended September 30, 2023, compared to $4.7 million for the nine months ended September 30, 2022, an increase of $1.1 million or 23.4%. The increase in amortization expense was primarily due to an increase in amortization for internally developed software.

Selling and Marketing

Selling and marketing expenses were $78.8 million for the nine months ended September 30, 2023, compared to $58.2 million for the nine months ended September 30, 2022, an increase of $20.6 million or 35.4%. The increase in selling and marketing expenses was primarily driven by an increase in personnel costs, professional fees, stock-based compensation expense, amortization expense and marketing expenses. Personnel costs were $41.5 million for the nine months ended September 30, 2023, compared to $33.0 million for the nine months ended September 30, 2022, an increase of $8.5 million or 25.7%. The increase in personnel costs was primarily driven by an increase in headcount within our selling and marketing teams and commissions earned on sales during the period. Professional fees were $14.1 million for the nine months ended September 30, 2023, compared to $7.2 million for the nine months ended September 30, 2022, an increase of $6.9 million or 95.8%. The increase in professional fees was due to increases in third party commissions. Stock-based compensation expense was $8.8 million for the nine months ended September 30, 2023, compared to $5.8 million for the nine months ended September 30, 2022, an increase of $3.0 million or 51.7%. The increase in stock-based compensation expense is attributable to equity grants awarded to existing and new FlyMates.Amortization of intangible assets was $3.8 million for the nine months ended September 30, 2023, compared to $2.8 million for the nine months ended September 30, 2022, an increase of $1.0 million or 35.7%. The increase in amortization expense was due to acquired customer relationships related to the Cohort Go acquisition. Marketing expenses were $5.4 million for the nine months ended September 30, 2023, compared to $4.5 million for the nine months ended September 30, 2022, an increase of $0.9 million or 20.0%. The increase in marketing expenses is primarily due to increase in marketing outreach efforts.

General and Administrative

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General and administrative expenses were $79.6 million for the nine months ended September 30, 2023, compared to $63.1 million for the nine months ended September 30, 2022, an increase of $16.5 million or 26.1%. The increase in general and administrative expenses was primarily driven by the increase in personnel costs, stock-based compensation expense, other costs, professional fees and software and hosting expenses. Personnel costs were $30.8 million for the nine months ended September 30, 2023, compared to $24.5 million for the nine months ended September 30, 2022, an increase of $6.3 million or 25.7%. The increase in personnel costs was primarily driven by an increase in headcount and bonuses. Stock-based compensation expense was $16.2 million for the nine months ended September 30, 2023, compared to $13.1 million for the nine months ended September 30, 2022, an increase of $3.1 million or 23.7%. The increase in stock-based compensation expense is attributable to equity grants awarded to existing and new FlyMates. Other costs were $5.7 million for the nine months ended September 30, 2023, compared to $3.0 million for the nine

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months ended September 30, 2022, an increase of $2.7 million or 90.0%. The increase in other costs was primarily due to increased hedging fees related to an increase in total payment volume and indirect taxes recorded during the period. Professional fees were $10.5 million for the nine months ended September 30, 2023, compared to $8.0 million for the nine months ended September 30, 2022, an increase of $2.5 million or 31.2%. The increase in professional fees was due to increased legal, consulting and audit fees. Software and hosting expenses were $6.0 million for the nine months ended September 30, 2023, compared to $4.0 million for the nine months ended September 30, 2022, an increase of $2.0 million or 50.0%. The increase in software and hosting expenses was primarily related to increased hosting fees based on payment volumes growth and additional software needs based on headcount growth.

Interest Expense

Interest expense was $0.3 million for the nine months ended September 30, 2023, compared to $0.9 million for the nine months ended September 30, 2022, a decrease of $0.6 million or 66.7%. On October 28, 2022, we repaid the $25.9 million outstanding under our Revolving Credit Facility, which resulted in no interest expense on debt for the nine months ended September 30, 2023. Interest expense for the nine months ended September 30, 2023 consists primarily of amortization of debt issuance cost and debt discount from our previous LSA.

*Inter*est Income

Interest income was $7.7 million for the nine months ended September 30, 2023 March 31, 2024, compared to $1.5 million for the for the nine three months ended September 30, 2022, an increase of $6.2 million or 413.3%. The increase in interest income was due the Company's investment in interest bearing accounts during the second quarter of 2022, an increase in yield earned from our investment in money market funds as interest rates increased during the current period, compared to the nine months ended September 30, 2022 and an increase in the Company's cash balance.

Loss from Remeasurement of Foreign Currency

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Loss from remeasurement of foreign currency was $3.5 million for the nine months ended September 30, 2023, compared to $15.1 million for the nine months ended September 30, 2022 March 31, 2023, a decrease of $11.6 million $5.9 million or 76.8% 393.3%. The decrease was primarily the result of the remeasurement of foreign currency transactions into the British pound sterling and impact of fluctuations in exchange rates during respective remeasurement periods.

Provision for Income Taxes

Provision for income taxes was $2.3 million for $1.6 million during the nine three months ended September 30, 2023 March 31, 2024, compared to $2.9 million for $0.4 million during the nine three months ended September 30, 2022 March 31, 2023, a decrease an increase of $0.6 million $1.2 million or 20.7% 300.0%. The income tax provision for the nine three months ended September 30, 2023 March 31, 2024 and 2022 2023 was primarily attributable to activity in our foreign subsidiaries and U.S. state taxes. Our effective tax rate was (28.6) (35.1)% for the nine three months ended September 30, 2023 March 31, 2024 compared to (8.1) (12.5)% for the nine three months ended September 30, 2022 March 31, 2023.

Liquidity and Capital Resources

Since inception, we have financed operations primarily through proceeds received from sales of equity securities, credit facilities and payments received from our clients as further detailed below.

On August 14, 2023, the Company sold 8,000,000 shares of its voting common stock and on September 12, 2023, the Underwriters exercised the Underwriters' Option in part and purchased an additional 500,000 shares of the Company's voting common stock, in each instance at a price to the public of $32.00 per share. The Company raised aggregate proceeds of $260.1 million, net of underwriter discounts and commissions of $10.9 million and other issuance costs of $1.1 million.

As of September 30, 2023 March 31, 2024, our principal source of liquidity is cash and cash equivalents of $638.2 million $619.0 million. Cash equivalents is comprised primarily of money market funds. funds and bank deposits.

On February 23, 2024, we entered into our 2024 Revolving Credit Facility for a total commitment of $125.0 million, which replaced the Revolving Credit Facility of $50.0 that was in effect as of December 31, 2023.

On August 14, 2023 and September 12, 2023, we completed our follow-on public offering which resulted in aggregate net proceeds of $260.1 million, after underwriting discounts and commissions of $10.9 million and other issuance costs of $1.1 million.

We believe that our existing cash will be sufficient to support our expected working capital needs and material cash requirements for at least the next 12 months from the issuance of these condensed consolidated financial statements. Our future capital requirements will depend on many factors, including our revenue growth rate, the timing and the amount of cash received from clients, the expansion of sales and marketing activities, the timing and extent of spending to support development efforts, the price at which we are able to purchase public cloud capacity, expenses associated with our international expansion, the introduction of platform enhancements, and the continuing market adoption of our platform. In

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the future, we may enter into arrangements to acquire or invest in complementary businesses, products, and

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technologies. We may be required to seek additional equity or debt financing. In the event that we require additional financing, we may not be able to raise such financing on terms acceptable to us or at all. If we are unable to raise additional capital or generate cash flows necessary to expand our operations and invest in continued innovation, we may not be able to compete successfully, which would harm our business, results of operations, and financial condition.

Cash Flows

The following table sets forth a summary of our cash flow information for the periods presented:

(in millions)	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023
Net cash provided by (used) in operating activities	$ 20.9	$ (27.7)		
Net cash used in operating activities			$ (38.1)	$ (20.8)
Net cash used in investing activities	(5.1)	(22.6)	(1.5)	(1.8)
Net cash provided by financing activities	270.7	0.6	2.2	1.8
Effect of exchange rate changes on cash and cash equivalents	0.6	11.6	1.8	(1.2)
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 287.0	$ (38.1)		
Net decrease in cash, cash equivalents and restricted cash.			$ (35.6)	$ (22.1)

Operating Activities

Net cash provided by (used in) used in operating activities consists of net loss adjusted for certain non-cash items and changes in other assets and liabilities.

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During the nine three months ended September 30, 2023 March 31, 2024, cash provided by used in operating activities of $20.9 million $38.1 million was primarily the result of net loss of $9.9 million $6.2 million adjusted for non-cash expenses of $43.7 million $18.3 million, which primarily included include stock-based compensation expenses of $31.3 million $14.8 million and depreciation and amortization of $4.3 million, offset by changes in our operating assets and liabilities of $50.2 million.

During the three months ended March 31, 2023, cash used in operating activities of $20.8 million was primarily the result of net loss of $3.7 million adjusted for non-cash expenses of $12.4 million, which primarily include stock-based compensation expenses of $8.6 million, depreciation and amortization of $11.8 million and provision for uncollectible accounts $3.7 million, change in fair value of $0.5 million contingent consideration of $0.4 million, offset by a deferred tax benefit of $0.9 million $0.6 million and $13.0 million related to changes in our operating assets and liabilities.

During the nine months ended September 30, 2022, cash used in operating activities of $27.7 million was primarily the result of net loss of $38.2 million adjusted for non-cash expenses of $32.0 million, which primarily included stock-based compensation expenses of $22.5 million, depreciation and amortization of $9.2 million, and change in fair value of contingent consideration of $0.3 million, offset by $21.5 million $29.6 million related to changes in our operating assets and liabilities.

Investing Activities

During the nine three months ended September 30, 2023 March 31, 2024, cash used in investing activities of $5.1 million $1.5 million was the result of approximately $1.3 million of capitalization of internally developed software costs and approximately $0.3 million of $4.1 million and purchase of property and equipment of $0.9 million. equipment.

During the nine three months ended September 30, 2022 March 31, 2023, cash used in investing activities of $22.6 million $1.8 million was primarily the result of our acquisition the $1.4 million of Cohort Go for purchase consideration of $16.9 million, capitalization of internally developed software costs and over $0.4 million of $4.1 million and purchase of property and equipment of $1.1 million. equipment.

Financing Activities

During the nine three months ended September 30, 2023 March 31, 2024, cash provided by financing activities of $270.7 million $2.2 million was the result of proceeds from issuance of common stock under public offering of $261.1 million, proceeds from exercise of stock options of $8.5 million and $1.6 million, proceeds from issuance of stock under the ESPP of $2.7 million $1.4 million, offset by payments of debt issuance costs of $0.8 million.

During the three months ended March 31, 2023, cash provided by financing activities of $1.8 million was the result of proceeds from exercise of stock options of $2.1 million, proceeds from issuance of stock under the ESPP of $0.9 million, offset by payments for contingent consideration of $1.2 million related to our acquisition of Cohort Go and payments of costs related to public offering of $0.4 million.

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During the nine months ended September 30, 2022, cash provided by financing activities of $0.6 million was the result of proceeds from the exercise of stock options of $5.2 million and proceeds from the issuance of stock under the ESPP of $1.3 million, offset by payments of contingent consideration of $3.3 million related to our acquisition of Simplee and payments of tax withholdings of $2.6 million for net settled option exercises. Go.

As of September 30, 2022, we had $25.9 million of March 31, 2024 and 2023, there was no outstanding indebtedness under the Revolving Credit Facility. On October 28, 2022, we repaid the $25.9 million outstanding under the Revolving Credit Facility. As of September 30, 2023, we had $0 of outstanding indebtedness under the Revolving Credit Facility. Following the repayment, we continue to have access to a total commitment of $50.0 million under the Revolving Credit Facility. On June 23, 2023, the Company executed the First Amendment to the 2024 Revolving Credit Facility to transition from and the LIBOR benchmark rate to the SOFR

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reference rate effective June 30, 2023. The 2021 Revolving Credit Facility consists of ABR loans or Eurodollar Borrowings, at our option. In accordance with the First Amendment, ABR loans bear interest at the ABR plus the applicable rate. Eurodollar Borrowings bear interest at the Adjusted Term SOFR plus the applicable rate. The ABR rate is based on the greatest of (a) the Prime Rate (b) the Federal Funds Effective Rate plus 1/2 of 1% and (c) the Adjusted Term SOFR for a one-month interest period plus 1%. The Adjusted Term SOFR is based on (a) the Term SOFR plus (b) the applicable spread adjustment ranging from 0.11448% to 0.71513% depending on the length of the SOFR interest period multiplied by (c) the Statutory Reserve Rate. The applicable rate is based upon the Company's liquidity as of the most recent consolidated financial information and ranges from 0.75% to 2.25%. Prior to the First Amendment, ABR loans borne interest at the ABR plus the applicable rate. Eurodollar Borrowings borne interest at the Adjusted LIBOR plus the applicable rate. ABR rate was based on the greatest of (a) the Prime Rate (b) the Federal Funds Effective Rate plus 1/2 of 1% and (c) the Adjusted LIBOR for a one-month interest period plus 1%. The adjusted LIBOR was based on (a) the LIBOR for such interest period multiplied by (b) the Statutory Reserve Rate. The applicable rate was based upon the Company's liquidity as of the most recent consolidated financial information and ranged from 0.75% to 2.25%. The Revolving Credit Facility incurs a commitment fee ranging from 0.25% to 0.35% based upon our liquidity as of the most recent consolidated financial information assessed on the average undrawn portion of the available commitment. Facility.

Critical Accounting Policies

Our condensed consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q are prepared in accordance with GAAP. The preparation of our condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and

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the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, as well as the reported revenue generated, and reported expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

There have been no material changes to our critical accounting policies as compared to the critical accounting policies and estimates described in the *Management's Discussion and Analysis of Financial Condition and Results of Operations* section of our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

Recently Adopted Recent Accounting Pronouncements

We have reviewed all recently issued standards and have determined that, other than as disclosed in *Note 1 - Business Overview and Summary of Significant Accounting Policies* to our unaudited condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q, such standards are not expected to have a material impact on our consolidated financial statements or do not otherwise apply to our operations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

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

Interest Rate Risk

We are exposed to interest rate risk relating to our cash and cash equivalents. We hold cash in both non-interest and interest-bearing bank accounts. Our corporate investment portfolio consists primarily of money market funds, which are AAA-rated and comprised of liquid, high quality debt securities issued by the U.S. government. An immediate 10% increase or decrease in interest rates would not have a material effect on our financial position, resulting of operations or cash flows.

We are also exposed to interest rate risk related to our 2024 Revolving Credit Facility. Our 2024 Revolving Credit Facility consists of ABR loans borrowings or Eurodollar Borrowings, Term SOFR borrowings, at our option.

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On June 23, 2023, the Company executed the First Amendment to its Revolving Credit Facility to transition from the LIBOR benchmark rate to the SOFR benchmark rate effective June 30, 2023. In accordance with the First Amendment, ABR loans borrowings bear interest at the ABR plus the applicable rate. Eurodollar Borrowings Term SOFR borrowings bear interest at the Adjusted Term SOFR for the interest period plus the applicable rate. The ABR rate is based on the greatest of (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 1/2 of 1%, or (c) the Adjusted Term SOFR for a one-month interest period, plus 1%. The Adjusted Term SOFR is based on (x) equal to the sum of (a) Term SOFR for such interest period, plus (y) the applicable spread adjustment ranging from 0.11448% to 0.71513% depending on the length of (b) the SOFR interest period, multiplied by (z) the Statutory Reserve Rate. adjustment of 0.10%. The applicable rate is based upon our liquidity consolidated total net leverage ratio as of the most recent consolidated financial information and ranges from 0.75% 1.0% to 2.25%.

Prior to the First Amendment, ABR loans borne interest at the ABR plus applicable rate. Eurodollar Borrowings borne interest at the Adjusted LIBOR plus the applicable rate. The ABR rate was based on the greatest of (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 1/2 of 1%, or (c) the Adjusted LIBOR for a one-month interest period, plus 1% 2.5%. The adjusted LIBOR was based on (x) the LIBOR, multiplied by (y) the Statutory Reserve Rate. The applicable rate was based upon our liquidity as of the most recent consolidated financial information and ranged from 0.75% to 2.25%.

The 2024 Revolving Credit Facility incurs a commitment fee ranging from 0.25% to 0.35% based upon our liquidity consolidated total net leverage ratio as of the most recent consolidated financial information assessed on the average undrawn portion of the available commitment.

As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, there was no outstanding indebtedness under the 2024 Revolving Credit Facility and 2021 Revolving Credit Facility.

An immediate 10% increase or decrease in interest rates would not have a material effect on our financial position, results of operations or cash flows.

Information provided by the sensitivity analysis does not necessarily represent the actual changes that would occur under normal market conditions.

Foreign Currency Exchange Risk

For our cross-border payments, we have short term foreign currency exchange exposure, typically between one and four days. Our cross-border payment service allows our client's customers to use their local currency to pay our clients. When a client's customer books a cross-border payment in the customer's local currency, we provide an amount to be paid to the client in that local currency based on the foreign exchange rate then in effect. The client's customer then has a certain amount of time to complete payment—typically one to four days—that may differ depending on the payment

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method selected. When our client's customer makes the payment and we process these funds to our clients through our global payment network, the actual exchange rate may differ from the exchange rate that was initially used to calculate the amount payable by the client's customer due to foreign exchange rate fluctuations. The amount our client's customers pay in their local currency is not adjusted for changes in foreign exchange rates between booking the transaction and the date the funds are paid and converted. If the value of the currency used by the client's customer weakens relative to the currency in which funds are remitted to our clients, we may be required to cover the shortfall in remitted funds. This could have an unfavorable effect on our cash flows and operating results. We have been leveraging our in-house currency hedging algorithms since 2014, including entering into non-deliverable forward foreign currency contracts, to mitigate the volatility related to fluctuations in the foreign exchange rates.

Our cash flows and operating results may also be impacted by fluctuations in foreign currency exchange rates between the U.S. Dollar and various currencies, in particular the British Pound. The value of our revenue and profits in local currencies may be worth more or less in U.S. Dollars due to a strengthening or weakening, respectively, of those currencies against the U.S. Dollar. During the quarter ended September 30, 2023, For example, as the U.S. Dollar weakened against several currencies, including the British Pound, relative to the same period quarter in the prior year, these foreign exchange impacts increased our reported revenue in U.S. Dollars by approximately $2.3 million $0.2 million compared to the quarter ended September 30, 2022 March 31, 2023 on a constant currency basis.

Fluctuations in foreign currency exchange rates may also impact the value of assets and liabilities denominated in currencies other than the functional currencies of our entities. Our reporting currency and the functional currency of our

subsidiaries, with the exception of our U.K. and Australian subsidiaries, is the U.S. Dollar. The functional currency for our U.K. and Australian subsidiaries is the local currency, or British Pound and Australian Dollar, respectively. Financial statements of our foreign subsidiaries are translated from local currency into U.S. Dollars using exchange rates at the balance sheet date for assets and liabilities, and average exchange rates in effect during the period for revenue and expenses. Resulting translation adjustments are included as a component of accumulated other comprehensive loss income (loss) in our condensed consolidated balance sheets. Gains and losses from the remeasurement of foreign currencies into functional currencies are recognized in the condensed consolidated statements of operations and comprehensive income (loss). loss. A potential change in foreign exchange rates of 10% from such remeasurement would have impacted loss before income taxes by approximately $16.7 million $15.6 million and $10.9 million $19.9 million at September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, respectively.

Inflation Risk

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Inflation did not have a material effect on our cash flows and results of operations during the three or nine months ended September 30, 2023 March 31, 2024. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through increase in prices of our product offerings.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation and supervision of our Chief Executive Officer and Chief Financial Officer (our Principal Executive Officer and Principal Financial and Accounting Officer, respectively), have evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2023 March 31, 2024. The term "disclosure controls and procedures," as defined in Rules 13a15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the Exchange Act), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of September 30, 2023 March 31, 2024, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a- 15(d) and 15d-15(d) of the Exchange Act that occurred during the quarter ended September 30, 2023 March 31, 2024 that have has materially affected, or are is reasonably likely to materially affect, our internal control over financial reporting.

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Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of

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achieving their objectives and are effective at the reasonable assurance level. However, management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect 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 also is 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 the policies or procedures may deteriorate. Because of the inherent limitations in a cost effective cost-effective control system, misstatements due to error or fraud may occur and not be detected.

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PART II— II - OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business, including patent, commercial, product liability, employment, class action, whistleblower, and other litigation and claims, as well as governmental and other regulatory investigations and proceedings. In addition, third parties may from time to time assert claims against us in the form of letters and other communications. We are not currently a party to any legal proceedings that we believe to be material, individually or in the aggregate, to our business or condensed consolidated financial statements. The results of any future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

In the course of implementing geolocation data-based sanctions screening measures, the Company we identified certain payments which, based on geolocation data, appear to have been initiated from Cuba, Iran, or Syria, in potential violation of applicable sanctions regimes. Although Flywire continues to evaluate whether these or other transactions

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constitute potential violations of OFAC the U.S. Department of the Treasury's Office of Foreign Assets Controls (OFAC) sanctions (including whether certain of these payments may have been authorized by general licenses or license exemptions under the relevant sanctions regulations), in August 2023, Flywire made a voluntary submission to OFAC to report the potential violations. violations, and in April 2024 furnished a supplemental submission to OFAC. Based upon the results of the internal investigation completed to date, the Company does we do not believe that the amount of any loss incurred as a result of this matter would be material to its our business, financial condition, results of operations or cash flows.

Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. Before deciding whether to invest in shares of our common stock, you should consider carefully the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements and the accompanying notes included elsewhere in this Quarterly Report on Form 10-Q. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of or that we deem immaterial may also become important factors that adversely affect our business. If any of the following risks actually occur, our business, financial condition, liquidity, operating results, and prospects could be materially and adversely affected. In that event, the market price of our common stock could decline, and you could lose part or all of your investment. See "Special Note Regarding Forward-Looking Statements."

Risk Factors Summary

The summary of risks below is intended to provide an overview of the risks we face and should not be considered a substitute for the more fulsome risk factors discussed immediately following this summary.

Risks Related to Our Business and Industry

- We have a history of operating losses and may not achieve or sustain profitability in the future.
- We have a short operating history at our current scale in a rapidly evolving industry.
- We may experience quarterly fluctuations in operating results.
- We may be unable to retain our current clients, attract new clients, and increase the number of our clients' customers that use our solutions or sell additional functionality to our clients.
- Efforts to attract new clients may be unsuccessful.
- We may be unable to expand our direct and channel sales capabilities, grow our marketing reach and increase sale productivity.
- We expect our revenue mix to vary over time, which could affect our gross profit, gross margin and results of operations.

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- Our business could be adversely affected if our clients and their customers are not satisfied with the timing or quality of implementation services provided by us or our partners.

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- Our financial and operating results are subject to seasonality and cyclicality.
- We are exposed to fluctuations in foreign currency exchange rates that could materially and adversely affect our cash flows and results of operations.
- Certain of our key performance indicators are subject to inherent challenges in measurement.
- Our business depends, in large part, on our proprietary network of global, regional, and local banking partners and our relationships with other third parties.
- Our markets are highly competitive.
- The estimates of market opportunity and our ability to capture a meaningful share of this payment volume may prov to be inaccurate.
- Our education business may be adversely affected by decreases in enrollment or tuition, increased limitations on issuances of visas to international students or increased operating expenses for our clients.
- The healthcare industry is rapidly evolving.
- Our travel business may be sensitive to events affecting the travel industry in general.
- We may be unable to enter or expand into new verticals or sub-verticals, including our relatively new business-to-business (B2B) B2B payment vertical.
- There could be consolidation in the payment processing or enablement industry.
- We may be adversely impacted by worldwide global economic and political instability.

Risks Related to Our Operations

- We may not be able to scale our business quickly enough to meet our growing client base.
- We enable the transfer of large sums of funds to our clients daily and are subject to the risk of errors.

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- Volatility in the banking and financial services sectors may impact our bank partnerships and relationships, which could adversely affect our operations and liquidity.
- Our management of our operating funds and those of our clients may be reliant on a limited number of our banking partners and other financial institutions.
- We may be unable to maintain or expand our ability to offer a variety of local and international payments.
- Improper or unauthorized use of, disclosure of, or access to personal or sensitive data could harm our reputation.
- We may fail to adapt and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, and changing business needs, requirements, or preferences.
- Changes to payment card networks fees or rules could harm our business.
- If we lose key members of our management team or are unable to attract and retain executives and employees we need to support our operations and growth, our business may be harmed.

Risks Related to Our Legal, Regulatory and Compliance Landscape

- Payments and other financial services-related regulations and oversight are material to our business.

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- We are subject to governmental laws and requirements regarding economic and trade sanctions, anti-money laundering (AML), countering the financing of terrorism (CFT) AML, CFT and those applicable to a money service business (MSB).

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- We are subject to governmental regulation and other legal obligations, particularly those related to privacy, data protection, information security, anti-corruption, anti-bribery, and similar laws.

Risks Related to Being a Public Company

- We may fail to develop and maintain proper effective internal control over financial reporting.
- Estimates relating to our critical accounting policies may prove to be incorrect.
- We will continue to incur increased costs as a public company.

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Risks Related to Ownership of Our Common Stock

- Raising additional capital may cause dilution to our existing stockholders, restrict our operations, or require us to relinquish rights to our intellectual property on unfavorable terms.
- Securities and industry analysts may not publish or publish inaccurate or unfavorable research about our business.

Risks Related to Our Business and Industry

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

We were incorporated in 2009 and although we have experienced generated net income in prior periods, we incurred a net loss in the year ended December 31, 2023, have incurred net losses from our operations since inception. in the past, and may continue to incur net losses in the future. We generated net losses of $39.3 million $8.6 million and $28.1 million $39.3 million for the years ended December 31, 2022 December 31, 2023 and 2021, 2022, respectively, and $9.9 million $6.2 million during the nine three months ended September 30, 2023 March 31, 2024. In addition, as of September 30, 2023 March 31, 2024, we had an accumulated deficit of $175.1 million $180.0 million. We have experienced significant revenue growth in recent periods and we are not certain whether or when we will obtain a high enough volume of revenue to sustain or increase our growth or achieve or maintain profitability in the future. We also expect our costs and expenses to increase in future periods, which could negatively affect our future operating results if our revenue does not increase. In particular, we intend to continue to expend significant funds to further develop our solutions, including introducing new functionality, and to expand our marketing programs and sales teams to drive new client adoption, expand strategic partner integrations, and support international and industry expansion. Our operating results are also impacted by the mix of our revenue generated from our different revenue sources, which include transaction revenue and platform and usage-based other fee revenue. Changes in our revenue mix from quarter to quarter, including those derived from cross-border or domestic currency transactions, will impact our margins, and we may not be able to grow our revenue gross margin adequately to achieve or sustain profitability. In addition, the mix of payment methods utilized by our clients' customers may have an impact on our margins given that our costs associated with certain payment methods, such as credit cards, are higher than other payment methods accepted by our solutions, such as bank transfers. Due to the cross-border nature of much of our business, fluctuations in foreign currency exchange rates, slowdowns in international mobility and other regional considerations may affect our operating results. We will also face increased compliance and security costs associated with growth, the expansion of our client base, and being a public company, including our transition to a large accelerated filer status as of December 31, 2022. company. Our efforts to grow our business may be costlier than we expect, and we may not be able to increase our revenue enough to offset our increased operating expenses. We may incur significant losses in the future for several reasons, including the other risks described herein, and unforeseen expenses, difficulties, complications, delays, and other unknown events. If we are unable to achieve and sustain profitability, the value of our business and common stock may significantly decrease.

If the assumptions we use to plan our business are incorrect or change in reaction to changes in our markets, or if we are unable to maintain consistent revenue or revenue growth, it may be difficult to achieve and maintain profitability. Our

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revenue financial results from any prior quarterly or annual periods should not be relied upon as an indication of our future revenue or revenue growth or growth in revenue, gross profit or volume of payments processed.

In addition, we expect to continue to expend substantial management time, financial and other resources on:

- sales, marketing, relationship management and client support, including an expansion of our sales organization, an new client support and payer retention initiatives;
- our technology infrastructure, including systems architecture, scalability, availability, performance, and security;

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- our technology development, including investments in our technology development team and the development of new solutions and new functionality;
- expanding into more international markets;
- attracting new clients and increasing the number of our clients' customers that use our solutions;
- acquisitions or strategic investments;
- regulatory compliance and risk management; and
- general administration, including increased insurance, legal and accounting expenses associated with being a publi company.

These investments may not result in increased revenue growth in our business. If we are unable to increase our revenue at a rate sufficient to offset the expected increase in our costs, our business, financial position and operating results will be harmed, and we may not be able to achieve or maintain profitability over the long term.

We have a short operating history at our current scale in a rapidly and significantly evolving industry and, as a result, our past results may not be indicative of future operating performance.

We have a short history operating at our current scale in a rapidly and significantly evolving industry that may not develop in a manner favorable to our business. This relatively short operating history makes it difficult to assess our future performance with certainty. You should consider our business and prospects in light of the risks and difficulties we may encounter.

Our future success will depend in large part upon our ability to, among other things:

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- cost-effectively acquire new clients and retain existing clients;
- maintain and increase our market share;
- avoid pricing pressure on our solutions which would compress our margins;
- effectively market our solutions;
- enhance our existing solutions and develop new solutions;
- increase awareness of our brand and maintain our reputation;
- develop new technologies, adapt to technology changes and evolving industry standards and to incorporate new technologies, such as artificial intelligence, into our ability to solutions;
- offer seamless experience for our clients and their customers, including all user facing attributes ranging from the user interface to client and customer support;
- anticipate and respond to microeconomic and macroeconomic changes;
- expand our solutions and geographic reach, including with respect to B2B and travel payments;
- our decision to exit certain markets, or our inability to process payments from certain jurisdiction we had previously served;
- anticipate and effectively respond to changing trends and the preferences of clients and their customers;
- compete effectively;
- avoid interruptions in our business from information technology (IT) downtime, cybersecurity breaches, or labor stoppages;
- effectively manage our growth;

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- effectively identify and manage risks, including foreign currency exchange risk;
- hire, integrate, and retain talented people at all levels of our organization;
- maintain the quality of our technology infrastructure;

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- compliance with multiple, conflicting and changing governmental laws and regulations, including with respect to employment, tax, competition, workplace and environmental, social and governance (ESG) matters;
- global pandemics, such as COVID-19, or other public health emergencies;
- retain our existing proprietary global network of banking and other payment partners and add new banking and oth payment partners to scale our business; and
- retain our existing technology partners that allow us to provide alternative payment methods and add new technol partners to scale our business.

If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above as well as those described elsewhere in this section titled “Risk Factors”, our business and operating results will be adversely affected.

If we are unable to retain our current clients, attract new clients and increase the number of our clients’ customers that use our solutions or sell additional functionality to our clients, our revenue growth and operating results will be adversely affected.

To increase our revenue, in addition to acquiring new clients, we must continue to retain existing clients, increase the volume of payments made by our clients’ customers and sell additional functionality to our clients. We expect to derive a significant portion of our revenue from the renewal of existing clients’ contracts and sales of additional features and solutions to existing clients. As the market for our solutions matures, solutions evolve, and competitors introduce lower cost or differentiated products or services that are perceived to compete with our solutions, our ability to attract (and our clients’ ability to attract) new customers and maintain our current client base and clients’ customer usage could be hindered. As a result, we may be unable to retain existing clients or increase the usage of our solutions by them or their customers, which would have an adverse effect on our business, revenue, gross profit, gross margins, and other operating results, and accordingly, on the trading price of our common stock.

As the market for our solutions matures, or as new or existing competitors introduce new products or services that compete with our solutions, we may experience pricing pressure. This competition and pricing pressure could have an adverse effect on our ability to retain existing clients or attract new clients at prices that are consistent with our pricing model, operating budget and expected operating margins. In particular, it has become more common in the education sector for competitors to offer generous revenue sharing arrangements for clients we target. Our business could be adversely affected if clients or their customers perceive that features incorporated into alternative products reduce the need for our solutions or if they prefer to use competitive services. If we are unable to attract new clients and increase the number of our clients’ customers that use our solutions, our revenue growth and operating results will be adversely affected. Further, in an effort to attract new clients and increase usage by their customers, we may need to offer simpler, lower-priced payment options, which may reduce our revenue.

Our ability to sell additional functionality to our existing clients may require more sophisticated and costly sales efforts, especially for our larger clients with more senior management and established accounts receivable solutions. Similarly, the

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rate at which our clients deploy additional solutions from us depends on several factors, including general economic conditions, the availability of client technical personnel to implement our solutions, and the pricing of additional functionality. If our efforts to sell additional functionality to our clients are not successful, our business and growth prospects would suffer.

Contracts with our clients generally have a stated initial term of three years, are not subject to termination for convenience and automatically renew for one-year subsequent terms. Our clients may negotiate terms less advantageous to us upon renewal, which may reduce our revenue. If our clients fail to renew their contracts, renew their contracts upon terms less favorable to us or at lower fee levels or fail to purchase new solutions from us, our revenue may decline or our future revenue growth may be constrained. In addition, certain of our clients are subject to requirements to issue requests for proposals (RFPs) to open up competition for their ongoing business notwithstanding their satisfaction with our solutions. In order to retain their business, we may be required to accept terms or pricing conditions less favorable to us than would be the case with automatic renewal of an existing contract. Should any of our clients terminate their

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relationship with us after implementation has begun, we would not only lose our time, effort and resources invested in such implementation, but we would also have lost the opportunity to leverage those resources to build a relationship with other clients over that same period of time.

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We may experience quarterly fluctuations in our operating results, as well as our key metrics, due to a number of factors which make our future results difficult to predict and could cause our operating results to fall below expectations or our guidance.

Our operating results, and key metrics, may fluctuate due to a variety of factors, many of which are outside of our control. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Our past results should not be relied on as an indication of our future performance. If our revenue operating results or operating results key metrics fall below the expectations of investors or securities analysts or below any guidance we may provide to the market, the price of our common stock could decline substantially.

Our operating results have varied in the past and are expected to continue to do so in the future. In addition to other risk factors listed in this section titled “Risk Factors”, factors that may affect our quarterly operating results, business and financial condition include the following:

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- demand for our solutions and the number, volume and timing of payments processed;
- timing of tuition payments;
- government restrictions or related limitations on the issuances of visas;
- market acceptance of our current and future solutions;
- our revenue mix in a particular quarter;
- the mix of payment methods and currencies utilized by our clients' customers in a particular quarter;
- a slowdown in spending on IT and software by our current and/or prospective clients;
- sales cycles and performance of our direct and indirect sales force;
- budgeting and implementation cycles of our current or potential clients;
- foreign currency exchange rate fluctuations;
- the management, performance and expansion of our domestic and international operations;
- the rate of renewals of contracts with our clients;
- changes in the competitive dynamics of our markets;
- our ability to control and predict costs, including our operating expenses;
- clients delaying purchasing decisions, including in anticipation of new products or product enhancements by us or competitors;
- the seasonality of our business;
- failure to successfully manage or integrate any acquisitions, including our acquisitions of WPM, Cohort Go and Co Go; StudyLink;
- the outcome or publicity surrounding any pending or threatened lawsuits;
- general economic and political conditions in our domestic and international markets, including inflation and fluctuations in supply chains; chains, and restrictions on cross-border travel or commerce;
- changes in the level of scrutiny applied by regulators and investors on our ESG program;

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- unexpected events, including those resulting from climate change, international or civil conflicts and wars, or other

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geopolitical events;

- expected or actual extended U.S. federal government shutdowns, partisan gridlock that results in the inability of Congress to take action or changes to government, which among other things could impact result in increased limitations on visa issuances and impact educational financial aid payments; and

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- global pandemics, such as COVID-19, or other public health emergencies and the responses thereto.

In addition, we may in the future experience fluctuations in our gross and operating margins due to changes in the mix of our domestic and international payments and the mix of payment methods, including an increase in the use of credit cards, and currencies used by our clients' customers to make payments.

Based upon the factors described above and those described elsewhere in this section titled "Risk Factors", we have a limited ability to forecast the amount and mix of future revenues and expenses, which may cause our operating results to fall below our estimates or the expectations of public market analysts and investors.

We expect our revenue mix to vary over time, which could affect our gross profit, gross margin and results of operations.

We expect our revenue mix to vary over time due to a number of factors. Shifts in our business mix from quarter to quarter could produce substantial variation in revenue recognized. Further, our gross profit, gross margins and results of operations could be affected by changes in revenue mix and costs, together with numerous other factors, including payment methods and currencies, pricing pressure from competitors, increases in credit card usage on our solutions and associated network fees, changes in payment volume across verticals and the portion of such payment volume for which we perform foreign exchange. Any one of these factors or the cumulative effects of certain of these factors may result in significant fluctuations in our gross profit, gross margin and results of operations. This variability and unpredictability could result in our failure to meet internal expectations or those of securities analysts or investors for a particular period. If we fail to meet or exceed such expectations for these or any other reasons, the market price of our common stock could decline.

If our efforts to attract new clients and increase the number of our clients' customers that use our solutions are unsuccessful, our revenue growth and operating results will be adversely affected.

Our future growth and profitability will depend in large part upon the effectiveness and efficiency of our efforts to attract new clients and increase the number of our clients' customers that use our solutions. While we intend to dedicate resources to attracting new clients and increasing the number of our clients' customers that use our solutions, our ability to do so depends in large part on the success of these efforts and the success of the marketing channels we use to promote our solutions. Our marketing channels include search engine optimization, search engine marketing, account-based direct marketing campaigns, industry events and association marketing relationships. If any of our current marketing channels become less effective, if we are unable to continue to use any of these channels, if the cost of using these channels were to significantly increase or if we are not successful in generating new channels, we may not be able to attract new clients in a

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cost-effective manner or increase the number of our clients' customers that use our solutions. If we are unable to recover our marketing costs through increases in the number of clients and in the number of our clients' customers that use our solutions, or if we discontinue our marketing efforts, it could have a material adverse effect on our business, prospects, results of operations, and financial condition.

If we are unable to expand our direct and channel sales capabilities, grow our marketing reach and increase sales productivity, we may not be able to generate increased revenues.

We believe that our future growth will depend on the continued development of our direct sales force and its ability to obtain new clients and to manage our existing client base. Our ability to increase our client base and achieve broader market acceptance of our solutions will depend to a significant extent on our ability to expand our sales and marketing organizations, and to deploy our sales and marketing resources efficiently. We intend to continue to increase our number of direct sales professionals and to expand our relationships with new strategic channel partners. These efforts will require us to invest significant financial and other resources. New hires require training and take time to achieve full productivity. Similarly, new channel partnerships often take time to develop and may never yield results, as they require new partners to understand the services and solutions we offer, and how to position our value within the market. We cannot be certain that recent and future new hires or partner relationships will become as productive as necessary or that we will be able to hire enough qualified individuals or build effective channel sales in the future. If we are unable to hire, develop, integrate, and retain talented and effective sales personnel, if our new and existing sales personnel are unable to achieve desired

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productivity levels, or if our sales, channel strategy and marketing programs and advertising are not effective, we may not be able to expand our business and grow our revenue, which may harm our business, operating results and financial condition.

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Our business could be adversely affected if our clients or their customers are not satisfied with the timing or quality of implementation services provided by us or our partners.

Our business depends on our ability to satisfy our clients and their customers with respect to our solutions as well as the services that are performed to help our clients and their customers use the features and functions of our solutions. Services are usually performed by us, and are also on occasion provided together with a third-party partner. If our clients or

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their customers are not satisfied with the functionality of our solutions or the services that we or a third-party partner provide, such dissatisfaction could damage our ability to retain our current clients or expand our clients' or their customers' use of our solutions. In addition, any negative publicity and reviews that we may receive which is related to our client relationships may further damage our business and may invite enhanced regulatory scrutiny at the federal and state level in the United States as well as internationally.

Our financial and operating results are subject to seasonality and cyclicality.

Our financial and operating results are subject to seasonal trends. For example, the volume of education tuition processed typically increases in the northern hemisphere during the summer and early fall months, as well as at year end, as students and their families seek to pay tuition costs for the fall semester, the spring semester, or the entire academic year, respectively. We expect this seasonality of education tuition processing to continue and expect it to impact the amount of processing fees that we earn and the level of expenses we incur to generate tuition payment volume and process the higher volume activity in a particular fiscal quarter.

We are exposed to fluctuations in foreign currency exchange rates that could materially and adversely affect our results of operations.

A majority of the total payment volume we have historically processed is cross-border payments denominated in many foreign currencies, which subjects us to foreign currency risk. The strengthening or weakening of the U.S. dollar versus these foreign currencies impacts the translation of our net revenues generated in these foreign currencies into the U.S. dollar. For example, during the quarter ended September 30, 2023, as the U.S. Dollar weakened against several currencies, including the British Pound, relative to the same period quarter in the prior year, these foreign exchange impacts increased our reported revenue in U.S. Dollars by approximately $2.3 million $0.2 million compared to the quarter ended September 30, 2022 March 31, 2023 on a constant currency basis. In connection with providing our solutions in multiple currencies, we may face financial exposure if we are unable to implement appropriate hedging strategies, negotiate beneficial foreign exchange rates, or as a result of fluctuations in foreign exchange rates between the times that we set them. We also have foreign exchange risk on our assets and liabilities denominated in currencies other than the functional currency of our subsidiaries. We also incur expenses for employee compensation and other operating expenses at our non-U.S. locations in the local currency. Fluctuations in the exchange rates between the U.S. dollar and other currencies including the recent depreciation of the Russian ruble, could result in the dollar equivalent of our expenses being higher which may not be offset by additional revenue earned in the local currency. This could have a negative impact on our reported results of operations.

Periods of instability in the Eurozone, including fears of sovereign debt defaults, and stagnant growth generally, and of certain Eurozone member states in particular, have resulted in concerns regarding the suitability of a shared currency for the region, which could lead to the reintroduction of individual currencies for member states. If this were to occur, Euro-denominated assets and liabilities would be re-denominated to such individual currencies, which could result in a mismatch in the values of assets and liabilities and expose us to additional currency risks.

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As our international operations continue to operate and grow, our risks associated with fluctuation in currency rates will become greater, and we will continue to reassess our approach to managing this risk, such as using foreign currency forward and option contracts to hedge certain exposures to fluctuations in foreign currency exchange rates. Our use of such hedging practices may not offset any, or more than a portion, of the adverse effects of unfavorable movements in foreign exchange rates. In addition, currency fluctuations or a weakening U.S. dollar can increase the costs of our international operations, and the strengthening U.S. dollar could slow international demand as solutions priced in the U.S. dollar become more expensive.

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Certain of our key performance indicators are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.

We track certain key performance indicators, including metrics such as total payment volume, revenue less ancillary services, adjusted gross profit, adjusted gross margin and adjusted EBITDA, with internal systems and tools and which may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies, or the

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assumptions on which we rely. Our internal systems and tools have a number of limitations, and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our key performance indicators, including the metrics we publicly disclose, or our estimates. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates for the applicable period of measurement, there are inherent challenges in measuring these metrics across our growing client base. If our key performance indicators are not accurate representations of our business, or if investors, clients or other stakeholders do not perceive our operating metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, and our operating and financial results could be adversely affected.

Our business depends, in large part, on our proprietary network of global, regional and local banking partners.

To grow our business, we will need to maintain and expand our network of global, regional and local banking partners. Our proprietary network of strategic relationships with global, regional and local banking partners is a material asset to our business, which took more than a decade to build. Establishing and maintaining our strategic partner relationships,

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particularly with our banking partners entails extensive and highly specific efforts, with little predictability and various ancillary requirements. These partners and suppliers have contractual and regulatory requirements and conditions that we must satisfy and continue to comply with in order to continue and grow the relationships. For example, our financial institution partners generally require us to submit to an exhaustive security audit including adherence to AML policies and know-your customer (KYC) procedures. If we are not able to comply with those obligations or if our agreements with our banking partners or our network partners are terminated for any reason, we could experience service interruptions as well as delays and additional expenses in arranging new services, potentially interfering with our existing client relationships or making us less attractive to potential new clients.

Recent instability In addition, our existing banking partners may at any time and from time to time cease serving certain categories of payments due to perceived risk or similar reasons as well as payments originating from, or being paid to, certain high risk jurisdictions. These partners may also impose additional requirements on Flywire, or with respect to their own internal procedures, as a condition of processing such payments in partnership with us. If we cease to be able to process payments from corridors or within certain of our verticals, or we are unable to comply with new requirements or only at considerable expense, our client relationships and ability to grow our revenue could be adversely affected.

Instability and volatility in the banking and financial services sectors, including bank failures, have increased and may in the future increase uncertainty in the global economy and increased the risk of a global recession. Volatility in the banking and financial services sectors may adversely impact our bank partnerships and could negatively impact our business. We may face difficulty establishing or maintaining banking relationships due to instability in the global banking system and increasing regulatory uncertainty and scrutiny. If these financial institutions are subject to suspension of operations, receivership, closure or similar action, or if our banking relationships become severely limited or unavailable in a certain country, there could be temporary delays in or unavailability of services in such country that are critical to our or our clients' operations. This could potentially lead to reduced use of our platform and lower payment volume which may adversely impact our business, operating results, and financial condition.

We may not be able to attract new network partners to our existing network of global, regional and local banking partners, which could adversely affect our ability to expand to additional countries and territories and transact in additional currencies. In addition, our potential partners may choose to work with our competitors’ or choose to compete with our solutions directly, which could have an adverse effect on our business, financial position, and operating results. Further, many of our network partners have greater resources than we do and could choose to develop their own solutions to replace or compete with ours. If we are unsuccessful in establishing, growing, or maintaining our relationships with network partners, our ability to compete or to grow our revenue could be impaired, and our results of operations may suffer.

Our growth depends in part on the success of our relationships with other (non-banking) third parties.

We have established relationships with a number of other companies, including financial institutions, processors, other financial services suppliers, channel sales partners, providers of electronic health records (EHR) services,

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implementation partners, technology and cloud-based hosting providers, and others. In order to grow our business, we will need to continue to establish and maintain relationships with these types of third parties, and negotiating and documenting relationships with them requires significant time and resources. Our competitors may be more effective in providing incentives to third parties to favor their products or services. If we are unsuccessful in establishing or maintaining our relationships with third parties, our ability to compete in the marketplace or to grow our revenues could be impaired and our operating results could suffer. Even if our strategic relationships are successful, we cannot assure you that these relationships will result in increased client usage of our solutions or increased revenues.

The markets in which we participate are competitive, and if we do not compete effectively, our operating results could be harmed.

The market for payments solutions is fragmented, competitive, and constantly evolving. Our competitors range from legacy payment methods, such as traditional bank wires, to integrated payment providers that focus on cross-border

payments. With the introduction of new technologies and market entrants, we expect that the competitive environment will remain intense going forward. Our competitors that offer legacy payment methods or integrated cross-border payment platforms may develop products that compete with ours. Financial institutions that choose to enter into and compete in our market may have the operating flexibility to bundle competing solutions with other offerings, including offering them at a lower price or for no additional cost to clients as part of a larger sale. In addition, new entrants not currently considered to be competitors may enter the market through acquisitions, partnerships, or strategic relationships. Many of our domestic and foreign competitors have greater resources, experience or more developed customer relationships than we do. For example, foreign competitors may seek to leverage local or common language relationships to cater to potential customers of our clients. There are new market entrants with innovative revenue sharing and other pricing arrangements that are able to attract customers that we compete to serve. Our competitors vary in size, breadth, and scope of the solutions offered. Some of our competitors and potential competitors have greater name recognition, longer operating histories, more established client relationships, larger marketing budgets, and greater resources than us. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, and client requirements. For example, an existing competitor or new entrant could introduce new technology that reduces demand for our solutions.

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For these reasons, we may not be able to compete successfully against our current or future competitors, and this competition could result in the failure of our solutions to continue to achieve or maintain market acceptance, any of which would harm our business, operating results, and financial condition.

Our estimates of market opportunity and our ability to capture a meaningful share of this payment volume may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Our market opportunity estimates, including those we have generated ourselves and our ability to capture a meaningful share of this payment volume, are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any payment volumes covered by our market opportunity estimates will materialize in clients using our solutions as anticipated or generate any particular level of revenue for us. Any expansion in our market depends on a number of factors, including the cost, performance, and perceived value associated with our business and those of our competitors. Even if the market in which we compete meets the size estimates and growth forecasted, our business could fail to grow at similar rates, if at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties.

Our clients in the education sector may be adversely affected by decreases in enrollment, pressure on tuition costs, or increased operating expenses, which may reduce demand for our solutions.

We are reliant on our education clients, including colleges, universities and other education-related organizations that include language schools, boarding schools, summer programs, and others, to drive enrollment at their schools and maintain tuition costs. Factors outside of our control will affect enrollments and tuition costs, including the following:

- Reduced enrollment in higher education due to lack of funding, increases to cost of attendance or other inflationary pressure. Some institutes of higher education may close or merge with other colleges and universities. Significant reductions in student funding, through grants or loans, may reduce enrollments and decrease the payment volume we process. Potential students may also be deterred by increases in the cost of attendance.

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- Government supported institutions may experience losses or reduction in public funding. Many of our clients rely considerably upon public funding or support, which may not always be available due to budget constraints.
- Changing perceptions about in-person classes. Students may reject the opportunity to attend courses in person, when online or virtual classes are offered as an option, due to growing familiarity and perceived convenience of

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remote learning or a lower price point for online classes.

- Our clients' rankings, reputation and marketing efforts strongly affect enrollments, none of which we control. If we fa to maintain or add clients with strong, stable reputations and rankings, they will fail to achieve consistent enrollments.

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- Declines in international student enrollment. Global conflict and restrictions on immigration or increased limitation or the award of student visas (such as those recently announced in Canada and Australia) can negatively impact the cross-border education industry and schools that rely on foreign student populations, will be negatively affected or may cease operations.

- General economic conditions. Any contraction in the economy could be expected to reduce enrollment in higher education, whether by reducing funding, reducing corporate allowances for continuing education, general reductions in employment or savings or other factors.

International cross-border transaction revenue represents a significant part of our revenue; international regulations and restrictions that inhibit cross-border travel and relocation of international students, as well as ongoing political friction between China and the U.S. that have slowed the growth of Chinese students studying in the U.S. and may have resulted in changes in Chinese student education destinations, have had and may continue to have an impact on our revenue growth. More recently, political friction between India the Canadian government announced it will set a cap on international student permit applications for the years 2024 and Canada 2025, motivated in part by housing shortages. Australia has also recently delayed the processing of international student visas. This could potentially slow the growth of Indian students studying in Canada, especially if tensions continue to rise. adversely impact our business, operating results, and financial condition.

In addition, some clients' customers may find that higher education is an unnecessary investment during uncertain economic times and defer enrollment in educational institutions until the economy grows at a stronger pace, or they may turn to less costly forms of secondary education, thus decreasing our education payment volumes. A significant decrease in the payment volume and resulting revenue from clients and their customers in this market which represents, and is expected to continue to represent for the foreseeable future, a majority of our total payment volume and revenue, would have an adverse effect on our business, operating results and financial condition.

The healthcare industry is rapidly evolving and the market for technology-enabled payment services that empower healthcare clients and their customers is relatively immature and unproven. If we are not successful in promoting the benefits of our solutions, our growth may be limited.

The market for our payment solutions is subject to rapid and significant changes. The market for technology-enabled payment services that empower healthcare clients and their customers is characterized by rapid technological change, new product and service introductions, increasing patient financial responsibility, consumerism and engagement, the ongoing shift to value-based care and reimbursement models, and the entrance of non-traditional competitors. In addition, there

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may be a limited-time opportunity to achieve and maintain a significant share of this market due in part to the rapidly evolving nature of the healthcare and technology industries and the substantial resources available to our existing and potential competitors. The market for technology-enabled payment services that empower healthcare clients and their customers is relatively new and unproven, and it is uncertain whether this market will achieve and sustain high levels of demand and market adoption.

In order to remain competitive, we are continually involved in a number of projects to compete with these new market entrants by developing new solutions, growing our client base and penetrating new markets. Some of these projects include the expansion of our integration capabilities and the expansion of our mobile solutions. These projects carry risks, such as cost overruns, delays in delivery, performance problems and lack of acceptance by our clients. Our integration partners may also decide to develop and offer their own patient engagement solutions that are similar to our solutions. In addition, the decisions we make on allocation of engineering resources, reliance on, integration with or discontinuance of, legacy systems or those acquired in acquisition, or the pace at which we remain technologically current within our internal systems and customer payment platforms, may negatively affect the morale of our engineering teams and the payment experiences our clients wish to feature to their customers. We may lose engineering talent or healthcare clients as a result, which could have a material adverse effect on our business and results of operations.

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Our success depends on providing high-quality payment solutions that healthcare clients use to improve their financial and operational performance, allowing them to collect payments and enhance their revenue lifecycle management objectives. If we cannot adapt to rapidly evolving industry standards and technology and increasingly sophisticated and varied healthcare client and customer payment needs, our existing technology could become undesirable, obsolete or harm our reputation. We must continue to invest significant resources in our personnel and technology in a timely and cost-effective manner in order to enhance our existing solutions and introduce new high-quality solutions that existing clients and potential new clients will want. Our operating results would also suffer if our innovations are not responsive to the needs of our existing clients or potential new clients, are not appropriately timed with market opportunity, are not effectively brought to market or significantly increase our operating costs. If our new or modified product and service innovations are not responsive to the preferences of healthcare clients and their customers, emerging industry standards or regulatory changes, are not appropriately timed with market opportunity or are not effectively brought to market, we may lose existing clients or be unable to obtain new clients and our results of operations may suffer.

We believe demand for our payment solutions in the healthcare industry has been driven in large part by more patient responsibility for out-of-pocket spend, a trend towards higher deductibles for health care services, increased digitization in

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payments, and the tailoring of payment offers and increased patient engagement. Our success also

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depends to a substantial extent on the ability of our solutions to increase the volume of our clients' customers payments, and our ability to demonstrate the value of our solutions to our clients. If our existing clients do not recognize or acknowledge the benefits of our solutions or our solutions do not drive payment volume, then the market for our solutions might not develop at all, or it might develop more slowly than we expect, either of which could adversely affect our operating results. A significant decrease in the payment volume and resulting revenue from our clients and their customers in the healthcare industry which represents, and is expected to continue to represent for the foreseeable future, our second largest vertical by total payment volume and revenue, may have an adverse effect on our business, operating results and financial condition.

In addition, we have limited insight into trends that might develop and affect our healthcare business. We might make errors in predicting and reacting to relevant business, legal and regulatory trends and healthcare reform, which could harm our business. If any of these events occur, it could materially adversely affect our business, financial condition or results of operations.

Finally, our competitors, including major EHR providers, may have the ability to devote more financial and operational resources than we can to developing new technologies and services, including services that provide improved operating functionality, and adding features to their existing service offerings. Relationships with companies in the EHR space and business focused on revenue lifecycle management are critical to leverage if we are to add to our healthcare customer portfolio. However, intense competition and rising costs experienced by certain major EHR providers has resulted, in certain cases, in increased financial strain on these businesses, and in at least one notable instance, an action to seek bankruptcy protection. To the extent we have outstanding amounts owed to us by companies that seek bankruptcy protection or cease operations, it may become difficult for us to be paid in full in a timely manner, if at all. For instance, in May 2023, Client A filed for voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code. As of September 30, 2023, we had $3.1 million recorded within accounts receivable attributed to Client A, net of allowance. On November 2, 2023, a settlement agreement was reached and the Company collected all of its pre-petition outstanding balance of $2.6 million from Client A. Many of these companies may offer products and services similar to ours and may have greater name recognition, longer operating histories, stronger and more dependent client relationships, larger marketing budgets, and greater resources than us. If successful, their development efforts could render our solutions less desirable, resulting in the loss of our existing clients or a reduction in the fees we generate from our solutions.

Our business serving clients in the travel sector may be sensitive to events affecting the travel industry in general.

Events like regional or larger scale conflicts, war or other military conflict, including the conflicts between Russia and Ukraine, and Israel and Hamas, terrorist attacks, mass shooting incidents, natural disasters, such as hurricanes, earthquakes, fires, droughts, floods and volcanic activity, including events resulting from climate change, and travel-related

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health events, such as the COVID-19 pandemic, have had a negative impact on the travel industry and affect travelers' behavior by limiting their ability or willingness to visit certain locations. In addition, the travel industry can be negatively impacted by adverse economic conditions in the United States and globally, including economic slowdown and inflation. We are not in a position to evaluate the net effect of these circumstances on our business as these events are largely unpredictable; however, we believe there has been negative impact to our business due to such events. Furthermore, in the longer term, our business might be negatively affected by financial pressures on or changes to the travel industry. For example, certain jurisdictions, particularly in Europe, have implemented or are considering implementing regulations intended to address the issue of "overtourism" including by restricting access to city centers or popular tourist destinations or limiting accommodation offerings in surrounding areas, such as by restricting construction of new hotels or the renting of homes or apartments. Such regulations could adversely affect travel and the volume of travel related payments that we process for our clients. The United States has implemented or proposed, or is

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considering, various travel restrictions and actions that could affect U.S. trade policy or practices, which could also adversely affect travel to or from the United States. If such events result in a long-term negative impact on the travel industry, such impact could have a material adverse effect on our business. The payment volume from our travel vertical represents less than 10% of our total payment volume. Because we seek to grow the payment volume and the revenue from this vertical in the future, failure to grow our payment volume and resulting revenue from this industry, may have an adverse effect on our business, operating results and financial condition.

With respect to the COVID-19 pandemic specifically, our 2020 financial results related to serving our existing travel clients and growing our client base in the travel sector were negatively impacted. During the years ended December 31, 2021, 2022 and 2022, 2023, we witnessed recoveries in our financial results and growth in revenue and payment volumes in our travel payment vertical. While improvements have been noted, we are still experiencing impacts to our travel clients but the extent and duration of such impact sustaining this trend will in the long term is largely uncertain as it is part be dependent on future developments that cannot be accurately predicted at this time, including, but not limited to, the emergence of variants and sub-variants,

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international regulations and restrictions that inhibit cross-border travel, global availability of vaccines and administration of vaccination, the rate of "herd immunity" "herd immunity", and the impact of these and other factors on travel behavior.

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If we are unable to enter or expand new client verticals or sub-verticals, including our relatively new B2B payment vertical, or if our solutions for any new vertical fail to achieve market acceptance, our operating results could be adversely affected and we may be required to reconsider our growth strategy.

Our growth strategy is influenced, in part, on our ability to expand into new client verticals and sub-verticals, including our relatively new B2B payment vertical. The B2B payment vertical represents a relatively new market for us, and we have limited prior experience with the key enterprise resource planning (ERP) platforms that are critical to the B2B payment vertical. Accordingly, our lack of experience in the B2B payment vertical and with the key ERP platforms may result in operational difficulties, which could cause a delay or failure to integrate and realize the benefits of entering into this vertical. In addition, B2B payments carry a higher risk profile than education or healthcare receivables, and we will be required to devote more resources to manage the increased risk inherent in these payments. Banking and other payment services partners may be more reluctant to support B2B payment flows, and countries with currency controls are less likely to permit payments of a B2B nature. The payment volume and resulting revenue from our B2B payment vertical represents, and is expected for the foreseeable future to represent, less than 10% of our total payment volume and revenue. We expect both the payment volume and the revenue from this vertical to grow over time. As such, failure to grow our payment volume and resulting revenue from our B2B payment vertical may have an adverse effect on our business, operating results and financial condition.

We may be unable to identify new verticals or sub-verticals that meet our criteria for selecting industries that our solutions are ideally suited to address. In addition, our market validation process may not support entry into selected verticals due to our perception of the overall market opportunity or of the willingness of market participants within those verticals to adopt our solutions.

Even if we choose to enter new verticals or sub-verticals, our market validation process does not guarantee our success. We may be unable to tailor our solutions for a new vertical or, in the event that we enter a new vertical by way of a strategic acquisition, we may be unable to leverage the acquired platform in time to take advantage of the identified market opportunity, and any delay in our time-to-market could expose us to additional competition or other factors that could impede our success. In addition, any solution we develop or acquire for a new vertical may not provide the functionality required by potential clients or their customers and, as a result, may not achieve widespread market acceptance within the new vertical. To the extent we choose to enter new verticals, whether organically or via strategic acquisition, we may invest significant resources to develop and expand the functionality of our solutions to meet the needs of customers in those verticals, which investments will occur in advance of our realization of revenue from them.

Consolidation in the payment processing or enablement industry could have a material adverse effect on our business, financial condition and results of operations.

Many payment processing or enablement industry participants are consolidating to create larger and more integrated financial processing systems with greater market power. We expect regulatory and economic conditions to result in additional consolidation in the healthcare industry in the future. As consolidation accelerates, the economies of scale of our clients' organizations may grow. If a client experiences sizable growth following consolidation, it may determine that it no

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longer needs to rely on us and may reduce its demand for our solutions. In addition, as payment processing providers consolidate to create larger and more integrated systems with greater market power, these providers may try to use their market power to negotiate fee reductions for our solutions. Finally, consolidation may also result in the acquisition or future development by our clients of products and services that compete with our solutions. Any of these

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potential results of consolidation could have a material adverse effect on our business, financial condition and results of operations.

We may be adversely affected by global economic and political instability.

As we seek to continue to operate and expand our business, our overall performance will depend in part on worldwide economic and geopolitical conditions. Economies domestically and internationally have been affected from time to time by falling demand for a variety of goods and services, restricted credit, poor liquidity, reduced corporate profitability, employment pressures in services sectors, volatility in the banking ecosystem or credit, equity and foreign exchange markets, bankruptcies, as well as war, terrorist activity, political or social unrest, civil strife and other geopolitical uncertainty, including the effects of ongoing United States-China and Canada-India diplomatic and trade friction, and the resulting impact on business continuity and travel, supply chain disruptions, inflation, security issues, and overall uncertainty with respect to the economy, including with respect to tariff and trade issues. To the extent that inflationary pressures and

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other global factors lead to an economic recession, demand for our solutions, our business and financial condition could be negatively impacted. In addition, from time to time we have reduced expenses and needed to restructure or reorganize certain portions of our operations in order to align our business with market conditions and our strategies, any of which can result in near term expense and harm to our growth prospects.

For example, on February 24, 2022, Russian military forces invaded Ukraine, and continued conflict and disruption in the region is likely, and on October 7, 2023, Hamas terrorists infiltrated Israel's southern border from the Gaza Strip and conducted a series of attacks on civilian and military targets. Hamas also launched extensive rocket attacks on the Israeli population and industrial centers located along Israel's border with the Gaza Strip and in other areas within the State of Israel. On October 8, 2023, Israel formally declared war on Hamas, and thereafter commenced military operations against Hamas in Gaza and the armed conflict is ongoing as of the date of this filing. filing, with Israel and Iran recently exchanging

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missile attacks. Although the length, impact and outcome of the ongoing conflicts in Ukraine and Israel are highly unpredictable, these conflicts could lead to significant market and other disruptions, including significant volatility in commodity prices and supply of energy resources, instability in financial markets, supply chain interruptions, political and social instability, changes in consumer or purchaser preferences as well as an increase in cyberattacks and espionage.

We are actively monitoring the situations in Ukraine and Israel and assessing any potential impact on our business, but to date have not experienced any material impact. We have no way to predict the progress or outcome of the conflicts in Ukraine and Israel as the conflicts, and any resulting government reactions, continue to develop beyond our control and can quickly change. The extent and duration of the military action, sanctions and resulting market disruptions could be significant and could potentially have a substantial impact on the global economy and our business for an unknown period of time. As the adverse effects of these conflicts continue to develop and potentially spread, both in Europe, the Middle East and through the rest of the world, our customers, and customer behavior, may be negatively impacted, which could negatively affect sales and sales cycles and overall demand for our solutions. Further or prolonged impacts on the global economy could also cause businesses to curtail business expenses, which could hinder our ability to attract new clients or result in a decrease in payment volume. It is not possible to predict the ultimate broader consequences of these conflicts and any of the abovementioned factors could have a material adverse effect on our business, financial condition and results of operations, particularly to the extent the conflict escalates to involve additional countries, further economic sanctions and wider military conflicts. Any such disruptions could also magnify the impact of other risks described in this Quarterly Report on Form 10-Q.

In addition, political instability or adverse political developments and new or continued economic deterioration in any of the countries in which we operate could harm our business, results of operations and financial condition.

More recently, inflation rates Inflation and interest rate increases have increased to levels not seen and may in several years, which may the future result in decreased demand for our solutions, increases in our operating costs including our labor costs, constrained credit and liquidity, and volatility in financial markets and the banking ecosystem. The During 2023, the United States Federal Reserve has raised, and may again in the future raise, interest rates in response to concerns over inflation risk. There continues to be uncertainty in the changing market and economic conditions, including the possibility of additional measures that could be taken by the Federal Reserve and other government agencies, related to the COVID-19 pandemic and concerns over inflation risk. A sharp rise in interest rates could have an adverse impact on the fair market value of securities we may invest in as part of our portfolio investments, which could adversely affect our financial results. In addition, 2024 is a presidential election year in the U.S., and political conditions may contribute to economic uncertainty or volatility, irrespective of electoral outcomes, which could adversely affect our business, results of operations and financial condition.

We have an office in Tel Aviv, Israel. Conditions in Israel, including the recent attack by Hamas and other terrorist organizations from the Gaza Strip and Israel's war against them, may affect our operations.

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Because we have an office in Tel Aviv, Israel, our business and operations are directly affected by economic, political, geopolitical and military conditions in Israel. Since the establishment of the State of Israel in 1948, a number of armed conflicts have occurred between Israel and its neighboring countries and terrorist organizations active in the region. These conflicts have involved missile strikes, hostile infiltrations and terrorism against civilian targets in various parts of Israel, which have negatively affected business conditions in Israel.

On October 7, 2023, Hamas terrorists infiltrated Israel's southern border from the Gaza Strip and conducted a series of attacks on civilian and military targets. Hamas also launched extensive rocket attacks on Israeli population and industrial centers located along Israel's border with the Gaza Strip and in other areas within the State of Israel. On October 8, 2023, Israel formally declared war on Hamas, and thereafter commenced military operations against Hamas in Gaza and the armed conflict is ongoing as of the date of this filing. These attacks filing, and has resulted in extensive deaths, injuries and kidnapping of civilians and soldiers. Following the attack, Israel's security cabinet declared war against Hamas and a military campaign against these terrorist organizations commenced in parallel to their continued rocket and terror attacks. Moreover, the clash between Israel and Hezbollah in Lebanon, and the drone attacks by Iran on Israel and Israel's military response, may escalate in the future into a greater regional conflict.

Although we currently do not expect the ongoing conflict to materially affect our business, financial condition and results of operations, there can be no assurances that further unforeseen events will not have a material adverse effect on our business, financial condition and results of operations in the future.

The Israel Defense Force (the "IDF") (IDF), the national military of Israel, is a conscripted military service, subject to certain exceptions. Since October 7, 2023, the IDF has called up more than 350,000 of its reserve forces to serve. It is possible that there will be further military reserve duty call-ups in the future, which may affect our business due to a shortage of skilled labor and loss of institutional knowledge, and necessary mitigation measures we may take to respond to a decrease in labor availability, such as overtime and third-party outsourcing, for example, may have unintended negative effects and adversely impact our business, financial condition and results of operations.

Shelter-in-place and work-from-home measures, government-imposed restrictions on movement and travel and other precautions taken to address the ongoing conflict may temporarily disrupt our employees' ability to effectively perform their daily tasks.

It is currently not possible to predict the duration or severity of the ongoing conflict or its effects on our business, operations and financial conditions. The ongoing conflict is rapidly evolving and developing, and could disrupt our business

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and operations, interrupt our sources and availability of supply and hamper our ability to raise additional funds or sell our securities, among others.

Risks Related to Our Operations

We may not be able to scale our business quickly enough to meet our growing client base, and if we are not able to grow efficiently, our operating results could be harmed.

As usage of our solutions grows and we sign additional clients and technology partners, we will need to devote additional resources to improving and maintaining our infrastructure and global payments network and integrating with third-party applications to maintain the performance of our solutions. In addition, we will need to appropriately scale our internal business systems, including client support, our 24x7 multilingual support to clients' customers and risk and compliance operations, to serve our growing client base.

Any failure of or delay in these efforts could result in interruptions to our solutions, impaired system performance, and reduced client satisfaction, resulting in decreased sales to clients, lower renewal rates by existing clients, the issuance of service credits, or requested refunds, all of which could hurt our revenue growth. If sustained or repeated, these performance issues could reduce the attractiveness of our solutions to clients and their customers and could result in lost client opportunities and lower renewal rates, any of which could hurt our revenue growth, client loyalty, and our reputation. Even if we are successful in these efforts to scale our business, they will be expensive and complex, and require the dedication of significant management time and attention. We could also face inefficiencies or service disruptions as a result of our efforts to scale our internal infrastructure. We cannot be sure that the expansion and improvements to our internal infrastructure will be effectively implemented on a timely basis, if at all, and such failures could adversely affect our business, operating results, and financial condition.

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We enable the transfer of large sums of funds to our clients daily, and are subject to the risk of errors, which could result in financial losses, damage to our reputation, or loss of trust in our brand, which would harm our business and financial results.

For the year ended December 31, 2022 December 31, 2023, we processed over $18.1 billion $24.0 billion in payments on our solutions, compared to approximately $13.2 billion $18.1 billion for the year ended December 31, 2021 December 31, 2022. For the nine three months ended September 30, 2023 March 31, 2024, we processed approximately $18.6 billion $7.0 billion in payments on our solutions. We have grown rapidly and seek to continue to grow,

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and our business is subject to the risk of financial losses as a result of chargebacks for client-related losses, credit losses, operational errors, software defects, service disruption, employee misconduct, security breaches, or other similar actions or errors in our solutions. As a provider of accounts receivable and other payment solutions, we enable the transfer of funds to our clients from their customers. Software errors in our solutions, including as a result of ordinary course updates to our software and systems, and operational errors by our FlyMates and business partners may also expose us to losses. In our business model, subject to certain exceptions, we function as a merchant of record in connection with the receipt of payments by our clients' customers, which subjects us to chargeback risk in the event a client's customer cancels or otherwise does not receive the services for which such customer paid. Although our client contracts allow us to pass such chargeback risk to our client, if the a client has gone out of business, we may be are unable to collect on the chargeback and will bear the economic loss, which will can negatively impact our business.

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Moreover, our trustworthiness and reputation are fundamental to our business. As a global payments enablement and software company, the occurrence of any credit losses, operational errors, software defects, service disruption, employee misconduct, security breaches, or other similar actions or errors in our solutions could result in financial losses to our business and our clients, loss of trust, damage to our reputation, or termination of our agreements with strategic partners, each of which could result in:

- loss of clients or a reduction in use of our solutions by our clients' customers;
- lost or delayed market acceptance and acquisition of new clients;
- legal claims against us;
- regulatory enforcement action; or
- diversion of our resources, including through increased service expenses or financial concessions, and increased insurance costs.

There can be no assurance that the insurance we maintain to cover losses resulting from our errors and omissions will cover all losses or our coverage will be sufficient to cover our losses. If we suffer significant losses or reputational harm as a result, our business, operating results, and financial condition could be adversely affected.

Our management of our operating funds and client funds may be reliant on a limited number of our banking partners and other financial institutions.

As to certain verticals that we may choose to serve, as well as in selected geographical locations, our network of banking and other financial institution partners may be limited. As a result, although we seek to distribute financial and credit risk among multiple financial institutions, from time to time there may be a concentration of operating funds or client fund flows among a more limited number of financial institution partners. These partners are generally heavily regulated by national and local governments, and in some locations may be involved in a multitude of related businesses or part of

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larger, higher-profile financial conglomerates. These partners and suppliers are often subject to strict regulatory requirements and enforcement actions or may experience failures to satisfy capital adequacy conditions that result in a suspension of operations, seizure of assets or closure, which could materially impact the safeguarding of our operating funds or client funds. If we are not able to access our own funds or if client funds were in any way impacted, we could be adversely impacted, including by experiencing reputational damage and claims for restitution, potentially interfering with our existing client relationships or making us less attractive to potential new clients.

Volatility in the banking and financial services sectors ecosystems may impact our bank partnerships and relationships, which could adversely affect our operations and liquidity.

Recent instability Instability and volatility in the banking and financial services sectors, ecosystems, including limited liquidity, defaults, non-performance or other adverse developments that affect the banking ecosystem, or concerns or rumors about any such events or other similar risks, have increased has and may in the future increase uncertainty in the global economy and increased the risk of a

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recession. Volatility in the banking and financial services sectors may impact our bank partnerships and relationships, which could adversely affect our operations and liquidity.

Our cash equivalents include money market funds, which are AAA-rated and comprised of liquid, high-quality debt securities issued by the U.S. government. Our access to our cash and cash equivalents and client funds could be significantly impacted in volatile markets given our concentration in government money market funds or impaired by the financial institutions with which we have arrangements directly, if such financial institutions are facing liquidity constraints or failures. We regularly maintain cash balances at third-party financial institutions in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit. A failure of a depository institution to return these deposits, or if a depository institution is subject to other adverse conditions in the financial or credit markets, could further impact access to our invested cash or cash equivalents and could adversely impact our operating liquidity, financial performance and ability to recover or repay client funds. If one or more of our bank partners were to fail and enter receivership proceedings, we may not be able to withdraw our or our clients' funds in excess of FDIC insurance limits, or may not be able to withdraw such funds in a timely manner, which could adversely affect our brand, business and results of operations, and may lead to regulatory or other claims or litigation, which may be costly to address.

In addition, investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or

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systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us to acquire financing on acceptable terms or at all. Any material decline in available funding or our ability to access our cash and cash equivalents could adversely impact our ability to meet our operating expenses, result in breaches of our contractual obligations or result in violations of federal or state wage and hour laws, any of which could have material adverse impacts on our operations and liquidity.

If we are unable to maintain or expand our ability to offer a variety of local and international payment methods for our clients to make available to their customers, or if we fail to continue to grow and develop preferred payment choices, our business may be materially and adversely affected.

The continued growth and development of our proprietary global payments network will also depend on our ability to anticipate and adapt to changes in client and customer behavior. For example, behavior may change regarding the use of credit and debit card transactions, including the relative increased use of cash, crypto-currencies, other emerging or alternative payment methods and credit card systems that may include strong regional preferences that we or our processing partners do not adequately support. Any failure to timely integrate emerging payment methods into our solutions, anticipate behavior changes, or contract with payment processing partners that support such emerging payment technologies could cause our clients to use our solutions less, resulting in a corresponding loss of revenue, in the event such methods become popular among their customers.

The number and variety of the payment methods we offer or currencies we are able to service may not meet client expectations, or the costs borne by our clients' customers in completing payments may become unsuitable. Accordingly, we may need to change our pricing strategies or reduce our prices, which could harm our revenue, gross profit, and operating results.

We utilize a number of payment providers to clear and settle transactions for our clients, including payments providers such as China UnionPay Co. Ltd. and Adyen N.V. If the services provided by these partners become unavailable due to extended outages or interruptions or because they are no longer available on commercially reasonable terms or prices, or due to regulatory restrictions or for any other reason, our expenses could increase and our ability to process certain payments could be materially interrupted, all of which could harm our business, financial condition, and results of operations. In addition, our agreements with these providers include certain terms and conditions. These providers have broad discretion to change their terms of service and other policies with respect to our business, and those changes may be unfavorable to us. Therefore, we believe that maintaining successful partnerships with these payment providers is critical to our success.

We, our strategic partners and our clients obtain and process large amounts of personal and sensitive data. Any real or perceived improper or unauthorized use of, disclosure of, or access to such data could harm our reputation as a trusted brand, as well as have a material adverse effect on our business.

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We, our strategic partners and our clients, and the third-party vendors that we use, obtain and process large amounts of sensitive data, including personally identifiable information, also referred to as “personal data,” and other potentially sensitive data related to our clients, their customers and each of their transactions, as well as a variety of such data relating to our own workforce and internal operations. We face risks, including to our reputation as a trusted brand, in

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the handling and protection of this data, and these risks will increase as our business continues to expand to include new solutions and technologies.

We are responsible for data security for ourselves and for third parties with whom we partner and under the rules and regulations established by the payment networks, such as Visa, Mastercard and American Express, and debit card networks and by industry regulations and standards that may be promulgated by organizations such as the National Automated Clearing House Association (NACHA), which manages the governance of the Automated Clearing House (ACH) network in the United States. These third parties include our distribution partners and other third-party service providers and agents. We and other third parties collect, process, store and/or transmit personal and sensitive data, such as names, addresses, social security numbers, credit or debit card numbers and expiration dates, driver’s license numbers and bank account numbers. We have ultimate liability to the payment networks and to our customers for our failure or the failure of third parties with whom we contract to protect this data in accordance with Payment Card Industry Data Security Standard (PCI DSS) and network requirements. The loss, destruction or unauthorized modification or disclosure of merchant or cardholder data by us or our contracted third parties could result in significant fines, sanctions, claims, litigation and proceedings or actions against us by the payment networks, governmental entities, clients, client customers or others and damage our reputation.

Similarly, there are existing regulatory regimes designed to protect the privacy of categories of personal or otherwise sensitive data. Relevant U.S. federal privacy laws include the Family Educational Rights and Privacy Act (FERPA), the

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Gramm-Leach-Bliley Act (GLBA), and Health Insurance Portability and Accountability Act (HIPAA). We also are subject to stringent contractual obligations relating to the handling of such data, including obligations that are more restrictive than legally required. For example, under HIPAA, the information we collect during the payment experience may include protected health Information (PHI), and as such, we are considered a “business associate” of the U.S. healthcare clients we

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serve, and we are required to enter into a business associate agreement (BAA) with these clients. The BAAs largely mirror some of the statutory obligations contained in HIPAA, but many contain additional contractual undertakings that give these clients additional remedies in the event of a breach of our obligations to protect the confidentiality of the client's PHI or otherwise meet our contractual obligations. Privacy laws impose a variety of compliance burdens on us and our clients, such as requiring notice to individuals of privacy practices, providing individuals with certain rights to prevent the use and disclosure of protected information, and also imposing requirements for safeguarding and proper destruction of personal information through the issuance of data security standards or guidelines. Privacy laws grant audit rights to our regulators and those of our clients. Any unauthorized disclosure of PHI or other data we are obligated to protect by regulation or contract could result in significant fines, sanctions, or requirements to take corrective action that and could materially adversely affect our reputation and business.

Threats may derive from human error, fraud, or malice on the part of employees or third parties, or from accidental technological failure. For example, certain of our FlyMates have access to personal and sensitive data that could be used to commit identity theft or fraud. Concerns about security increase when we transmit information electronically because such transmissions can be subject to attack, interception, or loss. Also, computer viruses can be distributed and spread rapidly over the Internet and could infiltrate our systems or those of our contracted third parties. Denial of service or other attacks could be launched against us for a variety of purposes, including interfering with our solutions or to create a diversion for other malicious activities. These and other types of actions and attacks could disrupt our delivery of solutions or make them unavailable. Any such actions or attacks against us or our contracted third parties could impugn our reputation, force us to incur significant expenses in remediating the resulting impacts, expose us to uninsured liability, result in the loss of our bank sponsors or our ability to participate in the payment networks, increase our risk of regulatory scrutiny and the costs associated with such scrutiny, subject us to lawsuits, fines or sanctions, distract our management, or increase our costs of doing business.

We and our contracted third parties could be subject to security breaches by hackers. Our encryption of data and other protective measures may not prevent unauthorized access to or use of personal and sensitive data. A breach of a system may subject us to material losses or liability, including payment network fines, assessments and claims for unauthorized purchases with misappropriated credit, debit or card information, impersonation, or other similar fraud claims. A misuse of such data or a cybersecurity breach could harm our reputation and deter clients and their customers from using electronic payments generally and our solutions specifically, thus reducing our revenue. In addition, any such misuse or breach could cause us to incur costs to correct the breaches or failures, expose us to uninsured liability, increase our risk of regulatory scrutiny and the costs associated with such scrutiny, subject us to lawsuits, and result in the imposition of material penalties and fines under state and federal laws or by the payment networks. The insurance coverage we maintain to cover cyber risks may be insufficient to cover all losses. In addition, a significant cybersecurity breach of our systems or communications could result in payment networks prohibiting us from processing transactions on their networks or the loss of our bank sponsors that facilitate our participation in the payment networks, either of which could materially impede our ability to conduct business.

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Additionally, it is also possible that unauthorized access to sensitive customer and business data may be obtained through inadequate use of security controls by our customers, suppliers or other vendors. While we are still not currently aware of any impact that the SolarWinds supply chain attack had on our business, the scope of the attack is still undetermined. Therefore, there is residual risk that we could experience a security breach arising from the SolarWinds supply chain attack.

We have administrative, technical, and physical security measures in place, and we have policies and procedures in place to both evaluate the security protocols and practices of our vendors and to contractually require service providers to whom we disclose personal data to implement and maintain privacy and security measures. However, we cannot provide assurance that the contractual requirements related to security and privacy that we impose on our service providers will be followed, or that those requirements, or our internal measures, will be adequate to prevent the unauthorized use or disclosure of data. If our privacy protection or security measures or those of the previously mentioned third parties are inadequate or are breached as a result of third-party action, employee or contractor error, malfeasance, malware, phishing, hacking attacks, system error, software bugs or defects in our solutions, trickery, process failure, or otherwise, and, as a result, there is improper disclosure of, or someone obtains unauthorized access to or extract funds or sensitive information, including personally identifiable information, on our systems or our partners' systems, or if we suffer a ransomware or advanced persistent threat attack, or if any of the foregoing is reported or perceived to have occurred, our reputation and business could be damaged. Recent high-profile security breaches and related disclosures of personal and

sensitive data by large institutions suggest that the risk of such events is significant, even if privacy protection and security measures are implemented and enforced. If personal or sensitive information is lost or improperly disclosed or threatened to be disclosed, we could incur significant costs associated with remediation and the implementation of additional security measures, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. In addition, we may incur significant liability and financial loss and may be subject to regulatory scrutiny, investigations, proceedings, and penalties. penalties and our reputation may be harmed. Additional risks will emerge to the extent we incorporate artificial intelligence in our solutions. Artificial intelligence algorithms or automated processing of data may be flawed, and datasets may be insufficient or may use third party artificial intelligence with unclear intellectual property rights or interests. Inappropriate or controversial data practices by us or others could subject us to lawsuits, regulatory investigations, legal and financial liability, or reputational harm. Additionally, our use of artificial

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intelligence may create additional cybersecurity risks or increase cybersecurity risks, including risks of security breaches and incidents.

Under our terms of service and our contracts with strategic partners and clients, if there is a breach of payment information that we store, we could be liable for their losses and related expenses. Additionally, if our own confidential business information were improperly disclosed, our business could be materially and adversely affected. A core aspect of our business is the reliability and security of our solutions. Any perceived or actual breach of security, regardless of how it occurs or the extent of the breach, could have a significant impact on our reputation as a trusted brand, cause us to lose existing partners or clients, prevent us from obtaining new partners, clients or customers, require us to expend significant funds to remedy problems caused by breaches and implement measures to prevent further breaches, and expose us to legal risk and potential liability including those resulting from governmental or regulatory investigations, class action litigation, and costs associated with remediation, such as fraud monitoring and forensics. Any actual or perceived security breach at a company providing services to us or our clients could have similar effects.

We cannot be certain that our insurance coverage will be adequate for data handling or data security liabilities actually incurred, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, including our financial condition, operating results, and reputation.

Cyberattacks and security vulnerabilities can disrupt our business and harm our competitive position.

Cyber incidents have been increasing in sophistication and frequency and can include third parties gaining access to employee or customer data using stolen or inferred credentials, computer malware, viruses, spamming, phishing attacks, ransomware, card skimming code, and other deliberate attacks and attempts to gain unauthorized access. Providers of payment and accounts receivable software have frequently been targeted by such attacks and due to the wars in the Ukraine and Gaza and continued political uncertainty involving Russia and Ukraine, and Israel and Hamas, respectively, and potentially other regions of Europe and the Middle East, there is an increased likelihood that escalation of tensions could result in cyberattacks that could either directly or indirectly impact our operations. Because of this, we face additional cybersecurity challenges, including threats to our own IT infrastructure or those of our clients, our customers' clients, and/or third-party providers, that may take a variety of forms ranging from stolen bank accounts, business email

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compromise, client employee fraud, account takeover, or check fraud, to “mega breaches” targeted against payment and accounts receivable software, which could be initiated by individual or groups of hackers or sophisticated cyber criminals using any of the methods described above. A cybersecurity incident or breach could result in disclosure of confidential information and intellectual property, or cause production downtimes and compromised data. We have in the past experienced cybersecurity incidents of limited scale, and we may in the future experience other data security incidents or breaches affecting personally identifiable information or other confidential business information. We may be unable to anticipate or prevent techniques used in the future to obtain unauthorized access or to sabotage systems because they change frequently and often are not detected until after an incident has occurred. As we increase our client base and our brand becomes more widely known and recognized, third parties may increasingly seek to compromise our security controls or gain unauthorized access to our sensitive corporate information or our clients’ (or our clients’ customers’) data.

In February 2024, Change Healthcare (a part of UnitedHealth Group (UHG)) reported that it had been subject to a cyberattack, which resulted in electronic payments and medical claims not being processed by UHG through its claims clearinghouse. UHG has reported that medical claims processed through its systems are now flowing at more than 85% of pre-incident levels as its systems come back online or providers switch to other methods of submission. However, adverse effects of the cyberattack will continue to impact businesses involved in patient payments – including Flywire. Any continuation of these or other impacts caused by such cyberattacks may negatively affect our financial position, results of operations and cash flows.

Our business policies and internal security controls may not keep pace with these evolving threats. Despite the internal control measures, and security procedures we employ to safeguard our systems, we may still be vulnerable to a security breach, intrusion, or loss or theft of personal or sensitive data, which may harm our business, reputation and future financial results. The lost revenue and containment, remediation, investigation, legal and other costs could be significant and may exceed our insurance policy limits or may not be covered by insurance at all. Further, we may be subject to regulatory enforcement actions and litigation that could result in financial judgments or the payment of settlement amounts and disputes with insurance carriers concerning coverage. In addition, sufficient insurance coverage may become increasingly expensive to maintain as incidents increase globally.

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Our risk management efforts may not be effective to prevent fraudulent activities by our customers, FlyMates or other third parties, which could expose us to material financial losses and liability and otherwise harm our business.

Our software provides payment facilitation solutions for a large number of our clients and their customers. We are responsible for performing KYC reviews of our clients, sanctions screening their customers, and monitoring transactions for fraud. We have been and may continue to be targeted by parties who seek to commit acts of financial fraud using techniques such as stolen identities and bank accounts, compromised business email accounts, employee or insider fraud,

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account takeover, false applications, and fake invoicing. We may suffer losses from acts of financial fraud committed by our clients, our clients' customers and purported customers, our FlyMates and payment partners or third parties.

The techniques used to perpetrate fraud are continually evolving and we may not be able to identify all risks created by new solutions or functionality. Our risk management policies, procedures, techniques, and processes may not be sufficient to identify all of the risks to which we are exposed, to enable us to prevent or mitigate the risks we have identified, or to identify additional risks to which we may become subject in the future. Furthermore, our risk management policies, procedures, techniques, and processes may contain errors or our FlyMates or agents may commit mistakes or errors in judgment as a result of which we may suffer large financial losses. The software-driven and highly automated nature of our solutions could enable criminals and those committing fraud to steal significant amounts of money accessing our solutions. As greater numbers of our clients' customers use our solutions, and we serve clients in industries that are at higher risk for fraudulent activity, our exposure to material risk losses from a single client, or from a small number of clients, will increase. In addition, our clients or their customers may suffer losses from acts of financial fraud by third parties posing as us through account takeover, credential harvesting, use of stolen identities and various other techniques, which could harm our reputation, consume significant time of our compliance, security and client relations teams to investigate and remediate, or prompt us to reimburse our clients for such losses in order to maintain client business relationships.

Our current business, the changing and uncertain economic, geopolitical and regulatory environment, and our anticipated domestic and international growth will continue to place significant demands on our risk management efforts, and compliance efforts. As our business grows and becomes more complex, we will need to continue developing and improving and investing in our existing risk management infrastructure, policies, procedures, techniques, and processes. As techniques used to perpetrate fraud on our solutions evolve, we may need to modify our solutions to mitigate fraud risks.

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As our business grows and becomes more complex, we may be less able to forecast and carry appropriate reserves in our books for fraud related losses. Further, these types of fraudulent activities targeting our solutions can also expose us to civil and criminal liability, governmental and regulatory sanctions as well as potentially cause us to be in breach of our contractual obligations to our clients and partners.

If we fail to adapt and respond effectively to rapidly and significantly changing technology, evolving industry standards, changing regulations, and changing business needs, requirements, or preferences, or if we fail to continue to grow and develop our payments solutions, our business may be materially and adversely affected.

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Our future success depends in large part on the continued growth and development of our payments solutions. If such activities are limited, restricted, curtailed or degraded in any way, or if we fail to continue to grow and develop our payments solutions, our business may be materially and adversely affected. The market for payments enablement solutions is relatively new and subject to changes in technology, regulatory regimes, industry standards, payment methods, regulations and client and customer needs. Rapid and significant technological changes, evolving industry standards, changing regulations and business needs continue to confront the verticals in which we operate, including developments in digital banking, open banking, mobile financial apps, as well as developments in cryptocurrencies and in tokenization (e.g., replacing sensitive data such as payment card information) with symbols (tokens) to keep the data safe), blockchain, and artificial intelligence, including machine learning. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes through methods which include launching new solutions and incorporating new technologies, such as generative artificial intelligence, into our solutions.

The success of any new product and service, or any enhancements or modifications to existing solutions, depends on several factors, including the timely completion, introduction, and market acceptance of such solutions, enhancements, and modifications. Our engineering and software development teams operate in different locations across the globe (including teams in Valencia, Spain, Cluj, Romania, Chicago, Tel Aviv, the United States, Israel and Brisbane, Australia), which can create logistical challenges. If we are unable to effectively coordinate with our global technology and development teams to enhance our solutions, add new payment methods or develop new solutions that keep pace with technological and regulatory changes to achieve market acceptance, or if new technologies emerge that are able to deliver competitive solutions that are more effective, secure, convenient or cost effective than our solutions, our business, operating results, and financial condition would be adversely affected. Furthermore, modifications to our existing solutions or technology will increase our technology and development expenses. Any failure of our solutions to operate effectively with existing or future network solutions and technologies could reduce the demand for our solutions, result in clients or clients' customer dissatisfaction and adversely affect our business.

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Artificial intelligence presents risks and challenges that can impact our business including by posing security risks to our confidential information, proprietary information, and personal data.

Issues in the development and use of artificial intelligence, combined with an uncertain regulatory environment, may result in reputational harm, liability, or other adverse consequences to our business operations. As with many technological innovations, artificial intelligence presents risks and challenges that could impact our business. We may adopt and integrate generative artificial intelligence tools into our systems for specific use cases reviewed by legal and information security. Our vendors may incorporate generative artificial intelligence tools into their offerings without disclosing this use to us, and the providers of these generative artificial intelligence tools may not meet existing or rapidly evolving regulatory or industry standards with respect to privacy and data protection and may inhibit our or our vendors' ability to maintain an adequate level of service and experience. If we, our vendors, or our third-party partners experience an actual or perceived breach or

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privacy or security incident because of the use of generative artificial intelligence, we may lose valuable intellectual property and confidential information and our reputation and the public perception of the effectiveness of our security measures could be harmed. Further, bad actors around the world use increasingly sophisticated methods, including the use of artificial intelligence, to engage in illegal activities involving the theft and misuse of personal information, confidential information, and intellectual property. Any of these outcomes could damage our reputation, result in the loss of valuable property and information, and adversely impact our business.

Changes to payment card networks fees or rules could harm our business.

We are required to comply with Mastercard, American Express, and Visa payment card network operating rules and the rules of other regional card (such as China UnionPay or Japan Credit Bureau (JCB)) or payment providers, in connection with our solutions. We have agreed to reimburse our merchant acquirers for any fines they are assessed by payment card networks as a result of any rule violations by us. We may also be directly liable to the payment card networks for rule violations. The payment card networks set and interpret the card operating rules. The payment card networks could adopt new operating rules or interpret or reinterpret existing rules that we or our processors might find

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difficult or even impossible to follow, or costly to implement. For example, the card networks could adopt new rules or reinterpret existing rules to substantially modify how we offer credit card payment methods to our clients, or impose new fees or costs (including demanding a cash reserve from Flywire) that could negatively impact our margins. Card networks also could modify security or fraud detection methodologies that could have a downstream impact on our business, and force us to change our solutions, payment experience or security protocols, which may increase our operating costs. We also may seek to introduce other card-related solutions in the future, which would entail additional operating rules. As a result of any violations of rules, new rules being implemented, or increased fees, we could lose our ability to offer certain cards as a payment method to our clients' customers, or such payments could become prohibitively expensive for us or for our clients. Additionally, from time to time, card networks, including Visa and Mastercard, increase the fees that they charge processors. We could attempt to pass these increases along to our clients and their customers, but this strategy might result in the loss of clients to our competitors who do not pass along the increases. If competitive practices prevent us from passing along the higher fees to our clients and their customers in the future, we may have to absorb all or a portion of such increases, which may increase our operating costs and reduce our profit margins. If we are unable to offer credit cards as a payment method to our clients' customers, our business would be adversely affected.

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If we do not or cannot maintain the compatibility of our solution with evolving software solutions used by our clients, or the interoperability of our solutions with those of our third-party payment providers, payment networks and key software vendors, our business may be materially and adversely affected.

Our solutions integrate with ERP systems, such as Ellucian Company, L.P. in education, Epic Systems Corporation in healthcare, Rezdy Pty Ltd in travel and Oracle Corporation in B2B payments. We automatically synchronize suppliers, clients, client customers, invoices, and payment transactions between our solutions and these systems. This two-way sync eliminates duplicate data entry and provides the basis for managing cash-flow through an integrated solution for accounts receivable, and payments.

In addition, we are subject to certain standard terms and conditions with these partners. These partners have broad discretion to change their terms of service and other policies, and those changes may be unfavorable to us. Therefore, we believe that maintaining successful partnerships with these providers is critical to our future success.

We also rely on our proprietary global payment network comprised of leading global, regional and local banks and technology and payment partners. If we do not or cannot maintain the interoperability of their products or services or the products or our key software vendors that are integral to our solutions, our business may be materially and adversely affected. These third parties periodically update and change their systems, and although we have been able to adapt our solutions to their evolving needs in the past, there can be no guarantee that we will be able to do so in the future. In

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particular, if we are unable to adapt to such changes, we may not be able to utilize these strategic partners and we may lose access to large numbers of clients as a result.

If any of the third party software providers change the features of their application programming interfaces (APIs), discontinue their support of such APIs, restrict our access to their APIs, or alter the terms governing their use in a manner that is adverse to our business, we will not be able to provide synchronization capabilities, which could significantly diminish the value of our solutions and harm our business, operating results, and financial condition.

If we fail to maintain, protect and enhance our brand, our ability to expand our client base will be impaired and our business, operating results, and financial condition may suffer.

We believe that further developing, maintaining, protecting and enhancing our brand domestically and on a global basis is important to support the marketing and sale of our existing and future solutions to new clients and to attracting additional and strategic partners. Successfully further developing, maintaining and enhancing our brand will depend largely on the effectiveness of our marketing and demand generation efforts, our ability to provide reliable and seamless solutions that continue to meet the needs of our clients and their customers at competitive prices, our ability to maintain our clients' trust, our ability to continue to develop new functionality, solutions, and our ability to successfully differentiate solutions from competitive solutions. Our brand promotion activities may not generate client awareness or yield increased revenue, and

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even if they do, any increased revenue may not offset the expenses we incur in building our brand. If we fail to successfully promote and maintain our brand or if we incur excessive expenses in this effort, our business could suffer.

The introduction and promotion of new solutions, as well as the promotion of existing solutions, may be partly dependent on our visibility on third-party advertising platforms, such as Google, LinkedIn, Facebook, or X. Changes in the way these platforms operate or changes in their advertising prices, data use practices or other terms could make the maintenance and promotion of our products and services and our brands more expensive or more difficult. If we are

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unable to market and promote our brands on third-party platforms effectively, our ability to acquire new clients would be materially harmed.

Harm to our brand can arise from many sources, including failure by us or our partners and service providers to satisfy expectations of service and quality; inadequate protection or misuse of sensitive information; fraud committed by third parties using our solutions; compliance failures and claims; litigation, regulatory and other claims; errors caused by us or our partners; and misconduct by our partners, service providers, or other counterparties. In addition, negative statements about us can cause and have caused a decline in the market price of our common stock, divert our management's attention and resources, and could cause other adverse impacts to our business. Partners with whom we maintain relationships could engage in behavior or use their platforms to communicate directly with our clients and their customers in a manner that reflects poorly on our brand and such behavior or communications may adversely affect us. Further, negative publicity or commentary regarding the partners who are, or are perceived to be, affiliated with us may also damage our reputation, even if the negative publicity or commentary is not directly related to us. Any negative publicity about the industries we operate in or our company, the quality and reliability of our solutions, our risk management processes, changes to our products and services, our ability to effectively manage and resolve customer complaints, our privacy, data protection, and information security practices, litigation, regulatory activity, policy positions, and the experience of our customers with us, our products or services could adversely affect our reputation and the confidence in and use of our solutions. If we do not successfully maintain, protect or enhance our brands, our business could be materially and adversely affected.

If we lose key members of our management team or are unable to attract and retain executives and employees we need to support our operations and growth, our business may be harmed.

Our success and future growth depend upon the continued services of our management team and other key employees. Our Chief Executive Officer, Michael Massaro, and our President and Chief Operating Officer, Rob Orgel, are critical to our overall management, as well as the continued development of our solutions, strategic partnerships, culture,

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relationships with financial institutions, and strategic direction. From time to time, there may be changes in our management team resulting from the hiring or departure of executives and key employees, which could disrupt our business. Our senior management and key employees are employed on an at-will basis. In August 2023, we announced that Michael Ellis, We appointed Cosmin Pitigoi as our Chief Financial Officer, would be transitioning from such position in 2024. We have commenced a search for a new Chief Financial Officer but we may experience difficulties or delays in identifying a qualified replacement. effective March 2024. This or other changes in our senior management may be disruptive to our business, and, if we are unable to manage an orderly transition, our business may be adversely affected. We currently have “key person” insurance on our Chief Executive Officer, Michael Massaro, but not for any of the other members of our management team. Certain of our key employees have been with us for a long period of time and have fully vested stock options or other long-term equity incentives that are or may become valuable and are publicly tradable subject to Rule 144 limitations, which may reduce the incentive for each of these key employees to remain at our Company. We cannot ensure that we will be able to retain the services of any members of our senior management or other key employees or that we would be able to timely replace members of our senior management or other key employees should any of them depart. The loss of our Chief Executive Officer, or our President and Chief Operating Officer, or one or more of our senior management, or other key employees could harm our business, and we may not be able to find adequate replacements.

The failure to attract and retain additional qualified personnel could prevent us from executing our business strategy and growth plans.

To execute our business strategy, we must attract and retain highly qualified personnel. Competition for executive officers, software developers, compliance and risk management personnel and other key employees in our industry and locations is intense and increasing, especially in the U.S., where wage inflation has been increasing. We compete with many other companies for software developers with high levels of experience in designing, developing, and managing payment systems, as well as for skilled legal and compliance and risk operations professionals. Many of the companies with which we compete for experienced personnel have greater resources than we do and can frequently offer such personnel substantially greater compensation than we can offer. If we fail to identify, attract, develop and integrate new personnel, or fail to retain and motivate our current personnel, our growth prospects would be adversely affected.

If we cannot maintain our company culture as we grow, our success and our business may be harmed.

We believe our culture has been a key contributor to our success to date and that the critical nature of the solutions that we provide promotes a sense of greater purpose and fulfillment in our FlyMates. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel, which is critical to our growth, and to effectively focus on

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and pursue our corporate objectives. As we grow and develop the infrastructure of a public company, we may find it

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difficult to maintain these important aspects of our culture. If we fail to maintain our culture, our business and competitive position may be adversely affected.

Our sales cycles may be long and vary.

We devote significant resources to establish relationships with new clients and deepen relationships with existing clients. The sales cycles of our solutions tend to vary depending on the client industry sector which may make forecasting more complex and uncertain.

In addition, sales and sale cycles may be based in part or entirely on factors, or perceived factors, not directly related to the features of our solutions, including, among others, a client or prospective client's projection of business growth, uncertainty about economic conditions (including as a result of increased inflationary conditions, recession concernsconcerns and the escalation of hostilities between Russia and Ukraine, and Israel and Hamas), capital budgets, anticipated cost savings from the implementation of our solution, potential preference for internally-developed software solutions, perceptions about our business and solutions, more favorable terms offered by potential competitors, and previous technology investments. Mid-market and large enterprises tend to have more complex operating environments than smaller businesses, making it often more difficult and time-consuming for us to demonstrate the value of our solutions to prospective clients. The decision to use our solutions may also be an enterprise-wide decision, and require us to provide greater levels of education regarding the use and benefits of our solutions, which may result in additional time, effort, and money spent on our sales cycle without any assurance that our efforts will be successful in generating any sales. Often, major hospital systems and national or state higher education systems will solicit service offers by issuing requests for proposals (RFPs), RFPs, which are generally a time- and resource-intensive process, with no assurances of being selected as a vendor after the RFP process is completed. Additionally, large enterprises typically have longer implementation cycles, especially hospital and education systems, require greater product functionality and scalability and a broader range of services, demand that vendors take on a larger share of risks, sometimes require longer testing periods that delay general availability of our solutions, and expect greater payment flexibility from vendors. All of these factors can add further risk to business conducted with these clients. If we fail to realize an expected sale from a large end-client in a particular quarter or at all, our business, operating results, and financial condition could be materially and adversely affected.

In addition, we may face unexpected deployment challenges with enterprise clients. It may be difficult to deploy our software solutions if a client has unexpected database, hardware or software technology issues, or if a client insists on a more customized or unique solution that is time intensive or that we have little prior experience in delivering. Decisions on

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timing of deployments may also be impacted by cost and availability of personnel. Any difficulties or delays in the initial implementation could cause clients to reject our solutions or lead to the delay or non-receipt of future orders, in which case our business, operating results and financial condition would be harmed.

Our operating results depend in substantial part on our ability to deliver a successful client experience and persuade our clients to grow their relationship with us over time. As we expect to grow rapidly, our client acquisition costs could outpace our build-up of recurring revenue, and we may be unable to reduce our total operating costs through economies of scale such that we are unable to achieve profitability. Any increased or unexpected costs or unanticipated delays, including delays caused by factors outside of our control, could cause our operating results to suffer.

We typically incur significant upfront costs in our client relationships, and if we are unable to develop or grow these relationships over time, we are unlikely to recover these costs and our operating results may suffer.

We devote significant resources to establish relationships with new clients and deepen relationships with existing clients. Our sales cycle for our solutions can be variable, typically ranging from three to nine months from initial contact to contract execution. However, there is potential for our sales cycle to extend beyond three to nine months. During the period of our sales cycle, our efforts involve educating our clients about the use, technical capabilities and benefits of our solutions. Our operating results depend in substantial part on our ability to deliver a successful client experience and persuade our clients to grow their relationship with us over time. As we expect to grow rapidly, our client acquisition costs could outpace our build-up of recurring revenue, and we may be unable to reduce our total operating costs through economies of scale such that we are unable to achieve or maintain profitability. Any increased or unexpected costs or unanticipated delays, including delays caused by factors outside of our control, could cause our operating results to suffer.

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If we fail to offer high-quality client support, or if our support is more expensive than anticipated, our business and reputation could suffer.

Our clients and their customers rely on our support services to resolve issues and realize the full benefits provided by our solutions. High-quality support is also important for the expansion of the use of our solutions with existing clients and their customers. We provide multilingual support over chat, email or via telephone. The number of our clients, and the number of their customers utilizing our solutions, has grown significantly and such growth, as well as any future growth, will put additional pressure on our client service organization. If we do not help our clients and their customers quickly resolve issues and provide effective ongoing support, or if our support personnel or methods of providing support are insufficient to meet the needs of our clients and their customers, our ability to retain clients and their customers and acquire new clients and customers could suffer, and our reputation with existing or potential clients could be harmed.

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Providing an exceptional client experience requires significant time and resources from our client service team. Therefore, failure to scale our client service organization adequately may adversely impact our business results and financial condition.

In addition, as we continue to operate and grow our operations and continue to expand to new jurisdictions, we need to be able to provide efficient client service that meets our clients' needs globally at scale. In geographies where we sell through our channel partners, if we are unable to provide a high quality client experience tailored to the language and culture of the applicable jurisdiction, our business operations and reputation may suffer.

We may require additional capital to support the growth of our business, and this capital might not be available on acceptable terms, if at all.

We have funded our operations since inception primarily through equity and debt financings, sales of our solutions, and fees. We cannot be certain when or if our operations will generate sufficient cash to fully fund our ongoing operations or the growth of our business. We intend to continue to make investments to support our business, which may require us to engage in equity or debt financings to secure additional funds. Additional financing may not be available on terms favorable to us, if at all. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could harm our business, operating results, and financial condition. If we incur additional debt, the debt holders would have rights senior to holders of common stock to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue additional equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in the future will depend on numerous considerations, including factors beyond our control, we cannot predict or estimate the amount, timing, or nature of any future issuances of debt or equity securities. As a result, our stockholders bear the risk of future issuances of debt or equity securities reducing the value of our common stock and diluting their interests.

Our business could be harmed as a result of the risks associated with our acquisitions.

As part of our business strategy, we have in the past and intend to continue to seek to acquire or invest in businesses, products or technologies that could complement or expand our business, enhance our technical capabilities or otherwise offer growth opportunities by providing us with additional intellectual property, client relationships and geographic coverage. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating, and pursuing suitable acquisitions, whether or not such acquisitions are completed. In addition, we can provide no assurances that we will be able to find and identify desirable acquisition targets or that we will be successful in entering into a definitive agreement with any one target. In addition, even if we reach a definitive agreement

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with a target, there is no assurance that we will complete any future acquisition or if we do acquire additional businesses, we may not be able to integrate them effectively following the acquisition or effectively manage the combined business following the acquisition.

Any acquisitions we undertake or have recently completed, including the acquisitions of StudyLink in November 2023 and Cohort Go in July 2022, and WPM in December 2021, will likely be accompanied by business risks which may include, among other things:

- the effect of the acquisition on our financial and results, strategic position and or reputation;
- the failure of an acquisition to result in expected benefits, which may include benefits relating to enhanced revenues technology, human resources, costs savings, operating efficiencies, goodwill and other synergies;

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- the difficulty, cost and management effort required to integrate the acquired businesses, including costs and delays in implementing common systems and procedures and costs and delays caused by communication difficulties;
- the assumption of certain known or unknown liabilities of the acquired business, including litigation-related liabilities
- the reduction of our cash available for operations and other uses, the increase in amortization expense related to identifiable assets acquired, potentially dilutive issuances of equity securities or the incurrence of debt;
- a lack of experience in new markets, new geographies, new business culture, products or technologies or an initial dependence on unfamiliar distribution partners;

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- the possibility that we will pay more than the value we derive from the acquisition;
- the impairment of relationships with our clients, clients' customers, partners or suppliers or those of the acquired business; and
- the potential loss of key employees of the acquired business.

These factors could harm our business, results of operations or financial condition.

In addition to the risks commonly encountered in the acquisition of a business or assets as described above, we may also experience risks relating to the challenges and costs of closing a transaction. The risks described above may be

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exacerbated as a result of managing multiple acquisitions at once.

Systems failures and resulting interruptions in the availability of our solutions could harm our business.

Our systems and those of our service providers and partners have experienced from time to time, and may experience in the future, service interruptions or degradation because of hardware and software defects or malfunctions, distributed denial-of-service and other cyberattacks, insider threats, human error, earthquakes, hurricanes, floods, fires, and other natural disasters, including events resulting from climate change, war or other military conflict, including an escalation of the conflicts between Russia and Ukraine, and Israel and Hamas, respectively, power losses, disruptions in telecommunications services, fraud, computer viruses or other malware, or other events. Some of our systems are not fully redundant, and our disaster recovery planning may not be sufficient for all possible outcomes or events. In addition, as a provider of payments solutions targeted to highly regulated clients in industries such as education and healthcare, we are subject to heightened scrutiny by regulators that may require specific business continuity, resiliency and disaster recovery plans, and more rigorous testing of such plans, which may be costly and time-consuming to implement, and may divert our resources from other business priorities.

A prolonged interruption in the availability, speed, or functionality of our solutions or payment methods could materially harm our business. Frequent or persistent interruptions in our solutions could cause current or potential clients and their customers to believe that our systems are unreliable, leading them to switch to our competitors or to avoid or reduce the use of our solutions, and could permanently harm our reputation and brand. Moreover, if any system failure or similar event results in damages to our clients or their customers and business partners, these clients, customers or partners could seek significant compensation or contractual penalties from us for their losses, and those claims, even if unsuccessful, would likely be time-consuming and costly for us to address.

We have undertaken and continue to make certain technology and network upgrades and redundancies which are designed to improve the reliability of our solutions. These efforts are costly and time-consuming, involve significant technical risk and may divert our resources from new features and solutions, and there can be no guarantee that these efforts will succeed. Because we are a regulated payments institution in certain jurisdictions, frequent or persistent interruptions could lead to regulatory scrutiny, significant fines and penalties, and mandatory and costly changes to our business practices, and ultimately could cause us to lose existing licenses that we need to operate or prevent or delay us from obtaining additional licenses that may be required for our business.

We use public cloud hosting with Amazon Web Services (AWS) and depend on AWS' ability to protect their data centers against damage or interruption from natural disasters, power or telecommunications failures, criminal acts, and similar events. Our operations depend on protecting the cloud infrastructure hosted by AWS by maintaining the configuration, architecture, and interconnection specifications, as well as the information stored in these virtual data

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centers and transmitted by third-party internet service providers. In limited occasions, we have experienced service disruptions in the past, and may experience interruptions or delays in our solutions in the future. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the data storage services we use. Although we have disaster recovery plans that utilize various data storage locations, any incident affecting our data storage or internet service providers' infrastructure that may be caused by fire, flood, severe storm, earthquake, power loss, telecommunications failures, unauthorized intrusion, computer viruses and disabling devices, natural disasters, war or other military conflict, including an escalation of the conflict between Russia and Ukraine, terrorist attacks, negligence, and other similar events beyond our control could negatively affect our solutions. Any prolonged service disruption affecting our solutions could damage our reputation with current and potential clients, expose us to liability, cause us to lose clients, or otherwise harm our business. In the event of damage or interruption to our solutions, our insurance policies may not adequately compensate us for any losses that we may incur.

In addition, we may experience financial losses due to a number of factors, including:

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- third party disruptions, including potential outages at network providers and other suppliers;
- supply chain impacts, including shortages of goods, raw materials, increased prices or delays in shipment;
- challenges to the availability and reliability of our network due to changes to normal operations;
- increased cyber and payment fraud risk, related to the lingering impact of the COVID-19 pandemic, as cybercrimir attempt DDoS related attacks, phishing scams and other disruptive actions, given the shift to online banking, e-commerce and other online activity, as well as more FlyMates working remotely as a result of the pandemic; remot and
- system failures or outages, including any potential disruptions due to significantly increased global demand on cer cloud-based systems, could compromise our ability to provide our solutions in a timely manner, which could harm ability to conduct business or delay our financial reporting. Such failures could adversely affect our operating resul and financial condition.

Our solutions are accessed by many of our clients and their customers, often at the same time. As we continue to expand the number of clients that we serve and solutions that we are able to offer to our clients and their customers, we may not be able to scale our technology to accommodate the increased capacity requirements, which may result in interruptions or delays in service. In addition, the failure of data centers, internet service providers, or other third-party service providers to meet our capacity requirements could result in interruptions or delays in access to our solutions or impede our ability to grow our business and scale our operations. If our third-party infrastructure service agreements are terminated, or there is a lapse of service, interruption of internet service provider connectivity, or damage to data centers,

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we could experience interruptions in access to our solutions as well as delays and additional expense in arranging new facilities and services.

We also rely on components, applications, and services supplied by third parties, including payment service providers and merchant acquirer partners which subjects us to risks. If these third parties experience operational interference or disruptions, breach their agreements with us, fail to perform their obligations and meet our expectations, or experience a cybersecurity incident, our operations could be disrupted or otherwise negatively affected, which could result in client dissatisfaction, regulatory scrutiny, and damage to our reputation and brand, and materially and adversely affect our business.

In addition, we are continually improving and upgrading our systems and technologies. Implementation of new systems and technologies is complex, expensive, and time-consuming. If we fail to timely and successfully implement new systems and technologies, or improvements or upgrades to existing information systems and technologies, or if such systems and technologies do not operate as intended, this could have an adverse impact on our business, internal controls (including internal controls over financial reporting), results of operations, and financial condition.

Risks Related to Our Legal, Regulatory and Compliance Landscape

We currently handle cross-border and domestic payments and plan to expand our solutions to new clients, to accept and settle payments in new countries and in new currencies, and to increase our global network to allow us to offer local and alternative payment methods, creating a variety of operational challenges; additionally, our domestic and international operations subject us to increased risks, which could harm our business.

Our business is subject to risks inherent in conducting business globally, including cross-border payments and domestic payments in the United States and certain other markets. Our handling of domestic and cross-border payments

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to our clients generates a significant portion of our revenues, with a substantial portion of such revenues coming from payments processed from Asia (including India, China and Korea). We expect that international revenues will continue to account for a significant percentage of total net revenues for the foreseeable future, and that in particular, the proportion of our revenue from Asia will continue to increase. Current events, including the possibility of renegotiated trade deals and international tax law treaties, United States-China and Canada-India diplomatic and trade friction, heightened tensions between China and Taiwan and the escalation of the conflicts between Russia and Ukraine, and Israel and Hamas, respectively, create a level of uncertainty, and potentially increased complexity, for multinational companies. These uncertainties could have a material adverse effect on our business and our results of operations and financial condition. In addition, international operations are subject to various risks which could have a material adverse effect on those operations or our business as a whole, including:

- foreign currency exchange rate volatility;

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- adverse economic conditions in the United States and globally, including economic slowdown, inflation, recession concerns and the disruption, volatility and tightening of credit and capital markets;

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- risks related to government regulation or required compliance with local laws; multiple complex, potentially conflictin and changing governmental laws and regulations;
- local licensing and reporting obligations or the imposition of currency controls which make it impossible or increasingly difficult for our clients to collect payments from international customers;
- local regulatory and legal obligations related to privacy, data protection, data localization, and user protections;
- the need to localize our solutions, including offering clients and their customers the ability to transact business in the local currency and adapting our solutions to local preferences, in markets in which we may have limited or no experience;
- trade barriers and changes in trade regulations;
- the impact of government sanctions on our ability to offer services in a region, such as the sanctions recently announced issued by the U.S. and other countries against Russia;
- difficulties in developing, staffing, and managing a large number of varying foreign operations as a result of distance language, and cultural differences;
- stringent local labor laws and regulations;
- limitations on the repatriation of cash, including imposition or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries;
- diplomatic friction, political or social unrest, war or other military conflict, including an escalation of the conflict between Russia and Ukraine, and between Israel and Hamas, respectively, economic instability, repression, or human rights issues;
- natural disasters, global pandemics such as COVID-19 or other public health emergencies, acts of war, and terrorism;
- compliance with U.S. laws and foreign laws prohibiting corrupt payments to government officials, such as the Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act, and other local anti-corruption laws;
- compliance with U.S. and foreign laws designed to combat money laundering and the financing of terrorist activities
- retaliatory tariffs and restrictions limiting free movement of currency and an unfavorable trade environment, includin as a result of political conditions and changes in the laws in the United States and elsewhere and as described in

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more detail below;

- antitrust and competition regulations;

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- expanded compliance with potentially conflicting and changing laws of taxing jurisdictions where we conduct business and applicable U.S. tax laws as they relate to international operations, the complexity and adverse consequences of such tax laws, and potentially adverse tax consequences due to changes in such tax laws or level of enforcement, including the recently enacted Inflation Reduction Act of 2022, which includes a minimum corporate tax which could result in an additional tax liability in a given year;
- expected or actual extended federal government shutdowns, partisan gridlock that results in the inability of Congres to take action or changes to government policy;
- national or regional differences in macroeconomic growth rates; and
- increased difficulties in collecting accounts receivable.

Foreign operations may also expose us to political, social, regulatory and economic uncertainties affecting a country or region, or to political hostility to investments by foreign or private equity investors. Many financial markets are not as developed or as efficient as those in the United States, and as a result, liquidity may be reduced and price volatility may

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be higher in those markets than in more developed markets. The legal and regulatory environment may also be different, particularly with respect to bankruptcy and reorganization, and may afford us less protection as a creditor than we may be entitled to under U.S. law. Financial accounting standards and practices may differ, and there may be less publicly available information in respect of such companies.

Restrictions imposed or actions taken by foreign governments could include exchange controls, seizure or nationalization of foreign deposits and adoption of other governmental restrictions which adversely affect the prices of securities or the ability to repatriate profits. For instance, we process a substantial amount of payments from China. The Chinese government imposes controls on the convertibility of the Renminbi the currency of China, into foreign currencies and, in certain cases, the remittance of currency out of China. The Chinese government may at its discretion further restrict access in the future to foreign currencies for current account transactions. transactions, or impose regulatory requirements that may require modifications to our business model for our clients' payors located in China. In addition, income received

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by us from sources in some countries may be reduced by withholding and other taxes. Any such taxes paid by us will reduce the net income or return from such investments. While we will take these factors into consideration in making investment decisions, including when hedging positions, no assurance can be given that we will be able to fully avoid these risks or generate sufficient risk-adjusted returns.

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

Payments and other financial services-related regulations and oversight are material to our business. Our failure to comply could materially harm our business.

The local, state, and federal laws, rules, regulations, licensing schemes, and industry standards in the United States and other jurisdictions in which we operate that govern our business include, or may in the future include, those relating to consumer finance and consumer protection, cross-border and domestic money transmission, foreign exchange, payments services (such as money transmission, payment processing, and settlement services), AML and CFT, escheatment, international sanctions regimes, and compliance with the PCI DSS. These laws, rules, regulations, licensing schemes, and standards are enforced by multiple authorities and governing bodies in the United States, including the Department of the Treasury, the Federal Deposit Insurance Corporation, the SEC, Consumer Financial Protection Bureau (CFPB), the Federal Trade Commission, self-regulatory organizations, and numerous state and local regulators and law enforcement agencies. Our clients also have their own regulatory obligations, and they expect our solutions to comply with the regulatory requirements that are applicable to their businesses. For additional discussion about the regulatory environment that we and our clients operate in, please see "Business–Regulation and Industry Standards" in our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023. As we expand into new jurisdictions, the number of foreign laws, rules, regulations, licensing schemes, and standards governing our business will expand as well. In addition, as our business and solutions continue to develop and expand, we may become subject to additional laws, rules, regulations, licensing schemes, and standards. We may not always be able to accurately predict the scope or applicability of certain laws, rules, regulations, licensing schemes, or standards to our business, particularly as we expand into new areas of operations, which could have a significant negative effect on our existing business and our ability to pursue future plans.

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Certain of our subsidiaries are registered with the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). Our subsidiary Flywire Global Corp. has obtained licenses to operate as a money transmitter (or the statutory equivalent) in 42 43 U.S. jurisdictions, and is in the process of applying for a license in, to the best of our

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knowledge, all U.S. states and territories where such licensure or registration is required in order to be able to offer additional business lines in the future. As a licensed money transmitter, we are (and in the states where we are awaiting licensure, will be) subject to obligations and restrictions with respect to the investment of client funds, reporting requirements, bonding requirements, minimum capital requirements, and inspection by state regulatory agencies concerning various aspects of our business. Evaluation of our compliance efforts, as well as the questions of whether and to what extent our solutions are considered money transmission, are matters of regulatory interpretation and could change over time. In addition, there are substantial costs involved in maintaining and renewing our licenses, certifications, and approvals, and we could be subject to fines or other enforcement action if we are found to violate disclosure, reporting, AML, CFT, capitalization, corporate governance, or other requirements of such licenses.

If we fail to predict how a U.S. law or regulation or a law or regulation from another jurisdiction in which we operate will be applied to us, we could be subject to additional licensure requirements and/or administrative enforcement actions.

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This could also require changes to the manner in which we conduct some aspects of our business or potential product changes, and require us to pay fines, penalties, or compensation to clients for past non-compliance. At the federal level, we are registered as a MSB with FinCEN. For additional discussion of the requirements of our MSB registration, please see "Business – Regulation and Industry Standards" in our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023. At the state level, we rely on various exemptions from state money transmitter licensing requirements, and regulators may find that we have violated applicable laws or regulations because we are not licensed or registered as a money transmitter in all of the U.S. jurisdictions we service. We believe, based on our business model, that we have valid exemptions from licensure under various state money transmission laws, either expressly as a payment processor or agent of the payee, or pursuant to common law as an agent of the payee. While we believe we have defensible arguments in support of our positions under the state money transmission statutes, we have not expressly obtained confirmation of such positions from the state banking departments who administer the state money transmission statutes. It is possible that certain state banking departments may determine that our activities are not exempt. Any determination that we are in fact required to be licensed under the money transmission statute of a state where we are not yet licensed may require substantial expenditures of time and money to remediate and could lead to liability in the nature of penalties or fines, costs, legal fees, reputational damage or other negative consequences. We could be required to cease operations in some or all of the U.S. jurisdictions we service and where we are not yet licensed, which determination would have a materially adverse effect on our business, including our financial condition, operating results, and reputation. In the past, certain competitors have been found to violate laws and regulations related to money transmission, and they have been subject to fines and other penalties by regulatory authorities.

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The adoption of new money transmitter or MSB statutes in jurisdictions or changes in regulators' interpretation of existing state and federal money transmitter or MSB statutes or regulations could subject us to new registration or licensing requirements. There can be no assurance that we will be able to obtain or maintain any such licenses in all of the jurisdictions we service, and, even if we were able to do so, there could be substantial costs and potential product changes involved in maintaining such licenses, which could have a material and adverse effect on our business. These factors could impose substantial additional costs, involve considerable delay to the development or provision of our solutions, require significant and costly operational changes, or prevent us from providing our solutions in any given market.

The regulatory environment in which we operate is subject to constant change, and new regulations could make aspects of our business as currently conducted no longer possible.

In the future, as a result of the regulations applicable to our business, we could be subject to investigations and resulting liability, including governmental fines, restrictions on our business, or other sanctions, and we could be forced to cease conducting certain aspects of our business with residents of certain jurisdictions, be forced to change our business practices in certain jurisdictions, or be required to obtain additional licenses or regulatory approvals. For example, because a majority of voters in the U.K. approved an exit from the E.U. (commonly referred to as Brexit), we were required to obtain a license from a member state of the European Economic Area (EEA) which would allow us to continue to provide our solutions to clients located in the EEA under a principle known as "passporting". We were able to obtain a license as an authorized payment institution from the Bank of Lithuania in September 2019 and subsequently obtained the right to passport our solutions to other EEA member states.

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Government agencies may impose new or additional rules on money transmission, which may increase our costs of doing business, including, but not limited to regulations that:

- prohibit, restrict, and/or impose taxes or fees on money transmission transactions in, to or from certain countries or with certain governments, individuals, and entities;
- impose additional client identification and client due diligence requirements;
- impose additional reporting or recordkeeping requirements, or require enhanced transaction monitoring;
- limit the types of entities capable of providing money transmission services, or impose additional licensing or registration requirements;
- impose minimum capital or other financial requirements;
- limit or restrict the revenue that may be generated from money transmission, including revenue from the transaction value associated with the payment method used by our clients' customers and platform-related fees for access to our solutions and invoice and payment plan fees;

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- require enhanced disclosures to our money transmission clients or their customers;
- require the principal amount of money transmission transactions originated in a country to be invested in that countr or held in trust until paid;
- limit the number or principal amount of money transmission transactions that may be sent to or from a jurisdiction, whether by an individual or in the aggregate; and
- restrict or limit our ability to process transactions using centralized databases, for example, by requiring that transactions be processed using a database maintained in a particular country or region.

We are subject to governmental laws and requirements regarding economic and trade sanctions, AML and CFT that could impair our ability to compete in international markets or subject us to criminal or civil liability if we violate them.

We are currently required to comply with U.S. economic and trade sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Controls (OFAC) OFAC and we have processes in place to comply with the OFAC regulations as well as similar requirements in the foreign jurisdictions in which we already operate. As part of our compliance efforts, we scan our clients and their customers against watch lists promulgated by OFAC and certain other international agencies. Our application can be accessed from nearly anywhere in the world, and if our service is accessed from a sanctioned country or otherwise accessed or used in violation of applicable trade and economic sanctions, we could be subject to fines or other enforcement actions. In the course of implementing geolocation data-based sanctions screening measures, we identified certain payments which, based on geolocation data, appear to have been initiated from Cuba, Iran, or Syria, in potential violation of applicable sanctions regimes. We have made a voluntary submission to OFAC in August 2023 to report the potential violations. violations, and filed an additional submission in April 2024. Although the internal investigation completed to date suggests that any loss incurred as a result of this matter would not be material to our business, if OFAC ultimately concludes a any violation has occurred in connection with these or other transactions, it could result in penalties, fines, costs, and restrictions on our ability to do business, which could also harm our operating results.

We are also subject to various AML and CFT laws and regulations around the world that prohibit, among other things, our involvement in transferring the proceeds of criminal or terrorist activities. In the United States, most of our solutions are subject to AML laws and regulations, including the BSA, and similar laws and regulations. The BSA, among other things, requires MSBs to develop and implement risk-based AML programs, to report large cash transactions and suspicious activity, and in some cases, to collect and maintain information about clients who use their services and maintain other transaction records. Regulators and third-party auditors have identified gaps in how similar businesses have implemented

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AML programs, and we could likewise be subject to significant fines, penalties, inquiries, audits, investigations, enforcement actions, and criminal and civil liability if our AML program is found to be insufficient by a regulator.

Our business operations in other parts of the world such as the U.K., Lithuania, Canada, Australia, Hong Kong, New Zealand and Singapore are subject to similar laws and requirements. Regulators in the United States and globally continue to increase

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their scrutiny of compliance with these obligations, which may require us to further revise or expand our compliance program, including the procedures we use to verify the identity of our clients and to monitor transactions on our system, including payments to persons outside of the United States. Regulators regularly re-examine the transaction volume thresholds at which we must obtain and keep applicable records or verify identities of clients, and any change in such thresholds could result in greater costs for compliance. Similarly, as a condition to doing business with us, our banking and other strategic partners also impose ongoing obligations on us related to AML and CFT and sanctions screening. Any failure on our part to maintain the necessary processes and policies to comply with these regulations and requirements, or to adapt our processes and policies to changes in laws, would subject us to penalties, fines, or loss of key relationships which would have a material adverse effect on our business and results of operations. Furthermore, government sanctions imposed with respect to Russia's invasion of Ukraine in early 2022 are impacting our ability to offer our services in the region, and additional sanctions could be imposed in the future. Further instability or tension in Russia, Ukraine, and the surrounding region could also cause us to adjust our operating model, which would increase our costs of operations.

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Any actual or perceived failure to comply with governmental regulation and other legal obligations, particularly those related to privacy, data protection, and information security, could harm our business. Compliance with such laws could also result in additional costs and liabilities to us or inhibit sales of our solutions.

Our clients and their customers store personal and business information, financial information and other sensitive information through our solutions. In addition, we collect, store, and process personal and business information and other data from and about actual and prospective clients, their customers, our FlyMates and our service providers and other business partners, as well as their personnel. Our handling of data is subject to a variety of laws and regulations, including

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regulation by various government agencies, such as the U.S. Federal Trade Commission (FTC), and various state, local, and foreign agencies. Our data handling is also subject to contractual obligations and industry standards.

The U.S. federal and various state and foreign governments have adopted or proposed limitations on the collection, distribution, use, and storage of data relating to individuals and businesses, including the use of contact information and other data for marketing, advertising, and other communications with individuals and businesses. In the United States, various laws and regulations apply to the collection, processing, disclosure, and security of certain types of data, including the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the Gramm Leach Bliley Act, FERPA, HIPAA, and the now in question E.U.-U.S. and Swiss—U.S. Privacy Shield protections, as well as state laws relating to privacy and data security. Additionally, the FTC and many state attorneys general are interpreting federal and state consumer protection laws as imposing standards for the online collection, use, dissemination, and security of data. For example, California enacted the California Consumer Protection Act (CCPA), which took effect on January 1, 2020 and became enforceable by the California Attorney General on July 1, 2020, and broadly defines personal information. The CCPA creates new individual privacy rights for consumers (as that term is broadly defined) and places increased privacy and security obligations on entities handling personal data of consumers or households. The CCPA requires covered companies to provide certain disclosures to California consumers about its data collection, use and sharing practices, provide such consumers with ways to opt-out of certain sales or transfers of personal information, provides for civil penalties for violations, and allows for a new private right of action for data breaches that has resulted in an increase in data breach litigation. It remains unclear, however, how the CCPA will be interpreted. As currently written, it will likely impact our business activities and exemplifies the vulnerability of our business to not only cyber threats but also the evolving regulatory environment related to personal data and protected health information. On August 24, 2022, the California Attorney General announced the entry of a final judgment enforcement action resulting in a fine and settlement under the CCPA, as the defendant was ordered to pay a $1.2 million penalty and, among other things, implement a monitoring and reporting program to demonstrate its ongoing compliance with the CCPA.

Additionally, a new California ballot initiative, the California Privacy Rights Act (CPRA), which was passed in November 2020. Effective starting 2020 and became effective on January 1, 2023, the CPRA imposed additional obligations on companies covered by the legislation and significantly modified the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also created a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. The effects of the CCPA and the CPRA are potentially significant and may require us to modify our data collection or processing practices and policies and to incur substantial costs and expenses in an effort to comply and increase our potential exposure to regulatory enforcement and/or litigation.

The laws and regulations relating to privacy and data security are evolving, can be subject to significant change, and may result in ever-increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions. The CCPA, in particular, has prompted a number of proposals for new federal and state-level privacy legislation, which could increase our potential liability and adversely affect our business. Virginia became Several states in the second state after California to enact a broad privacy law with the passage of the Virginia Consumer Data Protection Act (CDPA) on March 2, 2021. The

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CDPA contains several new requirements for covered companies U.S. have proposed or enacted laws that may add operational challenges, including a greater

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emphasis on transparency, broader affirmative consent or opt-in requirements to process sensitive personal data, broader opt-out rights and data protection assessment requirements for certain sales of personal data as well as targeted advertising and profiling, and an appeal process for denials of consumer rights requests. The law took effect January 1, 2023, the same day as the CPRA. Colorado became the third state with the passage of the Colorado Privacy Act (CPA) on July 8, 2021. Like the CDPA, the CPA provides consumers the right to opt out of processing for sales of personal data, targeted advertising, and profiling, provides the right to appeal a business' denial to take action, among other new consumer rights, requires data protection assessments for certain processing activities, and, unlike the CDPA, grants the Attorney General rulemaking powers. The law took effect on July 1, 2023. Unlike in California, neither law provides for a private right of action. We anticipate that more states may enact legislation contain obligations similar to the CCPA which provides consumers with new and CPRA that have taken effect or will take effect in coming years. The U.S. federal government also is contemplating federal privacy rights and increases the privacy and security obligations legislation. The effects of entities handling certain personal information of such consumers. For example, the Utah Consumer Privacy Act became law on March 24, 2022. The Utah recently proposed or enacted legislation most closely mirrors Virginia's CDPA and will go into effect on December 31, 2023. Oregon enacted a rigorous privacy law – the Oregon Consumer Privacy Act (OCPA) – that will go into effect on July 1, 2024. The OCPA incorporates provisions from the CPA and its unique rules, elements of the Connecticut Data Privacy Act and Virginia's CDPA, and an amalgamation of other laws while also introducing its own unique requirements. potentially are far-reaching. Such proposed legislation if enacted, may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data and could result in increased compliance costs and/or changes in business practices and policies.

Many of the foreign jurisdictions where we or our clients operate or conduct business, including the E.U., have laws and regulations dealing with the collection, use, storage, and disclosure and other handling (collectively, processing) of personal information, which in some cases are more restrictive than those in the U.S. In addition to regulating the processing of personal information within the relevant jurisdictions, these legal requirements often also apply to the processing of personal information outside these jurisdictions, where there is some specified link to the relevant jurisdiction. For example, we have multiple offices in Europe and serves clients and their customers throughout the E.U., where the General Data Protection Regulation (GDPR) went into effect in 2018. The GDPR, which is also the law in Iceland, Norway, Liechtenstein, and—to a large degree—the U.K., has an extensive global reach and imposes robust

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obligations relating to the processing of personal information, including documentation requirements, greater control for data subjects (e.g., the “right to be forgotten” and data portability), security requirements, notice requirements, restrictions on sharing personal information, data governance obligations, data breach notification requirements, and restrictions on the export of personal information to most other countries. The solutions that we currently offer subject us to many of these laws and regulations in many of the foreign jurisdictions where we operate or conduct business, and these laws and regulations may be modified or subject to new or different interpretations, and new laws and regulations may be enacted in the future.

Recent legal Legal developments have created compliance uncertainty regarding some transfers of personal information from the U.K. and EEA to locations where we or our clients operate or conduct business, including the United States and potentially Singapore, particularly with respect to cross-border transfers. Under the GDPR, such transfers can take place only if certain conditions apply or if certain data transfer mechanisms are in place. In July 2020, the Court of Justice of the E.U. ruled in its “*Schrems II*” “Schrems II” decision (C-311/18), that the Privacy Shield, a transfer mechanism used by thousands of companies to transfer data between those jurisdictions and United States (and also used by us), was invalid and could no longer be used due to the strength of United States surveillance laws. In September 2020, the Federal Data Protection and Information Commissioner of Switzerland (where the law has a similar restriction on the export of personal information) issued an opinion concluding that the Swiss-U.S. Privacy Shield Framework does not provide an adequate level of protection for data transfers from Switzerland to the United States pursuant to Switzerland’s Federal Act on Data Protection. We and our clients continue to use alternative transfer strategies, including the European Commission’s Standard Contractual Clauses (SCCs), while the authorities interpret the *Schrems II* decision and the validity of alternative data transfer mechanisms. The SCCs, though previously approved by the European Commission, have faced challenges in European courts (including being called into question in the *Schrems II* decision), and may be further challenged, suspended or invalidated for transfers to some or all countries. For example, guidance regarding *Schrems II* issued by the European Data Protection Board (which is comprised of representatives from every E.U. member state’s top data protection authority) have cast serious doubt on the validity of SCCs for most transfers of personal information to the United States. At present, there are few if any viable alternatives to the Privacy Shield and the SCCs, so such developments may necessitate further expenditures on local infrastructure, changes to internal business processes, changes to clients and clients' customer facing solutions, or may otherwise affect or restrict our sales and operations.

On June 4, 2021, the European Commission released the final Implementing Decision on SCCs (New SCCs) for the transfer of personal data from the E.U. to “third countries” such as the US. The New SCCs will repeal and replace the existing SCCs (dating from 2001, 2004 and 2010) and address the entry into force of the GDPR) and the July 2020 decision of the CJEU in Schrems II, which invalidated the E.U.-U.S. Privacy Shield. The New SCCs broadly follow the

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draft implementing decision on standard contractual clauses (Draft SCCs) issued by the European Commission on November 12, 2020, but there are some material differences. The Draft SCCs' significant and extensive new requirements for data importers that act as controllers (for example, obligations to give notice to data subjects and to notify personal data breaches to EU authorities) remain, but have been aligned more closely with the GDPR requirements. While the New SCCs are not immediately in force, compliance with them will be required for new transfer agreements entered into from late September 2021. SCCs then in effect were required to be replaced with the New SCCs by December 27, 2022.

On July 10, 2023, the European Commission formally approved the new EU-U.S. Data Privacy Framework (the "Framework"), under which European entities will now be able to transfer personal data to Framework participants in the U.S. without having to put in place additional data protection safeguards or use the Standard Contractual Clauses for data transfers. We are in the process of evaluating how we may self-certify as a participating organization with the U.S. Department of Commerce.

E.U. data protection authorities have the power to impose administrative fines for violations of the GDPR of up to a maximum of €20 million or 4% of a corporate family's total worldwide global turnover for the preceding fiscal year, whichever is higher. Such penalties are in addition to any civil litigation claims by clients, data subjects or other third parties. We believe that the solutions that we currently offer subject us to the GDPR and other laws and regulations relating to privacy, data protection, and information security, and these may be modified or subject to new or different interpretations in the future. We will need to take steps to address compliance obligations in this rapidly evolving legal environment, but we cannot assure you that we will be able to implement changes in a timely manner or without significant disruption to our business, or that such steps will be effective, and we may face the risk of liability and loss of business.

In addition, further to the U.K. exit from the E.U. on January 31, 2020, the GDPR ceased to apply in the U.K. at the end of the transition period on December 31, 2020. However, as of January 1, 2021, the U.K.'s European Union (Withdrawal) Act 2018 incorporated the GDPR (as it existed on December 31, 2020 but subject to certain U.K. specific amendments) into U.K. law (referred to as the U.K. GDPR). The U.K. GDPR and the U.K. Data Protection Act 2018 set

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out the U.K.'s data protection regime, which is independent from but aligned to the E.U.'s data protection regime. Non-compliance with the U.K. GDPR may result in monetary penalties of up to £17.5 million or 4% of worldwide revenue, whichever is higher. Like the GDPR, the U.K. GDPR restricts personal data transfers outside the U.K. to countries not

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regarded by the U.K. as providing adequate protection (this means that personal data transfers from the U.K. to the EEA remain free flowing).

On June 28, 2021, the European Commission adopted an adequacy decision under the GDPR, thereby recognizing that the U.K.'s data protection system continues to provide the same protections with respect to personal data as when it was an EU member state, and enabling the continued exchange of personal data between the E.U. and the U.K. The adequacy decision facilitates the implementation of the E.U.-U.K. Trade Cooperation Agreement, which foresaw the need for bilateral data flow and continued cooperation. The adequacy decision does, however, include a 'sunset clause', limiting its duration to four years, at which point the European Commission will need to once again review the safeguards in place in the U.K.'s post-Brexit legal system and decide if the adequacy decision may be renewed.

This lack of clarity on future U.K. laws and regulations and their interaction with E.U. laws and regulations could add legal risk, uncertainty, complexity and cost to our handling of E.U. personal information and our privacy and data security compliance programs. It is possible that over time the U.K. Data Protection Act 2018 could become less aligned with the GDPR, which could require us to implement different compliance measures for the U.K. and the E.U. and result in potentially enhanced compliance obligations for E.U. personal data.

In Asia, there has been an increase in both regulation and enforcement of privacy laws. The Act on Protection of Personal Information originally enacted in June 2020 by the Japanese government, was amended and came into effect on April 1, 2022 (Amended APPI). Since the passage of the Amended APPI, a number of implementing regulations and supporting documents have been released, addressing the requirements for transferring personal data outside Japan, notifying security breaches and creating pseudonymous information exempt from certain obligations under the Amended APPI. We have taken steps to address compliance obligations that apply to us under the Amended APPI, but cannot assure you that such steps will be effective, and we may face the risk of increased costs, liability and loss of business.

China (home to the most online users in the world), is one of the latest countries to pass a new omnibus privacy law. China passed its new Data Security Law (DSL) in June 2021 DSL and its new Personal Information Protection Law (PIPL) PIPL in August 2021. The DSL applies to a wide range of data processing activities including, but not limited to, processing personal information. With extraterritorial scope and severe fines and penalties, these laws are set to impose an increasingly complex and comprehensive legal framework for processing personal information when doing business in

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China. The PIPL is enforced and administered by the Cyberspace Administration of China and relevant state and local government departments. The law draws from the GDPR, with heavy penalties up to the greater of 5% of the previous year's revenue (possibly global) or $7.7 million. Chinese authorities have demonstrated a willingness to impose significant fines for violations of PIPL and other privacy laws, as evidenced by recent enforcement actions against Alibaba Group Holding Ltd and Didi Global Inc. in 2022.

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As a reaction to data security concerns, in 2022, the Australian parliament recently approved a bill to amend the country's privacy legislation, significantly increasing the maximum penalties for companies and data controllers who suffer large-scale data breaches to the greater of: (i) AU$50 million, (ii) three times the value of any benefit obtained through the misuse of information, and (iii) 30% of a company's adjusted turnover in the relevant period. Previously, the penalty for severe data exposures was AU$2.22 million, considered by the current parliament to be wholly inadequate to incentivize companies to improve their data security mechanisms. The Office of the Australian Information Commissioner will have has new regulatory tools and flexibility that should, together with an ongoing focus on funding enforcement, see a more proactive regulator with capacity and capability to investigate and litigate more privacy incidents in Australia.

We have taken steps to address compliance obligations that apply to us under the Amended APPI, the DSL, the PIPL and applicable Australian regulations, but cannot assure you that such steps will be effective, and we may face the risk of increased costs, liability and loss of business.

In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards that, if adopted, may apply to us, or which clients or clients' customers may require us to adopt. Because the interpretation and application of privacy and data protection laws, regulations, rules, and other standards are still uncertain, it is possible that these laws, rules, regulations, and other actual or alleged legal obligations, such as contractual or self-regulatory obligations, may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the functionality of our solutions. If so, in addition to the possibility of fines, lawsuits and other claims, we could be required to fundamentally change our business activities and practices or modify our software, which could have an adverse effect on our business. Any failure or perceived failure by us to comply with laws, regulations, policies, legal, or contractual obligations, industry standards, or regulatory guidance relating to privacy or data security, may result in governmental investigations and enforcement actions, litigation, fines and penalties, or adverse

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publicity, and could cause our clients and partners to lose trust in us, which could have an adverse effect on our reputation and business. We expect that there will continue to be new proposed laws, regulations, and industry standards relating to privacy, data protection, marketing, consumer communications, and information security, and we cannot determine the impact such future laws, regulations, and standards may have on our business. Future laws, regulations, standards, and other obligations or any changed interpretation of existing laws or regulations could impair our ability to develop and market new functionality and maintain and grow our client base and increase revenue. Future restrictions on the collection, use, sharing, or disclosure of data, or additional requirements for express or implied consent of our clients, partners, or end

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users for the use and disclosure of such information could require us to incur additional costs or modify our solutions, possibly in a material manner, and could limit our ability to develop new functionality.

If we are not able to comply with these laws or regulations, or if we become liable under these laws or regulations, we could be directly harmed, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources or to discontinue certain solutions, which would negatively affect our business, financial condition, and operating results. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise adversely affect the growth of our business. Furthermore, any costs incurred as a result of this potential liability could harm our operating results.

We are subject to anti-corruption, anti-bribery, and similar laws, and non-compliance with such laws can subject us to criminal or civil liability and harm our business.

We are subject to the FCPA, the U.K. Bribery Act, U.S. domestic bribery laws, and other anti-corruption laws. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly to generally prohibit companies, their employees, and their third-party intermediaries from authorizing, offering, or providing, directly or indirectly, improper payments or benefits to recipients in the public sector. These laws also require that we keep accurate books and records and maintain internal controls and compliance procedures designed to prevent any such actions. We maintain operations and serve clients in several countries around the world. Although we do not target government entities as clients, some of our clients may receive funding or other support from local, state, provincial or national governments. As we maintain and seek to increase our international cross-border business and expand operations abroad, we may engage with business partners and third-party intermediaries to market our services and to obtain necessary permits, licenses, and other regulatory approvals. In addition, we or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We

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can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our FlyMates, representatives, contractors, partners, and agents, even if we do not explicitly authorize such activities.

While we maintain policies and training programs for our FlyMates related to anti-corruption, anti-bribery and gift giving, and include representations regarding legal compliance in our contracts with vendors and strategic partners, there can be no assurances that these policies, training programs or contractual provisions will be observed or enforceable. We cannot assure you that all of our FlyMates and agents will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. As we increase our international business, our risks under these laws may increase.

Detecting, investigating, and resolving actual or alleged violations of anti-corruption laws can require a significant diversion of time, resources, and attention from senior management. In addition, noncompliance with anti-corruption or anti-

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bribery laws could subject us to whistleblower complaints, investigations, sanctions, settlements, prosecution, enforcement actions, fines, damages, other civil or criminal penalties, injunctions, suspension or debarment from contracting with certain persons, reputational harm, adverse media coverage, and other collateral consequences. If any subpoenas are received or investigations are launched, or governmental or other sanctions are imposed, or if we do not prevail in any possible civil or criminal proceeding, our business, operating results, and financial condition could be materially harmed. In addition, responding to any action will likely result in a materially significant diversion of management's attention and resources and significant defense costs and other professional fees.

In February 2022, following Russia's invasion of Ukraine, the United States and other countries announced sanctions against Russia. The sanctions announced by the United States and other countries against Russia to date include restrictions on selling or importing goods, services or technology in or from affected regions, travel bans and asset freezes impacting connected individuals and political, military, business and financial organizations in Russia, severing Russia's largest bank from the U.S. financial system, barring some Russian enterprises from raising money in the U.S. market and blocking the access of Russian banks to financial markets. The United States and other countries could impose wider sanctions and take other actions should the conflict further escalate. While it is difficult to anticipate the impact the sanctions announced to date may have on us, any further sanctions imposed or actions taken by the United States or

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other countries, and any retaliatory measures by Russia in response, could increase our costs, reduce our sales and earnings or otherwise have an adverse effect on our operations.

If we fail to adequately protect our proprietary rights, our competitive position could be impaired and we may lose valuable assets, generate less revenue and incur costly litigation to protect our rights.

Our success is dependent, in part, upon protecting our proprietary technology. We rely on a combination of copyrights, trademarks, service marks, trade secret laws, the domain name dispute resolution mechanism, confidentiality procedures, and contractual provisions to establish and protect our proprietary rights. However, effective protection of intellectual property rights is expensive, both in terms of application and maintenance costs, as well as the costs of defending and enforcing those rights, and the steps we take to protect our intellectual property may be inadequate. We do not have patents covering any of our technology and do not actively pursue patents. Any of our trademarks, or other intellectual property rights may be challenged or circumvented by others, or narrowed or invalidated through administrative process or litigation. There can be no guarantee that others will not independently develop similar solutions or duplicate any of our solutions. Furthermore, legal standards relating to the validity, enforceability, and scope of protection of intellectual

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property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our solutions and use information that we regard as proprietary to create solutions that compete with ours.

We pursue registration of copyrights, trademarks, and domain names in the United States and in certain jurisdictions outside of the United States, but doing so may not always be successful or cost-effective. We may be unable or, in some instances, choose not to obtain legal protection for our intellectual property, and our existing and future intellectual property rights may not provide us with competitive advantages or distinguish our solutions from those of our competitors. The laws of some foreign countries may not protect our intellectual property rights to the same extent as the laws of the United States, and effective intellectual property protection and mechanisms may be uncertain or unavailable in those jurisdictions. We may need to expend additional resources to defend our intellectual property in such countries, and the inability to do so could impair our business or adversely affect our international expansion. Particularly given the international nature of the Internet, the rate of growth of the Internet, and the ease of registering new domain names, we may not be able to detect unauthorized use of our intellectual property or take prompt enforcement action. Furthermore, the growing use of generative artificial intelligence presents an increased risk of unintentional and/or unauthorized disclosure or use of our intellectual property rights.

We endeavor to enter into agreements with our FlyMates, consultants and contractors and with parties with whom we do business in order to acquire intellectual property rights developed as a result of service to us, as well as to limit access to and disclosure of our proprietary information. No assurance can be given that our intellectual property related

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agreements with our FlyMates, consultants, contractors clients, their customers, or strategic partners and others will be effective in controlling access to and distribution of our solutions and proprietary information, potentially resulting in the unauthorized use or disclosure of our trade secrets and other intellectual property, including to our competitors, which could cause us to lose any competitive advantage resulting from this intellectual property. Further, these agreements do not prevent our competitors or partners from independently developing technologies that are substantially equivalent or superior to our solutions. In addition, individuals not subject to invention assignment agreements may make adverse ownership claims to our current and future intellectual property.

To protect our intellectual property rights, we may be required to spend significant resources to monitor, protect and defend these rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time consuming, and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our solutions, impair the functionality of our solutions, delay introductions of new features, integrations, and capabilities, result in our substituting inferior or more costly technologies into our solutions, or injure our reputation. In addition, we may be

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required to license additional technology from third parties to develop and market new features, integrations, and capabilities, and we cannot be certain that we could license that technology on commercially reasonable terms or at all, and our inability to license this technology could harm our ability to compete.

We may in the future be subject to intellectual property disputes, which are costly and may subject us to significant liability and increased costs of doing business.

We may in the future become subject to intellectual property disputes. Lawsuits are time-consuming and expensive to resolve and they divert management's time and attention. We cannot predict the outcome of lawsuits and cannot

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assure you that the results of any such actions will not have an adverse effect on our business, operating results, or financial condition. During litigation, we may become subject to provisional rulings, including preliminary injunctions requiring us to cease some or all of our operations. We may decide to settle legal disputes on terms that are unfavorable to us. Furthermore, such disputes, even those without merit, may subject us to an unfavorable judgment that we may not choose to appeal or that may not be reversed upon appeal. In such a situation, we could be required to pay substantial damages or license fees to third party patent owners. In addition, we may also be required to modify, redesign, reengineer, or rebrand our solutions, or stop making, licensing, or providing solutions that incorporate the asserted intellectual property. Alternatively, we may enter into a license agreement to continue practices found to be in violation of a third party's rights. If we are required, or choose to enter into, royalty or licensing arrangements, such arrangements may not be available on reasonable terms or at all. In addition, we may also be contractually obligated to indemnify our clients in the event of infringement of a third party's intellectual property rights.

Our use of "open source" software could negatively affect our ability to offer and sell access to our solutions and subject us to possible litigation.

We use open source software in our solutions and expect to continue to use open source software in the future. There are uncertainties regarding the proper interpretation of and compliance with open source licenses, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to use such open source software, and consequently to provide or distribute our solutions. Although use of open source software has historically been free, recently several open source providers have begun to charge license fees for use of their software. If our current open source providers were to begin to charge for these licenses or increase their license fees significantly, this would increase our research and development costs and have a negative impact on our results of operations and financial condition.

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Additionally, we may from time to time face claims from third parties claiming ownership of, or seeking to enforce the terms of, an open source license, including by demanding release of source code for the open source software, derivative works or our proprietary source code that was developed using, or that is distributed with, such open source software. These claims could also result in litigation and could require us to make our proprietary software source code freely available, require us to devote additional research and development resources to change our solutions or incur additional costs and expenses, any of which could result in reputational harm and would have a negative effect on our business and operating results. In addition, if the license terms for the open source software we utilize change, we may be forced to reengineer our solutions or incur additional costs to comply with the changed license terms or to replace the affected open source software. Further, use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of software or

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indemnification for third party infringement claims. Although we have implemented policies to regulate the use and incorporation of open source software into our solutions, we cannot be certain that we have not incorporated open source software in our solutions in a manner that is inconsistent with such policies.

Indemnity and liability provisions in various agreements potentially expose us to substantial liability for intellectual property infringement, data protection, and other losses.

Our agreements with some of our technology partners and certain clients include indemnification provisions under which we agree to indemnify them for losses suffered or incurred as a result of claims of intellectual property infringement, data protection, damages caused by us to property or persons, or other liabilities relating to or arising from our solutions or other contractual obligations. Some of these indemnity agreements provide for uncapped liability and some indemnity provisions survive termination or expiration of the applicable agreement. Large indemnity payments could harm our business, operating results, and financial condition. We may incur substantial liability, and we may be required to cease use of certain functions of our solutions, as a result of intellectual property related claims. Any dispute with a client or technology partner with respect to these obligations could have adverse effects on our relationship with that client or technology partner and other existing or new clients or technology partners, and harm our business and operating results. In addition, although we carry insurance, our insurance may not be adequate to indemnify us for all liability that may be imposed, or otherwise protect us from liabilities or damages with respect to claims alleging compromises of client or clients' customer data, and any such coverage may not continue to be available to us on acceptable terms or at all.

New or revised tax regulations, unfavorable resolution of tax contingencies or changes to enacted tax rates could adversely affect our tax expense.

As a multinational organization, we may be subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the application, interpretation and enforcement of which can be uncertain. Changes in tax laws or their interpretations could result in changes to enacted tax rates and may require complex computations to be

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performed that were not previously required, significant judgments to be made in interpretation of the new or revised tax regulations and significant estimates in calculations, as well as the preparation and analysis of information not previously relevant or regularly produced. Future changes in enacted tax rates could negatively affect our results of operations.

For example, the recently enacted Inflation Reduction Act of 2022 includes a minimum tax equal to fifteen percent of the adjusted financial statement income of certain corporations as well as a one percent excise tax on share buybacks, effective for tax years beginning in 2023. When effective, it is possible that the minimum tax could result in an additional tax liability over the regular federal corporate tax liability in a given year based on differences between book and taxable income (including as a result of temporary differences).

The vast majority of states have considered or adopted laws that impose tax collection obligations on out-of-state companies. States where we have nexus may require us to calculate, collect, and remit taxes on sales in their jurisdiction. Additionally, the Supreme Court of the United States recently ruled in South Dakota v. Wayfair, Inc. et al (Wayfair) that online sellers can be required to collect sales and use tax despite not having a physical presence in the buyer's state. In response to Wayfair, or otherwise, states or local governments may enforce laws requiring us to calculate, collect, and remit taxes on sales in their jurisdictions. We may be obligated to collect and remit sales and use tax in states in which we have not collected and remitted sales and use tax. A successful assertion by one or more states requiring us to collect taxes where we historically have not or presently do not do so could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. The imposition by state governments or local governments of sales tax collection obligations on out-of-state sellers could also create additional administrative burdens for us, put us at a perceived competitive disadvantage if they do not impose similar obligations on our competitors, and decrease our future sales, which could adversely affect our business and operating results.

Relevant foreign taxing authorities may disagree with our determinations as to whether we have established a taxable nexus, often referred to as a "permanent establishment", or the income and expenses attributable to specific jurisdictions. In addition, these authorities may take aggressive tax recovery positions that the funds flows we process are subject to value added tax or goods and services tax. If disagreements with relevant taxing authorities on other unknown matters were to occur, and our position was not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations.

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Our tax returns and positions are subject to review and audit by federal, state, local and international taxing authorities. An unfavorable outcome to a tax audit could result in higher tax expense, thereby negatively affecting our results of operations and cash flows. We have recognized estimated liabilities on the balance sheet for material known tax

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exposures relating to deductions, transactions and other matters involving some uncertainty as to the proper tax treatment of the item. These liabilities reflect what we believe to be reasonable assumptions as to the likely final resolution of each issue if raised by a taxing authority. While we believe that the liabilities are adequate to cover reasonably expected tax risks, there can be no assurance that, in all instances, an issue raised by a tax authority will be finally resolved at a financial amount no more than any related liability. An unfavorable resolution, therefore, could negatively affect our financial position, results of operations and cash flows in the current and/or future periods.

Our ability to use our net operating losses (NOL) to offset future taxable income may be subject to certain limitations.

As of September 30, 2023 March 31, 2024, we had U.S. federal NOL carryforwards of approximately $115.5 million $47.4 million and state NOL carryforwards of approximately $108.7 million $81.8 million. The federal and material state NOL carryforwards will begin to expire in 2030 and 2024, respectively. In general, under Sections 382 and 383 of the United States Internal Revenue Code of 1986, as amended (Code), a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change NOLs and other tax attributes such as research tax credits to offset future taxable income. An “ownership change” pursuant to Section 382 of the Code generally occurs if one or more stockholders or groups of stockholders who own at least 5% of the company’s stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. If it is determined that we have in the past experienced an ownership change including, but not limited to, as a result of our initial public offering, or if we undergo one or more ownership changes as a result of future transactions in our stock, then our ability to utilize NOLs and other pre-change tax attributes could be limited by Sections 382 and 383 of the Code. Future changes in our stock ownership, many of which are outside of our control, could result in an ownership change under Sections 382 or 383 of the Code. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. For these reasons, we may not be able to utilize a material portion of the NOLs, even if we were to achieve profitability.

During 2022, we the Company completed a Section 382 study from January 1, 2010, the first day of the first taxable year that we had NOL carryforwards, through June 30, 2021. During this period, we underwent two ownership changes for Section 382 purposes. The ownership changes occurred on June 29, 2011 (the June 2011 Change) and July 12, 2013 (the July 2013 Change) as result of our issuance and sale of preferred stock. Approximately $14.9 million of NOLs were generated through December 31, 2013. As a result of the ownership changes all identified, $1.6 million of Flywire's Flywire’s NOLs as and $0.2 million of the June 2011 Change and the July 2013 Change are subject to limitation under Section 382, of which $1.6 million Simplee’s NOLs will expire unutilized, assuming sufficient taxable income is generated in the future. Additionally, we completed a The Company is in the process of updating its Section 382 study for Simplificare (Simplee)

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which we acquired and preliminary indications show there will be no additional limitations in February 2020. The study was completed for the periods from August 26, 2010, the inception using Federal and State NOL carryforwards.

Table of Simplee, through February 13, 2020, the date that we acquired Simplee. During this period, Simplee underwent four ownership changes. The ownership changes occurred on October 27, 2010, April 13, 2011, May 10, 2012 (the May 2012 Change), all in connection with the issuance and sale of preferred stock, and February 13, 2020 (the February 2020 Change), in connection with its complete acquisition by Flywire. Approximately $35.7 million of NOLs were generated through February 13, 2020. As a result of the ownership changes, all of Simplee's NOLs as of the May 2012 Change and the February 2020 Change are subject to limitation under Section 382, of which $0.2 million NOLs will expire unutilized, assuming sufficient taxable income is generated in the future. Contents

Under the Tax Cuts and Jobs Act enacted in 2017 (Tax Act) as modified by the Coronavirus Aid, Relief, and Economic Security Act enacted in 2020, (CARES Act), U.S. federal NOL carryforwards generated in taxable periods beginning after December 31, 2017 may be carried forward indefinitely, but the deductibility of such NOL carryforwards in taxable years beginning after December 31, 2020 is limited to 80% of taxable income. In addition, federal NOLs arising in tax years ending after December 31, 2017 can be carried forward indefinitely, but carryback is generally prohibited. NOLs generated in tax years beginning before January 1, 2018 will not be subject to the taxable income limitation, and NOLs generated in tax years ending before January 1, 2018 will continue to have a two-year carryback and twenty-year carryforward period. Deferred tax assets for NOLs will need to be measured at the applicable tax rate in effect when the NOL is expected to be utilized. Similar rules may apply under state tax laws. The changes in the carryforward/carryback periods as well as the new limitation on use of NOLs may significantly impact our valuation allowance assessments for NOLs generated after December 31, 2017.

Risks Related to Being a Public Company

As a public company, we are obligated to develop and maintain proper and effective internal control over financial reporting, and if we fail to develop and maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable laws and regulations could be impaired.

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As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the Exchange Act), the Sarbanes-Oxley Act of 2002 (Sarbanes-Oxley Act), the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank), the listing requirements of The Nasdaq Global Select Market (Nasdaq), and other applicable securities rules and regulations. Compliance with these rules and regulations will increase our legal and financial compliance costs, make some activities more difficult, time consuming, or costly, and increase demand on our systems and resources. The Exchange Act requires, among other things, that we file annual, quarterly, and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. It may require significant resources and management oversight to maintain and, if necessary, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard. As a result, management's attention may be diverted from other business concerns, which could adversely affect our business and operating results. To comply with these requirements, we may need to hire more employees in the future or engage outside consultants, which would increase our costs and expenses.

As a "large accelerated" filer, we are required, pursuant to Section 404 of the Sarbanes-Oxley Act (Section 404), to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. Effective internal control over financial reporting is necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could cause us to fail to meet our reporting obligations. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock.

This assessment includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting and our independent registered public accounting firm will be required to issue an opinion on the effectiveness of our internal control over financial reporting. We expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the auditor attestation requirements of Section 404. Furthermore, we will also have to file a more expansive proxy statement and are subject to shorter filing deadlines, which will require additional time and expense as well.

An independent assessment of the effectiveness of our internal controls could detect problems that our management's assessment might not. Undetected material weaknesses in our internal controls could lead to financial statement restatements and require us to incur the expense of remediation. We are required to disclose changes made in our internal control and procedures on a quarterly basis. To comply with the requirements of being a public company, we have undertaken and may expect to need to continue to undertake various actions, such as implementing new internal controls and procedures, hiring risk professionals, accounting and internal audit staff, and engaging outside consultants, which will increase our operating expenses.

We are actively engaged in the ongoing costly and challenging process of performing the evaluation needed to comply with Section 404. We may not be able to complete our evaluation, testing, and any required remediation in a timely

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fashion. During the evaluation and testing process, if we identify material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective.

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If we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion on the effectiveness of our internal control, including as a result of a material weakness, we could lose investor confidence in the accuracy and completeness of our financial reports, which could cause the price of our common stock to decline, and we may be subject to investigation or sanctions by the SEC. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on Nasdaq.

Increased scrutiny from investors and others or changes in regulations regarding our environmental, social, governance, or sustainability responsibilities could result in additional costs or risks and adversely impact our reputation, employee retention, and willingness of partners, clients or our clients' customers to do business with us.

Investor advocacy groups, certain institutional investors, investment funds, other market participants, stockholders, and consumer groups have focused increasingly on ESG or "sustainability" practices of companies. These parties have placed increased importance on the implications of the social cost of their investments. We have convened a cross-functional working group to further enhance our commitment to sustainability and ESG, and recognize the importance of communicating our progress on ESG to our stakeholders. As part of its responsibilities, our ESG working group is assessing opportunities for communicating progress on our priority initiatives. However, if our ESG practices do not meet

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(or (or are viewed as not meeting) investor or other industry stakeholder expectations and standards, which continue to evolve, our brand, reputation and employee retention may be negatively impacted, including based on an assessment of our ESG practices. Any sustainability report that we publish or sustainability disclosure we make may include our policies and practices on a variety of social and ethical matters, including corporate governance, community involvement, environmental compliance, employee health and safety practices, cybersecurity and privacy, human capital management, and workforce equity, inclusion and diversity. It is possible that stakeholders may not be satisfied with our ESG practices or the speed of their adoption. We could also incur additional costs and require additional resources to monitor, report, and comply with various ESG practices. Also, our failure, or perceived failure, to meet the standards included in any

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sustainability disclosure could negatively impact our reputation, employee retention, and the willingness of our partners, clients or our clients' customers to do business with us.

In addition, increasing governmental interest in, and public awareness of, the impacts and effects of climate change and greater emphasis on sustainability by federal, state, and international governments could lead to further regulatory efforts to address the carbon impact of housing and travel. In particular, the current regulatory landscape regarding climate change (including disclosure requirements and requirements regarding energy and water use and efficiency), both within the United States and in many other locations where we operate worldwide, is evolving at a pace, and is likely to continue to develop in ways, that require our business to adapt. Many U.S. states, either individually or through multi-state regional initiatives, have begun to address greenhouse gas emissions, including disclosure requirements relating thereto, and some U.S. states have also adopted various ESG-related efforts, initiatives and requirements. As a result, governments may enact new laws and regulations and/or view matters or interpret laws and regulations differently than they have in the past, including laws and regulations which are responsive to ESG trends or otherwise seek to reduce the carbon emissions relating to travel and set minimum energy efficiency requirements, which could materially adversely affect our business, results of operations, and financial condition. The legislative landscape continues to be in a state of constant change as well as legal challenge with respect to these laws and regulations, making it difficult to predict with certainty the ultimate impact they will have on our business in the aggregate.

We will continue to incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to compliance with our public company responsibilities and corporate governance practices.

As a public company, we will continue to incur significant legal, accounting, and other expenses as a result of operating as a public company, which we expect to further increase increased during 2023 as a result of becoming a "large accelerated" filer. The Sarbanes-Oxley Act, Dodd-Frank, the listing requirements of the Nasdaq, and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel devote a substantial amount of time to compliance with these requirements and interacting with public company investors and securities analysts. These obligations and constituents require significant attention from our management team and could divert their attention away from the day-to-day management of our business, which could harm our business, operating results, and financial condition. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. We cannot predict or estimate the amount of additional costs we will incur as a public company or the specific timing of such costs.

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Risks Related to Ownership of Our Common Stock

The price of our common stock may be volatile or may decline regardless of our operating performance and you may not be able to resell your shares at or above the price you paid for them.

An active or liquid market in our common stock may not be sustainable. The market price of our common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- overall performance of the equity markets;
- our operating performance and the performance of other similar companies;
- delays in the roll out of new solutions;
- changes in our projected operating results that we provide to the public, our failure to meet these projections or changes in recommendations by securities analysts that elect to follow our common stock;
- regulatory actions with respect to our payment solutions;

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- regulatory or legal developments in the United States and other countries;
- the level of expenses related to our solutions;
- announcements of acquisitions, strategic alliances or significant agreements by us or by our competitors;
- developments or disputes concerning patent applications, issued patents or other intellectual property or proprieta rights;
- recruitment or departure of key personnel;
- the economy as a whole and market conditions in our industry, including conditions resulting from the lingering effe of the COVID-19 pandemic; industry;
- political or social unrest, war or other military conflict, including an escalation of the conflict between Russia and Ukraine, or between Israel and Hamas, respectively, economic instability, repression, or human rights issues;
- variations in our financial results or the financial results of companies that are perceived to be similar to us;
- financing or other corporate transactions, or inability to obtain additional funding;
- restrictions that negatively impact international travel, study or commerce;
- changes in the structure of payment systems;
- effects of ongoing United States-China and Canada-India diplomatic and trade friction;
- trading activity by a limited number of stockholders who together beneficially own a majority of our outstanding

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common stock;

- the expiration of market standoff or contractual lock-up agreements;
- the size of our market float; and
- any other factors discussed in this Quarterly Report on Form 10-Q and our other SEC filings.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies.

Concerns over economic recession, interest rate increases and inflation, supply chain delays and disruptions, policy priorities of the U.S. presidential administration and Congress, trade wars, unemployment, or prolonged government shutdown may contribute to increased volatility and diminished expectations for the economy and markets. Additionally,

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concern over geopolitical issues may also contribute to prolonged market volatility and instability. For example, the conflict between Russia and Ukraine could lead to disruption, instability and volatility in global markets and industries. The U.S. government and other governments in jurisdictions have imposed severe economic sanctions and export controls against Russia and Russian interests, have removed Russia from the SWIFT system, and have threatened additional sanctions and controls. The full impact of these measures, as well as potential responses to them by Russia, is unknown.

Stock prices of many companies, and technology companies in particular, have fluctuated in a manner unrelated or disproportionate to the operating performance of those companies. In the past, stockholders have filed securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect our business.

Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our intellectual property on unfavorable terms to us.

Until such time, if ever, as we can generate substantial revenue, we may finance our cash needs through a combination of equity offerings, government or private party grants, debt financings and strategic partnership agreements. We may seek additional capital through a variety of means, including through strategic partnership arrangements, public or private equity or debt financings, third-party funding and marketing and distribution arrangements, as well as other strategic alliances and licensing arrangements or any combination of these approaches. However, disruptions in the

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capital markets, particularly with respect to financial technology companies, could make any financing more challenging, and there can be no assurance that we will be able to raise capital on commercially reasonable terms or at all. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms may include liquidation preferences or other rights, powers or preferences that may adversely affect your rights as a stockholder. To the extent that debt financing is available, and we choose to raise additional capital in the form of debt, such debt financing may involve agreements that include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional capital pursuant to collaborations, licensing arrangements or other strategic partnerships, such agreements may require us to relinquish rights to our technologies.

If we are unable to raise additional funds through equity or debt financing or through collaborations or strategic partnerships when needed, we may be required to delay, limit, reduce or terminate the development of our solutions or commercialization efforts.

We may allocate our cash and cash equivalents in ways that you and other stockholders may not approve.

Our management has broad discretion in the application of our cash and cash equivalents. Because of the number and variability of factors that determine our use of our cash and cash equivalents, their ultimate use may vary substantially from their currently intended use. Our management might not apply cash and cash equivalents in ways that ultimately increase the value of your investment. The failure by our management to apply these funds effectively could harm our business. Pending their use, we may invest our cash and cash equivalents in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our stockholders. If we do not invest or apply our cash and cash equivalents in ways that enhance stockholder value, we may fail to achieve expected financial results, which could cause our stock price to decline.

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

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If industry analysts cease coverage of us, the trading price for our common stock would be negatively affected. If one or more of the analysts who cover us downgrade our common stock or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our common stock could decrease, which might cause our common stock price and trading volume to decline.

Sales of substantial amounts of our common stock in the public markets could cause the market price of our common stock to decline.

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The price of our common stock could decline if there are substantial sales of our common stock, particularly sales by our directors, executive officers and significant stockholders, or if there is a large number of shares of our common stock

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available for sale and the market perceives that sales will occur. We had a total of 119,382,702 122,255,050 shares of our voting common stock and 1,873,320 shares of our non-voting common stock outstanding as of September 30, 2023 March 31, 2024. Other than shares held by directors, executive officers and other affiliates that are subject to volume limitations under Rule 144 under the Securities Act and various vesting agreements, these shares of common stock generally are freely tradable without restrictions or further registration under the Securities Act.

Certain of our stockholders will have rights, subject to some conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or our stockholders, subject to market standoff and lock-up agreements. We registered shares of common stock that we have issued and may issue under our equity incentive plans. These shares will be able to be sold freely in the public market upon issuance, subject to securities laws.

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

The concentration of our stock ownership will likely limit your ability to influence corporate matters, including the ability to influence the outcome of director elections and other matters requiring stockholder approval.

As of September 30, 2023 March 31, 2024, our current executive officers, directors and the holders of more than 5% of our outstanding voting and non-voting common stock, in the aggregate, beneficially owned a significant percentage of our

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outstanding voting and non-voting common stock. As a result, these stockholders, acting together, will have significant influence over all matters that require approval by our stockholders, including the election of directors and approval of significant corporate transactions. Corporate actions might be taken even if other stockholders oppose them. This

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concentration of ownership might also have the effect of delaying or preventing a change of control of our company that other stockholders may view as beneficial.

We do not intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We have never declared or paid any cash dividend on our common stock and do not currently intend to do so for the foreseeable future. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, our senior secured revolving credit syndication loan currently prohibits us from paying dividends on our equity securities, and any future debt financing arrangement may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Any return to stockholders will therefore be limited to the appreciation of their stock. Therefore, the success of an investment in shares of our common stock will depend upon any future appreciation in their value. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the trading price of our common stock.

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law (DGCL) may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of our company more difficult, including the following:

- a classified board of directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our board of directors;
- the ability of our board of directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;

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- the exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of our board

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of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;

- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by a majority vote of our entire board of directors, the chairman of our board of directors or our chief executive officer, which could delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;
- the requirement for the affirmative vote of holders of at least 66 2/3% of the voting power of all of the then-outstanding shares of the voting stock, voting together as a single class, to amend the provisions of our amended and restated certificate of incorporation or our amended and restated bylaws, which may inhibit the ability of an acquiror to effect such amendments to facilitate an unsolicited takeover attempt; and
- advance notice procedures with which stockholders must comply to nominate candidates to our board of directors o to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

In addition, as a Delaware corporation, we are subject to Section 203 of the DGCL. These provisions may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining

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with us for a certain period of time. A Delaware corporation may opt out of this provision by express provision in its original certificate of incorporation or by amendment to its certificate of incorporation or bylaws approved by its stockholders. However, we have not opted out of this provision.

These and other provisions in our amended and restated certificate of incorporation, amended and restated bylaws and Delaware law could make it more difficult for stockholders or potential acquirors to obtain control of our board of directors or initiate actions that are opposed by our then-current board of directors, including delay or impede a merger, tender offer or proxy contest involving our company. The existence of these provisions could negatively affect the price of our common stock and limit opportunities for you to realize value in a corporate transaction.

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

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the DGCL, our certificate of incorporation or our bylaws or

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any action asserting a claim against us that is governed by the internal affairs doctrine. This provision would not apply to claims brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Our amended and restated certificate of incorporation provides further that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. These choices of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other FlyMates and may discourage these types of lawsuits. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive-forum provisions, and there can be no assurance that such provisions will be enforced by a court in those other jurisdictions. If a court were to find the exclusive-forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business.

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

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During the quarter ended September 30, 2023 March 31, 2024, we issued an aggregate of 14,166 shares of common stock (the Shares) as a part of a settlement with a former stockholder of WPM. The Shares were issued to a former stockholder of WPM that was not a "U.S. person", as defined in Rule 902 of Regulation S under the Securities Act, or were an "accredited investor," and the issuances are issuance was exempt from the registration requirements of the Securities Act under Regulation S and Rule 506 of Regulation D, respectively. The certificates evidencing the Shares are endorsed with a restrictive Securities Act legend.

Item 3. Defaults Upon Senior Securities

Not applicable.

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Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Chief Financial Officer Transition Agreement

On August 8, 2023, the Company announced that Michael Ellis, its Chief Financial Officer, would be transitioning from the Company in 2024. In order to facilitate a smooth and orderly transition of his responsibilities as Chief Financial Officer, on November 6, 2023, the Company entered into a Transition Agreement with Mr. Ellis (the Transition Agreement), pursuant to which Mr. Ellis has agreed to serve as the Company's Chief Financial Officer until the earlier of (a) March 31, 2024 or such later date as the Company requests for Mr. Ellis to continue to serve as Chief Financial Officer, but such later date shall not be after June 30, 2024, unless the Company and Mr. Ellis mutually agree in writing to such later date, or (b) if the Company appoints Mr. Ellis' successor as Chief Financial Officer prior to March 31, 2024, such date that the Company determines that the transition of Mr. Ellis' knowledge and duties as Chief Financial Officer to such successor Chief Financial Officer is complete (such date, the CFO Transition Date), which shall be no later than the Separation Date (as defined below). The actual date of the termination of Mr. Ellis' employment is referred to as the Separation Date and the period between October 23, 2023 and the Separation Date is referred to as the Transition Period.

The material terms of the Transition Agreement are as follows:

- During the Transition Period, Mr. Ellis shall be eligible to receive from the Company:
  - his current base salary through the Separation Date;
  - the same bonus opportunity for fiscal year 2023
  - the same benefits as in effect immediately prior to October 23, 2023 ; and
  - in fiscal year 2024, in the sole discretion of the Compensation Committee of the Company's Board of Directo he shall be eligible to receive a one-time cash bonus in the target amount of $150,000, which may be greate than or less then such target as determined by the Company's Board of Directors and shall be paid within 2 ¹ months following the CFO Transition Date.
- Mr. Ellis shall be entitled to receive the following severance :
  - beginning on the Separation Date the Company will continue to pay his base salary until the later of (i) December 31, 2024 or (ii) the date nine (9) months after the Separation Date; and
  - if he is subject to an Involuntary Termination (as such term is defined in the Transition Agreement) in the thre (3) months prior to a Change in Control (as such term is defined in the Transition Agreement), on a Change i Control or in the twelve (12) months following a Change in Control, then the Company will pay him a lump su cash payment equal to: 1 times the sum of (x) his base salary at the rate in effect at the time of the Separatio Date plus (y) his annual target bonus at the target in effect at the time of the Separation Date.
- Beginning on the Separation Date, at Mr. Ellis' election, the Company will continue to pay the same percentage of monthly premium under COBRA, until the later of (i) December 31, 2024 or (ii) the date nine (9) months

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after the Separation Date. If Mr. Ellis is subject an Involuntary Termination in the three (3) months prior to a Change in Control, on aChange in Control or in the twelve (12) months following a Change in Control and he elects to continue his health insurance coverage under COBRA following the Separation Date, then the Company will continue to pay the same percentage of his monthly premium under COBRA, until twelve (12) months after the Separation Date.

- Mr. Ellis' outstanding stock options and restricted stock units in the Company shall continue to vest in accordance their applicable equity award agreements through the Separation Date. The vesting of Mr. Ellis' outstanding equity awards shall also be subject to the following:
  - if Mr. Ellis is subject to the Benefits Trigger (as such term is defined in the Transition Agreement), then the Company will accelerate the vesting of his then-outstanding and unvested nonqualified option shares and eq awards that are subject to time-based vesting such that the vested percentage of the shares subject to such nonqualified options and equity awards will be determined as if Mr. Ellis had remained in continuous service the Company through December 31, 2024. The period of time to exercise any vested nonqualified stock opti will be extended from 3 months after the Separation Date to the earlier of (i) the expiration date of the applica nonqualified option or (ii) one year after the Separation Date;
  - in the event that the CFO Transition Date is extended later than March 31, 2024 (but it shall not be extended any later than June 30, 2024 or such later date as Mr. Ellis and the Company mutually agree in writing), then Company will accelerate the vesting of Mr. Ellis' then-outstanding and unvested option shares and equity awards that are subject to time-based vesting such that the vested percentage of the shares subject to such options and equity awards will be determined as if Mr. Ellis had remained in continuous service with the Company through December 31, 2024 plus the number of days between March 31, 2024 and the Separation Date, provided that if such date falls between two vesting periods then, notwithstanding anything to the contr in the governing award agreement, he shall be eligible for additional acceleration for such vesting period determined on a pro-rata basis;
  - any equity awards which vest as a result of an extension for CFO Transition services after March 31, 2024 w vest on the Separation Date, provided, however that if Mr. Ellis resigns for other than Good Reason or is terminated by the Company for Cause (as such term is defined in the Transition Agreement prior to the Separation Date (which can be no later than June 30, 2024), then he will forfeit any right to acceleration of vesting; and
  - in the event Mr. Ellis is subject to an Involuntary Termination (i) and the Company reasonably anticipates a Change in Control in the three (3) months following his Involuntary Termination, (ii) on a Change in Control o (iii) in the twelve (12) months following a Change in Control, then all of his outstanding and unvested option shares and equity awards that are subject to time-based vesting shall be 100% vested and non-forfeitable. In the event that prior to such Involuntary Termination, any unvested options held by Mr. Ellis were terminated without payment upon the closing of the Change in Control, then, in lieu of the acceleration of vesting set fort above, Mr. Ellis shall receive a cash payment equal in value to the difference between (A) the "Per Share Consideration," defined as the amount payable per share in the Change in Control, times the number of opti shares that would have been accelerated pursuant to the preceding sentence and (B) the aggregate exercis price of such shares, which amount shall be payable in a lump sum within 15 business days of the Involuntar Termination.
- The Employee Invention Assignment and Confidentiality Agreement, dated April 23, 2015, between Mr. Ellis and th

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Company shall remain in effect, and Mr. Ellis has affirmed his obligations under the Employee Invention Assignme and Confidentiality Agreement in connection with the execution of the Transition Agreement; and

- In consideration of and in order to be eligible for the compensation and benefits described above, Mr. Ellis has sig a release of claims in connection with the execution of the Agreement, has agreed to be subject to customary non- compete, during the Transition Period and for 9 months following the Transition Period and has agreed to sign an additional release on the Separation Date.

The foregoing description of the terms and conditions of the Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Agreement, which is filed as an exhibit to this Quarterly Report on Form 10-Q.

Rule 10b-5 Trading Plans

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On August 11, 2023 February 29, 2024, Michael Massaro Robert Orgel, our President and Chief Executive Operating Officer and Director, adopted a trading arrangement for the sale of shares of our common stock (a "Rule "Rule 10b-5 Trading Plan" Plan") that is intended to satisfy the affirmative defense conditions of Securities Exchange Act Rule 10b5-1(c). Mr. Massaro's Orgel's Rule 10b-5 Trading Plan provides for the sale of up to 550,000 285,548 shares of common stock pursuant to the terms of the plan. The plan is effective through November 13, 2024 June 15, 2025 unless earlier terminated in accordance with the terms of the plan.

On September 8, 2023, Peter Butterfield, our General Counsel and Chief Compliance Officer, adopted a Rule 10b-5 Trading Plan that is intended to satisfy the affirmative defense conditions of Securities Exchange Act Rule 10b5-1(c). Mr. Butterfield's Rule 10b-5 Trading Plan provides for the sale of up to 134,784 shares of common stock pursuant to the terms of the plan. The plan is effective through January 8, 2025 unless earlier terminated in accordance with the terms of the plan.

On September 11, 2023, David King, our Senior Vice President, Product and Engineering & Chief Technology Officer, adopted a Rule 10b-5 Trading Plan that is intended to satisfy the affirmative defense conditions of Securities Exchange Act Rule 10b5-1(c). Mr. King's Rule 10b-5 Trading Plan provides for the sale of up to 170,719 shares of common stock pursuant to the terms of the plan. The plan is effective through December 11, 2024 unless earlier terminated in accordance with the terms of the plan. 83

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Item 6. Exhibits. Exhibits

Exhibit Number	
3.1	Amended and Restated Certificate of Incorporation of Flywire Corporation, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on June 1, 2021.
3.2	Amended and Restated Bylaws of Flywire Corporation, incorporated by reference to Exhibit 3.2 3.1 to the Registrant's Current Report on Form 8-K filed on June 1, 2021 March 19, 2024.
10.1* 10.	Transition Amended and Restated Credit Agreement, dated as of February 23, 2024, by and among Flywire
15*	Corporation, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, the Issuing Banks party thereto from time to time, and Citibank, N.A.
10.20*#	Employment Agreement, dated as of February 8, 2024, by and between Flywire Corporation the Registrant and Michael Ellis, dated as of November 6, 2023 Cosmin Pitigoi.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 2002.
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 2002.
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document

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101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document with embedded linkbase documents.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

# Indicates a management contract or compensatory plan

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SIGNATURES

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

FLYWIRE CORPORATION

Date: November 7, 2023 May 7, 2024

By: /s/ Michael Massaro

Michael Massaro

Chief Executive Officer and Director

(Principal Executive Officer)

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REFINITIV

(Principal Executive Officer)

Date: November 7, 2023 May 7, 2024

By: /s/ Michael Ellis Cosmin Pitigoi

Michael Ellis

Cosmin Pitigoi

Chief Financial Officer

(Principal Financial and Accounting Officer)

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AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

February 23, 2024

among

EXHIBIT 10.1 FLYWIRE CORPORATION,
as the Borrower,

the other Loan Parties party hereto,

the Lenders party hereto

and

CITIBANK, N.A.,
as Administrative Agent

_____

CITIBANK, N.A.,
as Sole Lead Arranger and Sole Bookrunner

Transition Agreement BANK OF AMERICA, N.A. and
JPMORGAN CHASE BANK, N.A.,
as Documentation Agents

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Exhibit B	—	Form of Compliance Certificate
Exhibit C	—	Form of Joinder Agreement
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Exhibit E - 1	—	U.S. Tax Certificate (For Foreign Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
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Exhibit F	—	Form of Borrowing Request
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Exhibit H	—	Form of Swingline Request

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Exhibit I — Form of Promissory Note

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The following transition agreement (“THIS AMENDED AND RESTATED CREDIT AGREEMENT, dated as of February 23, 2024 (as it may be amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, this “Agreement”) between Michael Ellis (“, among FLYWIRE CORPORATION, a Delaware corporation, as the Borrower, the other Loan Parties party hereto from time to time, the Lenders party hereto from time to time, the Issuing Banks party hereto from time to time and CITIBANK, N.A., as the Administrative Agent.

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01Defined Termsyou. As used in this Agreement, the following terms have the meanings specified below:

“ABR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

“your Accounting Firm” means PricewaterhouseCoopers LLP, or any other independent registered public accounting firm of nationally recognized standing.

“Acquisition” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of in excess of 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger, amalgamation or consolidation or any other combination with another Person (other than a Person that is a Subsidiary); provided, that the Borrower or the applicable Subsidiary of the Borrower is the surviving entity.

“Additional Lender” has the meaning assigned to such term in Section 2.22(a)(ii).

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"Adjusted Term SOFR" means, for the purposes of any calculation, a rate per annum equal to the sum of (a) Term SOFR for such Interest Period *plus* (b) the SOFR Adjustment; provided, that if Adjusted Term SOFR as so determined shall ever be less than 0.00%, then Adjusted Term SOFR shall be deemed to be 0.00%.

"Administrative Agent" means Citibank, N.A., in its capacities as administrative agent and collateral agent for the Lenders hereunder, or any successor administrative agent.

"Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person.

"Agent Parties" has the meaning assigned to such term in Section 9.01(d)(ii).

"Aggregate Credit Exposure" means, at any time, the aggregate Credit Exposure of all the Lenders at such time.

"Agreement" has the meaning assigned to such term in the introductory paragraph.

"Alternate Base Rate" means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) Adjusted Term SOFR for a one month tenor in effect on such day plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. In the event that that the Alternate Base Rate is less than zero, it shall be deemed to be zero for purposes of this Agreement.

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"Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to (a) bribery and/or corruption and (b) terrorism financing and/or money laundering, including any applicable provision of the USA PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Percentage" means, with respect to any Lender, (a) with respect to Loans and LC Exposure, a percentage equal to a fraction the numerator of which is such Lender's Commitment and the denominator of which is the aggregate Commitment of all Lenders (if the Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Lender's share of the Aggregate Credit Exposure at that time); provided, that in the case of Section 2.20 when a Defaulting Lender shall exist, any such Defaulting Lender's Commitment shall be disregarded in the calculation, and (b) with respect to the Aggregate Credit Exposure, a percentage based upon its share of the Aggregate Credit Exposure and the unused Commitments; provided, that in the case of Section 2.20 when a Defaulting Lender shall exist, any such Defaulting Lender's Aggregate Credit Exposure and Commitment shall be disregarded in the calculation.

"Applicable Rate" means, for any day, with respect to any ABR Loan or Term SOFR Loan, or with respect to the commitment fees or letter of credit fees payable hereunder, as the case may be, the applicable rate *per annum* set forth below under the caption "Applicable Rate for Term SOFR Loans", "Applicable Rate for ABR Loans" or "Commitment Fee Rate", as the case may be, based upon the Borrower's Consolidated Total Net Leverage Ratio as of the most recent determination date; provided, that until the delivery to the Administrative Agent, pursuant to Section 5.01, of the Borrower's consolidated financial information for the Borrower's first fiscal quarter ending after the Effective Date, the "Applicable Rate" shall be the applicable rate *per annum* set forth below in Level I:

Level	Consolidated Total Net Leverage Ratio	Applicable Rate for Term SOFR Loans	Applicable Rate for ABR Loans	Commitment Fee Rate
Level I	≤ 1.50 to 1.00	2.000%	1.000%	0.250%
Level II	≤ 2.50 to 1.00, but > 1.50 to 1.00	2.250%	1.250%	0.300%

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Level III	> 2.50 to 1.00	2.500%	1.500%	0.350%

For purposes of the foregoing, (a) the Applicable Rate shall be determined as of the end of each fiscal quarter of the Borrower based upon the Borrower's annual or quarterly consolidated financial statements delivered pursuant to Section 5.01 and (b) each change in the Applicable Rate resulting from a change in the Consolidated Total Net Leverage Ratio shall be effective five (5) Business Days after the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided, that the Consolidated Total Net Leverage Ratio shall be deemed to be in Level III for the period commencing five (5) Business Days after the Borrower fails to deliver the annual or quarterly consolidated financial statements required to be delivered by it pursuant to Section 5.01, and ending on the date which is five (5) Business Days after such statements or certificates are actually delivered.

In the event that any financial statement delivered pursuant to Section 5.01(a) or (b) or any compliance certificate delivered pursuant to Section 5.01(c), as applicable, is inaccurate, and such inaccuracy, if corrected, would have led to the imposition of a higher Applicable Rate for any period than the Applicable Rate applied for that period, then (i) Borrower shall promptly deliver to Administrative Agent a corrected financial statement and a corrected compliance certificate for that period (the "Corrected Financials Date"), (ii) the Applicable Rate shall be determined based on the corrected compliance certificate for that period, and (iii) Borrower shall promptly pay to Administrative Agent (for the account of the Lenders that hold the Commitments and Loans at the time such payment is received, regardless of whether those Lenders held the Commitments and Loans during the relevant period) the accrued additional interest owing as a result of such increased Applicable Rate for that period; provided, for the avoidance of doubt, such deficiency shall be due and payable as at such Corrected Financials Date and no Default or Event of Default under clause (b) of Article VII shall be deemed to have occurred with respect to such deficiency prior to such date (but if not so paid on such date, shall constitute an Event of Default immediately thereafter). This paragraph shall not limit the rights of Administrative Agent or the Lenders with respect to Section 2.13(c) and Article VII hereof, and shall survive the termination of this Agreement until Payment in Full.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the

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Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Available Commitment" means, at any time, the aggregate Commitments of all Lenders then in effect *minus* the Aggregate Credit Exposure at such time.

"Available Tenor" means, as of any date of determination with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this

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Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.25(d).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

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"Banking Services" means each and any of the following bank, payment and treasury services provided to any Loan Party or any Subsidiary: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards) or for corporate purposes, (b) stored value cards, (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions and other payment processing services, return items, overdrafts and interstate depository network services), (d) documentary services and foreign currency exchange services and (e) any arrangement or services similar to, or for the purpose of effectuating, any of the foregoing.

"Banking Services Obligations" means any and all obligations of the Loan Parties or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services, but excluding any Swap Agreement Obligations, provided by a Person that, at the time of entering into the agreements or arrangements giving effect to the Banking Services, is the Administrative Agent, a Lender or an Affiliate of a Lender (and so long as such Person does not cease to be the Administrative Agent or a Lender or such Person's Affiliate does not cease to be the Administrative Agent or a Lender).

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, or had had any order for relief in such proceeding entered in respect thereof; provided, that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided, that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current

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Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.25(a).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then- prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated credit facilities and (b) the related Benchmark Replacement Adjustment; provided, that if such Benchmark Replacement as so determined would be less than 0.00%, such Benchmark Replacement will be deemed to be 0.00% for the purposes of this Agreement and the other Loan Documents. All parties hereto acknowledge that the establishment of any such Benchmark Replacement (together with any necessary or related changes, including Conforming Changes) is not intended to result in a deemed exchange for U.S. federal income tax purposes of any obligation of any Borrower under any Loan Document.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a)in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b)in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-

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compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(c)a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely as of a specified future date; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(d)a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority with jurisdiction over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component), in each case, has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely as of a specified future date; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(e)a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such

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Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.25 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.25.

"Beneficial Owner" means, with respect to any U.S. Federal withholding Tax, the beneficial owner, for U.S. Federal income tax purposes, to whom such Tax relates.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(2) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets

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include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" means an "affiliate" (as such term is defined under, and interpreted in accordance with 12 U.S.C. 1841(k)) of a party.

"Billing Statement" has the meaning assigned to such term in Section 2.18(g).

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means Flywire Corporation, a Delaware corporation.

"Borrowing" means (a) Loans of the same Type, made, converted or continued on the same date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect or (b) a Swingline Loan.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided, that, when used in connection with a Term SOFR Loan, the term "Business Day" shall also exclude any day which is not a U.S. Government Securities Business Day.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP, it being understood that, with respect to the Borrower and its Subsidiaries, the determination of whether any lease constitutes an operating lease or capital lease shall be made on a basis consistent with that reflected in the financial statements delivered pursuant to Section 4.01(b) without regard to any classification or reclassification as an operating lease or capital lease upon the Borrower's adoption of Accounting Standards Codification 842.

"Cash Equivalents" means:

(a)direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

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(b)investments in commercial paper maturing within one (1) year from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c)investments in certificates of deposit, bankers' acceptances and time deposits maturing within one (1) year from the date of acquisition thereof issued or guaranteed by or placed with, and demand deposit accounts and money market deposit accounts issued or offered by any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500.0 million;

(d)fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e)money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5.0 billion;

(f) marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one (1) year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's; and

(g)in the case of any Foreign Subsidiary, other short-term investments that are analogous to the foregoing, are of comparable credit quality and are customarily used in the jurisdiction of such Foreign Subsidiary for cash management purposes.

"Cash Pooling Arrangement" means any centralized cash pooling arrangement among the Borrower and/or any group of its Subsidiaries with a Cash Pooling Bank under which the Borrower and/or such Subsidiaries make deposits with and receive advances from such Cash Pooling Bank or similar arrangements, in each case, in the ordinary course of business.

"Cash Pooling Bank" means each bank that is a provider of Cash Pooling Arrangements to the Borrower and/or any group of its Subsidiaries and reasonably acceptable to the Administrative Agent.

"Cash Pooling Guaranty Obligations" means the obligations of the Borrower and/or its Subsidiaries to guaranty the Cash Pooling Obligations under any Cash Pooling Arrangement.

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"Cash Pooling Obligations" means, with respect to any Cash Pooling Arrangement, the aggregate outstanding amount of borrowings by the Borrower and/or its Subsidiaries under such Cash Pooling Arrangement.

"CFC" means a "controlled foreign corporation" as defined in Section 957 of the Code.

"CFPB" means the Consumer Financial Protection Bureau or any Governmental Authority succeeding to any or all of the functions of the Consumer Financial Protection Bureau.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof) of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the

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Borrower, (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated or approved (either by a specific vote or by approval of a proxy statement issued by the Borrower on behalf of its board of directors (as constituted at the time of such proxy statement) in which such individual is named as a nominee for director) by the board of directors of the Borrower nor (ii) appointed by directors so nominated or (c) the occurrence of any "change of control" or similar event with respect to any Material Indebtedness.

"Change in Law" means the occurrence after the date of this Agreement (or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement) of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided, that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests,

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rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, issued or implemented.

"Charges" has the meaning assigned to such term in Section 9.17.

"Citi" means Citibank, N.A., a national banking association, in its individual capacity, and its successors.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" has the meaning given to "Collateral" in the Security Agreement.

"Collateral Documents" means, collectively, the Security Agreement and any other documents granting a Lien upon the Collateral as security for payment of the Secured Obligations.

"Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Lender's Credit Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 or2.22 and (b) assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of the Lenders' Commitments as of the Effective Date is $125.0 million.

"Commitment Date" has the meaning assigned to such term in Section 2.22(a)(i).

"Commitment Increase" has the meaning assigned to such term in Section 2.22(a).

"Commitment Schedule" means the Schedule attached hereto identified as such.

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"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Communications" has the meaning assigned to such term in Section 9.01(d).

"Conforming Changes" means, with respect to either the use or administration of Adjusted Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR", the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or "Interest Payment Date" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of Borrowing Requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.16 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Adjusted EBITDA" means, for any period, the sum of:

(a) Net Income for such period; *plus*

(b) without duplication and to the extent deducted in determining Net Income for such period, the sum

(i) Interest Expense for such period; *plus*

(ii) federal, state, local and foreign income tax expense for such period net of tax refunds; *plus*

(iii) all amounts attributable to depreciation and amortization expense for such period;*plus*

(iv) amortization of intangibles (including, but not limited to, goodwill) for such period; *plus*

(v) any extraordinary non-cash charges, expenses or losses for such period; *plus*

(vi) non-cash compensation expenses, including as a result of any grant of equity or options to employees, officers, directors or contractors; *plus*

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(vii) costs and expenses incurred on or prior to the Effective Date with respect to the Transactions; *plus*

(viii) expenses, charges and losses incurred in such period and which are reimbursed in cash during such period by Persons (other than the Borrower and its Subsidiaries) so long as such payments were not added in determining Net Income for such period; *plus*

(ix) non-recurring fees, costs and expenses directly incurred during such period in connection with any of the following which are attempted, whether or not consummated: any Permitted Acquisition and any related debt or equity offering undertaken in connection therewith (in respect of which all or substantially all of the proceeds are intended to be used to pay the cash consideration for such Permitted Acquisition); provided, that such addback shall be limited to $1,000,000 for any period for such fees, costs and expenses incurred in connection with non-consummated transactions; *plus*

(x) non-cash purchase accounting adjustments made during such period; *plus*

(xi) the amount of any "run-rate" cost savings, operating expense reductions and other cost synergies (collectively, "Expected Cost Savings") (net of actual amounts realized) that are reasonably projected in good faith to result from actions taken (including those taken prior to the Effective Date) within 12 months and permitted as an adjustment pursuant to Article 11 of Regulation S-X under the Securities Act of 1933; provided, that (A) a Responsible Officer shall have certified to the Administrative Agent in writing that such Expected Cost Savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from the actions specified and (B) the aggregate amount of Expected Cost Savings, together with the addback in clause (xii) for such period, shall not exceed, in the aggregate, 25% of Consolidated Adjusted EBITDA for the relevant period (calculated prior to giving effect to such addbacks); *plus*

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(xii) extraordinary, unusual, infrequent or non-recurring items, in each case, as reasonably acceptable to the Administrative Agent; provided, that the aggregate amount added back pursuant to this clause (xii), together with the addback in clause (xi) for such period, shall not exceed, in the aggregate, 25% of Consolidated Adjusted EBITDA for the relevant period (calculated prior to giving effect to such addbacks); *plus*

(xiii) all proceeds of business interruption insurance received during such period to the extent actually received and not already included in Net Income; *minus*

(c) without duplication and to the extent included in Net Income, any extraordinary gains and any non-cash items of income for such period;

all calculated for the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP. For the purposes of calculating Consolidated Adjusted EBITDA for any Reference Period, (i) if at any time during such Reference Period the Borrower or any Subsidiary shall have made any sale, transfer, or disposition of property, Consolidated Adjusted EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated Adjusted EBITDA (if positive) attributable to the property that is the subject of such sale, transfer, or disposition, as applicable, for such Reference Period or increased by an amount equal to the Consolidated Adjusted EBITDA (if negative) attributable thereto for such Reference Period, and (ii) if during such Reference Period the Borrower or any of its Subsidiaries shall have made a

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Permitted Acquisition, Consolidated Adjusted EBITDA for such Reference Period shall be calculated after giving effect thereto on a pro forma basis as if such Permitted Acquisition occurred on the first day of such Reference Period.

"Consolidated Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Adjusted EBITDA to (b) cash Interest Expense, all calculated for the Borrower and its Subsidiaries on a consolidated basis for the period of four consecutive fiscal quarters ended on such date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter most recently ended prior to such date).

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"Consolidated Total Assets" means the consolidated total assets of the Borrower and its Subsidiaries, determined in accordance with GAAP, as of the date of the financial statements most recently delivered pursuant to Section 4.01(b), Section 5.01(a) or Section 5.01(b), as applicable.

"Consolidated Total Debt" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness (other than Indebtedness pursuant to clauses (c), (d), (j) and (k) of the definition thereof) of the Borrower and its Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP and (b) Indebtedness of the type referred to in clause (a) hereof of another Person guaranteed by the Borrower or any of its Subsidiaries.

"Consolidated Total Net Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date *minus* Unrestricted Domestic Cash and Cash Equivalents as of such date up to an aggregate amount equal to the Domestic Cash Netting Cap to (b) Consolidated Adjusted EBITDA of the Borrower and its Subsidiaries on a consolidated basis for the period of four consecutive fiscal quarters ended on such date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter most recently ended prior to such date).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Control Agreement" has the meaning assigned to such term in the Security Agreement.

"Convertible Debt" means debt securities or other Indebtedness, the terms of which provide for conversion into, or exchange for, Equity Interests (other than Disqualified Equity Interests) of the Borrower, cash *in lieu* thereof or a combination of such Equity Interests and cash *in lieu* thereof.

"Corrected Financials Date" has the meaning assigned to such term in the definition of "Applicable Rate".

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b), or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Liabilities" has the meaning assigned to such term in Section 9.19.

"Covered Party" has the meaning assigned to such term in Section 9.20.

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"Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans (including any Swingline Loans) and its LC Exposure at such time.

"Credit Party" means the Administrative Agent, any Issuing Bank, any Swingline Lender or any Lender.

"Data Protection Laws" shall mean any and all applicable national/federal or state/provincial data protection and privacy laws and regulations covering the processing of Personal Information, including but not limited to U.S. federal and state laws, the EU General Data Protection Regulation ("GDPR"), any national implementing laws of the GDPR, and the e-Privacy Directive 2002/58/EC.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Right" has the meaning assigned to such term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular Default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular Default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement; provided, that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, (d) has become the subject of a Bankruptcy Event, or (e) has become (or whose direct or indirect parent company has become) subject to a Bail-In Action.

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"Deferred Acquisition Consideration" means any purchase price adjustments, royalty, earn-out, milestone payments, contingent or other deferred payments of a similar nature (including any non-compete payments and consulting payments) made in connection with any Permitted Acquisition or other Acquisition permitted under this Agreement.

"Deferred Revenue" means, with respect to the Borrower and its Domestic Subsidiaries on any date, all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue on such date.

"Department of the Treasury" means the United States Department of the Treasury or any Governmental Authority succeeding to any or all of the functions of the United States Department of the Treasury.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Disqualified Equity Interest" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than another Equity Interest (which would not constitute a Disqualified Equity Interest), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of such change of control or asset sale event shall be subject to prior Payment in Full), or is convertible or exchangeable for Indebtedness or redeemable for any consideration other than any Equity Interest (which would not constitute a Disqualified Equity Interest) at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the Maturity Date; provided that if such Equity Interest is issued pursuant to any plan for the benefit of the Borrower or its Subsidiaries or their officers or employees, such Equity Interest shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations, or as a result of such employee's or officer's termination, death or disability.

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"Dividing Person" has the meaning assigned to it in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Division Successor" means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

"Dollars" or "$" refers to lawful money of the United States of America.

"Domestic Cash Netting Cap" means an amount equal to 50% of Consolidated Adjusted EBITDA for the most recently ended Reference Period.

"Domestic Subsidiary" means any Subsidiary of the Borrower organized under the laws of any state of the United States of America or the District of Columbia or any entity disregarded for U.S. tax purposes that is wholly owned by the Borrower or a Domestic Subsidiary.

"ECP" means an "eligible contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means February 23, 2024.

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Electronic System" means any electronic system, including e-mail, e-fax, Intralinks®, ClearPar®, Debt Domain, Syndtrak and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and the Issuing Banks and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 9.04(b) (subject to such consents, if any, as may be required thereunder).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or relating to employee health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing, but excluding any Indebtedness convertible for, or exchangeable into, any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

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"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period

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is waived); (b) the failure to make any "minimum required contribution" (as defined in Section 430(a) of the Code) with respect to any Plan, at the time and in the amount provided for in Section 430 of the Code; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan (other than a standard termination to which Section 4041(b) of ERISA applies); (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans in a distress termination described in Section 4041(c) of ERISA or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Erroneous Payment" has the meaning assigned to it in Section 8.10(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Section 8.10(d).

"Erroneous Payment Impacted Class" has the meaning assigned to it in Section 8.10(d).

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 8.10(d).

"Erroneous Payment Subrogation Rights" has the meaning assigned to it in Section 8.10(e).

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"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Person" has the meaning assigned to such term in Section 9.03(d).

"Excluded Swap Obligation" means, with respect to any Loan Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Loan Guarantor of, or the grant by such Loan Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Guarantor's failure for any reason to constitute an ECP at the time the Guarantee of such Loan Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being a resident of, being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Taxes (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Note, Letter of Credit, Commitment or other Loan Document pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the

Loan, Note, Letter of Credit, Commitment or other Loan Document (other than pursuant to an assignment request by the Borrower under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan, Note, Letter

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of Credit, Commitment or other Loan Document or to such Lender immediately before it changed its lending office; (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f); and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of July 29, 2021, by and among the Borrower, the other Loan Parties party thereto and Citi, as administrative agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date.

"Extended Commitment" means the Commitments, the maturity of which shall have been extended pursuant to Section 2.24.

"Extended Loans" means any Loans made pursuant to the Extended Commitments.

"Extension" has the meaning assigned to such term in Section 2.24(a).

"Extension Amendment" means an amendment to this Agreement (which may, at the option of the Administrative Agent and Borrower, be in the form of an amendment and restatement of this Agreement) among the Loan Parties, the applicable extending Lenders, the Administrative Agent and, to the extent required by Section 2.24, the Issuing Bank implementing an Extension in accordance with Section 2.24.

"Extension Offer" has the meaning assigned to such term in Section 2.24(a).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreements entered into in connection with the implementation of such sections of the Code and any fiscal or regulatory legislation, rules or official practices adopted pursuant to such intergovernmental agreement or pursuant to any treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FDIC" means the Federal Deposit Insurance Corporation or any Governmental Authority succeeding to any or all of the functions of the Federal Deposit Insurance Corporation.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three (3) Federal funds brokers of recognized standing selected by it.

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"Fee Letter" means that certain Fee Letter, dated as of January 19, 2024, by and between the Borrower and Citi, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Financial Covenants" means the covenants set forth in Section 6.11.

"Financial Officer" means the chief financial officer, president, principal accounting officer, treasurer, controller or officer of equivalent duties of the Borrower.

"Foreign Lender" means any Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code.

"Foreign Pension Plan" means any plan, fund (including any superannuation fund) or other similar program established or maintained outside the United States by the Borrower or any one or more of its Subsidiaries primarily for the benefit of employees of the Borrower or such Subsidiaries residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code.

"Foreign Subsidiary" means any Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means any Domestic Subsidiary that owns no material assets (whether held directly or through one or more entities disregarded for U.S. federal income tax purposes) other than capital stock (including any debt instrument treated as equity for U.S. federal income tax purposes) of one or more Foreign Subsidiaries that are CFCs and engages in no material activities other than the ownership of such capital stock.

"FTC" means the Federal Trade Commission or any Governmental Authority succeeding to any or all of the functions of the Federal Trade Commission.

"GAAP" means generally accepted accounting principles in the United States of America.

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"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision of any of the foregoing, whether state or local, and any agency, authority, instrumentality, regulatory or self-regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guaranteed Obligations" has the meaning assigned to such term in Section 10.01.

"Guarantor Payment" has the meaning assigned to such term in Section 10.11.

"Hazardous Materials" means: (a) any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law; (b) those substances

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listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material,

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polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

"Immaterial Subsidiary" means any Subsidiary of the Borrower that, as of the date of determination, does not have (a) (i) total assets in excess of 7.50% of the Borrower's Consolidated Total Assets or (ii) revenues for the applicable Reference Period in excess of 7.50% of consolidated revenues of the Borrower for the applicable Reference Period (provided, that if, as of the last day of or for any such Reference Period, the total assets or revenues of all Subsidiaries that under clause (i) and (ii) above would constitute Immaterial Subsidiaries shall have exceeded 10.00% of Consolidated Total Assets or revenues, as the case may be, of the Borrower and its Subsidiaries for the applicable Reference Period in the aggregate, then one or more of such Subsidiaries shall for all purposes of the Loan Documents be deemed to no longer constitute Immaterial Subsidiaries in descending order based on the amounts (determined on a consolidated basis for such Subsidiary and its Subsidiaries) of their total assets or revenues, as the case may be, until such excess shall have been eliminated), (b) Equity Interests of any Subsidiary that is not an Immaterial Subsidiary and (c) material intellectual property; provided that (x) no Subsidiary shall constitute an Immaterial Subsidiary until, and for so long as, the Borrower shall have designated such Subsidiary's status as such in writing to the Administrative Agent and (y) the Borrower shall designate as such in writing to the Administrative Agent any Subsidiary that no longer constitutes an Immaterial Subsidiary.

"Increasing Lender" has the meaning assigned to such term in Section 2.22(a)(i).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) accounts payable, accrued interest or other liabilities to trade creditors (including funds payable, amounts due to sellers and any amounts relating to the processing of payments on the Borrower's and its Subsidiaries' payments platform and any intercompany accounts payable in connection therewith) incurred in the ordinary course of business, (ii) Deferred Revenue, (iii) deferred compensation and severance, pension, health and welfare retirement and equivalent benefits to current or former employees, directors or managers of such Person and its Subsidiaries, and (iv) any Deferred Acquisition Consideration), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) any other Off-Balance Sheet Liability, (k) any net obligations of such Person with respect to any Swap Agreements and (l) Disqualified Equity Interests. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is

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a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a) above, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Ineligible Institution" means a (a) natural person, (b) a Defaulting Lender, (c) holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; provided, that, such holding company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (z) has assets greater than $500.0 million and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business or (d) a Loan Party or a Subsidiary or other Affiliate of a Loan Party.

"Information" has the meaning assigned to such term in Section 9.12.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.08.

"Interest Expense" means, with reference to any period, total interest expense (including that attributable to Capital Lease Obligations) of the Borrower and its Subsidiaries for such period with respect to all outstanding Indebtedness of the Borrower and its Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Swap Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance

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with GAAP), calculated on a consolidated basis for the Borrower and its Subsidiaries for such period in accordance with GAAP.

"Interest Payment Date" means (a) with respect to any ABR Loan (including any Swingline Loan), the last Business Day of each March, June, September and December and the Maturity Date and (b) with respect to any Term SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and the Maturity Date.

"Interest Period" means, with respect to any Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment), as the Borrower may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no Interest Period may extend beyond the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" has the meaning assigned to such term in Section 6.04.

"IRS" means the United States Internal Revenue Service.

"Issuing Banks" means, individually and collectively as the context may require, (a) Citi, in its capacity as an issuer of Letters of Credit hereunder, and any successors in such capacity, and (b) and any other Lender from time to time designated by the Borrower as an Issuing Bank, with the consent of such Lender and the Administrative Agent and such Lender's successors in such capacity. Any Issuing Bank may, in its discretion,

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arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. At any time there is more than one Issuing Bank, all singular references to the Issuing Bank shall mean any Issuing Bank, either Issuing Bank, each Issuing Bank, the Issuing Bank that has issued the applicable Letter of Credit, or both (or all) Issuing Banks, as the context may require.

"Joinder Agreement" has the meaning assigned to such term in Section 5.09(a).

"Junior Debt" means (a) any Indebtedness of any Loan Party or any of its Subsidiaries that is secured on a junior lien basis, (b) any Subordinated Indebtedness, (c) any Indebtedness incurred or issued pursuant to Section 6.01(s) and/or (d) any Indebtedness which refinances any of the foregoing to the extent permitted by Section 6.01.

"LC Collateral Account" has the meaning assigned to such term in Section 2.06(j).

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time, *plus* (b) the aggregate amount of all LC Disbursements relating to Letters of Credit that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lead Arranger" means Citibank, N.A.

"Lenders" means the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Issuing Banks and the Swingline Lenders.

"Letter of Credit" means the standby and trade letters of credit issued pursuant to this Agreement, and the term "Letter of Credit" means any one of them or each of them singularly, as the context may require.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan Documents" means, collectively, this Agreement, the Notes, any Letter of Credit applications, the Collateral Documents, the Loan Guaranty, the Fee Letter, the Reaffirmation of Collateral Documents and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered by

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a Loan Party to, or in favor of, the Administrative Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party and delivered to the Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated hereby. Any reference in this Agreement or any other Loan Document to

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a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

"Loan Guarantor" means (a) each of the Borrower's wholly owned Material Domestic Subsidiaries; provided that this definition shall not be deemed to exclude (or release) any Domestic Subsidiary which is a Loan Guarantor in the case of a disposition of a portion of the Equity Interests in such Loan Guarantor as a result of (i) the disposition or issuance of Equity Interests of such Domestic Subsidiary in either case to an Affiliate that is not the Borrower or a Subsidiary, (ii) any transaction entered into primarily in contemplation of such Domestic Subsidiary's ceasing to constitute a Loan Party or (iii) the disposition or issuance of Equity Interests of such Domestic Subsidiary for materially less than the fair market value of such shares as reasonably determined by the Borrower; and (b) with respect to Secured Obligations owed by any other Loan Party or other Subsidiary, the Borrower; provided, that subject to any administrative requirements of the Administrative Agent, the Borrower may elect to add additional Domestic Subsidiaries as Loan Guarantors so long as each such added Loan Guarantor complies with Section 5.09 of this Agreement as if it were a newly acquired wholly-owned Material Domestic Subsidiary at the time of such designation; provided, further, that the Borrower, with the consent of the Administrative Agent, may elect to make any Foreign Subsidiary become a Loan Guarantor (each, a "Voluntary Foreign Guarantor") in accordance with the terms of the Loan Documents and Section 5.09 hereof, and such election and conversion shall be subject to customary conditions, including, but not limited to, (i) jurisdiction of incorporation of such potential Voluntary Foreign Guarantor being reasonably satisfactory to each Lender, (ii) any reasonable and customary local law guaranty documentation (to the extent reasonably necessary to effect such guaranty) and security documentation with respect to Voluntary Foreign Guarantors organized under the laws of any non-U.S. jurisdiction shall be governed by reasonable and customary local law security documentation acceptable to the Administrative Agent and (iii) Voluntary Foreign Guarantor

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Amendments to this Agreement and the other Loan Documents as may be reasonably necessary or appropriate, in the reasonable opinion of the Administrative Agent, in connection with a Foreign Subsidiary becoming a Loan Guarantor.

"Loan Guaranty" means Article X of this Agreement.

"Loan Parties" means, collectively, the Borrower, each Loan Guarantor and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and each of their successors and assigns, and the term "Loan Party" means any one of them or all of them individually, as the context may require.

"Loans" means the loans and advances made by the Lenders pursuant to this Agreement, including Revolving Credit Loans and Swingline Loans.

"Material Acquisition" means a Permitted Acquisition the aggregate consideration with respect to which exceeds $30.0 million.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, contracts, agreements, liabilities (including contingent liabilities), operations, or condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their material obligations under the Loan Documents, (c) any material portion of the Collateral, or the Administrative Agent's Liens (on behalf of itself and the Lenders) on any material portion of the Collateral or the priority of such Liens (in each case subject to Permitted Liens), or (d) the rights of or benefits available to the Administrative Agent, the Issuing Banks or the Lenders under the Loan Documents.

"Material Domestic Subsidiary" means any Domestic Subsidiary of the Borrower that is not (a) directly or indirectly owned by a Foreign Subsidiary that is a CFC, unless the inclusion of such Domestic Subsidiary as a Loan Guarantor would not reasonably be expected by the Borrower in consultation with the Administrative Agent to result in material adverse tax consequences for the Borrower, (b) a Foreign Subsidiary Holding Company, unless the inclusion of such Domestic Subsidiary as a Loan Guarantor would not reasonably be expected by the Borrower in consultation with the Administrative Agent to result in material adverse tax consequences for the Borrower or (c) an Immaterial Subsidiary.

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"Material Foreign Subsidiary" means any Foreign Subsidiary of the Borrower that is not an Immaterial Subsidiary.

"Material Indebtedness" means any Indebtedness (other than the Loans, Letters of Credit and intercompany loans among the Loan Parties and their Subsidiaries), or any obligations under Swap Agreements, of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding $10.0 million. For purposes of determining Material Indebtedness, the aggregate principal amount of "obligations" of the Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the Swap Termination Value.

"Maturity Date" means the earliest to occur of (a) the Revolving Credit Termination Date, (b) any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof and (c) the date that the Loans, if any, are declared due and payable pursuant to Article VII hereof; provided, that individual Lenders may elect to extend the Maturity Date applicable to their Loans and Commitments pursuant to the terms and conditions of Section 2.24.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate is obligated to make contributions or has any liability.

"Net Income" means, for any period, the consolidated net income (or loss) of the Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded from such net income (to the extent otherwise included therein), without duplication: (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with any Loan Party or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary) in which any Loan Party or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by any Loan Party or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary.

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(d).

"Note" and "Notes" have the meanings assigned to such terms in Section 2.10(e).

"Notice of Increase" has the meaning assigned to such term in Section 2.22(a)(i).

"Obligated Party" has the meaning assigned to such term in Section 10.02.

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"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations,

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indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Borrower and its Subsidiaries to any of the Lenders, the Administrative Agent, any Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in each case arising or incurred under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof. For the avoidance of doubt, the "Obligations" of any Loan Guarantor shall include the Guaranteed Obligations.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Off-Balance Sheet Liability" of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person (other than any customary repurchase obligations resulting from a breach of representations and warranties, covenants, servicing obligations and indemnities under a securitization facility), or (b) any Indebtedness, liability or obligation under any so-called "synthetic lease" transaction entered into by such Person.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection solely arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or any Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement

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or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

"PA-DSS Requirements" has the meaning assigned to such term in the definition of "PCI Compliance Program."

"Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Participant" has the meaning assigned to such term in Section 9.04(c).

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Payment Brand Member" means American Express, Discover and MasterCard or Visa.

"Payment in Full" means as of any date of determination, that: (a) the entire amount of principal of and interest due on the Loans, and all other amounts of fees, payments and other obligations due under this Agreement, the other Loan Documents and the Notes are paid in full in cash (other than contingent indemnification obligations and reimbursement obligations in respect of which no claim for payment has yet been asserted by the Person entitled thereto, and any Banking Services Obligations not then due and owing); (b) the commitments to lend under this Agreement have been terminated; (c) there are no

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outstanding Letters of Credit (other than Letters of Credit that have been cash collateralized in accordance with the requirements of this Agreement or other arrangements acceptable to the Issuing Bank); (d) there are no outstanding Swap Agreement Obligations (or arrangements with respect thereto have been implemented which are acceptable to the relevant counterparty); and (e) all other Obligations (other than contingent indemnification obligations and reimbursement obligations in respect of which no claim for payment has yet been asserted by the Person entitled thereto, and any Banking Services Obligations not then due and owing) have been paid in full in cash. "Paid in Full" shall have a correlative meaning.

"Payment Recipient" has the meaning assigned to it in Section 8.10(a).

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"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"PCI Compliance Program" means the then current Payment Card Industry Data Security Standard (or any successor) requirements ("PCI-DSS Requirements") and/or Payment Application Data Security Standard (or any successor) requirements ("PA-DSS Requirements") for each of the Loan Parties' and each of its Subsidiaries' Payment Brand Members, as well as any mandate issued by any applicable Payment Brand Member to the extent that it implements PCI-DSS Requirements and/or PA-DSS Requirements.

"PCI-DSS Requirements" has the meaning assigned to such term in the definition of "PCI Compliance Program."

"PCI Requirements" means PCI-DSS Requirements or PA-DSS Requirements, as applicable.

"Periodic Term SOFR Determination Day" has the meaning assigned to such term in the definition of "Term SOFR".

"Permits" means, with respect to any Person, any permit, approval, clearance, authorization, license, registration, certificate, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or Products or to which such Person or any of its property or Products is subject, including all registrations with Governmental Authorities.

"Permitted Acquisition" means any Acquisition in which each of the following conditions is satisfied:

(h)the Person or business or assets which is the subject of such Acquisition is in a line of business permitted under Section 6.03(b);

(i) all material governmental, corporate and third-party approvals and consents reasonably necessary in connection with such Acquisition shall have been obtained and be in full force and effect;

(j) if acquiring a Person, unless such Person is contemporaneously merged with and into the Borrower or a Subsidiary of the Borrower, such Person becomes a wholly-owned direct or indirect Subsidiary of the Borrower and, simultaneously with such Acquisition, a Loan Party to the extent required by Section 5.09, with such Person's Equity Interests being pledged as Collateral to the extent required by Section 5.09;

(k)such Acquisition shall be consummated in all material respects in accordance with the terms of the purchase or acquisition agreement executed in connection therewith and with all other material

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agreements, instruments and documents implementing such Acquisition and in compliance in all material respects with applicable law and regulatory approvals;

(l) such Acquisition shall, prior to the date of such Acquisition, have been approved by the board of directors (or similar governing body) of such Person to be acquired (and such approval shall not have been rescinded);

(m)no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(n)after giving effect to such Acquisition (including the incurrence, assumption or acquisition of any Indebtedness in connection therewith) the Consolidated Total Net Leverage Ratio, calculated on a pro forma basis as if such Acquisition (including the incurrence, assumption or acquisition of any Indebtedness in connection therewith) had been consummated at the beginning of such period, shall not exceed 3.25 to 1.00;

(o)the aggregate cash purchase price for all Permitted Acquisitions of any Persons which do not become Loan Guarantors (together with the aggregate amount of investments, loans or advances described in Sections 6.04(c),(d) and (l)(iv)) shall not exceed an amount equal to the greater of (i) $50.0 million and (ii) 25% of Consolidated Adjusted EBITDA for the most recently ended Reference Period, on a pro forma basis; and

(p)the Borrower shall have delivered a notice to the Administrative Agent and the Lenders setting forth the calculations demonstrating compliance with clause (g) of this definition.

"Permitted Encumbrances" means:

(q)Liens imposed by law for taxes, fees, assessments or other governmental charges that are not yet delinquent or are being contested in compliance with Section 5.04;

(r) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than sixty (60) days or are being contested in compliance with Section 5.04;

(s)pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(t) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

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(u)judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(v)easements, covenants, conditions, zoning restrictions, rights-of-way, minor defects or other irregularities in title and/or similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(w)UCC financing statements filed (or similar filings under applicable law) solely as a precautionary measure in connection with operating leases; and

(x)Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease, license or sublicense or concession agreement, in each case to the extent permitted by this Agreement;

provided, that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Liens" means all Liens permitted under Section 6.02.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Personal Information" shall mean (i) any information that identifies or can be used to identify, alone or in the aggregate, a natural person, or (ii) any information or data that is defined as "personal information" or "personal data" under Data Protection Laws.

"Plan" means any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) (other than a Multiemployer Plan or a Foreign Pension Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

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"Plan Assets" shall mean "plan assets" of an "employee benefit plan" subject to Title I of ERISA or a "plan" subject to Section 4975 of the Code, as determined under 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA.

"Prime Rate" means the rate of interest *per annum* publicly announced from time to time by Citibank, N.A. as its prime rate in effect at its principal offices in New York City. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Products" means any item or any service that is designed, created, manufactured, managed, performed or otherwise used, offered or handled by or on behalf of the Loan Parties or any of their Subsidiaries.

"Prohibited Transaction" means the occurrence of a "prohibited transaction" within the meaning of Section 4975(c) of the Code or Section 406 of ERISA for which there is no exemption under Section 4975(d).

"Projections" has the meaning assigned to such term in Section 5.01(d).

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning assigned to such term in Section 9.20.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10.0 million at the time the relevant Loan Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Swap Obligation or such other person as constitutes an ECP and can cause another person to qualify as an ECP at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Reaffirmation of Collateral Documents" means that certain Reaffirmation of Collateral Documents, dated as of the Effective Date, among the Borrower, the Loan Guarantors and the Administrative Agent.

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"Recipient" means, as applicable, (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, or any combination thereof (as the context requires).

"Reference Period" means the most recently ended period of four consecutive fiscal quarters for which financial statements have been (or were required to be) delivered to the Administrative Agent.

"Refinancing" has the meaning assigned to such term in Section 4.01(l).

"Register" has the meaning assigned to such term in Section 9.04(b)(iv).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, partners and advisors of such Person and such Person's Affiliates.

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of any substance into the environment.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"Requested Increase Date" has the meaning assigned to such term in Section 2.22(a)(i).

"Required Lenders" means, at any time, Lenders (other than Defaulting Lenders) having Credit Exposure and unused Commitments representing more than 50% of the sum of the total Credit Exposure and unused Commitments at such time; provided, that if at any time of determination there are two (but not more than two) Lenders party hereto that are not Affiliates or Approved Funds of one another, Required Lenders shall include such two Lenders who are not Affiliates or Approved Funds of one another.

"Requirement of Law" means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation and bylaws or operating, management or partnership agreement, or other organizational or governing documents of such Person and (b) any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws, ERISA and Data Protection Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

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"Responsible Officer" means any Financial Officer, the chief executive officer, any executive vice president, any senior vice president, any vice president or the chief operating officer of the Borrower and any other individual or similar official thereof responsible for the administration of the obligations of the Borrower in respect of this Agreement.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any option, warrant or other right to acquire any such Equity Interests in the Borrower.

"Revolving Credit Loan" means a Loan made pursuant to Section 2.02.

"Revolving Credit Termination Date" means the fifth anniversary of the Effective Date.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive Sanctions (which, as of the date of this Agreement, includes Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the OFAC, the U.S. Department of State or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person majority-owned or controlled by any such Person or Persons described in the foregoing clause (a) or (b).

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or His Majesty's Treasury of the United Kingdom.

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"SEC" means the Securities and Exchange Commission or any Governmental Authority succeeding to any or all of the functions of the Securities and Exchange Commission.

"Secured Obligations" means all Obligations, together with all (a) Banking Services Obligations, (b) Swap Agreement Obligations owing to any Person that, at the time of entering into such arrangement with a Loan Party or any Subsidiary, was the Administrative Agent, a Lender or an Affiliate thereof, in each case, with respect to such Swap Agreement Obligations, to the extent designated by the Borrower in a written statement (including by way of email) to the Administrative Agent as constituting Secured Obligations (such Swap Agreement Obligations, "Secured Swap Agreement Obligations") and Flywire Corporation (c) Erroneous Payment Subrogation Rights; provided, however, that the definition of "Secured Obligations" shall not create any guarantee by any Loan Guarantor of (or grant of security interest by any Loan Guarantor to support, as applicable) any Excluded Swap Obligations of such Loan Guarantor for purposes of determining any obligations of any Loan Guarantor.

"Secured Parties" means the Administrative Agent, each Lender, each Issuing Bank, each Swingline Lender and each other provider of Secured Obligations as permitted pursuant to the definition thereof.

"Secured Swap Agreement Obligations" has the meaning assigned to such term in the definition of "Secured Obligations".

"Securities Act" means the Securities Act of 1933 of the United States, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Security Agreement" means that certain Pledge and Security Agreement, dated as of July 29, 2021, among the Borrower, each Subsidiary of the Borrower party thereto from time to time, and the Administrative Agent, for the benefit of the Administrative Agent, the Lenders and the other Secured Parties, and any other pledge or security agreement entered into, after the date of this Agreement by any Loan Party (as required by this Agreement or any other Loan Document), as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Similar Law" has the meaning assigned to such term in Section 3.10(b).

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"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Adjustment" means a percentage per annum equal to 0.10%.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Specified Material Indebtedness" means Material Indebtedness of any Person that is permitted by Section 6.01 that has become due and payable as a result of such Person becoming a Subsidiary after the Effective Date or such acquisition of assets in connection with a Permitted Acquisition by the Borrower or any Subsidiary.

"Specified Quarter" means a fiscal quarter of the Borrower during which a Material Acquisition has been consummated by a Loan Party.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person the payment of which by its terms is at all times subordinated to payment of the Obligations on terms reasonably satisfactory to the Administrative Agent.

"subsidiary" means, with respect to any Person (the "Company parent") confirms your transition at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent.

"Subsidiary" means any direct or indirect subsidiary of the Borrower or another Loan Party, as applicable.

"Supported QFC" has the meaning assigned to such term in Section 9.20.

"Swap Agreement" means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided, that no phantom stock or similar plan providing for payments

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only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

"Swap Agreement Obligations" means any and separation all obligations of the Loan Parties or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder with a Person that, at the time of entering into such Swap Agreement, is the Administrative Agent, a Lender or an Affiliate of a Lender (and so long as such Person does not cease to be the Administrative Agent or a Lender or such Person's Affiliate does not cease to be the Administrative Agent or a Lender), and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

"Swap Obligation" means, with respect to any Loan Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

"Swap Termination Value" means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Agreements (which may include the Lenders or any Affiliates of the Lenders).

"Swingline Commitment" with respect to Citi, $5.0 million or such lesser amount as agreed upon by the Borrower and Citi, and with respect to any other Lender that becomes a Swingline Lender, an amount to be agreed upon by the Borrower and such Lender, with the consent of the Administrative Agent; provided, that the aggregate principal amount of all such Swingline Commitments shall not exceed $5.0 million.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Swingline Lender at any time shall be the sum of (a) its Applicable Percentage of the total Swingline Exposure at such time other than with respect to any Swingline Loans made by such Swingline Lender in its capacity as the Swingline Lender and (b) the principal amount of all Swingline Loans made by such Swingline Lender in its capacity as the Swingline Lender outstanding at such time (less the amount of participations funded by the other Lenders in such Swingline Loans).

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"Swingline Lenders" individually and collectively as the context may require, (a) Citi in its capacity as a lender of Swingline Loans hereunder and (b) and any other Lender from employment time to time designated by the Borrower as a Swingline Lender, with the consent of such Lender and offers you the Administrative Agent and such Lender's successors in such capacity.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Swingline Request" has the meaning assigned to such term in Section 2.04.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means, for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

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"Term SOFR Borrowing" means a Borrowing hereunder bearing interest based on Adjusted Term SOFR other than pursuant to clause (c) of the definition of "Alternate Base Rate".

"Term SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR other than pursuant to clause (c) of the definition of "Alternate Base Rate".

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Transactions" means the execution, delivery and performance by the Borrower of this Agreement, the borrowing of Loans and other credit extensions, the use of the proceeds thereof, the issuance of Letters of Credit hereunder and the Refinancing.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Adjusted Term SOFR or the Alternate Base Rate.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain benefits credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" means the United States of America.

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"Unliquidated Obligations" means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (i) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (ii) any other obligation (including any guarantee) that is contingent in nature at such time; or (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

"Unrestricted Cash and Cash Equivalents" means, at any date, the cash and Cash Equivalents of the Borrower and its Subsidiaries that (a) do not appear (and are not required to appear) as "restricted" on the consolidated balance sheet of the Borrower and its Subsidiaries as of such day in accordance with GAAP and (b) are free and clear of all Liens (other than non-consensual liens, Liens permitted by Sections 6.02(f) and (i), and liens in favor of the Secured Parties pursuant to the Collateral Documents to secure the Secured Obligations (including the Control Agreements), in each case, permitted under Section 6.02).

"Unrestricted Domestic Cash and Cash Equivalents" means, at any date, the Unrestricted Cash and Cash Equivalents held in an account located in the United States with or through (i) Citi or (ii) solely to the extent such account is subject to a Control Agreement, any Lender who is a Lender on the Effective Date.

"U.S. Government Securities Business Day" means any day, other than a Saturday or Sunday or any day on which you the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" means a "United States person" as defined in section 7701(a)(30) of the Code.

"U.S. Special Resolution Regimes" has the meaning assigned to such term in Section 9.20.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"Voluntary Foreign Guarantor" has the meaning assigned to such term in the definition of "Loan Guarantor".

"Voluntary Foreign Guarantor Amendments" has the meaning assigned to such term in Section 9.02(g).

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

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"Withholding Agent" means the Borrower, any other Loan Party, the Administrative Agent, and any other withholding agent as applicable.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability

arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (*e.g.*, a "Term SOFR Loan").

SECTION 1.03Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented, refinanced, replaced, or otherwise modified (subject to any restrictions on such amendments, restatements, amendment and restatement, supplements, refinancings, replacements, or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference

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herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase "at any time" or "for any period" shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, that, if after the Effective Date there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided, further, that all terms of an accounting or financial nature (including, without limitation, the definitions of Capital Lease Obligations, Interest Expense and Indebtedness) shall be construed without giving effect to (A) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities), or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Loan Parties at "fair value", as defined therein and (B) any treatment of Indebtedness relating to convertible or equity-linked securities under Accounting

Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) requiring the valuation of any such Indebtedness in a reduced or bifurcated manner as described therein. Notwithstanding any other provision contained herein, other than for purposes of Sections 3.04, 5.01(a) and 5.01(b), all terms of an accounting or financial nature used herein shall

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be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to any change in accounting for leases resulting from the implementation of Financial Accounting Standards Board ASU No. 2016-02, Leases (Topic 842), to the extent any lease (or similar arrangement conveying the right to use) would be required to be treated as a capital lease where such lease (or similar arrangement) would not otherwise have been required to be entitled, conditioned upon your provision so treated under GAAP as in effect on December 31, 2016.

SECTION 1.05 Status of Obligations. In the event that the Borrower or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Borrower shall take or cause such other Loan Party to take all such actions as shall be reasonably necessary to cause the Secured Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Secured Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be reasonably required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

SECTION 1.06 Financial Ratios. Any financial ratios required to be maintained by any Loan Party pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

SECTION 1.07 Division. Any reference in any Loan Document to a merger, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to include or apply to (as applicable) a Division or plan of division of or by a limited liability company, limited partnership or trust, or an allocation of assets to a series of a general release limited liability company, limited partnership or trust (or the unwinding of claims such a division or allocation), as if it were a merger, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any Person that exists or that comes into existence after giving effect to a division of a limited liability company, limited partnership or trust shall constitute a separate Person for all purposes under the Loan Documents (including any Loan Party, Subsidiary, joint venture or any other like Person) and agreement shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 1.08 Foreign Currency; Exchange Rate. For purposes of any determination under Article VI or under Article VII, all amounts incurred, outstanding or proposed to be incurred or outstanding in a foreign currency shall be translated into Dollars at the currency exchange rates in effect on the date of such determination; provided, that no Default shall arise as a result of any limitation set forth in Dollars in Article VI being exceeded solely as a result of changes in currency exchange rates from those rates applicable at the time or times Indebtedness, Liens, Investments or other transactions were initially consummated in reliance on the

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exceptions under such Sections. For purposes of any determination under Section 6.04 or 6.09, the amount of each investment, asset disposition or other applicable transaction denominated in a foreign currency shall be translated into Dollars at the currency exchange rate in effect

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on the date such investment, disposition or other transaction is consummated. Such currency exchange rates shall be determined in good faith by the Borrower.

SECTION 1.09Calculations.

(a)For purposes of determining the amount of any Investment outstanding for purposes of Section 6.04, such amount shall be deemed to be the amount of such Investment when made, purchased or acquired (without adjustment for subsequent increases or decreases in the value of such Investment) less any actual cash amount realized by the applicable Loan Party or Subsidiary in respect of such Investment upon the sale, collection or return of capital (not to exceed the original amount invested).

(b)Notwithstanding anything to the contrary herein, for purposes of determining whether the incurrence of any Indebtedness is in compliance with any financial test set forth in this Agreement, such test shall be calculated (i) on a pro forma basis for the incurrence of such Indebtedness and adherence (ii) in the case of any such Indebtedness constituting revolving Indebtedness or delayed draw Indebtedness, assuming that such Indebtedness is fully drawn.

ARTICLE II

THE CREDITS

SECTION 2.01Commitments. Subject to other the terms and conditions set forth herein, each Lender severally agrees to make Loans to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in such Lender's Credit Exposure exceeding such Lender's Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Loans.

SECTION 2.02Loans and Borrowings.

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(a)Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Swingline Loan shall be made in accordance with the procedures set forth in Section 2.04 below.

(b)Subject to Sections 2.14 and 2.25, each Borrowing shall be comprised entirely of ABR Loans or Term SOFR Loans as the Borrower may request in accordance herewith. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Term SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16, 2.17 and 2.25 shall apply to such Affiliate to the same extent as to such Lender); provided, that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accord□ance with the terms of this Agreement.

(c)At the commencement of each Interest Period for any Term SOFR Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1.0 million. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1.0 million; provided, that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Each Swingline Loan shall be in an amount that is an integral multiple of $100,000 and not less than $1.0 million.

Borrowings of more than one Type may be outstanding at the same time; provided, that there shall not at any time be more than a total of eight (8) Term SOFR Borrowings outstanding.

(d)Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request either in writing (delivered by hand, e-mail or fax) in substantially the form of Exhibit F and signed by the Borrower or by telephone (such request a "Borrowing Request") (a) in the case of

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a Term SOFR Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 p.m. (noon), New York City time, on the date of the proposed Borrowing; provided, that any such notice of an ABR Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e) may be given not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or e-mail to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

(i) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing; and

(iv)in the case of a Term SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period.”

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

SECTION 2.04Swingline Loans.

(a)Subject to the terms and conditions set forth herein, from time to time during the Availability Period, each Swingline Lender may, but shall have no obligation to, make Swingline Loans to the Borrower in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans made by such Swingline Lender exceeding such Swingline Lender’s Swingline Commitment or (ii) such Swingline Lender’s Credit Exposure exceeding its Commitment; provided, that a Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(b)To request a Swingline Loan, the Borrower shall notify the Administrative Agent of such request either in writing (delivered by hand, e-mail or fax) in substantially the form of Exhibit H and signed

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by the Borrower or by telephone (such request a "Swingline Request"), not later than 12:00 p.m. (noon), New York City time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Administrative Agent will promptly advise each Swingline Lender of any such notice received from the Borrower. Each Swingline Lender shall make its ratable portion of the requested Swingline Loan (such ratable portion to be calculated based upon such Swingline Lender's Commitment to the total Commitments of all of the Swingline Lenders) available to the Borrower by means of a credit to an account of the Borrower with the Administrative Agent designated for such purpose (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e), by remittance to the Issuing Bank) by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c)The failure of any Swingline Lender to make its ratable portion of a Swingline Loan shall not relieve any other Swingline Lender of its obligation hereunder to make its ratable portion of such Swingline Loan on the date of such Swingline Loan, but no Swingline Lender shall be responsible for the failure of any other Swingline Lender to make the ratable portion of a Swingline Loan to be made by such other Swingline Lender on the date of any Swingline Loan.

(d)Any Swingline Lender may by written notice given to the Administrative Agent require the Lenders to acquire participations in all or a portion of its Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's applicable percentage of such Swingline Loans. Each Lender hereby absolutely and unconditionally agrees, promptly upon receipt of such notice from the Administrative Agent (and in any event, if such notice is received by 12:00 p.m. (noon), New York City time, on a Business Day no later than 4:00 p.m. New York City time on such Business Day and, if received after 12:00 p.m. (noon), New York City time on a Business Day, no later than 12:00 p.m. (noon) New York City time on the immediately succeeding Business Day), to pay to the Administrative Agent, for the account of such Swingline Lenders, such Lender's applicable percentage of such Swingline Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to such Swingline Lenders the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired

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pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to such Swingline Lenders. Any amounts received by a Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to such Swingline Lenders, as their interests may appear; provided, that any such payment so remitted shall be repaid to such Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(e)Any Swingline Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Swingline Lender and the successor Swingline Lender.

The Administrative Agent shall notify the Lenders of any such replacement of a Swingline Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued for the account of the replaced Swingline Lender pursuant to Section 2.13(a). From and after the effective date of any such replacement, (x) the successor Swingline Lender shall have all the rights and obligations of the replaced Swingline Lender under this Agreement with respect to Swingline Loans made thereafter and (y) references herein to the term “Swingline Lender” shall be deemed to refer to such successor or to any previous Swingline Lender, or to such successor and all previous Swingline Lenders, as the context shall require. After the replacement of a Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to its replacement, but shall not be required to make additional Swingline Loans.

(f) Subject to the appointment and acceptance of a successor Swingline Lender, any Swingline Lender may resign as a Swingline Lender at any time upon thirty (30) days’ prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Swingline Lender shall be replaced in accordance with Section 2.04(e) above.

SECTION 2.05[Reserved].

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SECTION 2.06Letters of Credit.

(a)General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of (and the Issuing Bank shall issue) Letters of Credit denominated in Dollars, as the applicant thereof for the support of its or its Subsidiaries' obligations in a form reasonably acceptable to the applicable Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the attached Release (defined below)terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. The Borrower unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued for the support of any Subsidiary's obligations as provided in the first sentence of this clause (a), the Borrower will be fully responsible for the reimbursement of LC Disbursements in accordance with the terms hereof, the payment of interest thereon and the payment of fees due under Section 2.12(b) to the same extent as if it were the sole account party in respect of such Letter of Credit (the Borrower hereby irrevocably waiving any defenses that might otherwise be available to it as a guarantor or surety of the obligations of such Subsidiary that is an account party in respect of any such Letter of Credit). Company Notwithstanding anything herein to the contrary, the Issuing Bank shall have no obligation hereunder to issue, and Employee shall not issue, any Letter of Credit (i) the proceeds of which would be made available to any Person (A) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions, in either such case, in violation of any such Sanctions or (B) in any manner that would result in a violation of any Sanctions by any party to this Agreement, (ii) if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing such Letter of Credit, or any Requirement of Law relating to the Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Issuing Bank shall prohibit, or request that the Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the Issuing Bank in good faith deems material to it, or (iii) if the issuance of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally; provided, that, notwithstanding anything herein to the contrary, (x) the

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Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed not to be in effect on the Effective Date for purposes of clause (ii) above, regardless of the date enacted, adopted, issued or implemented.

(b)Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or fax (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Administrative Agent (reasonably in advance of, but in any event no less than three (3) Business Days prior to the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with clause (c) of this Section 2.06) and whether such Letter of Credit shall contain automatic extension or renewal provisions, the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed $10.0 million and (ii) the Aggregate Credit Exposure shall not exceed the aggregate Commitments of all Lenders.

(c)Expiration Date. Each Letter of Credit shall expire (or be subject to termination or non-renewal by notice from the applicable Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, including any automatic renewal provision, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the Maturity Date; provided, that, upon the Borrower's request, any such Letter of Credit which is issued in the final year prior to the Maturity Date may have an expiry date which is up to one year after the Maturity Date if, at least five (5) Business Days prior to the Maturity Date, the Borrower (A) deposits with the Administrative Agent cash collateral in an amount equal to 103% of the amount of the LC Exposure as of such date or (B) provides a backup standby letter of credit, in each case, reasonably satisfactory to the relevant Issuing Bank. Each Letter of Credit with automatic extension or renewal provisions shall, subject to the right of the respective Issuing Bank to terminate such automatic renewal in accordance with the terms of such Letter of Credit upon the occurrence of an Event of Default, be automatically renewed for a successive one-year period on each anniversary of the date of the issuance of such Letter of Credit, until cancelled by the Borrower by notice to the applicable Issuing Bank in accordance with the terms of such Letter of Credit agreed upon at the time such Letter of Credit is issued; provided, that such Letter of Credit shall expire at or prior to the close of business on the date that is five (5) Business Days prior to the

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Maturity Date if not earlier cancelled, unless otherwise agreed with the relevant Issuing Bank and subject to satisfactory arrangements with respect thereto as contemplated above.

(d)Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the

aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in clause (e) of this Section 2.06, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e)Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount (in the applicable currency) equal to such LC Disbursement not later than 12:00 p.m. (noon), New York City time, on the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided, that, the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.04 that such payment be financed with an ABR Borrowing or Swingline Loan in an amount equal to such payment and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing or Swingline Loan. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatismutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to

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the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of ABR Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in clause (e) of this Section 2.06 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.06, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a

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drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Bank; provided, that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank

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shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g)Disbursement Procedures. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower in writing of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided, that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h)Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses or finances such LC Disbursement, at the rate *per annum* then applicable to ABR Loans and such interest shall be payable on the date when such reimbursement is due; provided, that, if the Borrower fails to reimburse or finance such LC Disbursement when due pursuant to clause (e) of this Section 2.06, then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to clause (e) of this Section 2.06 to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. An Issuing Bank may be referred replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein collectively to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the "context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash CollateralizationParties," and each an individual a "***Party***". If you any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than

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50% of the aggregate LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "LC Collateral Account"), an amount in cash equal to 103% of the amount of the LC Exposure as of such date plus accrued and unpaid interest thereon; provided, that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Article VII. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and the Borrower hereby grants the Administrative Agent a security interest in the LC Collateral Account to secure the Obligations. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the LC Collateral Account. Moneys in the LC Collateral Account shall be applied by the Administrative Agent to reimburse the Issuing Banks for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure), be applied to satisfy other Secured Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all such Defaults have been cured or waived.

(k)Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section 2.06, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the stated amount of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and amount of such LC

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Disbursement, (iv) on any Business Day on which the Borrower fails to reimburse or finance an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount of such LC Disbursement, and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(l) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination.

SECTION 2.07Funding of Borrowings.

(a)Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:00 p.m. (noon), New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage; provided, that Swingline Loans shall be made as

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provided in Section 2.04. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent and designated by the Borrower in the applicable Borrowing Request; provided, that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the Issuing Banks.

(b)Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with clause (a) of this Section 2.07 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the

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Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.08. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This section shall not apply to Borrowings of Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.08, the Borrower shall notify the Administrative Agent of such election either in writing (by hand delivery, fax or email) in substantially the form of Exhibit G and signed by the Borrower or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or e-mail to the Administrative Agent of a written Interest Election Request in substantially the form of Exhibit G and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

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(ii)the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii)whether the resulting Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing; and

(iv)if the resulting Borrowing is a Term SOFR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “Interest Period”.

If any such Interest Election Request requests a Term SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration.

(d)Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender’s portion of each resulting Borrowing.

(e)If the Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing and (ii) unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09Termination and Reduction of Commitments.

(a)Unless previously terminated or extended pursuant to the terms outlined here, please and conditions hereof, all Commitments shall terminate on the Maturity Date.

(b)The Borrower may at any time, without (subject to Section 2.16) premium or penalty, terminate the Commitments upon Payment in Full.

(c)The Borrower may from time to time, without (subject to Section 2.16) premium or penalty, reduce the Commitments; provided, that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $1.0 million and not less than $5.0 million (or if less, the aggregate amount of the outstanding Commitments), and (ii) the Borrower shall not reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Aggregate Credit Exposure would exceed the aggregate Commitments of all Lenders.

(d)The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under clause (b) or (c) of this Section 2.09 at least three (3) Business Days prior to the effective date of such termination or reduction (or such shorter period as the Administrative Agent may agree), specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent

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shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.09 shall be irrevocable; provided, that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or events, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any

termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.10Repayment of Loans; Evidence of Debt.

(a)The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Maturity Date and (ii) to the Administrative Agent for the account of the Swingline Lenders the then unpaid principal amount of each Swingline Loan on the earlier of the Maturity Date and the date that is five (5) Business Days after such Swingline Loan is made; provided, that on each date that a Borrowing is made, the Borrower shall repay all Swingline Loans then outstanding and the proceeds of any such Borrowing shall be applied by the Administrative Agent to repay any Swingline Loans then outstanding.

(b)Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c)The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, if any, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender’s share thereof.

(d)The entries made in the accounts maintained pursuant to clause (b) or (c) of this Section 2.10 shall be primafacie evidence of the existence and amounts of the obligations recorded therein absent manifest error; provided, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the

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terms of this Agreement; provided, further, that in the event of a conflict between the entries made in the accounts maintained pursuant to clause (b) or (c) of this Section 2.10 and the Register, the Register shall govern.

(e)Any Lender may request that Loans made by it be evidenced by a promissory note in substantially the form of Exhibit I completed as appropriate (each a "Note" and, collectively, the "Notes"). In such event, the Borrower shall prepare, execute and deliver to such Lender a Note payable to such Lender and its registered assigns. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more Notes in such form payable to such payee and its registered assigns.

SECTION 2.11Prepayment of Loans.

(a)The Borrower shall have the right at any time and from time to time, without (subject to Section 2.16) premium or penalty, to prepay any Borrowing in whole or in part, subject to prior notice in accordance with clause (c) of this Section 2.11.

(b)In the event and on such occasion that the Aggregate Credit Exposure exceeds the aggregate Commitments of all Lenders, the Borrower shall prepay the Loans (including any Swingline Loans) and/or cash collateralize the LC Exposure (in accordance with Section 2.06(j)) in an aggregate amount equal to such excess.

(c)The Borrower shall notify the Administrative Agent (and, in the case of prepayment of Swingline Loans, the Swingline Lenders) in writing of any prepayment hereunder (i) in the case of prepayment of a Term SOFR Borrowing, not later than 12:00 p.m. (noon), New York City time, three (3) Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing, not later than 12:00 p.m. (noon), New York City time, one (1) Business Day before the date of prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 12:00 p.m. (noon), New York City time, on the date of prepayment, in each case, or such shorter period as the Administrative Agent may agree. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided, that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Borrowing,

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the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

SECTION 2.12Fees.

(a)The Borrower agrees to pay to the Administrative Agent for the account of each Lender (other than a Defaulting Lender, subject to Section 2.20) a commitment fee, which shall accrue at the "Commitment Fee Rate" set forth in the definition of Applicable Rate on the average daily amount of the Available Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Commitments terminate; provided, however, that for purposes of this clause (a) any Swingline Loan shall not be considered when calculating the amount of the Available Commitment. Accrued commitment fees shall be payable in arrears on the first Business Day of each January, April, July and October and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(b)The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender (other than a Defaulting Lender, subject to Section 2.20) a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Term SOFR Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to the applicable Issuing Bank a fronting fee, which shall accrue at the rate of 0.25% *per annum* on the average daily amount of each applicable Letter of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as the applicable Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable on the first Business Day of each of each January, April, July and October following such last day, commencing on the first such date to occur after the Effective Date; provided, that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

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(c)The Borrower agrees to pay to the Administrative Agent, for its own account, and to any Lender, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent or such Lender.

(d)All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.13Interest.

(a)The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b)The Loans comprising each Term SOFR Borrowing shall bear interest at Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c)Notwithstanding the foregoing, upon the occurrence of an Event of Default pursuant to either Article VII(a), (b), (h) or (i), any unpaid principal, interest on any Loan, any fee or other amount payable by the Borrower hereunder shall automatically bear interest, after as well as before judgment, at a rate *per annum* equal to (i) in the case of overdue principal of any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section 2.13 or (ii) in the case of any other amount, 2.00% plus the rate applicable to ABR Loans as provided in clause (a) of this Section 2.13.

(d)Accrued interest on each Loan (for ABR Loans, accrued through the last day of the prior calendar quarter) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments; provided, that (i) interest accrued pursuant to clause (c) of this Section 2.13 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e)All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first

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day but excluding the last day). The applicable Alternate Base Rate, Adjusted Term SOFR or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14 Alternate Rate of Interest; Illegality.

(a) Subject to Section 2.25 and clause (b) of this Section 2.14, if prior to the commencement of any Interest Period for a Term SOFR Borrowing the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Required Lenders notify the Administrative Agent (with a copy to the Borrower) that the Required Lenders have determined that:

(i) adequate and reasonable means do not exist for ascertaining the Term SOFR Reference Rate or Adjusted Term SOFR, as applicable, for any requested Interest Period,

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including, without limitation, because the Term SOFR Reference Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders through Electronic Systems as provided in Section 9.01 as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, the obligation of the Lenders to make or maintain Term SOFR Loans shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods). Upon receipt of such notice, the Borrower may revoke any pending request for a Term SOFR Borrowing or conversion to or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for an ABR Borrowing in the amount specified therein.

(b) If after the date hereof, the adoption of any applicable law, or any change in any applicable law (whether adopted before or after the Effective Date), or any change in interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any directive (whether or not having the force of law)

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of any such authority, central bank or comparable agency, shall make it unlawful or impossible for any Lender to make, maintain or fund its portion of Term SOFR Loans, such Lender shall so notify the Administrative Agent, and the Administrative Agent shall forthwith give notice thereof to the other Lenders and the Borrower. Before giving any notice to the Administrative Agent pursuant to this Section 2.14(b), such Lender shall designate a different lending office if such designation will avoid the need for giving such notice and will not, in the sole reasonable judgment of such Lender, be otherwise materially disadvantageous to such Lender. Upon receipt of such notice, notwithstanding anything contained in Article II, the Borrower shall repay in full the then outstanding principal amount of such Lender's portion of each affected Term SOFR Loan, together with accrued interest thereon, on either (i) the last day of the then current Interest Period applicable to such affected Term SOFR Loans if such Lender may lawfully continue to maintain and fund its portion of such Term SOFR Loan to such day or (ii) immediately if such Lender may not lawfully continue to fund and maintain its portion of such affected Term SOFR Loans to such day. Concurrently with repaying such portion of each affected Term SOFR Loan, the Borrower may borrow an ABR Loan from such Lender, whether or not it would have been entitled to effect such borrowing and such Lender shall make such Loan, if so requested, in an amount such that the outstanding principal amount of the affected Loan made by such Lender shall equal the outstanding principal amount of such Loan immediately prior to such repayment. The obligation of such Lender to make Term SOFR Loans is suspended only until such time as it is once more possible and legal for such Lender to fund and maintain Term SOFR Loans.

SECTION 2.15 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the applicable interbank market any other condition, cost or expense affecting this Agreement or Term SOFR Loans made by such Lender or any Letter of Credit or participation therein; or

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(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting into or maintaining any Term SOFR Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receiv□able by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b)If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c)A certificate of a Lender or the applicable Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in clause (a) or (b) of this Section 2.15 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d)Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to clauses (a), (b) and (c) of this Section 2.15 shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; providedfurther that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.16Break Funding Payments. In the event of (a) the payment of any principal of any Term SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event

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of Default), (b) the conversion of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term SOFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked

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under Section 2.09(d) and is revoked in accordance therewith), or (d) the assignment of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (which shall not include any loss of margin or Applicable Rate). In the case of Term SOFR Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan); over (ii) the amount of interest (as reasonably determined by such Lender) which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the applicable market arising from the liquidation or redeployment of funds or from any fees payable. A certifi□cate of any Lender setting forth, in reasonable detail, any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.17Withholding of Taxes; Gross-Up.

(a)Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by such Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable

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Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b)Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c)Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d)Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e)Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan

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Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this clause (e).

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by applicable law and at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law or as reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A)any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B)any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

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(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or W-8BEN-E, as applicable establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the Beneficial Owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, W-8BEN or W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form W-9, and/or other certification documents from each Beneficial Owner, as applicable; provided, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C)any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

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(D)if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section

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1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g)Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this clause (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this clause (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had

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not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such Tax had never been paid. This clause (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h)Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) Defined Terms. For purposes of this Section 2.17, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18Payments Generally; Allocation of Proceeds; Sharing of Setoffs.

(a)The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 1:00 p.m., New York City time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to one or more accounts as it may designate to the Borrower in writing from time to time, except payments to be made directly to an Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for

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the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b)Any proceeds of Collateral and all other payments, proceeds or recoveries with respect to the Obligations received by the Administrative Agent (i) not constituting a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower), or (ii)

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after an Event of Default has occurred and is continuing, shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent and the Issuing Banks from the Borrower (other than in connection with Banking Services Obligations or Swap Agreement Obligations), second, to pay any fees or expense reimbursements then due to the Lenders from the Borrower (other than in connection with Banking Services Obligations or Swap Agreement Obligations), third, to pay interest then due and payable on the Loans ratably, fourth, to prepay principal on the Loans and unreimbursed LC Disbursements, fifth, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit, to be held as cash collateral for such Obligations, sixth, to the payment of any amounts owing with respect to Banking Services Obligations and Secured Swap Agreement Obligations and seventh, to the payment of any other Secured Obligation due to the Administrative Agent or any Lender by the Borrower. Notwithstanding the foregoing, amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower, or unless a Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Term SOFR Loan, except (a) on the expiration date of the Interest Period applicable to any such Term SOFR Loan or (b) in the event, and only to the extent, that there are no outstanding ABR Loans and, in any such event, the Borrower shall pay the break funding payment required in accordance with Section 2.16. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

Notwithstanding the foregoing, Obligations arising under Banking Services Obligations or Swap Agreement Obligations shall be excluded from the application described above and paid in clause sixth if the Administrative Agent has not received written notice thereof in accordance with the definition of Secured Obligations, together with such supporting documentation as the Administrative Agent may have reasonably requested from the applicable provider of such Banking Services or Swap Agreements.

(c)At the election of the Borrower but subject to the conditions set forth in Section 4.02, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including all reimbursement for fees, costs and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by the Borrower pursuant to Section 2.03 or a deemed request as provided in this Section 2.18 or may be deducted from any deposit account of the Borrower maintained with the Administrative Agent.

(d)If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans; provided,

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that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrower or any Subsidiary (as to which the provisions of this paragraph shall apply) or (z) the implementation of any Extension Offer accepted by the Required Lenders. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e)Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender’s obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and apply any such amounts to, any future funding obligations of such Lender hereunder; application of amounts pursuant to (i) and (ii) above shall be made in such order as may be determined by the Administrative Agent in its discretion.

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(g)The Administrative Agent may from time to time provide the Borrower with billing statements or invoices with respect to any of the Secured Obligations (the "Billing Statements"). The Administrative Agent is under no duty or obligation to provide Billing Statements, which, if provided, will be solely for the Borrower's convenience. The Billing Statements may contain estimates of the amounts owed during the relevant billing period, whether of principal, interest, fees or other Secured Obligations. If the Borrower pays the full amount indicated on a Billing Statement on or before the due date indicated on such Billing Statement, the Borrower shall not be in default; provided, that acceptance by the Administrative Agent, on behalf of the Lenders, of any payment that is less than the payment due at that time shall not constitute a waiver of the Administrative Agent's or the Lenders' right to receive payment in full at another time.

SECTION 2.19Mitigation Obligations; Replacement of Lenders.

(a)If any Lender requests compensation under Section 2.15, or if the Borrower or the Loan Guarantors are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment

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of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b)If (i) any Lender requests compensation under Section 2.15, (ii) any Lender fails to consent to a requested amendment, waiver or modification to any Loan Document in which Required Lenders have already consented to such amendment, waiver or modification but the consent of each Lender (or each Lender directly affected thereby, as applicable) is required with respect thereto, (iii) the Borrower or the Loan Guarantors are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or (iv) any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all of its interests, rights (other than its existing rights to payments pursuant to

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Section 2.15 or 2.17) and obligations under this Agreement and other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (A) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Banks and Swingline Lenders), which consent shall not unreasonably be withheld, conditioned or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (C) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 2.19 may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender making such assignment need not be a party thereto.

SECTION 2.20Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a)fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b)such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 9.02(b)) and the Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02) or under any other Loan Document; provided, that, except as otherwise provided in Section 9.02, this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby;

(c)if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

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(i) all or any part of such Swingline Exposure and/or such LC Exposure of such Defaulting Lender (other than the portion of such Swingline Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that the sum of all non-Defaulting Lenders' Credit Exposures plus such Defaulting Lender's Swingline Exposure and/or LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments; and

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one (1) Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize for the benefit of the Issuing Banks only the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii)if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to this Section 2.20(c), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv)if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to Section 2.20(c), then the fees payable to the Lenders pursuant to Section 2.12(a) and Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; or

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to Section 2.20(c), then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks until such LC Exposure is cash collateralized and/or reallocated;

(d)so long as such Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Bank shall be required to issue or increase any Letter of Credit, unless it is reasonably satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.20(c), and Swingline Exposure related to any such newly made Swingline Loan or LC Exposure related to any such newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein);

(e)if (i) a Bankruptcy Event with respect to a Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) any Swingline Lender or Issuing Bank has a good faith belief

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that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Swingline Lender shall be required to fund any Swingline Loan and no such Issuing Bank shall be required to issue or increase any Letter of Credit unless such Swingline Lender or Issuing Bank shall have entered into arrangements with the Borrower or such Lender, reasonably satisfactory to such Swingline Lender or Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder; and

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(f) in the event and on the date that each of the Administrative Agent, the Borrower, each Swingline Lender and each Issuing Bank agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure of the other Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

Nothing contained herein shall be deemed to be a release of any claims of the Administrative Agent or the Borrower against any Defaulting Lender for its breach of any of its obligations under this Agreement.

SECTION 2.21Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations (including a payment effected through exercise of a right of setoff), the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion), then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the termination of this Agreement.

SECTION 2.22Increase of Commitments.

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(a)The Borrower shall have the right at any time after the Effective Date to request that the aggregate Commitments hereunder be increased (a "Commitment Increase") in accordance with the following provisions and subject to the following conditions:

(i) The Borrower shall give the Administrative Agent, which shall promptly deliver a copy thereof to each of the Lenders, at least ten (10) Business Days' prior written notice (a "Notice of Increase") of any such requested increase specifying the aggregate amount by which the Commitments are to be increased, which shall be at least $5.0 million, the requested date of increase (the "Requested Increase Date") and the date by which the Lenders wishing to participate in the Commitment Increase must commit to an increase in the amount of their respective Commitments (the "Commitment Date"). Each Lender that is willing in its sole discretion to participate in such requested Commitment Increase (each an "Increasing Lender") shall give written notice to the Administrative Agent on or prior to the Commitment Date of the amount by which it is willing to increase its Commitment.

(ii) Promptly following each Commitment Date, the Administrative Agent shall notify the Borrower as to the amount, if any, by which the Lenders are willing to participate in the requested Commitment Increase. In addition, the Borrower may extend offers to one or more Eligible Assignees, each of which must be reasonably satisfactory to the Administrative Agent, (such consent not to be unreasonably withheld) to participate in any portion of the requested Commitment Increase; provided, however, that the Commitment of each such Eligible Assignee shall be in an amount of not less than $1.0 million or an integral multiple of $1.0 million in excess thereof. Any such Eligible Assignee that agrees to acquire a Commitment pursuant hereto is herein called an "Additional Lender".

(iii)Effective on the Requested Increase Date, subject to the terms and conditions hereof, (x) the Commitment Schedule shall be deemed to be amended to reflect the increases contemplated hereby, (y) the Commitment of each Increasing Lender shall be increased by an amount determined by the Administrative Agent and the Borrower (but in no event greater than the amount by which such Lender is willing to increase its Commitment), and (z) each Additional Lender shall enter into an agreement in form and substance reasonably satisfactory to the Borrower and the Administrative Agent pursuant to which it shall undertake, as of such Requested Increase Date, a new Commitment in an amount determined by the Administrative Agent and the Borrower (but in no event greater than the amount by which such Lender is willing to participate in the requested Commitment Increase), and such Additional Lender shall thereupon be deemed to be a Lender for all purposes of this Agreement.

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(iv) If on the Requested Increase Date there are any Loans outstanding hereunder, the Borrower shall borrow from all or certain of the Lenders and/or prepay Loans of all or certain of the Lenders such that, after giving effect thereto, the Loans (including the Types and Interest Periods thereof) and such participations shall be held by the Lenders (including for such purposes the Increasing Lenders and the Additional Lenders) ratably in accordance with their respective Commitments. On and after each Requested Increase Date, the ratable share of each Lender's participation in Letters of Credit and Loans from draws under Letters of Credit shall be calculated after giving effect to each such Commitment Increase.

(b) Anything in this Section 2.22 to the contrary notwithstanding, no increase in the aggregate Commitments hereunder pursuant to this Section 2.22 shall be effective unless:

(i) as of the date of the relevant Notice of Increase and on the relevant Requested Increase Date and after giving effect to such increase, (x) no Default or Event of Default shall have occurred and be continuing and (y) the condition set forth in Section 4.02(a) shall be satisfied;

(ii) to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (A) customary legal opinions, board resolutions and officers' certificates consistent with the documentation delivered on the Effective Date (conformed as appropriate) other than changes to such legal opinions resulting from a change in law, change in fact or change to counsel's form of opinion reasonably satisfactory to the Administrative Agent and (B) any reaffirmation or similar documentation as reasonably requested by the Administrative Agent in order to ensure that such Increasing Lender or Additional Lender is provided with the benefit of the applicable Loan Documents;

(iii) after giving effect to such Commitment Increases, the aggregate principal amount of all such Commitment Increases incurred since the Effective Date shall not exceed an amount equal to the sum of (A) $50.0 million *plus* (B) 100% of Consolidated Adjusted EBITDA for the most recently ended Reference Period, on a pro forma basis; and

(iv) after giving effect to any such Commitment Increase, the Borrower shall be in pro forma compliance with the Financial Covenants for the most recently ended Reference Period and the Borrower shall have delivered to the Administrative Agent reasonably detailed calculations demonstrating such compliance.

SECTION 2.23 Banking Services and Swap Agreements. Each Lender or Affiliate thereof providing Banking Services for, or having Swap Agreements with, the Borrower or any of its Subsidiaries shall deliver to the Administrative Agent, promptly after entering into such Banking Services or Swap

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Agreements, written notice thereof, in each case, to the extent such Banking Services or Swap Agreements relate to Secured Obligations. In furtherance of that requirement, each such Lender or Affiliate thereof shall furnish the Administrative Agent, from time to time promptly upon a request therefor, a summary of the amounts due or to become due in respect of such Banking Services Obligations and Swap Agreement Obligations that constitute Secured Obligations, together with such supporting documentation as the Administrative Agent may have reasonably requested from the applicable provider of such Banking Services or Swap Agreement. The most recent information provided to the Administrative Agent shall be used in determining which tier of the waterfall, contained in Section 2.18(b), such Banking Services Obligations and/or Swap Agreement Obligations will be placed.

SECTION 2.24Amend and Extend Transactions.

(a)The Borrower may, by written notice to the Administrative Agent from time to time, request an extension (each, an "Extension") of the Maturity Date to the extended maturity date specified in such notice. Such notice shall (i) set forth the amount of Commitments that will be subject to the Extension (which request shall be in minimum increments of $1.0 million and a minimum amount of $5.0 million), and (ii) set forth the date on which such Extension is requested to become effective (which shall be not less than ten Business Days nor more than sixty (60) days after the date of such Extension notice (or such longer or shorter periods as the Administrative Agent shall agree in its sole discretion)). The Lenders shall be offered (an "Extension Offer") an opportunity to participate in such Extension on a pro rata basis and on the same terms and conditions as each other Lender pursuant to procedures established by, or reasonably acceptable to, the Administrative Agent and Borrower. If the aggregate principal amount of Commitments in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Commitments subject to the Extension Offer as set forth in the Extension notice, then the Commitments of the Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts with respect to which such Lenders have accepted such Extension Offer. Notwithstanding anything to the contrary in this Agreement, any individual Lender's agreement to extend its Commitments, in whole or in part, pursuant to this Section 2.24 shall be in such Lender's sole discretion.

(b) The following shall be conditions precedent to the effectiveness of any Extension: (i) no Default or Event of Default shall have occurred and be continuing immediately prior to and immediately after giving effect to such Extension, (ii) the representations and warranties set forth in Article III and in each other Loan Document shall be deemed to be made and shall be true and correct in all material respects on and as of the effective date of such Extension, (iii) each relevant Issuing Bank shall have consented to any Extension of the Commitments, to the extent that such Extension provides for the issuance or extension of Letters of Credit at any time during the extended period and (iv) the terms of such Extended Commitments shall comply with clause (c) of this Section 2.24.

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(c)The terms of each Extension shall be determined by the Borrower and the applicable extending Lenders and set forth in an Extension Amendment; provided, that (i) the final maturity date of any Extended Commitment shall be no earlier than the Maturity Date, (ii) there shall be no scheduled amortization of the loans or reductions of commitments under any Extended Commitments, (iii) the Extended Loans will rank pari passu in right of payment and security with the existing Loans and the borrower, guarantors and collateral of the Extended Commitments shall be the same as the Borrower, Loan Guarantors and Collateral with respect to the existing Loans, (iv) the interest rate margin and any fees applicable to any Extended Commitment (and the Extended Loans thereunder) shall be determined by Borrower and the applicable extending Lenders, (v) borrowing and prepayment of Extended Loans, or reductions of Extended Commitments, and participation in Letters of Credit, shall be on a pro rata basis with the other Loans or Commitments (other than upon the maturity of the non-extended Loans and

Commitments) and (vi) the terms of the Extended Commitments shall be substantially identical to the terms set forth herein (other than upon the maturity of the non-extended Loans and Commitments).

(d)In connection with any Extension, the Borrower, the Administrative Agent and each applicable extending Lender shall execute and deliver to the Administrative Agent an Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Extension. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension. Any Extension Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to implement the terms of any such Extension, including any amendments necessary to establish Extended Commitments as tranche of Commitments and such other technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranche (including to preserve the pro rata treatment of the extended and non-extended tranches and to provide for the reallocation of Credit Exposure upon the expiration or termination of the commitments under any tranche), in each case on terms consistent with this Section 2.24.

SECTION 2.25Benchmark Replacement Setting.

(a)Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with

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respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.25(a) will occur prior to the applicable Benchmark Transition Start Date.

(b)Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c)Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. For the avoidance of doubt, any notice required to be delivered by the Administrative Agent as set forth in this Section 2.25 may be provided, at the option of the Administrative Agent (in its sole discretion), in one or more notices and may be delivered together with, or as part of any amendment which implements any Benchmark Replacement or Conforming Changes. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.25(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.25, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any

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other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.25.

(d)Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i)

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if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of "Interest Period" or "Interest Payment Date" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" or "Interest Payment Date" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e)Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Term SOFR Loan or conversion to or continuation of any Term SOFR Loan to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to an ABR Loan. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

(f) Disclaimer. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any alternative, successor or replacement rate (including any Benchmark Replacement) prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of SOFR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain SOFR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case

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pursuant to the terms of the this Agreement, and shall have no liability to the Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages,

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costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders that:

SECTION 3.01 Organization; Powers. Each of the Loan Parties and each of its Subsidiaries is duly organized, validly existing and (to the extent applicable in its jurisdiction of organization) in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability. The Transactions are within each Loan Party's corporate or limited liability company powers, as the case may be, and have been duly authorized by all necessary corporate or limited liability company and, if required, stockholder or member action. Each Loan Document to which each Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03 Governmental and Third Party Approvals; No Conflicts. The Transactions (a) do not, on the part of any Loan Party or any of its Subsidiaries, require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other Person, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any Requirement of Law applicable to any Loan Party or

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any of its Subsidiaries or any order of any Governmental Authority applicable to any Loan Party, (c) will not violate or result in a default under, or give rise to a right to require any payment to be made by any Loan Party or any of its Subsidiaries under, (i) any indenture or loan agreement, in each case, evidencing Material Indebtedness, (ii) any Swap Agreement with a Swap Termination Value in excess of $5.0 million or (iii) any other material agreement, in each case which is binding upon any Loan Party or any of its Subsidiaries or its assets, and (d) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of its Subsidiaries, except Liens created pursuant to the Loan Documents, except, solely in the case of clauses (a), (b) or (c)(iii) hereof, as could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04Financial Condition; No Material Adverse Change.

(a)The Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2022, reported on by the Accounting Firm and (ii) as of and for the fiscal quarter and the portion of the fiscal year ending September 30, 2023. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b)No event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, since December 31, 2022.

SECTION 3.05Properties, Permits, etc.

(a)Each of the Loan Parties and its Subsidiaries has good title to, or valid leasehold interests in, or rights to use, all its real and personal property, subject to Permitted Liens and except for defects in title, interests or rights that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b)Each Loan Party and each of its Subsidiaries is in compliance with all permits, licenses, authorizations, approvals, entitlements and accreditations of Governmental Authorities or otherwise that are required for such Person to lawfully own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired by such Person, other than those permits, licenses,

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authorizations, approvals, entitlements and accreditations the lack of which could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any of the foregoing is not in full force and effect, except where such suspension, revocation, impairment, forfeiture, non-renewal or claim could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(c)Each of the Loan Parties and its Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Loan Parties and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06Litigation and Environmental Matters.

(a)There are no actions, suits, proceedings or investigations by or before any arbitrator or Governmental Authority or any applicable self-regulatory organization pending against or, to the knowledge of any Loan Party, threatened in writing against the Loan Parties or any of its Subsidiaries or any of their respective properties (i) that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve this Agreement or the Transactions.

(b)No Loan Party nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability that, in each case, individually in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.07Compliance with Laws and Agreements; No Default.

(a)Each Loan Party and its Subsidiaries is in compliance with all Requirements of Law applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

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(b)No Default has occurred and is continuing.

SECTION 3.08Investment Company Status. No Loan Party nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under the Investment Company Act of 1940.

SECTION 3.09Taxes. Each Loan Party and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes assessments, claims and governmental charges levied or imposed upon them or their properties, income or assets or otherwise due and payable, except (a) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP and (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10ERISA.

(a)No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. Except as could not reasonably be expected to result in a Material Adverse Effect, with respect to each Plan, the "funding target," as defined in Section 430(d)(1) of the Code, with respect to such Plan, does not exceed the fair market value of all such Plan's assets, as determined pursuant to Section 430(g) of the Code, all determined as of the then-most recent valuation date for such Plan using the actuarial assumptions used to determine the Plan's "funding target attainment" percentage as defined in Section 430(d) of the Code.

(b)No Loan Party holds or will hold Plan Assets or "plan assets" of any governmental plan that is subject to laws or regulations similar to Section 406 of ERISA or 4975 of the Code ("Similar Law"). None of the transactions contemplated under the Loan Documents constitutes or will result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or any violation of applicable Similar Law.

(c)Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Foreign Pension Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities; (ii) all contributions required to be made with respect to a Foreign Pension Plan have been timely made; (iii) neither the Borrower nor any of its Subsidiaries has incurred any obligation in connection with the termination of, or withdrawal from, any Foreign Pension Plan; and (iv) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Pension Plan, determined as of the end of the Borrower's most recently ended fiscal year on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the assets of such Foreign Pension Plan allocable to such benefit liabilities.

SECTION 3.11Disclosure.

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(a)The Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any Subsidiary is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other written information (when taken together with the Borrower's most recently (as of the date hereof) filed and publicly available 10-K and 10-Q, and 8-Ks filed at any time following such 10-K, in each case with the SEC) (other than any projected financial information or other forward-looking information or information of a general economic or general industry specific nature) furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with

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the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (taken as a whole), in the light of the circumstances under which they were made, not materially misleading; provided, that, with respect to projected financial information or other forward-looking information or information of a general economic or general industry specific nature, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that any such information may differ from actual results and such differences may be material).

(b)As of the Effective Date, the information included in the Beneficial Ownership Certification is true, complete and correct in all respects.

SECTION 3.12Capitalization and Subsidiaries. Schedule 3.12 sets forth, as of the date hereof, (a) a correct and complete list of the name, and identifies the direct equity holders (including the percentage ownership thereof), of each and all of the Borrower's direct and indirect Subsidiaries, (b) the type of entity and jurisdiction of organization of the Borrower and each of its Subsidiaries, and (c) which of the Borrower's Subsidiaries are Material Domestic Subsidiaries and Material Foreign Subsidiaries. All of the issued and outstanding Equity Interests of any Subsidiary owned by any Loan Party have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable.

SECTION 3.13Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, and such Liens constitute perfected and continuing Liens on the Collateral in

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which a security interest can be perfected by filing a UCC financing statement, securing the Secured Obligations, enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except in the case of (a) Permitted Liens, to the extent any such Permitted Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law or agreement, and (b) Liens perfected only by possession (including possession of any certificate of title), to the extent the Administrative Agent has not obtained or does not maintain possession of such Collateral.

SECTION 3.14Federal Reserve Regulations.

(a)No part of the proceeds of any Loan or Letter of Credit has been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

(b)No Loan Party is engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U), or extending credit for the purpose of purchasing or carrying margin stock.

SECTION 3.15Anti-Corruption Laws and Sanctions; USA PATRIOT Act.

(a)Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or, to the knowledge of any such Loan Party or Subsidiary, any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary,

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any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, Transaction or other transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

(b)Each Loan Party is in compliance, in all material respects, with the USA PATRIOT Act and any applicable anti-money laundering laws and regulations.

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SECTION 3.16Not an Affected Financial Institution. No Loan Party is an Affected Financial Institution.

SECTION 3.17Solvency. (a) The fair value of the assets of the Loan Parties and their Subsidiaries, taken as a whole, at a fair valuation, exceeds their debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of the Loan Parties and their Subsidiaries, taken as a whole, is greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) the Loan Parties will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) the Loan Parties and their Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted after the Effective Date.

SECTION 3.18Governmental Authorities.

(a)No Loan Party nor its Subsidiaries is subject to any obligation arising under any regulatory action, proceeding or investigation by or on behalf of a Governmental Authority, warning letter, notice of violation letter, consent decree, or other enforcement action by a Governmental Authority and, to the knowledge of each Loan Party and its Subsidiaries, no such obligation has been threatened, verbally or in writing, in each case that would reasonably be expected to have a Material Adverse Effect. To the knowledge of each Loan Party and its Subsidiaries, there is no act, omission or event that would reasonably be expected to give rise to or lead to, any civil, criminal or administrative action, suit, demand, claim, complaint, hearing, investigation, demand letter, warning letter or enforcement proceeding against any Loan Party or its Subsidiaries, and, to each Loan Party's and its Subsidiary's knowledge, no Loan Party nor its Subsidiaries has any liability (whether actual or contingent), in each case that would reasonably be expected to have a Material Adverse Effect. There has not been any material violation of any securities laws or consumer protection laws by any Loan Party or its Subsidiaries that could reasonably be expected to require or lead to investigation, enforcement, regulatory or administrative action by the Department of the Treasury, SEC, FDIC, CFPB, FTC or any comparable Governmental Authority (including state and local agencies), in each case that would reasonably be expected, in the aggregate, to have a Material Adverse Effect. To the knowledge of each Loan Party and each of their respective Subsidiaries, there are no civil or criminal proceedings relating to any Loan Party or its Subsidiaries or any officer, director or employee of any Loan Party or Subsidiary of any Loan Party that involve a matter within or related to the Department of the Treasury's, SEC's, FDIC's, CFPB's, FTC's or any comparable federal or state Governmental Authority's jurisdiction.

(b)No Loan Party nor its Subsidiaries is currently undergoing any investigation by SEC, FTC or any other Governmental Authority investigation that could reasonably be expected to have a Material Adverse Effect.

SECTION 3.19Insurance. As of the Effective Date, all premiums in respect of such insurance have been paid. The Borrower maintains, and has caused each Material Domestic Subsidiary to maintain,

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with financially sound and reputable insurance companies, insurance on all their real and personal property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are adequate and customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 3.20Employee Relations. As of the Effective Date, no Loan Party nor any Subsidiary thereof is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of its employees. The Borrower knows of no pending or threatened in writing strikes, work stoppage or other collective labor disputes involving its employees or those of its Subsidiaries that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 3.21Data Security; Privacy.

(a)Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect, (i) no Loan Party or any of its Subsidiaries has lost or had stolen any cardholder account information, information related to cardholder accounts (including social security numbers) or merchant information and (ii) each Loan Party and each of its Subsidiaries has complied with all applicable laws, requirements of Governmental Authorities and the requirements of all PCI Compliance Programs related to data security, and the protection, use, storage, handling and processing of personal information, including credit card information.

(b)Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect, (i) each applicable Loan Party and each of its Subsidiaries has complied with all Requirements of Law related to data security, and the protection, use, storage, handling and processing of Personal Information, (ii) each applicable Loan Party and each of its Subsidiaries has implemented and is in compliance with technical and organizational measures to assure the integrity and security of (x) transactions executed through its gateway, platform and computer systems and (y) all confidential or proprietary data, including Personal Information, possessed or retained by or on behalf of any Loan Party or any of its Subsidiaries, (iii) there has been no actual or alleged breach of security or unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Personal Information, confidential or proprietary data or any other such information maintained or stored by, or on behalf of, any Loan Party or any of its Subsidiaries involving data of merchants, suppliers, customers, clients, cardholders or other Persons and (iv) there have been no facts or circumstances that would require any Loan Party or any of its Subsidiaries to give notice to any merchants, suppliers, customers, clients, cardholders or other Persons of any actual or perceived data security breaches pursuant to the requirements of all PCI Compliance Programs or applicable Requirements of Law requiring notice of such a breach.

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(c)Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect, (i) the Borrower and its Subsidiaries are in compliance with all Requirements of Law, contractual obligations, and internal and published corporate policies and procedures governing the privacy, security, collection, use, storage, processing, disclosure, transmission, and sharing of all Personal Information, (ii) the Borrower and its Subsidiaries have provided all notices and obtained all consents as required by Requirements of Law, and (iii) no Person has brought any complaint, claim, or action against the Borrower and its Subsidiaries regarding any alleged violation under Requirements of Law regarding their Personal Information.

ARTICLE IV

CONDITIONS

SECTION 4.01Conditions to Initial Loans. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a)Credit Agreement and Other Loan Documents. The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include fax or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement (which may include any Electronic Signatures transmitted by telecopy, emailed pdf. or any or other electronic means that reproduces an image of an actual executed signature page) and (ii) duly executed copies of any other Loan Documents to be entered into as of the date hereof and such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request be delivered on the Effective Date in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any Notes requested by a Lender pursuant to Section 2.10 payable to such requesting Lender and its registered assigns and a written opinion of the Loan Parties' counsel, addressed to the Administrative Agent, the Issuing Banks and the Lenders and in form and substance reasonably satisfactory to the Administrative Agent.

(b)Financial Statements and Projections. The Lenders shall have received (i) audited consolidated financial statements of the Borrower and its Subsidiaries for the two most recent fiscal years ended prior to the Effective Date as to which such financial statements are available, (ii) unaudited interim consolidated financial statements of the Borrower for each quarterly period ended subsequent to the date of the latest financial

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statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are available and (iii) reasonably satisfactory annual financial statement projections (which shall include balance sheet, income and cash flow statement projections) through and including the Borrower's 2028 fiscal year, together with such information as reasonably requested by the Lead Arranger (including a detailed description of the assumptions used in preparing such projections).

(c)Closing Certificates. The Administrative Agent shall have received (i) a certificate (in form and substance satisfactory to the Administrative Agent) of each Loan Party, dated the Effective Date and executed by its Secretary, Assistant Secretary or other Responsible Officer, which shall (A) certify the resolutions of its board of directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the Financial Officers and any other officers of such Loan Party authorized to sign the Loan Documents to which it is a party, and return (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and a true and correct copy of its by-laws or operating, management or partnership agreement, and (ii) a long form good standing certificate dated as of a recent date for each Loan Party from its jurisdiction of organization.

(d)No Default Certificate. The Administrative Agent shall have received a certificate (in form and substance satisfactory to the Administrative Agent), signed by the chief financial officer of the Borrower on the Effective Date (i) stating that no Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct in all material respects as of such date except that (a) to the extent that such representations and warranties specifically refer to an earlier date, such representations and warranties shall be true and correct in all material respects as of such earlier date and (b) any representation and warranty that is qualified as to "materiality" or "Material Adverse

Effect" shall be true and correct in all respects, and (iii) certifying as to any other factual matters as may be reasonably requested by the Administrative Agent.

(e)Fees. The Lenders and the Administrative Agent shall have received all fees required to be paid on or before the Effective Date, and all expenses (including the reasonable fees and expenses of outside legal counsel) for which invoices have been presented no later than two (2) Business Days prior to the Effective Date (or a shorter period as reasonably agreed to by the Borrower). All such amounts will be paid with proceeds of

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Loans made on the Effective Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Effective Date.

(f) Lien Searches. The Administrative Agent shall have received the results of recent customary lien searches (including with respect to intellectual property), and such searches shall reveal no liens on any of the assets of the Loan Parties except for liens permitted by Section 6.02 or discharged on or prior to the Effective Date pursuant to a payoff letter or other documentation reasonably satisfactory to the Administrative Agent.

(g)Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) to the extent certificated, the certificates representing the shares of Equity Interests pledged pursuant to the Security Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) to the extent required to be delivered pursuant to the Security Agreement, each promissory note (if any) pledged to the Administrative Agent pursuant to the Security Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(h)Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and perfected Lien on the Collateral described therein (but only to the extent required therein) as security for the Secured Obligations, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

(i) Insurance. The Administrative Agent shall have received evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Administrative Agent and otherwise in compliance with the terms of Section 5.05 and Section 4.10 of the Security Agreement.

(j) Solvency. The Administrative Agent shall have received a solvency certificate from a Financial Officer of the Borrower substantially in the form attached hereto as Exhibit D.

(k)Tax Withholding Forms. The Administrative Agent shall have received a properly completed and signed IRS Form W-8 or W-9, as applicable, for each Loan Party.

(l) Refinancing. The Administrative Agent shall have received evidence reasonably satisfactory to the Administrative Agent (including, if applicable, a satisfactory payoff letter) that the Existing Credit Agreement has been, or concurrently with the Effective Date is being, terminated and all Liens securing obligations under the Existing Credit Agreement have been, or concurrently with the Effective Date are being, released (collectively, the "Refinancing").

(m)Funding Account. The Administrative Agent shall have received a notice setting forth the deposit account of the Borrower (the "Funding Account") to which the Administrative Agent is authorized

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by the Borrower to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(n)Approvals. All material consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the consummation of the Transactions or the conduct of the Loan Parties' business shall have been obtained and shall be in full force and effect.

(o)[Reserved].

(p)Corporate Structure. The corporate structure, capital structure and other material debt instruments, material accounts and governing documents of the Borrower and its Subsidiaries shall be reasonably acceptable to the Administrative Agent.

(q)USA PATRIOT Act, Etc.

(i) At least three (3) Business Days prior to the Effective Date, the Borrower and each of the other Loan Parties shall have provided to the Administrative Agent or the Lenders the documentation and other information theretofore requested in writing by the Administrative Agent or the Lenders at least five (5) Business Days prior to the Effective Date that is required by regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including the USA PATRIOT Act.

(ii) At least five (5) Business Days prior to the Effective Date, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall deliver a Beneficial Ownership Certification to each Lender who requests the same.

(r) Other Documents. The Administrative Agent shall have received such other agreements, opinions, reports, approvals, consents, certificates and other documents set forth on the closing checklist last delivered to the Borrower and such other documents as the Administrative Agent, the Issuing Bank, any Lender or their respective counsel may have reasonably requested.

The Administrative Agent shall notify the Borrower, the Lenders and the Issuing Banks of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02Each Credit Event. The obligation of each Lender to make any Loan, and of the Issuing Banks to issue or increase any Letter of Credit, is subject to the satisfaction of the following conditions:

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(a)The representations and warranties of the Borrower set forth in this Agreement shall be true and correct in all material respects on and as of the date of such Loan or the date of issuance or increase of such Letter of Credit, as applicable, except that (i) to the extent that such representations and warranties specifically refer to an earlier date, such representations and warranties shall be true and correct in all material respects as of such earlier date and (ii) any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects.

(b)At the time of and immediately after giving effect to such Loan or the issuance or increase of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

(c)The Borrower shall have delivered a completed Borrowing Request or application for a Letter of Credit, as applicable.

Each Loan and each issuance or increase of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in clauses (a) and (b) of this Section 4.02.

ARTICLE V

AFFIRMATIVE COVENANTS

Until Payment in Full has occurred, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the Loan Parties, with the Lenders that:

SECTION 5.01Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practices):

(a)within ninety (90) days after the end of each fiscal year of the Borrower, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by the Accounting Firm (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly

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in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b)within forty five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its consolidated balance sheet and related statements of operations, as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year and stockholders' equity and cash flows for the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c)concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower in substantially the form of Exhibit B (i) certifying as to whether a Default or Event of Default has occurred and, if a Default or Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with the Financial Covenants and compliance with Sections 6.04(c) and (d), (iii) identifying any Subsidiary of the Borrower that has become, or ceased to be, an Immaterial Subsidiary during the most recently ended fiscal quarter and (iv) stating whether any change in GAAP or in the application thereof has occurred since the later of December 31, 2022 and the end date of the financial statements most recently delivered pursuant to Section 5.01(a) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d)as soon as available, but in any event within ninety (90) days after the start of each fiscal year of the Borrower, a copy of the plan and forecast (including a projected consolidated balance sheet, income statement and funds flow statement) of the Borrower and its Subsidiaries for each fiscal quarter of such fiscal year (the "Projections") in form reasonably satisfactory to the Administrative Agent;

(e)promptly following any request therefor, (i) such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent may reasonably request, on behalf of itself or any Lender hereunder; or (ii) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of

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compliance with applicable “know your customer” requirements under the USA PATRIOT Act or any applicable anti-money laundering laws and the Beneficial Ownership Regulation; and

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any of its Subsidiaries with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be.

Notwithstanding anything to the contrary in this Section 5.01, any documents required to be delivered pursuant to Sections 5.01(a), (b) and (f) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are filed for public availability on the SEC’s Electronic Data Gathering and Retrieval System or on which the Borrower posts such documents, or provides a link thereto on the Borrower’s website on the Internet.

SECTION 5.02Notices of Material Events. The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practices) prompt written notice of the following (and in any event no later than five (5) Business Days after any Responsible Officer’s knowledge of the occurrence thereof):

(a)the occurrence of any Default;

(b)the filing or commencement of any litigation, investigation, action, suit or proceeding by or before any arbitrator or Governmental Authority against or involving the Borrower, any of its Subsidiaries or any Affiliate thereof or any of their respective properties, assets or business that could reasonably be expected to result in a Material Adverse Effect;

(c)the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Subsidiaries in an aggregate amount exceeding $5.0 million;

(d)the occurrence and nature of any Prohibited Transaction or any funding deficiency with respect to any Plan, or a transaction that Borrower reasonably knows the IRS or Department of Labor or any other Governmental Authority is reviewing to determine whether a Prohibited Transaction might have occurred, in each case, that could reasonably be expected to result in a Material Adverse Effect;

(e)any Loan Party’s intention to terminate or withdraw from any Plan;

(f) the aggregate present value of accrued benefit liabilities (whether or not vested) under all Foreign Pension Plans, determined as of the end of the Borrower’s most recently ended fiscal year on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current aggregate value of the assets of such Foreign Pension Plans allocable to such benefit liabilities by more than $5.0 million;

(g)any notice of any violation received by any Loan Party or any Subsidiary thereof from any Governmental Authority including any notice of violation of Environmental Laws which in any such case could

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reasonably be expected to have a Material Adverse Effect;

(h) any labor controversy that has resulted in, or threatens to result in, a strike or other work action against any Loan Party or any Subsidiary thereof in each case that could reasonably be expected to result in a Material Adverse Effect;

(i) any Loan Party entering into a Swap Agreement or an amendment to a Swap Agreement, in each case, to the extent such Swap Agreement relates to Secured Swap Agreement Obligations, together with copies of all agreements evidencing such Swap Agreement or amendment;

(j) any material notice provided to the holders of any Material Indebtedness along with a copy of such notice; and

(k) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 5.02 (other than clause (h) above) shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Existence; Conduct of Business. Each Loan Party will, and will cause each Subsidiary to, (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business; provided, that the foregoing shall not prohibit any merger, consolidation, Division, liquidation or dissolution permitted under Section 6.03 and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted or in fields which are, in the good faith judgment of the Borrower, similar, complimentary, ancillary or substantially related thereto or are reasonable extensions thereof.

SECTION 5.04 Payment of Taxes. Each Loan Party will, and will cause each Subsidiary to, pay or discharge all Taxes, before the same shall become delinquent or in default, except (a) where the validity or amount thereof is being contested in good faith by appropriate proceedings diligently conducted, and (i) such Loan Party or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance

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with GAAP, and (ii) in the case of a Tax which has resulted or may result in the creation of a Lien on any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax, and (b) to the extent the failure to pay or discharge such Taxes could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05Maintenance of Properties; Insurance; Casualty and Condemnation.

(a)Each Loan Party will, and will cause each Subsidiary to, (i) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted and (ii) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

(b)The Borrower will furnish to the Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding.

SECTION 5.06Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (i) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (ii) permit any representatives designated by the Administrative Agent or, during the occurrence and continuance of an Event of Default, any Lender (including employees of the Administrative Agent, such Lender or any consultants, accountants, lawyers, appraisers and field examiners retained by the Administrative Agent), upon reasonable prior notice (provided, that no such notice needs to be provided if an Event of Default has occurred or is continuing) to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested, all at the expense of the Loan Parties; provided, that the Borrower shall not be required to reimburse the Administrative Agent or any Lender for the cost of more than one such visit during any single fiscal year, except during the occurrence and continuation of an Event of Default. The Loan Parties acknowledge that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain reports pertaining to the Loan Parties' assets for internal use by the Administrative Agent and the Lenders. Notwithstanding anything to the contrary in this Section 5.06, neither the

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Borrower nor any other Loan Party will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by applicable law or any binding agreement (not entered into in contemplation of any request for disclosure or otherwise to evade the disclosure requirements contained in this Section 5.06), or is subject to attorney client privilege or that constitutes attorney work product (in each case, as determined in good faith by legal counsel to any Loan Party and not in contemplation of any request for disclosure or otherwise to evade the disclosure requirements contained in this Section 5.06); it being understood that the Borrower shall use its commercially reasonable efforts to communicate any requested information in a way that would not violate the applicable law or agreement or waive the applicable privilege.

SECTION 5.07Compliance with Laws. Each Loan Party will, and will cause each Subsidiary to, comply with all Requirements of Law applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08Use of Proceeds.

(a)The proceeds of the Loans will be used only for (i) refinancing Indebtedness and other obligations under the Existing Credit Agreement and (ii) working capital and general corporate purposes, including Permitted Acquisitions. Letters of Credit will be used only for general corporate purposes. No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

(b)The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person (including any joint venture partner) in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto or (d) in any manner that would result in a violation of any anti-money laundering laws or regulations.

SECTION 5.09Additional Collateral; Further Assurances.

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(a)Subject to applicable law, the Borrower and each other Loan Party shall cause each of its wholly-owned Material Domestic Subsidiaries formed or acquired on or after the date of this Agreement in the timeframe outlined below.

1. Transition and Separation from Employment: Employee's employment accordance with the Company terms of this Agreement and each Subsidiary which hereafter becomes a Material Domestic Subsidiary, in his role as the Chief Financial Officer shall continue until the earlier of (a) March 31, 2024 or each case, to become a Loan Party, within thirty (30) days (or such later date as the Company requests for you to continue Administrative Agent may agree) after the date of such formation or acquisition (or after the date on which such Subsidiary becomes a Material Domestic Subsidiary, as applicable), by executing a joinder agreement substantially in your role the form of Exhibit C (a "Joinder Agreement"); provided, that, (i) notwithstanding the foregoing, any Division Successor that becomes a Material Domestic Subsidiary as Chief Financial Officer, but such later a result of a Division, shall become a Loan Party and deliver a Joinder Agreement on the effective date of the applicable Division and (ii) this Section 5.09 shall not be deemed to exclude (or release) any Domestic Subsidiary which is a Loan Guarantor in the case of a disposition of a portion of the Equity Interests in such Loan Guarantor as a result of (A) the disposition or issuance of Equity Interests of such Domestic Subsidiary in either case to an Affiliate that is not the Borrower or a Subsidiary, (B) any transaction entered into primarily in contemplation of such Domestic Subsidiary's ceasing to constitute a Loan Party or (C) the disposition or issuance of Equity Interests of such Domestic Subsidiary for materially less than the fair market value of such shares as reasonably determined by the Borrower. Upon execution and delivery thereof, each such Person shall automatically become a Loan Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents.

(b)Subject to applicable law, the Borrower and each other Loan Party shall cause each of its wholly-owned Material Domestic Subsidiaries formed or acquired after June 30, 2024, or the date of this Agreement in accordance with the terms of this Agreement and each Subsidiary who hereafter becomes a Material Domestic Subsidiary, in each case, within thirty (30) days (or such later date as the Parties Administrative Agent may mutually agree) after the date of such formation or acquisition (or after the date on which such Subsidiary becomes a Material Domestic Subsidiary, as applicable) to execute a joinder to the Security Agreement, pursuant to which such Material Domestic Subsidiary shall grant Liens to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, in any property of such Loan Party which constitutes Collateral.

(c)Subject to the foregoing clauses (a) and (b), each Loan Party will cause 100% of the issued and outstanding Equity Interests owned by it to be subject at all times to a first priority, perfected Lien in favor of the Administrative Agent pursuant to the terms and conditions of the Loan Documents or other security documents as the Administrative Agent shall reasonably request; provided, that until an Event of Default has occurred and is continuing and thereafter until otherwise required by the Administrative Agent, if any such Lien with respect to 100% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary that is a CFC or of any Foreign Subsidiary Holding Company would reasonably be expected by the Borrower in consultation with the Administrative Agent to result in material adverse U.S. federal tax consequences pursuant to Section 956 of the Code or otherwise, the pledge of such Equity Interests that are entitled to vote (within the meaning of Treas.

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Reg. Section 1.956-2(c)(2)) shall be limited to such lesser amount (in no event less than 65%) that would not reasonably be expected to result in such consequences.

(d)Without limiting the foregoing, each Loan Party will, and will cause each Subsidiary to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements and other documents and such other actions or deliveries of the type required by Section 4.01, as applicable), which may be required by law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and, to the extent required by the Security Agreement, to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the expense of the Loan Parties. Notwithstanding the foregoing no Loan Party shall be required (i) to take any such action if the Administrative Agent and the Borrower reasonably agree to in writing or (b) if the Company appoints your successor as Chief Financial Officer prior to March 31, 2024, such date that the Company determines that cost of obtaining such a

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security interest or perfection thereof are excessive in relation to the transition benefit to the Lenders of your knowledge the security to be afforded thereby (ii) to authorize or file any document or registration in a jurisdiction located outside of the United States (other than with respect to a Voluntary Foreign Guarantor) or (iii) to take any action with respect to any assets located outside of the United States (other than with respect to a Voluntary Foreign Guarantor).

(e)As promptly as practicable, and duties as Chief Financial Officer to such successor Chief Financial Officer is complete (such date, in any event within the "time periods after the Effective Date specified in CFO Transition Date Schedule 5.09"), which shall be no later than the Separation Date. You shall remain an employee through earlier of (i) your termination of employment, or (ii) June 30, 2024 or (or such later date as the Parties Administrative Agent may mutually agree agree), the Borrower shall deliver, or cause to be delivered, the documents or take the actions specified on Schedule 5.09.

SECTION 5.10Anti-Corruption Laws and Sanctions. Each Loan Party shall implement and maintain in writing. You agree effect policies and procedures designed to travel ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

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SECTION 5.11 Compliance with Environmental Laws. Each Loan Party shall, and shall cause each Subsidiary to, comply with all Environmental Laws applicable to its operations and properties; and obtain and renew all material authorizations and permits required pursuant to Environmental Laws for its operations and properties, in each case in accordance with Environmental Laws, except, in each case, to the Company's Boston headquarters extent failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.12 Intellectual Property. Each Loan Party shall maintain adequate licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, tradestyles and trade names to continue its business as heretofore conducted by it or as hereafter conducted by it unless the failure to maintain any of the foregoing could not reasonably be expected to have a Material Adverse Effect on such Loan Party.

SECTION 5.13 ERISA. Borrower shall, and shall cause each Subsidiary to, promptly pay and discharge all obligations and liabilities arising under ERISA of a character, which if unpaid or unperformed could reasonably be expected to result in the imposition of a Lien against any of its property.

SECTION 5.14 PCI Compliance; Data Security. Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect, each applicable Loan Party will, and will cause each of its Subsidiaries to, (a) maintain compliance with all PCI Requirements and all Requirements of Law, (b) maintain and implement controls, policies, procedures, and technical safeguards to protect the privacy, security, and integrity of Personal Information, computer systems and processes as required by Requirements of Law and consistent with past practice industry standards and practices and (c) prevent the authorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Personal Information, confidential or proprietary data maintained or stored by it.

ARTICLE VI

NEGATIVE COVENANTS

Until Payment in Full has occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Indebtedness. No Loan Party will, nor will it permit any Subsidiary to, create, incur or suffer to exist any Indebtedness, except:

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(a)the Secured Obligations;

(b)(i) Indebtedness existing on the date hereof and set forth on Schedule 6.01 and (ii) extensions, renewals and replacements of any such Indebtedness in accordance with clause (f) hereof;

(c)Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary; provided, that (i) Indebtedness of any Subsidiary that is not a Loan Party to the Borrower or to any Subsidiary that is a Loan Party shall be subject to Section 6.04 and (ii) Indebtedness of a Loan Party to any Subsidiary that is not a Loan Party in an aggregate principal amount in excess of $15.0 million for all such Indebtedness shall be subordinated to the Secured Obligations on terms reasonably satisfactory to the Administrative Agent;

(d)Guarantees by the Borrower of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Borrower or any other Subsidiary; provided, that (i) the Indebtedness so Guaranteed is permitted by this Section 6.01, (ii) Guarantees by the Borrower or any Subsidiary that is a Loan Party of Indebtedness of any Subsidiary that is not a Loan Party shall be subject to Section 6.04 and (iii) Guarantees permitted under this clause (d) shall be subordinated to the Obligations on the same terms as well the Indebtedness so Guaranteed is subordinated to the Obligations;

(e)Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets (whether or not constituting purchase money Indebtedness), including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition (including by way of any Permitted Acquisition or otherwise) of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness in accordance with clause (f) hereof; provided, that, (i) such Indebtedness is incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) (including any refinancing thereof permitted by clause (f)) shall not exceed $20.0 million at any time outstanding; provided, that the Indebtedness permitted by this clause (e), shall be in addition to and not duplicative of those amounts permitted by clause (o) hereof;

(f) Indebtedness which represents an extension, refinancing, or renewal of any of the Indebtedness described in clauses (b), (e) or (s) hereof (with any such extension, refinancing or renewal being deemed to constitute Indebtedness that has been incurred under such applicable clause); provided, that, (i) the aggregate principal amount of such Indebtedness does not exceed the principal amount of such Indebtedness being refinanced plus the amount of any interest, premiums or penalties required to be paid plus fees and expenses associated therewith, (ii) any Liens securing such Indebtedness are not extended to any additional property of any Loan Party, (iii) no Loan Party that is not originally obligated (or required to become obligated) with respect to repayment of such Indebtedness is required to become obligated with respect thereto, (iv) such extension, refinancing or renewal does not result in a shortening of the average weighted maturity of the Indebtedness so extended, refinanced or renewed, (v) the terms of any such extension, refinancing, or renewal (other than pricing, premiums and optional prepayment or optional redemption provisions) are not materially less favorable to the obligor thereunder than the original terms of such Indebtedness, taken as a whole, and (vi) if the

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Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Secured Obligations, then the terms and conditions of the refinancing, renewal, or extension Indebtedness must include subordination terms and conditions that are at least as favorable to the Administrative Agent and the Lenders as those that were applicable to the refinanced, renewed, or extended Indebtedness;

(g)Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such person, in each case, incurred in the ordinary course of business;

(h)Indebtedness of the Borrower or any Subsidiary in respect of performance bonds, bid bonds, appeal bonds, surety bonds and similar obligations or obligations in respect of letters of credit, surety bonds, bank guarantees or similar instruments related thereto, in each case provided in the ordinary course of business or in respect of judgments that do not constitute an Event of Default;

(i) Indebtedness or Guarantees of the Borrower or any Subsidiary in connection with any Swap Agreement permitted under Section 6.06;

(j) Indebtedness arising from customary and ordinary agreements providing for indemnification, adjustment of purchase price, earnout, deferred purchase price or similar obligations in connection with acquisitions or dispositions of any business travel. You agree to continue to utilize your best efforts in or assets by or of the Borrower or any Subsidiary permitted hereunder or from guaranties or letters of credit, surety bonds or performance bonds securing the performance of your duties the Borrower or any such Subsidiary pursuant to such agreements, in connection with permitted Acquisitions or permitted dispositions of any business or assets (including stock of a Subsidiary);

(k)Judgments entered against the Borrower or any Subsidiary to the extent not constituting an Event of Default;

(l) Indebtedness or Guarantees incurred in the ordinary course of business in connection with Banking Services and other cash pooling, netting and cash management arrangements consisting of overdrafts or similar arrangements;

(m)Indebtedness of Foreign Subsidiaries owed to a third-party lender that is not a Loan Party or another Subsidiary; provided, that the aggregate outstanding principal amount of such Indebtedness shall not exceed

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$10.0 million (or the equivalent thereof outstanding at such time) at any time;

(n) Indebtedness owed to sellers constituting consideration for Permitted Acquisitions;

(o) Indebtedness of a Person or Indebtedness attaching to assets of a Person that, in either case, becomes a Subsidiary or Indebtedness attaching to assets that are acquired by the Borrower or any of its Subsidiaries, in each case as the Company's Chief Financial Officer through March 31, 2024 result of a Permitted Acquisition; provided, that (i) such Indebtedness existed at the time such Person became a Subsidiary or at the time such assets were acquired and, in each case, was not created in anticipation thereof and (ii) (x) such Indebtedness incurred in connection with any single Permitted Acquisition shall not exceed $6.0 million and (y) the aggregate amount of such Indebtedness permitted to be incurred shall under this clause (o) not exceed $20.0 million;

(p) Indebtedness of the Borrower or any Subsidiary in connection with any Guarantees given by them, or any letters of credit or bank guarantees issued by any bank or financial institution, in favor of any Governmental Authority to secure the payment of Taxes owed by the Borrower or any Subsidiary to such Governmental Authorities;

(q) Indebtedness of the Borrower or any Subsidiary owed to sublessees in respect of security deposits or advances held by the Borrower or any Subsidiary in connection with the subletting sublessees of any leasehold interests of the Borrower or any Subsidiary;

(r) to the extent categorized as Indebtedness, contingent chargeback obligations arising from the Borrower or its Subsidiaries acting as "merchant of record" under applicable credit card payment processes, as incurred in the ordinary course of business of the Borrower and its Subsidiaries;

(s) unsecured Indebtedness of the Borrower (and any extensions, renewals and replacements of any such Indebtedness in accordance with clause (f) hereof), so long as (i) after giving effect to the incurrence thereof, the Borrower shall be in pro forma compliance with a Consolidated Total Net Leverage Ratio of not more than 3.25 to 1.00 for the period from April 1, 2024 through most recently ended Reference Period and the CFO Transition Borrower shall have delivered to the Administrative Agent reasonably detailed calculations demonstrating such compliance, (ii) the final maturity of any such unsecured Indebtedness shall be no earlier than ninety one (91) days following the latest Maturity Date if at the time of incurrence, (iii) after March 31, 2024, you will continue giving effect to use your best efforts the incurrence thereof, the Borrower shall be in pro forma

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compliance with the Financial Covenants for the most recently ended Reference Period and the Borrower shall have delivered to the Administrative Agent reasonably detailed calculations demonstrating such compliance, (iv) such unsecured Indebtedness shall be subordinated to the Secured Obligations on terms reasonably satisfactory to the Administrative Agent and (v) the terms and covenants of such Indebtedness are not less favorable to the Borrower and its Subsidiaries than those applicable to this Agreement unless such terms and covenants apply only to periods after the Maturity Date in effect at the time of incurrence, issuance or obtainment of such Indebtedness;

(t) Indebtedness in respect of letters of credit or bankers' acceptances supporting facility leases;

(u)Indebtedness representing installment insurance premiums owing in the performance ordinary course of your duties as reasonably assigned business;

(v)Cash Pooling Obligations and Cash Pooling Guaranty Obligations; and

(w)other Indebtedness in an aggregate principal amount not exceeding $20.0 million at any time outstanding.

SECTION 6.02Liens. No Loan Party will, nor will it permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a)Liens created pursuant to any Loan Document;

(b)Permitted Encumbrances;

(c)any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.02; provided, that (i) such Lien shall not apply to any property or asset of the Borrower or such Subsidiary other than the properties and assets to which such Lien applies on the date hereof and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d)any Lien existing on any property or asset prior to the acquisition thereof (including by way of any Permitted Acquisition) by the Company. The actual Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the Effective Date prior to the time such Person becomes a Subsidiary; provided, that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien shall secure only those

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obligations which it secures on the date of such acquisition or the termination of your employment is herein referred to date such Person becomes a Subsidiary, as the " case may be and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(e)Liens on fixed or capital assets (including any accessions, additions, parts, fixtures, improvements and attachments thereto and the proceeds thereof) acquired, constructed or improved by the Borrower or any Subsidiary; provided, that (i) such security interests secure Indebtedness permitted by Separation Date clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 110% of the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Borrower or Subsidiary;

(f) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon;

(g)Liens granted by a Subsidiary that is not a Loan Party in favor of the Borrower or another Loan Party in respect of Indebtedness owed by such Subsidiary;

(h)Liens arising by operation of law under Article 2 of the Uniform Commercial Code in favor of a reclaiming seller of goods or buyer of goods;

(i) broker's Liens, bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by the Borrower or any Subsidiary, in each case, granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, including any such Liens or rights of setoff securing amounts owing in the ordinary course of business to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements provided, that the aggregate amount of cash collateral under this clause (i) shall not exceed $3.0 million in the aggregate at any one time;

(j) non-exclusive licenses of intellectual property or an assignment of, the right to commercialize intellectual property (including the rights to make, have made, use, sell, offer for sale and import intellectual property and any associated goodwill) and other licenses, sub-licenses and other similar encumbrances incurred in the ordinary course of business that do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any Subsidiary;

(k)Liens on assets of Foreign Subsidiaries to secure Indebtedness of such Foreign Subsidiaries permitted under Section 6.01(m);

(l) Liens in the nature of the right of setoff in favor of counterparties to contractual agreements not otherwise prohibited hereunder with the Borrower or any other Subsidiary in the ordinary course of business;

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(m)Liens on cash collateral to secure obligations of Borrower or any Subsidiary under any Swap Agreement (other than Swap Agreement Obligations) permitted under Section 6.06, so long as the aggregate amount of such cash collateral does not, as of any date of determination, exceed $3.0 million;

(n)Liens deemed to exist in connection with the sale or transfer of any assets in a transaction not prohibited hereunder, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(o)Liens securing Indebtedness to finance insurance premiums owing in the ordinary course of business to the extent such financing is not prohibited hereunder;

(p)Liens on cash or Cash Equivalents constituting earnest money deposits made by the Borrower or any Subsidiary in connection with any letter of intent or purchase agreement for a Permitted Acquisition;

(q)Liens on cash of the Borrower and/or its Subsidiaries on deposit with any Cash Pooling Bank securing Cash Pooling Obligations and/or Cash Pooling Guaranty Obligations owed to such Cash Pooling Bank; and

(r) other Liens in an aggregate amount not exceeding $10.0 million at any time outstanding.

Notwithstanding anything herein to the contrary, neither the Borrower nor any of its Subsidiaries shall permit any consensual Lien in respect of any of its owned real property other than the Liens securing the Secured Obligations.

SECTION 6.03Fundamental Changes." Consistent

(a)No Loan Party will, nor will it permit any Subsidiary to, merge into or consolidate with past practice, you will any other Person, or permit any other Person to merge into or consolidate with it, consummate a Division as the Dividing Person, or otherwise sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be allowed continuing (i) any Subsidiary of the Borrower may merge into the Borrower in a transaction in which the Borrower is the surviving corporation, (ii) any Subsidiary may merge into any Loan Party in a transaction in which the surviving entity is a Loan Party, (iii) any Person may merge into any Loan Party or any of its

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Subsidiaries in connection with a Permitted Acquisition or any Investment permitted under Section 6.04 so long as, in the case of a merger involving any Loan Party, such Loan Party is the surviving entity (or the surviving entity becomes a Loan Party in accordance with this Agreement), (iv) the Borrower or any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to a Loan Party, (v) any Subsidiary that is not a Loan Party may merge into any other Subsidiary that is not a Loan Party, (vi) any Subsidiary that is a Loan Party may consummate a Division as the Dividing Person if, immediately upon the consummation of the Division, the assets of the applicable Dividing Person are held by one or more Loan Parties at such time and the applicable parties shall have complied with the obligations set forth in Section 5.09 and each of the other further assurances obligations set forth in the Loan Documents and (vii) any Subsidiary may liquidate or dissolve if the Borrower reasonably determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and its Subsidiaries, and is not materially disadvantageous to the Lenders and, in the case of a Loan Party, its assets are transferred to another Loan Party; provided, that any such merger involving a Person that is not a wholly owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.04. Notwithstanding the foregoing, any Disposition permitted by Section 6.05 shall be permitted under this Section 6.03 (including any Disposition by way of merger or consolidation of a Subsidiary into another Person).

Notwithstanding anything to the contrary in the foregoing, each Loan Party and each of its Subsidiaries shall be permitted to enter into advisory agreements an agreement to effect any transaction of merger or consolidation that is not otherwise permitted under this Section 6.03 at a future time; provided, that such agreement shall be conditioned on (i) obtaining requisite approvals permitting the respective transaction (and any related financing or other transactions) in accordance with the requirements of Section 9.02 or (ii) Payment in Full.

(b)No Loan Party will, nor will it permit any of its Subsidiaries to, engage to any material extent in any business other companies than businesses of the type conducted by the Borrower and its Subsidiaries on the date of execution of this Agreement and businesses which are, in the good faith judgment of the Borrower, similar, complementary or substantially related thereto or are reasonable extensions thereof.

SECTION 6.04Investments, Loans, Advances, Guarantees and Acquisitions. No Loan Party will, nor will it permit any Subsidiary to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a Loan Party and a wholly owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of,

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make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (each such action, an "Investment"), except:

(a)investments in cash and Cash Equivalents;

(b)investments in existence on the date of this Agreement and described in Schedule 6.04 and any modification, replacement, renewal, reinvestment or extension thereof; provided, that the amount of the original Investment is not increased except by the terms of such Investment or as otherwise permitted by this Section 6.04;

(c)investments by the Borrower and its Subsidiaries in the capital stock of their respective Subsidiaries; provided, that the aggregate amount of investments (together with the aggregate amount of loans and advances described in Section 6.04(d) (excluding any amounts relating to the processing of payments on the Borrower's and its Subsidiaries' payments platform and any intercompany accounts payable in connection therewith) and amounts described in Section 6.04(l)(iv) or in clause (h) of the definition of "Permitted Acquisition"), as of any date of determination, made by the Borrower or the other Loan Parties in the capital stock of their respective Subsidiaries who are not Loan Parties does not at any time exceed an amount equal to the greater of (i) $50.0 million and (ii) 25% of Consolidated Adjusted EBITDA for the most recently ended Reference Period, on a pro forma basis (with the amount of any such investments being the original cost of such investment, less all repayments, returns, dividends and distributions, in each case received in cash in respect of such investment and less all liabilities effectively assumed by a person other than any Loan Party or any Subsidiary thereof in connection with the sale of any such investment);

(d)loans or advances made by the Borrower or any of its Subsidiaries to the Borrower or any other Subsidiary; provided, that the aggregate amount of loans and advances, excluding any amounts relating to the processing of payments on the Borrower's and its Subsidiaries' payments platform and any intercompany accounts payable in connection therewith, together with the aggregate amount of investments described in Section 6.04(c) or Section 6.04(l)(iv) and amounts described in clause (h) of the definition of "Permitted Acquisition", made by the Borrower or the other Loan Parties to Subsidiaries who are not Loan Parties that are at any time outstanding does not, as of any date of determination, exceed an amount equal to the greater of (i) $50.0 million and (ii) 25% of Consolidated Adjusted EBITDA for the most recently ended Reference Period, on a pro forma basis;

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(e)Guarantees constituting Indebtedness permitted by Section 6.01 and guarantees of ordinary course commercial obligations not constituting Indebtedness;

(f) (i) Permitted Acquisitions and (ii) Investments of any Person in existence at the time such Person becomes a Subsidiary; provided, that such Investment was not made in connection with or anticipation of such Person becoming a Subsidiary and any modification, replacement, renewal or extension thereof;

(g)loans and advances to employees of the Borrower or any Subsidiaries in the ordinary course of business to finance the purchase of Equity Interests (other than Disqualified Equity Interests) of the Borrower in an aggregate amount for the Borrower and its Subsidiaries not to exceed $5.0 millionat any time outstanding;

(h)investments received in connection with the bankruptcy or reorganization of any Person or in settlement of obligations of, or disputes with, any Person arising in the ordinary course of business;

(i) Swap Agreements permitted by Section 6.06;

(j) investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(k)to the extent constituting investments, performance guarantees of obligations of the Borrower's Subsidiaries in the ordinary course of business;

(l) other Investments by the Borrower or any of its Subsidiaries so long as, (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) after giving effect to such Investment (including the incurrence, assumption or acquisition of any Indebtedness in connection therewith) the Consolidated Total Net Leverage Ratio, calculated on a pro forma basis as if such Investment (including the incurrence, assumption or acquisition of any Indebtedness in connection therewith) had been consummated at the beginning of such period, shall not exceed 3.25 to 1.00 and the Borrower shall have delivered to the Administrative Agent reasonably detailed calculations demonstrating compliance with this clause (ii) and (iii) the aggregate amount of all such Investments in any Persons that are not or which do not compete become Loan Guarantors (together with the Company upon approval aggregate amount of investments, loans or advances described in Sections 6.04(c) and (d) and amounts described in clause (h) of the definition of "Permitted Acquisition") shall not exceed an amount equal to the greater of (i) $50.0 million and (ii) 25% of Consolidated Adjusted EBITDA for the most recently ended Reference Period, on a pro forma basis;

(m)Investments made as a result of the receipt of non-cash consideration from Disposition, of any asset in compliance with Section 6.05;

(n)payroll, travel and similar advances to directors and employees of the Borrower or any Subsidiary to cover matters that are expected at the time of such advances to be treated as expenses of the Borrower or such Subsidiary for accounting purposes and that are made in the ordinary course of business;

(o)in addition to investments otherwise expressly permitted by this Section 6.04, investments, loans and advances by the Company which Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not

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to exceed $15.0 millionduring the term of this Agreement;

(p)to the extent categorized as an investment, contingent chargeback obligations arising from the Borrower or its Subsidiaries acting as “merchant of record” under applicable credit card payment processes, as incurred in the ordinary course of business of the Borrower and its Subsidiaries;

(q)Investments by Borrower in Foreign Subsidiaries, in the ordinary course of business, for ordinary, current and necessary operating expenses that are reasonably expected to be due and payable within ninety (90) days of any such Investment, so long as no Event of Default exists at the time of such investment and would not exist after giving effect to any such investment; and

(r) Investments among the Borrower and/or its Subsidiaries in connection with Cash Pooling Arrangements, including intercompany Indebtedness, arising under or pursuant to any Cash Pooling Arrangements.

SECTION 6.05Asset Dispositions; Sale and Leaseback Transactions.

(a)No Loan Party will, nor will it permit any Subsidiary to, make any Disposition except:

(i) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(ii) Dispositions of inventory in the ordinary course of business;

(iii) non-exclusive licenses of intellectual property or an assignment of, the right to commercialize intellectual property (including the rights to make, have made, use, sell, offer for sale and import intellectual property and any associated goodwill) and other licenses, sub-licenses and other similar arrangements entered into in the ordinary course of business;

(iv) Dispositions of equipment or real property to the extent that (A) such property is exchanged for credit against the purchase price of similar replacement property or (B) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

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(v) Dispositions of property (A) by the Borrower or any Subsidiary to a Loan Party or (B) by any Subsidiary of Borrower that is not be unreasonably withheld. a Loan Party to Borrower or any of its Subsidiaries; provided, that if such property is subject to any Lien under any Collateral Document prior to any such Disposition, such property shall remain subject to valid and perfected Liens under the Collateral Documents after such Disposition;

(vi) Dispositions permitted by Sections 6.03, 6.04, 6.05(b), 6.07 and 6.08;

(vii) Dispositions of overdue accounts receivable solely in connection with the collection or compromise thereof;

(viii) Dispositions pursuant to operating leases (not in connection with any sale and leaseback transactions or other Capital Lease Obligations) entered into in the ordinary course of business;

(ix) Dispositions of property and assets subject to condemnation and casualty events;

(x) Dispositions of cash and Cash Equivalents in the ordinary course of business; and

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(xi) Dispositions by Borrower and any Subsidiary not otherwise permitted under this Section 6.05(a); provided, that (A) at the time of such Disposition, no Default shall exist or would result from such Disposition, (B) such Disposition is made for fair market value and (C) the aggregate fair market value or book value of all property Disposed of in reliance on this subclause (xi) in any fiscal year shall not exceed $5.0 million;

You acknowledge and agree provided, however, that you were provided a copy of this Agreement on October 23, 2023 (the "any Disposition pursuant to Notification Date Section 6.05(a)(i)"). This Agreement is intended through (a)(iv), Section 6.05(a)(vi) (except insofar as it relates to provide you with additional benefits and compensation than you would have otherwise been entitled. The period any transaction solely between the Notification Date Borrower and Separation Date is herein referred any Subsidiary or Section 6.07), Section 6.05(a)(vii) (except to as the "***Transition Period***."

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2. Final Pay and Benefits: The Company will provide your final pay, which represents all of your earned but unpaid compensation, less lawful deductions (the "***Final Pay***") through extent determined by the Separation Date, applicable Person making such Disposition in a timely manner and good faith to be appropriate in accordance with your state's law. You its usual practice) and Section 6.05(a)(xi) shall be for fair market value.

(b)No Loan Party will, nor will it permit any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any owned property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for any such sale of any newly acquired fixed or capital assets by the Borrower or any Subsidiary that is made for cash consideration in an amount not less than the purchase price of such fixed or capital asset and is consummated within ninety (90) days after the completion of the acquisition or construction of such fixed or capital asset.

SECTION 6.06Swap Agreements. No Loan Party will, nor will it permit any Subsidiary to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks (including foreign currency exchange risks) to which the Borrower or any Subsidiary has actual or reasonably anticipated exposure (other than those in respect of Equity Interests of the Borrower or any of its Subsidiaries), and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.

SECTION 6.07Restricted Payments; Prepayments of Junior Debt.

(a)No Loan Party will, nor will it permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except:

(i) (A) the Borrower may declare and pay dividends with respect to its common stock payable solely in additional shares of its common stock, and, with respect to its preferred stock (other than Disqualified Equity Interests), payable solely in additional shares of such preferred stock or in shares of its common stock, and (B) Subsidiaries may declare and pay dividends ratably with respect to their Equity Interests;

(ii) Restricted Payments, so long as (A) no Event of Default has occurred and is continuing or would result therefrom, and (B) after giving effect to such Restricted Payment (including the incurrence, assumption or acquisition of any Indebtedness in connection therewith) the Borrower shall be in pro forma compliance with a Consolidated Total Net Leverage Ratio of not more than 2.75 to 1.00 for the most recently ended Reference Period and the Borrower shall have delivered to the Administrative Agent reasonably detailed calculations demonstrating such compliance;

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(iii) issuances of Equity Interests (other than Disqualified Equity Interests) to sellers of Permitted Acquisitions in satisfaction of obligations of the type described in Section 6.01(j);

(iv) [reserved];

(v) any Restricted Payment made in exchange for, or out of the proceeds of, the substantially concurrent issuance of Equity Interests (other than Disqualified Equity Interests);

(vi) cash payment, *in lieu* of issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for the Equity Interests of the Borrower or a Subsidiary;

(vii) repurchases of Equity Interests deemed to occur upon the exercise of stock options, warrants or other convertible or exchangeable securities if such Equity Interests represents a portion of the exercise, conversion or exchange price thereof and repurchases of Equity Interests deemed to occur upon the withholding of a portion of the Equity Interests granted or awarded to a current or former officer, director, employee or consultant to pay for the taxes payable by such Person upon such grant or award (or upon vesting thereof); and

(viii) the Borrower may repurchase, redeem, retire or otherwise acquire for value Equity Interests (including any stock appreciation rights in respect thereof) of the Borrower from current or former employees, officers, directors or consultants; provided, that the aggregate annual cash payments in respect of such repurchases, redemptions, retirements and acquisitions shall not exceed $5.0 million in any fiscal year.

(b)No Loan Party will, nor will it permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Junior Debt, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Junior Debt, except:

(i) payment of regularly scheduled interest, expenses and indemnities as and when due in respect of any Junior Debt permitted under Section 6.01;

(ii) refinancings of any Junior Debt to the extent permitted by Section 6.01(f);

(iii) purchases and other payments of any Junior Debt made solely with the proceeds of the substantially concurrent issuance of Equity Interests (other than Disqualified Equity Interests) or in the form of Equity Interests (other than Disqualified Equity Interests) of the

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Borrower together with cash for any fractional shares and cash for any accrued but unpaid interest and any premium payable in connection therewith; and

(iv) cash settlement upon any conversion of Convertible Debt in accordance with the terms thereof in an aggregate amount not to exceed the principal amount thereof.

SECTION 6.08 Transactions with Affiliates. No Loan Party will, nor will it permit any Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions that (i) are in the ordinary course of business and (ii) are at prices and on terms and conditions not less favorable to such Loan Party or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and any Loan Party not involving any other Affiliate, (c) transactions between or among Subsidiaries of Borrower that are not required Loan Parties, (d) any Restricted Payment permitted by Section 6.07, (e) reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, stock option and other benefit plans), indemnification arrangements, (f) severance and reimbursement of reasonable and documented costs paid to sign members of the board of directors of any Loan Party or any of its Subsidiaries and (g) transactions described in Schedule 6.08.

SECTION 6.09 Restrictive Agreements. No Loan Party will, nor will it permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Loan Party or any of its Subsidiaries to create, incur or permit to exist any Lien upon any of its property or assets, (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary or (c) the ability of the Borrower or any other Subsidiary to make any Disposition; except for: (i) such encumbrances or restrictions existing under or by reason of applicable law or any Loan Document; (ii) restrictions and conditions existing on the date hereof identified on Schedule 6.09 (but not including any extension or renewal of, or any amendment or modification expanding the scope of any such restriction or condition); (iii) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or other property pending such sale, provided such restrictions and conditions apply only to the Subsidiary or other property that is to be sold and such sale is permitted hereunder; (iv) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to receive your Final Pay.

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After the Separation Date, property or assets securing such Indebtedness; (v) customary provisions in leases and other contracts restricting the assignment thereof; (vi) customary restrictions contained in any software licenses; (vii) without affecting the Loan Parties' obligations under separate cover, you will receive information about your rights, if any, to continue your participationSection 5.09, customary provisions in the Company's health insurance plan organizational documents of a Person or asset sale or stock sale agreements or similar agreements which restrict the transfer of ownership in such Person; (viii) in the case of any joint venture permitted hereunder with a Person that is not a Loan Party, restrictions in such Person's organizational documents or pursuant to any joint venture agreement or stockholders agreement solely to the extent of the Equity Interests of or property held in the subject joint venture; (ix) restrictions imposed by any holder of a Lien permitted by Section 6.02 restricting the transfer of the property subject thereto; (x) without affecting the Loan Parties' obligations underSection 5.09, any agreement in effect at the time a Person becomes a Subsidiary of the Borrower (including any amendments thereto that are otherwise permitted by the Loan Documents and that are no more materially restrictive with respect to such encumbrances and restrictions than those prior to such amendment or refinancing), so long as such agreement was not entered into in connection with or in contemplation of such person becoming a Subsidiary of Borrower and imposes restrictions only on such Person and its assets; (xi) restrictions on cash or other deposits required by suppliers or landlords under contracts entered into in the ordinary course of business; (xii) without affecting the Loan Parties' obligations under Section 5.09, restrictions imposed solely on Foreign Subsidiaries pursuant to any Swap Agreement entered into by the Borrower or any

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Subsidiary and permitted pursuant to Section 6.06; or (xiii) customary restrictions or conditions pursuant to any Indebtedness incurred pursuant to Section 6.01(s).

SECTION 6.10Amendment of Material Documents; End of Fiscal Years.

(a)No Loan Party will, nor will it permit any Subsidiary (i) to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents or (ii) to, amend, modify or waive any provisions of any Junior Debt, in each case, to the extent any such amendment, modification or waiver would be materially adverse to the Administrative Agent or the Lenders.

(b)No Loan Party will, nor will it permit any Subsidiary to make any material change in its accounting treatment and reporting practices except as required or permitted by GAAP.

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(c)The Borrower not, nor will it permit any of its Subsidiaries to, change its fiscal year to end on a date other than December 31; provided, that any acquired entity that maintains a different end of fiscal year shall have a period not to exceed 180 days to comply with this Section 6.10(c).

SECTION 6.11Financial Covenants.

(a)Consolidated Total Net Leverage Ratio. Commencing with the fiscal quarter ending on June 30, 2024, the Borrower shall not permit the Consolidated Omnibus Budget Reconciliation Act (" Total Net Leverage Ratio, determined for the four consecutive fiscal quarter period ending on the last day of each fiscal quarter, to be greater than 3.50 to 1.00; COBRA provided, however, that in connection with a Material Acquisition, at the written election of the Borrower to the Administrative Agent, the maximum Consolidated Total Net Leverage Ratio permitted under this Section 6.11(a) shall be increased to 4.00 to 1.00 as of the end of a Specified Quarter and the three consecutive fiscal quarters ending immediately following such Specified Quarter (the "Adjusted Covenant Period"), or its equivalent in your state.

3. Transition Benefits. If you sign (it being understood and return this Agreement to the Company before agreed that following the end of the Consideration Adjusted Covenant Period, (defined below) the maximum Consolidated Total Net Leverage Ratio permitted under this Section 6.11(a) shall be restored to 3.50 to 1.00 as of the end of each subsequent fiscal quarter until another Adjusted Covenant Period (if any) occurs pursuant to the terms and conditions described in this Section 6.11(a)); provided, further, that the Borrower may not elect again to increase the maximum Consolidated Total Net Leverage Ratio permitted under this Section 6.11(a) to 4.00 to 1.00, regardless of the date of consummation of any subsequent Material Acquisition, unless and until Borrower shall have complied with the restored maximum Consolidated Total Net Leverage Ratio covenant level of 3.50 to 1.00 for the two consecutive fiscal quarters following such restoration.

(b)Consolidated Interest Coverage Ratio. Commencing with the fiscal quarter ending on June 30, 2024, the Borrower shall not permit the Consolidated Interest Coverage Ratio, determined for the four consecutive fiscal quarter period ending on the last day of each fiscal quarter, to be less than 3.00 to 1.00.

SECTION 6.12ERISA.

(a)With respect to any Plan, the Borrower shall not (i) permit an ERISA Event to occur; (ii) engage, or permit any ERISA Affiliate to engage, in any transaction described in Section 4069 of ERISA, (iii) engage in, or permit any ERISA Affiliate to engage in, any prohibited transaction described in Section 406 of ERISA or 4975 of the Code for which a statutory or class exemption is not available or a private exemption has not previously been obtained from the U.S. Department of Labor that would reasonably be expected to result in liability exceeding $5.0 million, (iv) adopt or permit any ERISA Affiliate to adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA which provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or applicable

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law, (v) fail to make any contribution or payment to any Multiemployer Plan which it or any ERISA Affiliate may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto, or (vi) fail, or permit any ERISA Affiliate to fail, to pay any required installment or any other payment required under Section 412 of the Code on or before the due date for such installment or other payment.

(b)The Borrower shall not establish, maintain, contribute to or become obligated to contribute to any Plan, except where such establishment, maintenance, contribution, or obligation could not reasonably be expected to have a Material Adverse Effect.

(c)No Loan Party will take any action, omit to take any action or permit any other party to take any action that would result in (i) such Loan Party holding Plan Assets or "plan assets" subject to Similar Law or (ii) any transaction contemplated under the Loan Documents constituting or resulting in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or any violation of applicable Similar Law.

ARTICLE VII

EVENTS OF DEFAULT

If any of the following events (each an "Event of Default") shall occur and be continuing:

(a)the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b)the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article VII) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c)any representation or warranty made or deemed made by or on behalf of any Loan Party or any Subsidiary in or in connection with this Agreement or any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been materially incorrect when made or deemed made;

(d)any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to maintaining a Loan Party's existence), 5.08 or 5.09 or in Article VI;

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(e)any Loan Party shall fail to observe or perform any covenant, condition or agree□ment contained in this Agreement (other than those which constitute a default under another Section of this Article VII) or any other Loan Document, and such failure shall continue unremedied for a period of (i) 5 Business Days after the earlier of any Loan Party's knowledge of such breach or notice thereof from the Administrative Agent (which notice will be given at the request of any Lender) if such breach relates to terms or provisions of Section 5.01, 5.02 (other than Section 5.02(a)), 5.03 (other than with respect to maintaining a Loan Party's existence) through 5.06 or 5.10 through 5.15 or of this Agreement or (ii) thirty (30) days after the earlier of any Loan Party's knowledge of such breach or notice thereof from the Administrative Agent (which notice will be given at the request of any Lender);

(f) any Loan Party or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable beyond any applicable grace period;

(g)any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided, that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness (ii) with respect to any Material Indebtedness consisting of Swap Agreements, termination events or equivalent events pursuant to the terms of such Swap Agreements and not as a result of any default thereunder by the Borrower or any of its Subsidiaries, (iii) any conversion of exchange of any Convertible Debt and any conversion or exchange trigger that results in such Convertible Debt becoming convertible or exchangeable, as applicable and (iv) to the extent repaid in full upon consummation of the related Permitted Acquisition, any Specified Material Indebtedness;

(h)an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of a Loan Party or any Material Foreign Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or any Material Foreign Subsidiary or for a

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substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party or any Material Foreign Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article VII, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Loan Party or Material Foreign Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) any Loan Party or any Subsidiary of any Loan Party shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k)one or more judgments, orders, court-approved settlements or other settlements (i) for the payment of money in an aggregate amount in excess of $10.0 million (not paid or fully covered by insurance company as to which the relevant insurance company has acknowledged coverage) or (ii) that could reasonably be expected to result in a Material Adverse Effect, in each case, shall be rendered against any Loan Party, any Subsidiary of any Loan Party or any combination thereof and the same shall not have been paid, vacated or discharged or effectively stayed or bonded pending appeal within thirty (30) days after the entry thereof or enforcement proceedings shall have been commenced by any creditor upon such judgment, order or court-approved settlement, and such enforcement proceedings have not been effectively stayed, vacated or bonded, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party or any Subsidiary of any Loan Party to enforce any such judgment;

(l) an ERISA Event shall occur that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to, individually or in the aggregate, result in liability of the Loan Parties in excess of $10.0 million;

(m)the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Pension Plan, determined as of the end of the Borrower's most recently ended fiscal year on the basis of actuarial assumptions, each of which is reasonable, could reasonably be expected to exceed the assets of such Foreign Pension Plans allocable to such benefit liabilities by more than $10.0 million;

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(n)a Change in Control shall occur;

(o)the Loan Guaranty shall fail to remain in full force or effect with respect to each Loan Guarantor or any action shall be taken to discontinue or to assert the invalidity or unenforceability of the Loan Guaranty or any Loan Guarantor shall deny that it has any further liability under the Loan Guaranty to which it is a party, or shall give notice to such effect;

(p)(i) any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any Collateral purported to be covered thereby (other than with respect to Collateral collectively having a book value not exceeding $5.0 million), except as expressly permitted by the terms of any Collateral Document or other Loan Document, (ii) any material provision of any Collateral Document shall fail to remain in full force or effect or (iii) any action shall be taken by any Loan Party to discontinue or to assert the invalidity or unenforceability of any Collateral Document or the failure of such Collateral Document to create a valid and perfected first priority security interest in any Collateral purported to be covered thereby;

(q)any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms); or

(r) the Obligations shall cease or any Loan Party has asserted in writing that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing Subordinated Indebtedness or any such subordination provision ceases, for any reason, to be a valid, binding and enforceable obligation of the parties hereto,

then, and in every such event (other than an event with respect to any Loan Party described in clause (h) or (i) of this Article VII), and at any time thereafter during the Company will continue continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to employ you the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then out□standing to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued and unpaid interest thereon and all fees and other obligations of the Loan Parties accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties; and in case of any event with respect to the Loan Parties described in clause (h) or (i) of this Article VII, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Loan Parties accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties. Upon the occurrence and the continuance of an Event of Default, the

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Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

SECTION 8.01Appointment. Each of the Lenders, on behalf of itself and any of its Affiliates that are Secured Parties and the Issuing Banks hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to pay you your current base salary through exercise such powers as are delegated to the Separation Date, less lawful deductions, Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than the U.S., each of the Lenders and the Issuing Bank hereby grants to the Administrative Agent any required powers of attorney to execute any Collateral Document governed by the laws of such jurisdiction on such Lender's or Issuing Bank's behalf. The provisions of this Article VIII are solely for the benefit of the Administrative Agent and the Lenders (including the Issuing Bank), and the Loan Parties shall not have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" as used herein or in any other Loan Documents (or any similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

SECTION 8.02Rights as a Lender. The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affili□ates may accept deposits from, lend money to and generally engage in any kind of business with the Loan Parties or any Subsidiary of a Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder.

SECTION 8.03Duties and Obligations. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the

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Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by a final nonappealable judgment of a court of competent jurisdiction. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set

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forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a “syndication agent,” “documentation agent,” “lead arranger,” “bookrunner” or other similar term shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

SECTION 8.04Reliance. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other

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writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the Company's regular payroll schedule (the "advice of any such counsel, accountants or experts.

SECTION 8.05Actions through Sub-AgentsTransition Benefits. The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

SECTION 8.06Resignation"). During Subject to the Transition Period you appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent which shall be a commercial bank or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor, unless otherwise agreed by the Borrower and such successor. Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents; provided, that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent

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shall continue to be eligible vested with such security interest as collateral agent for the benefit of the Secured Parties and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to receive hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this paragraph (it being understood and agreed that the same base salary, bonus opportunity (for fiscal year 2023 only) retiring Administrative Agent shall have no duty or obligation to take any further action under any Collateral Document, including any action required to maintain the perfection of any such security interest), and (b) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; provided, that (i) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (ii) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article VIII, Section 2.17(d) and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above.

SECTION 8.07Non-Reliance. Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and informa□tion (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a Lender or assign or otherwise transfer its rights, interests and obligations hereunder.

SECTION 8.08Not Partners or Co-Venturers; Administrative Agent as Representative of the Secured Parties.

(a)The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment

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of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

(b)In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the New York Uniform Commercial Code. Each Lender (and other Secured Party by its acceptance of the benefits of the Loan Documents) authorizes the Administrative Agent to enter into each of the Collateral Documents to which it is a party and to take all action contemplated by such documents. Each Lender (and other Secured Party by its acceptance of the benefits of the Loan Documents) agrees that no Secured Party (other than the Administrative Agent) shall have the right individually to seek to realize upon the security granted by any Collateral Document, it being understood and agreed that such rights and remedies may be exercised solely by the Administrative Agent

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for the benefit of the Secured Parties upon the terms of the Collateral Documents. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties.

SECTION 8.09Lenders Not Subject to ERISA.

(a)Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the Company as in effect immediately prior date such Person became a Lender party hereto to the Notification Date date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be expected true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general

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accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii)(A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform those duties the Loans, the Letters of Credit, the Commitments and tasks as Chief Financial Officer prior this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 8414 and (D) to the CFO Transition Date and, if applicable, as an employee after CFO Transition Date, including but not limited best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such tasks Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv)such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b)In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance

of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

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SECTION 8.10Erroneous Payment.

(a)If the Administrative Agent (x) notifies a Lender, Issuing Bank or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party (any such Lender, Issuing Bank, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Bank, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 8.10 and held in trust for the benefit of the Administrative Agent, and such Lender, Issuing Bank or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b)Without limiting the immediately preceding clause (a), each Lender, Issuing Bank or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party, agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, Issuing Bank or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

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(ii) such Lender, Issuing Bank or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in the immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 8.10(b).

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related For the avoidance of doubt, the failure to deliver a notice to the transition Administrative Agent pursuant to this Section 8.10(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 8.10(a) or on whether or not an Erroneous Payment has been made.

(c)Each Lender, Issuing Bank or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Bank or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Bank or Secured Party under any Loan Document with respect to any payment of your knowledge and duties principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(d)(i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such duties and tasks, unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Transition Services Erroneous Payment Deficiency Assignment"). You acknowledge (on a cashless basis and agree that such amount calculated at par plus any accrued and unpaid interest (with the Transition Benefits constitute additional payments assignment fee to be waived by the Administrative Agent in such instance)), and benefits provided is hereby (together with the Borrower) deemed to you, execute and deliver an Assignment and

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Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Electronic System as to which you the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not otherwise entitled, and are made in exchange for your accepting this Agreement. These additional benefits include enhanced severance, accelerated vesting affect the effectiveness of certain outstanding equity awards the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the opportunity assigning Lender shall cease to remain employed be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for a period the avoidance of time following doubt, its obligations under the CFO Transition Date. Further, you expressly acknowledge indemnification provisions of this Agreement and agree that if you do not sign its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent and return the Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Company before Administrative Agent will reflect in the end Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 9.04 (but excluding, in all events, any assignment consent or approval requirements (whether from the Borrower or otherwise)), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the Consideration Period, you proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall not be entitled to reduced by the Transition Benefits, net proceeds of the sale of such Loan (or portion thereof), and your employment with the Company will be terminated.

4. Discretionary BonusAdministrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In fiscal year 2024, addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such

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Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(e)The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, Issuing Bank or Secured Party, to the rights and interests of such Lender, Issuing Bank or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") (provided that the Loan Parties' Secured Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Secured Obligations in respect of Loans that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Secured Obligations owed by the Borrower or any other Loan Party; provided that this Section 8.10 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

(g)Each party's obligations, agreements and waivers under this Section 8.10 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Loan Document.

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ARTICLE IX

MISCELLANEOUS

SECTION 9.01Notices.

(a)Except in the case of notices and other communications expressly permitted to be given by telephone or Electronic Systems (and subject in each case to clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

(i) if to any Loan Party, to the Borrower at:

Flywire Corporation
141 Tremont Street, 10th Floor
Boston, MA 02111
Attention: CFO and General Counsel
E-mail Address:
mellis@flywire.com – CFO
peter@flywire.com – GC and CCO
with a copy (which shall not constitute notice) to:

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Shigenobu Itoh
E-mail Address: sitoh@rutan.com
Fax Number: (714) 546-9035

(ii) if to the Administrative Agent or to Citi, in its capacity as Issuing Bank or Swingline Lender, to Citibank, N.A. at:

Citibank, N.A.
388 Greenwich Street
New York, NY 10013
Attention: Jonathan Wronski
E-mail Address: Jonathan.wronski@citi.com

with a copy (which shall not constitute notice) to:

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Jones Day
901 Lakeside Avenue
Cleveland, OH 44114
Attention: Jason Samblanet
E-mail Address: jsamblanet@jonesday.com

(iii)if to any other Lender, to it at its address, e-mail address or fax number set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by fax shall be deemed to have been given when sent; provided, that if not given during normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient or (iii) delivered through Electronic Systems to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b)Notices and other communications to the Lenders hereunder may be delivered or furnished by Electronic Systems pursuant to procedures approved by the Administrative Agent; provided, that the foregoing shall not apply to notices pursuant to Article II or to compliance and no Event of Default certificates delivered pursuant to Section 5.01(d) unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and the Borrower (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by Electronic Systems pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise proscribes, such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided, that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor; provided, that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during

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the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c)Any party hereto may change its address, fax number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

(d)Electronic Systems.

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make Communications (as defined below) available to the Issuing Bank and the other Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System.

(ii) Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or any Electronic System. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower or the other Loan Parties, any Lender, the Issuing Bank or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's, any other Loan Party's or the Administrative Agent's transmission of communications through an Electronic System. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on

behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or the Issuing Bank by means of electronic communications pursuant to this Section 9.01, including through an Electronic System.

SECTION 9.02Waivers; Amendments.

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(a)No failure or delay by the Administrative Agent, any Swingline Lender, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, any Swingline Lender, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan (including any Swingline Loan) or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b)Except as provided in Section 2.14, 2.22 (with respect to any Commitment Increase), 2.24 or 2.25, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or, (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided, that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender), (ii) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby (other than as a result of the implementation of Section 2.14 or Section 2.25 or any waiver of any default interest applicable pursuant to Section 2.13(c)), (iii) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (iv) change Section 2.09(d), 2.11(c), 2.18(b) or (d) or Section 2.24(c) in a manner that would alter the manner in which payments or Commitment reductions are shared, without the written consent of each Lender (other than any Defaulting Lender), (v) change any of the provisions of this Section 9.02 or the definition of “Required Lenders” or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (other than any Defaulting Lender), (vi) change Section 2.20, without the consent of each Lender (other than any Defaulting Lender), (vii) release any Loan Guarantor from its obligation under its Loan Guaranty (except as otherwise expressly permitted herein or in the other Loan Documents), without the written consent of each Lender (other than any Defaulting Lender), (viii) except as provided in clauses (c) and (d) of this Section 9.02 or in any Collateral Document, release all or substantially all of the Collateral, without the written consent of each Lender or (ix) subordinate the Liens on all or substantially all the

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value of the Collateral to the Liens securing any other Indebtedness, or contractually subordinate with respect to payment any Obligations,

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without the written consent of each Lender; providedfurther that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, Swingline Lenders or the Issuing Banks hereunder without the prior written consent of the Administrative Agent, Swingline Lenders or the Issuing Banks, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent and the Issuing Banks). The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04.

(c)Subject to Sections 9.02(b)(viii) and 9.02(b)(ix), the Lenders hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the termination of the all Commitments, payment and satisfaction in full in cash of all Secured Obligations (other than Unliquidated Obligations), and the cash collateralization of all Unliquidated Obligations in a manner satisfactory to each affected Lender, (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interest of a Subsidiary, the Administrative Agent is authorized to release any Loan Guaranty provided by such Subsidiary, (iii) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, or (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII. Except as provided in the preceding sentence, the Administrative Agent will not release any Liens on Collateral without the prior written authorization of the Required Lenders; provided, that the Administrative Agent may, in its discretion, release its Liens on Collateral valued in the aggregate not in excess of $1.0 million during any calendar year without the prior written authorization of the Required Lenders (it being agreed that the Administrative Agent may rely conclusively on one or more certificates of the Borrower as to the value of any Collateral to be so released, without further inquiry). Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Any execution and delivery by the Administrative Agent of

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documents in connection with any such release shall be without recourse to or warranty by the Administrative Agent.

(d)If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but has not been obtained being referred to herein as a "Non-Consenting Lender"), then the Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement; provided, that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower, the Administrative Agent and the Issuing Bank shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination, including payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender. Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 9.20(d) may be effected pursuant to an Assignment and Assumption executed by

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the Borrower, the Administrative Agent and the assignee and that the Non-Consenting Lender making such assignment need not be a party thereto.

(e)Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency. A copy of any such amendment, modification or supplement shall be promptly delivered by the Administrative Agent to each Lender.

(f) From time to time, upon the Borrower's request, the Lenders party hereto may agree to amend this Agreement to implement the ability for the Borrower to borrow in currencies (other than Dollars) and other modifications related thereto; provided, that (i) any such modifications shall be subject to the current policies and

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procedures of each such Lender and (ii) each Lender may elect to approve such changes in its sole discretion (it being understood that no such additional currencies will be added without the approval of each Lender).

(g)Notwithstanding anything to the contrary herein the Administrative Agent and the Borrower may amend, modify or supplement this Agreement or any of the other Loan Documents as may be reasonably necessary or appropriate, in the opinion of the Administrative Agent, in connection with a Foreign Subsidiary becoming a Loan Guarantor (such amendments, modifications or supplements are referred to herein as "Voluntary Foreign Guarantor Amendments").

SECTION 9.03Expenses; Indemnity; Damage Waiver.

(a)The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Lead Arranger and their respective Affiliates, including the reasonable and documented fees, charges and disbursements of one outside counsel and one local counsel in each relevant jurisdiction for the Administrative Agent and Lead Arranger (and, solely in the case of an actual or perceived conflict of interest, one additional counsel (and, if reasonably necessary, (x) one firm of local counsel in each relevant jurisdiction and (y) any special or regulatory counsel) and any other counsel retained with the Borrower's consent, such consent not to be unreasonably withheld or delayed), in connection with the syndication and distribution (including via the internet or through an Electronic System) of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all documented out-of-pocket expenses incurred by the Administrative Agent, Swingline Lenders, any Issuing Bank or any Lender, including the fees, charges and disbursements of any outside counsel for the Administrative Agent, Swingline Lenders, any Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section 9.03, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Expenses being reimbursed by the Borrower under this Section 9.03 include, without limiting the generality of the foregoing, costs and expenses incurred in connection with:

(i) taxes, fees and other charges for (A) lien searches and (B) filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;

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(ii) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and

(iii) forwarding loan proceeds, collecting checks and other items of payment, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing costs and expenses may be charged to the Borrower as Loans or to another deposit account, all as described in Section 2.18(c).

(b)The Borrower shall indemnify the Administrative Agent, Swingline Lenders, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses (except for Taxes, which shall be covered by Section 2.17, other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim), including the reasonable and documented fees, charges and disbursements of one counsel for all Indemnitees (and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction and, solely in the case of an actual or perceived conflict of interest, one additional counsel (and, if reasonably necessary, (x) one firm of local counsel in each relevant jurisdiction and (y) any special or regulatory counsel) to each group of affected Indemnitees similarly situated taken as a whole and any other counsel retained with the Borrower's consent, such consent not to be unreasonably withheld or delayed), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan (including any Swingline Loan) or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, (iv) the failure of the Borrower to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrower for Indemnified Taxes or Other Taxes pursuant to Section 2.17 or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether or not such claim, litigation, investigation or proceeding is brought by the Borrower, any of its Subsidiaries or and third party; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from any dispute solely among Indemnitees and does not involve any act or omission by any Loan Party or any of their Subsidiaries (other than claims against the Administrative Agent, Swingline Lenders and Issuing Banks in their respective capacities as such).

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(c)To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or any Issuing Bank under clause (a) or (b) of this Section 9.03, each Lender severally agrees to pay to the Administrative Agent or such Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided, that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or such Issuing Bank in its capacity as such.

(d)To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against the Administrative Agent, any Swingline Lender, any Issuing Bank and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called an "Excluded Person") for any damages arising from the use by unintended recipients of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except as determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Excluded Person.

(e)No Excluded Person nor any Loan Party shall be liable on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan (including any Swingline Loan) or Letter of Credit or the use of the proceeds thereof; provided, that nothing in this clause (e) shall relieve any Loan Party of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(f) All amounts due under this Section 9.03 shall be payable promptly after written demand therefor.

SECTION 9.04Successors and Assigns.

(a)The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04 or as may be required

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pursuant to Section 2.19 or Section 9.02(d). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in clause (c) of this Section 9.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, Swingline Lenders, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)(i) Subject to the conditions set forth in clause (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A)the Borrower; provided, that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof, and providedfurther that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B)the Administrative Agent;

(C)the Swingline Lenders; and

(D)the Issuing Banks.

(ii) Assignments shall be subject to the following additional conditions:

(A)except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans (including any Swingline Loans), the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1.0 million unless each of the Borrower and the Administrative Agent otherwise consent; provided, that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

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(B)each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C)the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 and the tax forms required by Section 2.17(f); and

(D)the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 (subject to the requirements and limitations therein including the requirements under Section 2.17(f))). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 9.04.

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices located in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amounts (and stated interest) of the Loans, LC Disbursements and other Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative

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Agent, the Issuing Banks and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Banks and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender (unless the execution thereof is not required pursuant to Section 2.19 or Section 9.02(d)) and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to any applicable electronic platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee and tax forms referred to in clause (b) of this Section 9.04 and any written consent to such assignment required by clause (b) of this Section 9.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided, that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d) or (e), 2.07(b), 2.18(d) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c)Any Lender may, without the consent of the Borrower, the Administrative Agent, any Issuing Bank of the Swingline Lenders, sell participations to one or more banks or other entities (a "Participant") other than an Ineligible Institution in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including any Swingline Loans) owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations (C) the Borrower, the Administrative Agent, the Swingline Lenders, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (D) such Lender shall have provided the Borrower with prior written notice of any such participation. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 9.04. To

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the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant (1) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under clause (b) of this Section 9.04; and (2) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans, LC Disbursements or other Obligations under this Agreement or any other Loan Document (the "Participant Register"); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other Obligations under any Loan Document) to any Person (other than the Borrower to the extent required in clause (D) of the proviso to clause (c) above) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other Obligation is in registered form under Section 5f.103-1(c) or proposed Section 1.163-5(b) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d)Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided, that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

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SECTION 9.05Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instru□ments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstand□ing and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06Counterparts; Integration; Effectiveness; Electronic Execution.

(a)This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the

Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b)Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures,

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deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9.07Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower or such Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrower and the Administrative Agent of such setoff or application; provided, that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff or application under this Section 9.08. The rights of each Lender under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09Governing Law; Jurisdiction; Consent to Service of Process.

(a)The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the State of New York.

(b)Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto agrees that the Administrative Agent and the Secured Parties retain the right to bring proceedings against any Loan Party in the courts of any other jurisdiction solely in connection with the exercise of any rights under any Collateral Document. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or

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proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in clause (b) of this Section 9.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' respective officers, directors, employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the transactions contemplated hereby and are informed of the confidential nature of such information, (b) upon the request or demand of any regulatory authority having jurisdiction over it or any of its Affiliates (in which case (except with

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respect to any audit or examination conducted by bank accountants or any bank or other regulatory authority exercising examination or regulatory authority), it, to the extent practicable and permitted by law, rule or regulation, agrees to inform the Borrower promptly thereof), (c) pursuant to the order of any court or administrative agency, in any pending legal, judicial or administrative proceeding or as otherwise required by applicable law or regulation or as requested by a governmental authority (in which case (except with respect to any audit or examination conducted by bank accountants or any bank or other regulatory authority exercising examination or regulatory authority), it, to the extent practicable and permitted by law, rule or regulation, agrees to inform the Borrower promptly thereof), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.12 or otherwise reasonably acceptable to the Borrower, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (and any of their respective advisors) or (ii) any actual or prospective

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counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Borrower, (h) [reserved], (i) to the extent that such information is independently developed by it or its Affiliates, in each case, so long as not based on information obtained in a manner that would otherwise violate this Section 9.12, (j) for purposes of establishing a "due diligence" defense, (k) to ratings agencies or (l) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.12, or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrower. In addition, the Administrative Agent, the Lenders, and any of their respective Related Parties, may (A) disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent or the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments; and (B) use any information (not constituting Information subject to the foregoing confidentiality restrictions) related to the syndication and arrangement of the credit facilities contemplated by this Agreement in connection with marketing, press releases, or other transactional announcements or updates provided to investor or trade publications, including the placement of "tombstone" advertisements in publications of its choice at its own expense. For the purposes of this Section 9.12, "Information" means all information received from the Borrower relating to the Borrower or their business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrower; provided, that, in the case of information received

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from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board) for the repayment of the Borrowings provided for herein. Anything contained

in this Agreement to the contrary notwithstanding, no Issuing Bank nor any Lender shall be obligated to extend credit to the Borrower in violation of any Requirement of Law.

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SECTION 9.14USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

SECTION 9.15Disclosure. Each Loan Party, each Lender and the Issuing Bank hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.16Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the other Secured Parties, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.17Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.17 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.18No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Lenders and their Affiliates, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each of the Lenders and their Affiliates is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) no Lender or any of its Affiliates has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except, in the case of a Lender, those obligations expressly set forth herein and in the other Loan Documents; and (iii)

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each of the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and no Lender or any of its Affiliates has any obligation to disclose any of such interests

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to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against each of the Lenders and their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.19Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured (all such liabilities, the "Covered Liabilities"), may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a)the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such Covered Liability arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b)the effects of any Bail-In Action on any such Covered Liability, including, if applicable:

(i) A reduction in full or in part or cancellation of any such Covered Liability;

(ii) A conversion of all, or a portion of, such Covered Liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such Covered Liability under this Agreement or any other Loan Document; or

(iii) The variation of the terms of such Covered Liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.20Acknowledgment Regarding any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or

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instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a)In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support

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(and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States.

(b)In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

(c)Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

SECTION 9.21Amendment and Restatement of Existing Credit Agreement. The parties to this Agreement agree that, on the Effective Date, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation. All loans made and obligations incurred under the Existing Credit Agreement which are outstanding on the Effective Date shall

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continue as Loans and Secured Obligations under (and shall be governed by the terms of) this Agreement and the other Loan Documents. Without limiting the foregoing, upon the effectiveness hereof: (a) all references in the "Loan Documents" (as defined in the Existing Credit Agreement) to the "Administrative Agent," the "Credit Agreement" and the "Loan Documents" shall be deemed to refer to the Administrative Agent, this Agreement and the Loan Documents, (b) all obligations constituting "Obligations" with any Lender or any Affiliate of any Lender which are outstanding on the Effective Date shall continue as Obligations under this Agreement and the other Loan Documents, (c) the liens and security interests in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Secured Obligations (and all filings with any Governmental Authority in connection therewith) are in all respects continuing and in full force and effect with respect to all Secured Obligations, (d) the Administrative Agent shall, in consultation with the Borrower, make such reallocations, sales, assignments or other relevant actions in respect of each Lender's credit and loan exposure under the Existing Credit Agreement as are necessary in the judgment of the Administrative Agent in order that each such Lender's outstanding Revolving Credit Loans hereunder reflect such Lender's ratable share of the outstanding Revolving Credit Loans on the Effective Date, (e) [reserved], (f) the Loan Parties hereby agree to compensate each Lender for any and all losses, costs and expenses incurred by such Lender in connection with the sale and assignment of any Term SOFR Loans and such reallocation described above, in each case, on the terms and in the manner set forth in Section 2.16 of the Existing Credit Agreement, and (g) each of the Loan Parties reaffirms the terms and conditions of the "Loan Documents" (as referred to and defined in the Existing Credit Agreement) executed by it, as modified and/or restated by the Loan Documents, and acknowledges and agrees that each "Loan Document" (as referred to and defined in the Existing Credit Agreement) executed by it, as modified and/or restated by the Loan Documents, remains in full force and effect and is hereby ratified, reaffirmed and confirmed.

ARTICLE X

LOAN GUARANTY

SECTION 10.01 Guaranty. Each Loan Guarantor (other than those that have delivered a separate guaranty with respect to the Guaranteed Obligations) hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon

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acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all costs and expenses including, without limitation, all court costs and attorneys' and paralegals' fees and expenses paid or incurred by the Administrative Agent, the Issuing Banks and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, the Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the "Guaranteed Obligations"; provided, however, that the definition of "Guaranteed Obligations" shall not create any guarantee by any Loan Guarantor of (or grant of security interest by any Loan Guarantor to support, as applicable) any Excluded Swap Obligations of such Loan Guarantor for purposes of determining any obligations of any Loan Guarantor). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

SECTION 10.02Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent, any Issuing Bank or any Lender to sue the Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03No Discharge or Diminishment of Loan Guaranty.

(a)Except as otherwise provided for herein, to the fullest extent permitted by applicable law, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than Payment in Full), and the cash collateralization of all Unliquidated Obligations in a manner satisfactory to each affected Lender), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of the Borrower or any other Obligated Party liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Issuing Bank, any Lender, or any other Person, whether in connection herewith or in any unrelated transactions.

(b)To the fullest extent permitted by applicable law, the obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c)Further, to the fullest extent permitted by applicable law, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent,

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any Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations (including, without limitation, any Conforming Changes or any other modifications or other amendments delivered or otherwise implemented or effected (automatically or otherwise) in accordance with or in furtherance of Section 2.25); (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrower for all or any part of the Guaranteed Obligations or any obligations of any other

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Obligated Party liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, any Issuing Bank or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than Payment in Full).

SECTION 10.04Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Borrower or any Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Borrower, any Loan Guarantor or any other Obligated Party, other than Payment in Full. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the Guaranteed Obligations have been Paid in Full. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

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SECTION 10.05Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any collateral, until Payment in Full.

SECTION 10.06Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations (including a payment effected through exercise of a right of setoff) is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise (including pursuant to any settlement entered into by any Secured Party in its discretion), each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Issuing Banks and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Administrative Agent.

SECTION 10.07Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent nor any Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08Termination. Each of the Lenders and the Issuing Bank may continue to make loans or extend credit to the Borrower based on this Loan Guaranty until five (5) days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice, each Loan Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of the Guaranteed Obligations. Nothing in this Section 10.08 shall be deemed to constitute a waiver of, or eliminate, limit, reduce or otherwise impair any rights or remedies the Administrative Agent or any Lender may have in respect of, any Default or Event of Default that shall exist under clause (o) of Article VII hereof as a result of any such notice of termination.

SECTION 10.09[Reserved].

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SECTION 10.10Maximum Liability. Notwithstanding any other provision of this Loan Guaranty, the amount guaranteed by each Loan Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law. In determining the limitations, if any, on the amount of any Loan Guarantor's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Loan Guarantor may have under this Loan Guaranty, any other agreement or applicable law shall be taken into account.

SECTION 10.11Contribution.

(a)To the extent that any Loan Guarantor shall make a payment under this Loan Guaranty (a "Guarantor Payment") which, taking into account all other Guarantor Payments then previously or concurrently made by any other Loan Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Loan Guarantor if each Loan Guarantor had paid the aggregate Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion as such Loan Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Loan Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following Payment in Full, such Loan Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b)As of any date of determination, the "Allocable Amount" of any Loan Guarantor shall be equal to the excess of the fair saleable value of the property of such Loan Guarantor over the total liabilities of such Loan Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Loan Guarantor that is also liable for such contingent liability pays its ratable share thereof), giving effect to all payments made by other Loan Guarantors as of such date in a manner to maximize the amount of such contributions.

(c)This Section 10.11 is intended only to define the relative rights of the Loan Guarantors, and nothing set forth in this Section 10.11 is intended to or shall impair the obligations of the Loan Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Loan Guaranty.

(d)The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Guarantor or Loan Guarantors to which such contribution and indemnification is owing.

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(e)The rights of the indemnifying Loan Guarantors against other Loan Guarantors under this Section 10.11 shall be exercisable upon Payment in Full.

SECTION 10.12Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

SECTION 10.13Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party or Loan Guarantor to honor all of its obligations under this Loan Guaranty in respect of a Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.13 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.13 or otherwise under this Loan Guaranty, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this Section 10.13 shall remain in full force and effect until the termination of all Swap Obligations. Each Qualified ECP Guarantor intends that this Section 10.13 constitute, and this Section 10.13 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

FLYWIRE CORPORATION

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: Chief Compliance Officer, General Counsel and Secretary

FLYWIRE GLOBAL CORP.

By: /s/ Peter Butterfield
Name: Peter Butterfield

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Title: Secretary

FLYWIRE HEALTHCARE CORPORATION

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: Secretary

FLYWIRE PAYMENTS CORPORATION

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: Secretary

FLYWIRE SECURITIES CORPORATION

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: Secretary

SIMPLIFICARE INC.

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: Secretary

ONPLAN HOLDINGS, LLC

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By: /s/ Peter Butterfield

Name: Peter Butterfield

Title: Secretary and Vice President

CITIBANK, N.A.,individually as a Lender, as Administrative Agent, Swingline Lender and an Issuing Bank

By: /s/ Jonathan Wronski

Name: Jonathan Wronski

Title: Director

JPMORGAN CHASE BANK. N.A., as a Lender

By: /s/ Eleftherios Karsos

Name: Eleftherios Karsos

Title: Authorized Officer

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BANK OF AMERICA N.A., as a Lender

By: /s/ Thomas M. Paulk
Name: Thomas M. Paulk
Title: Senior Vice President

FIRST-CITIZENS BANK & TRUST COMPANY, as a Lender

By: /s/ Abbey Honegger
Name: Abbey Honegger
Title: Vice President

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COMMITMENT SCHEDULE

Lender	Total Commitment
Citibank, N.A.	$45,000,000
JPMorgan Chase Bank, N.A.	$30,000,000
Bank of America, N.A.	$30,000,000
First-Citizens Bank & Trust Company	$20,000,000
Total	**$125,000,000**

EXHIBIT 10.20

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between Cosmin Pitigoi (the "Executive" or "you") and **FLYWIRE CORPORATION**, a Delaware corporation (the "Company").

1. **Duties and Scope of Employment**.

(a) **Position**. For the term of his employment under this Agreement (the "Employment"), the Company agrees to employ the Executive in the position of Chief Financial Officer. The Executive shall report to the Chief Executive Officer. Your start date shall be March 4, 2024, or as soon thereafter as reasonably practicable (the "Start Date").

(b) **Obligations to the Company**. During his Employment, the Executive (i) shall devote his full business efforts and time to the Company, (ii) shall not engage in any other

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employment, consulting or other business activity that would create a conflict of interest with the Company, (iii) shall not assist any person or entity in competing with the Company or in preparing to compete with the Company and (iv) shall materially comply with the Company's policies and rules, as they may be in effect from time to time.

(c) **No Conflicting Obligations**. The Executive represents and warrants to the Company that he is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with his obligations under this Agreement. The Executive represents and warrants that he will not use or disclose, in connection with his Employment, any trade secrets or other proprietary information or intellectual property in which the Executive or any other person has any right, title or interest and that his Employment will not infringe or violate the rights of any other person.

(d) **Employment Eligibility**. You agree to provide to the Company, within three days of your hire date, documentation of your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need to obtain a work visa in order to be eligible to work in the United States. If that is the case, your Employment with the Company will be conditioned upon your obtaining a work visa in a timely manner as determined by the Company.

(e) **Definitions**. Certain capitalized terms are defined in Section 11.

2. **Cash and Incentive Compensation Committee**.

(a) **Salary**. The Company shall pay the Executive as compensation for his services a base salary at a gross annual rate of $410,000 (as may be adjusted, the "Base Salary"). Such salary shall be payable in accordance with the Company's standard payroll procedures and shall be subject to adjustment pursuant to the Company's executive compensation policies in effect from time to time.

(b) **Bonus**. You will be eligible for an annual discretionary performance bonus subject to achievement of targets as approved by the Company's Board of Directors you shall (the "Board") or its Compensation Committee (the "Committee"). This discretionary target bonus will be eligible to receive a one-time cash

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$300,000 and any such bonus will be paid in accordance with the target amount Company's bonus program then in effect. Performance bonus goals and attainment of $150,000 (the "***Bonus***"), which may such goals will be greater than or less then such target as determined evaluated and approved by the

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Board. The Bonus, if any, shall Committee and paid on an annual basis, with such payment, to the extent earned, to be paid made within 2 ½ months following the CFO Transition Date. close of the applicable fiscal year, but only if you are still employed by the Company as of the date of payment. The determinations of the Compensation Board or Committee of the Company's Board of Directors that are made in good faith with respect to the Bonus your bonus will be final and binding.

(c) **Relocation Benefits**. In the event you relocate to Boston in the first 12 months of your Employment, the Company will pay you (a) up to three months of reasonable temporary housing expenses not to exceed $5,000 per month and (b) a $20,000 relocation allowance for miscellaneous expenses in connection with your move.

(d) **Equity Awards**. You will be eligible to participate in the Company's equity award program, subject to the approval of the Board. Subject to the approval of the Committee, you will be granted a one-time sign-on award of a number of restricted stock units equal to $9,250,000 (determined using the average daily closing price per share of the Company's common stock for the 20 trading days immediately preceding the Start Date, rounded down to the nearest whole share) (the "RSUs") under the Company's 2021 Equity Incentive Plan (the "Plan"). The RSUs will be subject to the terms and conditions of the Plan and a notice of restricted stock unit award and restricted stock unit agreement (collectively, the "RSU Award Agreement"). You will vest in 35% of the RSUs after 12 months of continuous full-time service, and the balance will vest in quarterly installments over the next 12 quarters of continuous service such that 28% of the RSUs shall vest in the second year and 22% of the RSUs shall vest in the third year and the remaining 15% of the RSUs shall vest in the fourth year, as described more fully in the Plan and in each RSU Award Agreement. You will be eligible for additional equity awards beginning in 2025 as determined by the Committee.

3. **Executive Benefits**. During his Employment, the Executive shall be eligible for paid time off in accordance with the Company's PTO policy, as in effect from time to time. During his Employment, the Executive shall also be eligible to participate in the executive benefit plans maintained by the Company, subject in each case to the generally applicable terms and conditions of the plan in question and to the determinations of any person or committee administering such plan.

4. **Term of Employment**.

(a) **Employment at Will**. The Executive's Employment with the Company shall be "at will," meaning that either the Executive or the Company shall be entitled to terminate the Executive's Employment at any time and for any reason, with or without Cause. Any contrary representations that may have been made to the Executive shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between the Executive and the Company on the "at will" nature of the Executive's Employment. Although the Executive's job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of the Executive's Employment may only be changed in an express written agreement signed by the Executive and a duly authorized officer of the Company (other than the

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Executive). The termination of the Executive's Employment shall not limit or otherwise affect his obligations under Sections 6 and/or 7 below or his rights under Section 5 below.

(b) **Rights upon Termination**. Except as expressly provided in Section 5 below, upon the termination of the Executive's Employment, the Executive shall only be entitled

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to the compensation and benefits that the Executive has earned under this Agreement before the effective date of the termination. The payments under this Agreement shall fully discharge all responsibilities of the Company to the Executive (other than payments of accrued and vested executive benefits, if any, under the Company's executive benefit plans).

5. **Termination Benefits**: .

a. (a)**General General.**. If you are either (i) subject to the Benefits Trigger or (ii) are subject to an Involuntary Termination, in the three (3) months prior to a Change in Control, on a Change in Control or in the twelve (12) months following a Change in Control then you will be entitled to the applicable benefits described in this Termination Benefits section. Sections 5(b), 5(c) and 5(d). However, this Termination Benefits section Sections 5(b), 5(c) and 5(d) will not apply unless you (i) have (x) returned all Company property in your possession, and (y) timely signed (ii) have executed a general release of all claims (with applicable carve-out for continued indemnification, non-disparagement and returned to other customary exceptions) that you may have against the Company on, but not before, or persons affiliated with the Separation Date, and do not revoke the release set forth in Exhibit B of this Agreement (the "***Release***"). Company. You must execute and return the Release release on or before the date specified by the Company in the prescribed form (the "***Release Deadline***" "Release Deadline"). The Release Deadline will in no event be later than 60 50 days after your Separation. If you fail to return the release on or before the Release Deadline, or if you revoke the Release, release, then you will not be entitled to the benefits described in this Termination Benefits section. Sections 5(b), 5(c) and 5(d). Your obligation to provide the release will be waived and treated as satisfied if the Company has not delivered the initial form of release to you within ten days after your employment ends.

b. (b)**Severance Payment outside a Change in Control Payment.**. Beginning on the Separation Date If you are subject to an Involuntary Termination, then the Company will (i) continue to pay your base salary until you the later of (i) December 31, 2024 or (ii) the date Base Salary for nine (9) months after your Separation. Your base salary will be paid at the rate in effect at the time of following your Separation (the "Severance Period"), and in accordance with (ii) pay you a lump sum payment

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equal to your accrued and unpaid annual bonus if you are terminated after the Company's standard payroll procedures. end of a fiscal year, but prior to payment of such bonus. The salary continuation payments will commence within 60 days after your Separation and, once they commence, will include any unpaid amounts accrued from on the first payroll date of your Separation. However, if the 60-day period described in the preceding sentence spans two calendar years, then the payments will in any event begin in the second calendar year.

c. *Equity Benefit outside a Change in Control*. If you are subject to the Benefits Trigger, then the Company will accelerate the vesting of your then-outstanding and unvested nonqualified option shares and equity awards that are subject to time-based vesting such that the vested percentage of the shares subject to such nonqualified options and equity awards will be determined as if you had remained in continuous service with the Company through December 31, 2024 (the "***Equity Benefits***"). The period of time to exercise any vested nonqualified stock options will be extended from 3 months after the Separation Date to the earlier of (i) the following expiration date of the applicable nonqualified option or (ii) one year after the Separation Date. For the avoidance of doubt, you understand that the extension revocation period of the post-termination option exercise period shall not apply to any incentive stock options.

release provided for in Section 5(a) and thereafter on the Company's normal payroll schedule. In the event that the CFO Transition Date is extended later than March 31, 2024 (but it shall not be extended any later than June 30, 2024 or such later date as the Parties mutually agree in

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writing), then the Company will accelerate the vesting of your then-outstanding and unvested option shares and equity awards that are subject to time-based vesting such that the vested percentage of the shares subject to such options and equity awards will be determined as if you had remained in continuous service with the Company through December 31, 2024 plus the number of days between March 31, 2024 and the Separation Date (such date, the "***Acceleration Date***"); provided, however, if such date falls between two vesting periods, the vesting percentage of the shares for the applicable option or equity award for such period shall be determined on a pro-rata basis as follows: the number of shares eligible to vest for such vesting period *multiplied by* a fraction equal to (x) the number of days between the vesting date for the prior vesting period and the Acceleration Date, *divided by* (y) the number of days between the vesting date for the prior vesting period and the vesting date for the next vesting period, rounded down to the nearest whole share, notwithstanding anything to the contrary in the governing award agreement. Any equity awards which vest as a result of an extension for CFO Transition services after March 31, 2024 will vest on the Separation Date. Notwithstanding anything in this Agreement to the contrary, if you resign for other than Good Reason or are terminated by the Company for Cause prior to the Separation Date (which can be no later than June 30, 2024), then you will forfeit any right to acceleration of vesting for all Equity Benefits.

d. *Severance Payment in connection with a Change in Control*. If you are subject to an Involuntary Termination in the three (3) months prior to a Change in Control, on a Change in Control or in the

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twelve (12) months following a Change in Control, then the Company will pay you a lump sum cash payment equal to: to (i) 1 times the sum of (x) your base salary at the rate in effect at the time of your Separation Base Salary plus (y) your annual target bonus, at subject to execution of the target in effect at the time of your Separation. release. However, if the 60-day 50-day period described in subsection (a) of this Termination Benefits section Section 5(a) spans two (2) calendar years, then the salary continuation payments or, if applicable, the lump sum payment will commence or be paid on the first payroll datefollowing expiration of the applicable revocation period in the second calendar year. The Company's obligation to make payments during the Severance Period will cease immediately upon your material breach of the PIIA (as defined below) after being provided written notice of such breach and 30 days' opportunity to cure.

e. (c) **Equity Benefit in connection Awards**. If you are subject to an Involuntary Termination, then the Company will credit you with a Change in Control an additional six months of vesting service with respect to your RSUs (the "cliff" will be disregarded, if applicable). In the event you are subject to an Involuntary Termination (i) and the Company reasonably anticipates a Change in Control in the three (3) months following your Involuntary Termination, (ii) prior to a Change in Control, on aChange in Control or (iii) in the twelve (12) months following a Change in Control and such Involuntary Termination occurs prior to the first anniversary of your Start Date, then the Company will credit you with an additional 12 months of vesting with respect to your RSUs (the "cliff" will be disregarded, as applicable). In the event you are subject to an Involuntary Termination in the three (3) months prior to a Change in Control, on a Change in Control or in the twelve (12) months following a Change in Control and such Involuntary Termination occurs on or after the first anniversary of your Start Date, then all of your outstanding and unvested option shares RSUs and other equity awards that are subject to time-based vesting shall be 100% vested and non-forfeitable. In the event that prior to such Involuntary

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Termination, any unvested options RSUs held by you were terminated without payment upon the closing of the Change in Control, then, in lieu of the acceleration of vesting set forth above, you shall receive a cash payment equal in value to the difference between (A) the "Per Share Consideration," defined as the amount payable per share in the Change in Control, times the number of option shares RSUs that would have been accelerated pursuant to the preceding sentence, and (B) the aggregate exercise price of such shares, which amount shall be payable in a lump sum within 15 business days of the Involuntary Termination.

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f. (d) **COBRA Benefits COBRA.** . Beginning on the Separation Date, if If you are subject to an Involuntary Termination and you elect to continue your health insurance coverage under COBRA the Consolidated Omnibus Budget Reconciliation Act ("COBRA") following your Separation, then the Company will continue to pay the same percentage of your monthly premium under COBRA, which is understood to potentially be higher than said premium for active employees, until for the later of (i) December 31, 2024 or (ii) nine months following your Separation (12 months if the date nine (9) months after your Separation. If you are subject an Involuntary Termination is in the three (3) months prior to connection with a Change in Control, on a Change in Control or in the twelve (12) months following a Change in Control and you elect to continue your health insurance coverage under COBRA following your Separation, then the Company will continue to pay the same percentage of your monthly premium under COBRA, which is understood to potentially be higher than said premium for active employees, until twelve (12) months after your Separation. Control).

g. (e) **Accrued Rights.** You will be entitled to receive the following upon termination of employment for any reason: (i) your Final Pay; accrued and unpaid Base Salary through the date of termination of employment; (ii) reimbursement for any unreimbursed business expenses;

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and (iii) such employee benefits, if any, to which the Employee Executive may be entitled under the applicable Company plans upon termination of employment. Paid time off earned through the Separation Date, including the full carryover of any unused days as of December 31, 2023.

h. *Acknowledgement.* You acknowledge and agree that the Company's obligation to make any severance payments set forth in this Termination Benefits section will cease immediately upon your material breach of the Confidentiality Agreement (as defined below) after being provided written notice of such breach and 30 days' opportunity to cure as provided below. You agree to faithfully and diligently discharge (i) your duties as Chief Financial Officer, including all duties reasonably and customarily expected as a Chief Financial Officer without any further instruction from the Company, the Company's officers or the Company's Board of Directors and (ii) such other reasonable duties as assigned to you by the Company's Chief Executive Officer, Company's President and Chief Operating Officer or the Company's Board of Directors. You further acknowledge and agree that this Termination Benefits section replaces and supersedes, your right, if any, to the termination benefits described in Section 5 of the Employment Agreement between you and the Company executed May 14, 2021 (the "***Employment Agreement***").

6. **Equity Documents and Company Property.**: The Executive is prohibited from keeping in his possession in any way any correspondence, documents, other information carriers, copies thereof, and other goods made available by the Company or its affiliates to him (including, but not limited to, credit cards, mobile communication devices, keys, documents, handbooks, financial data, plans, USB sticks or other information carriers, access cards and laptop computer), except to the extent that this is necessary for the performance of his work for the Company. In any event, the Executive is obliged to immediately hand over such documents and other goods made available to him at the end of this

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Agreement or upon suspension of his active duties for any reason other than documents relating to his own employment and compensation.

a. 7. **Options Proprietary Information and Inventions Agreement.** You will also be required to sign a Proprietary Rights, Non-Disclosure, Developments, Non-Competition, and Non-Solicitation Agreement in the form attached as Exhibit A (the "PIIA"), as a condition of your Employment.

8. **Reimbursement of Expenses.** The Company will reimburse business expenses reasonably incurred in the performance of your duties in accordance with the Company's standard practice and expense scheme in place at the time (generally within 30 days after you have submitted appropriate documentation, which you must do within 30 days after incurring the expense) and, in any case, on or before the last day of the calendar year following the calendar year in which the relevant expense is incurred. The Company will reimburse reasonable costs of the professional use of your (mobile) telephone.

9. **Successors**.

(a) **Company's Successors**. On April 26, 2015, you were granted a stock option (the "***First Option***") This Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to purchase 516,873 shares all or substantially all of the Company's common stock (the "***Common Stock***") business and/or assets. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's 2009 Equity Incentive Plan (the " business and/or assets which becomes bound by this Agreement.

(b) **Executive's Successors** 2009 Plan"). On November 28, 2018, you were granted a stock option (the "***Second Option***") to purchase 195,000 shares of Common Stock under the Company's 2018 Equity Incentive Plan (the "***2018 Plan***"). On January 21, 2021, you were granted an additional stock option (the "***Third Option***" This Agreement and collectively with the First Option and the Second Option, the "***Options***") to purchase an additional 195,000 shares of Common Stock under the 2018 Plan. As all rights of the Notification Date: (i) all Executive hereunder shall inure to the benefit of, and be enforceable by, the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

10. **Indemnification.** As an officer of the shares subject Company, you are entitled to the First Option have vested, 101,729 of which remain exercisable, (ii) all of the shares subject to the Second Option have vested, 117,456 of which remain exercisable, and (iii) 134,062 of the shares subject to the

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Third Option have vested, of which 42,562 remain exercisable and 60,938 remain unvested. You have exercised and subsequently sold certain of the shares subject to the Options. You acknowledge and agree that as of the date hereof, you hold 240,901 shares of Common Stock (including any unvested RSUs (defined below)) and you hold an additional 27,805 shares of Common Stock (including any unvested RSUs) through the Michael Ellis 2021 Grantor Retained Annuity Trust No. 2. Pursuant to the applicable notice of stock option grants and stock option agreements (each, collectively, a "***Stock Option Agreement***") between you and the Company, any vested shares subject to your Options shall remain exercisable at any time until the date three months after the Separation Date (and such shares to the extent unexercised will expire on such date). Any unvested shares subject to your Options will expire on the Separation Date for no consideration. The Stock Option Agreements and, if applicable, any agreements or notices pursuant to which you acquired or acquire any shares subject to your Options will remain in full force and effect, and you agree to remain bound indemnification by those agreements.

b. *RSUs*. On March 4, 2022, the Company granted you 90,014 restricted stock units (the "***First RSUs***") of the Company pursuant to a Restricted Stock Unit Award Agreement (the "***First RSU Agreement***"). As of the Notification Date, you will have satisfied the time-based vesting requirement with respect to 33,754 of the First RSUs (the "***First Grant Vested RSUs***") and you will not have satisfied the time-based vesting requirement with respect to 56,260 of the First RSUs (the "***First Grant Unvested RSUs***"). On March 14, 2023, the Company granted you 101,023 restricted stock units (the "***Second RSUs***" and together with the First RSUs, the "***RSUs***") pursuant to a Restricted Stock Unit Award Agreement (the "***Second RSU Agreement***" and together with the First RSU Agreement, the "***RSU Agreements***"). As of the Notification Date, you will have satisfied the time-based vesting requirement with respect to none of the Second RSUs (the "***Second Grant Vested RSUs***" and together with the First Grant Vested RSUs, the

"***Vested RSUs***") and you will not have satisfied the time-based vesting requirement with respect to all 101,023 of the Second RSUs (the "***Second Grant Unvested RSUs***" and together with the First Grant Unvested RSUs, the "***Unvested RSUs***"). The Vested RSUs have settled or will settle pursuant to the terms of the RSU Agreements and the then-Unvested RSUs will terminate on the Separation Date. The RSU Agreements will remain in full force and effect and you agree to be bound by those Agreements.

c. *ESPP*. You elected to participate in the Company's Employee Stock Purchase Plan (the "***ESPP***"). As standard form of indemnification agreement, the Separation Date you will no longer be able to participate in the ESPP. Any contributions to the ESPP you made during the offering period in effect at the time of your termination will be used to purchase shares or returned to you, in accordance with the ESPP's terms. Please refer to the Fidelity NetBenefits platform for the details regarding your equity holdings, if any.

d. Except as set forth in this Equity section (and subject to vesting acceleration, if any, set forth in subsection (c) or subsection (e) of the Termination Benefits section), you further acknowledge and agree that you do not have any other rights to receive, acquire, possess or vest into any additional shares of Common Stock or any other shares, warrants, securities, derivative securities or other class of capital stock of the Company or any of its parent, subsidiary or affiliated entities. In addition, you acknowledge and agree that,

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notwithstanding any prior negotiations and agreements, whether written or oral, to the contrary, except as provided in this Agreement, you will not be eligible for either a fiscal year 2024 bonus or any additional equity awards during the Transition Period.

7. Employee Representations: You acknowledge that the Company relies on these representations by you entering into this Agreement:

a. You do not have a claim against the Company or the Releasees (defined below), or otherwise have not made internal, administrative, or judicial complaints, claims, or actions against or regarding the Company or the Releasees, for claims you are releasing in this Agreement;

b. You have reported to the Company any work-related injuries or occupational illnesses sustained by you during your employment with the Company;

c. You have been properly provided any leaves of absence requested and available to you based on your or your family members' health or medical condition or military service, and have not been subjected to any improper treatment, conduct, or actions due to a request for or taking such leave;

d. Through the Effective Date (defined below), you have received all compensation due because of services you performed for the Company; and

e. You are not aware of any conduct by any person that violates Company policy or the Company's legal, compliance, or regulatory obligations, or any other suspected ethical or compliance issues by the Company or the other Releasees that you have not brought to the attention of the Company.

8. Return of Company Property: You warrant to the Company that upon the earlier of (a) the Separation Date or (b) upon the request of the Company, you will return to the Company all of its property and data of any type in your possession, custody, or control including, but not limited to keys, access codes or devices, physical or electronically stored documents or files, cell phone, and passwords ("***Company Property***"). All of the Company's property and data will be returned in the same working condition in which they were issued. Notwithstanding anything to the contrary in this Agreement, you are allowed to retain your laptop computer (the "***Company Laptop***") and printer (the "***Company Issued Computer and Printer Benefit***"). The Company Issued Computer and Printer Benefit is also contingent upon you submitting the Company Laptop back to the Company for purposes of allowing the Company to wipe all

Company information and programs from the Company Laptop on or before the Separation Date. Once wiped by the Company, subject to the conditions set forth herein, the Company Laptop will be provided to you in "as is" condition, without warranty or guarantee.

9. Proprietary Information and Restrictive Covenants: You acknowledge that you are bound and continue to be bound by the Company's Employee Invention Assignment and Confidentiality Agreement (the

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"***Confidentiality Agreement***"), a copy form of which is attached hereto as Exhibit AB (the "Indemnification Agreement").

10. Resignation: Effective as The Company's indemnification obligation shall survive any termination of the CFO Transition Date, without any further action by the Parties, Employee hereby voluntarily resigns from all positions held by Employee as an officer of Company and as a director and/or officer of Company's subsidiaries (or such equivalent positions). To the extent that Employee is an employee of Company as of such date, the foregoing does not constitute a resignation from such your employment.

11. **General Release and Waiver of Claims**: You acknowledge and agree that the payments and promises set forth in this Agreement are in full satisfaction of all accrued salary, paid time off, bonus and commission pay, profit-sharing, stock, stock options, restricted stock units or other ownership interest in the Company, termination benefits or other compensation to which you may be entitled by your employment with the Company, your separation from the Company or otherwise. To the fullest extent permitted by law, you on behalf of yourself, your heirs, family members, executors, estates, agents and assigns, or any controlled affiliate and any trust or other entity of which you or your heirs, estates or family directly or indirectly hold a majority beneficial interest, fully, finally, and forever release and discharge the Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors, investors, and assigns (collectively "***Releasees***") of and from all claims and potential claims that may legally be waived by private agreement, whether known or unknown, whether specifically enumerated or not in this Agreement, which you have asserted or could assert against the Company arising out of or relating in any way to acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date you sign this Agreement (the "***Released Claims***"). The Released Claims specifically include but are not limited to: claims under common law or equity; claims for additional compensation or benefits arising out of your employment or your separation from employment; wage and hour claims; unlawful discharge; breach of contract; breach of the covenant of good faith and fair dealing; fraud; violation of public policy; defamation; physical injury; emotional distress; negligence; claims under Title VII of the 1964 Civil Rights Act; the Age Discrimination in Employment Act ("***ADEA***"); Older Workers Benefit Protection Act ("***OWBPA***"); the Employee Retirement Income Security Act of 1974 ("***ERISA***"); the Americans with Disabilities Act; the Workers Adjustment and Retraining Notification Act ("***WARN***"); the Equal Pay Act; the Family Medical Leave Act; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the Pregnant Workers Fairness Act; the Massachusetts Wage Act (M.G.L. c. 149, §§ 148 et seq.); the Massachusetts Minimum Fair Wage Law (M.G.L. c. 151); the Massachusetts Civil Rights Act; the Massachusetts Fair Employment Practices Act; the Massachusetts Equal Rights Law; the Massachusetts Equal Pay Act; the anti-discrimination provisions of the Massachusetts Paid Family and Medical Leave law; the Massachusetts COVID-19 Emergency Earned Sick Time law; the Massachusetts Privacy Act; the Florida Civil Rights Act (§§ 760.01 to 760.11, Fla. Stat.); the Florida Whistleblower Protection Act (§§ 448.101 to 448.105, Fla. Stat.); the Florida Workers' Compensation Retaliation provision (§ 440.205, Fla. Stat.); the Florida Minimum Wage Act (§ 448.110, Fla. Stat.); and any other federal, state, or local laws, constitution, rule, ordinance, order, and/or regulations, including their amendments and respective implementing regulations.

12. Protected Rights:

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a. You understand that nothing in this Agreement limits your ability to file a charge or complaint with, to provide documents or information voluntarily or in response to a lawfully-served

subpoena or other information request to, or to participate in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local government agency or commission (each, a "***Government Agency***"). You further understand this Agreement does not limit your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit your right to receive an award for information provided to any Government Agency.

b. You understand that nothing in this Agreement: (i) applies to claims for unemployment or workers' compensation benefits; (ii) applies to claims arising after the date you sign this Agreement; (iii) applies to claims for reimbursement of expenses under the Company's expense reimbursement policies; (iv) applies to claims for any vested rights under the Company's ERISA-covered employee benefit plans as applicable on the date you sign this Agreement; (v) applies to claims that controlling law clearly states may not be released by private agreement; (vi) limits or affects your right, if any, to challenge the validity of this Agreement under the ADEA or the OWBPA; (vii) applies to a non-disclosure or non-disparagement clause agreed to before a dispute arises involving a nonconsensual sexual act or sexual contact, including when the victim lacks capacity to consent, or relating to conduct that is alleged to constitute sexual harassment; (viii) shall be deemed to be a waiver or release by you of any rights of yours to indemnification, contribution or defense from or through the Company or its insurers, under the Company's (or its affiliates') charter or Bylaws, or under applicable law, with respect to prior actions or inactions relating in any way to Employee's duties as a director, employee or officer of the Company (including pursuant to that certain Indemnification Agreement, dated as of May 26, 2021 by and between the Company and you (the "***Indemnification Agreement***")) or claims under any directors' and officers' liability insurance policy (or similar policy); (ix) shall be deemed a waiver or release by you of your right to enforce the terms of this Agreement; or (x) precludes you from exercising your rights, if any, under Section 7 of the National Labor Relations Act ("***NLRA***") or under similar state law to engage in protected, concerted activity with other employees, including discussing your compensation or terms and conditions of employment. However, by signing this Agreement, you are waiving your right to recover any individual relief, including any backpay, frontpay, reinstatement or other legal or equitable relief, in any charge, complaint, or lawsuit or other proceeding brought by you or on your behalf by any third party, except for any right you may have to receive a payment or award from a Government Agency (and not the Company) for information provided to said Government Agency and except as provided under applicable law.

c. Notwithstanding your confidentiality obligations to the Company under the Confidentiality Agreement, this Agreement, and otherwise, you understand that as provided by the Federal Defend Trade Secrets Act, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (i) in confidence to a federal, state, or local government official, either directly

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or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

d. Notwithstanding your confidentiality obligations to the Company under the Confidentiality Agreement, this Agreement, and otherwise, you understand that as provided by the Federal Defend Trade Secrets Act, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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e. Notwithstanding the above, you understand that upon the Effective Date, this Agreement will be final and binding. You promise not to pursue any claim released by this Agreement. Notwithstanding the foregoing, although you are releasing claims you may have under the ADEA and the OWBPA, you may challenge the knowing and voluntary nature of this release before a court, the Equal Employment Opportunity Commission or any other Government Agency charged with the enforcement of any employment laws.

13.Confidentiality: Except as required by law and subject to the Protected Rights paragraph above, you must keep the existence, contents, terms, and conditions of this Agreement confidential and may not disclose them except to your immediate family, accountant(s), attorneys, or under subpoena or court order. If asked for information about this Agreement, you will simply respond that you and the Company have separated on agreed terms. Any breach of this Confidentiality paragraph shall be deemed a material breach of this Agreement.

14.No Disparagement: Subject to the Protected Rights paragraph above, you agree that you will never intentionally make any disparaging, defamatory, or negative statements publicly or privately, online or offline, orally or in writing about the Company or its stockholders, directors, officers, employees, products, services or business practices, your employment with the Company, or the termination of that employment. In exchange for entering into this Agreement, the Company agrees that the Company shall direct its officers and directors to not make any disparaging, defamatory, or negative statements publicly or privately, online or offline, orally or in writing about you, your employment with the Company or the termination of your employment or your relationship with the Company, except to the extent required by law.

15.Restricted Activities Definitions. During the Transition Period and for a period of nine (9) months immediately following your termination of employment with the Company (for any or no reason, whether voluntary or involuntary), you hereby agree that you will not directly or indirectly engage in any Competitive Activities (a) anywhere the Company offers its services or has customers during your employment with the Company or where your use or disclosure of the Company's proprietary information could materially disadvantage the Company regardless of your physical location; or (b) anywhere within a fifty (50) mile radius of any physical location where you worked for the Company.

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The foregoing timeframes shall be increased by the period of time beginning from the commencement of any violation of the foregoing provisions until such time as you have cured such violation.

For the purposes of this Restricted Activities section, “the Company” includes the Company and all other persons or entities that control, are controlled by or are under common control with the Company and for whom Employee performed responsibilities or about whom Employee has any of the Company’s proprietary information.

For the purposes of this Restricted Activities section, “Competitive Activities” means any direct or indirect non-Company activity for a company that generates over $5,000,000 in higher education payments revenue (as aggregated across both domestic and cross-border revenue). For the avoidance of doubt, Competitive Activities do not include being a holder of less than one percent (1%) of the outstanding equity of a public company.

16.Cooperation:You agree to cooperate with the Company relating to matters within your knowledge or responsibility following termination of your employment. Without limiting this commitment, you agree (a) to meet with Company representatives, its counsel, or other designees at mutually convenient times and places with respect to any items within the scope of this provision; (b) to provide truthful testimony regarding same to any court, agency, or other adjudicatory body; (c) to execute such instruments and documents necessary to transition contracts, accounts and licenses to a Company designee following

your termination of employment, subject to the Indemnification Agreement; and (d) to provide the Company with notice of contact by any non-governmental adverse party or such adverse party’s representative, except as may be required by law. The Company will reimburse you for reasonable out of pocket expenses, if any, in connection with the cooperation described in this paragraph.

17.No Admission of Liability: This Agreement shall not be construed or contended by you to be an admission or evidence of any wrongdoing, unlawful conduct, or liability by the Company or the Releasees. This Agreement shall be afforded the maximum protection allowable under Federal Rule of Evidence 408 and/or any other state or federal law of similar effect. However, the Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the Parties allege a breach of this Agreement or as a complete defense to any lawsuit brought by any party.

18.Complete and Voluntary Agreement: This Agreement, including any exhibit(s) and the Indemnification Agreement constitutes the entire agreement between you and Releasees regarding the subject hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject, including, but not limited to, the Employment Agreement. In addition, notwithstanding the foregoing, this Agreement shall not supersede obligations you may have under any agreements with the Company regarding the non-disclosure of trade secrets and confidential or proprietary information, prohibiting solicitation of customers, suppliers, or employees, prohibiting competition with the Company, assigning intellectual property, indemnification or providing for a dispute resolution mechanism. You acknowledge that neither the Company, the Releasees, nor

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their agents or attorneys have made any promise, representation or warranty, either express or implied, written or oral, which is not contained in this Agreement to induce you to execute the Agreement. You acknowledge that you have executed this Agreement in reliance only upon the promises, representations and warranties herein, and that you are executing this Agreement voluntarily and free of any duress or coercion.

19. Definitions: The following terms shall have the meaning set forth below wherever they are used in this Agreement:

a. ***Benefits Trigger***. The term "Benefits Trigger" shall mean that either (i) you do not voluntarily resign from your employment or you are not terminated by the Company for Cause before March 31, 2024 (unless the Company requests that you continue in your capacity as Chief Financial Officer, in which case, you must not voluntarily resign from your employment or you must not be terminated for by the Company for Cause before the earlier of (x) the CFO Transition Date and (y) June 30, 2024, or such later date as the Parties may mutually agree in writing), you satisfactorily perform the Transition Services, you adhere to your obligations in this Agreement, and you do not voluntarily resign as the Company's Chief Financial Officer prior to the CFO Transition Date; (ii) you are subject to an Involuntary Termination prior to the later of (x) March 31, 2024 or (y) if the Company requests that you continue in your capacity as Chief Financial Officer, the earlier of (A) the CFO Transition Date and (B) June 30, 2024, or such later date as the Parties may mutually agree in writing (and a Change in Control does not occur within the three (3) months prior to the Separation Date or twelve (12) months after the Separation Date); or (iii) you voluntarily resign with 30 days written notice after the CFO Transition Date. For the avoidance of doubt only, and without limiting the scope of this provision, the Benefits Trigger shall include any circumstances where the Company terminates your employment without Cause prior to March 31, 2024.

b. (a) **Cause**. The term "Cause" "**Cause**" shall mean:

i.

(i) a material failure by you to comply with the Company's written policies or rules after being provided written notice and 30 days' opportunity to cure and, after such notice period, you have not cured the material failure alleged in the Company's written notice;

9 cure;

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ii. (ii) your conviction of, or plea of "guilty" or "no contest" to, a crime involving moral turpitude, deceit, dishonesty or fraud that has caused harm to the Company or any affiliate of the Company;

iii.

(iii) your willful and continued failure to substantially perform (other than by reason of Disability) your duties and responsibilities assigned or delegated after receiving written notification of such failure from the Company and 15 30 days' opportunity to cure;

iv.

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(iv) any intentional act of dishonesty, deceit, fraud, moral turpitude, misconduct, breach of trust or acts intentionally against the financial or business interests of the Company by you, or your use or possession of illegal drugs in the workplace;

v.

(v) the material breach by you of any of your obligations under any agreement between you and the Company after being provided written notice and 30 days' opportunity to cure and, after such notice period, you have not cured the material failure alleged in the Company's written notice; cure; or

vi.

(vi) your failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation.

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For purposes of this definition of Cause, no act, or failure to act, will be deemed "willful" or "intentional" if done or omitted to be done by the Employee Executive in good faith with a reasonable belief that Employee's Executive's act, or failure to act, was in the best interest of the Company.

c. (b) **Change in Control**. The term "Change "**Change in Control"** shall mean (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; (ii) the consummation of a merger or consolidation of the Company with or into any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or (iii) the sale, transfer or

other disposition of all or substantially all of the Company's assets.

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d. (c) **Code**. The term "Code" "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

e. (d) **Disability**. The term "Disability" "**Disability**" shall mean that the Employee Executive is unable to engage in any substantial gainful activity as required to perform his material duties (with reasonable accommodation) by reason of any medically determinable physical or mental impairment which can be expected to result in death or to last for a continuous period of not less than twelve months.

f. (e) **Involuntary Termination**. The term "Involuntary Termination" "**Involuntary Termination**" shall mean either the Employee's Executive's (i) Termination Without Cause or (ii) Resignation for Good Reason.

g. (f) **Resignation for Good Reason**. The term "Resignation "**Resignation for Good Reason" Reason**" means a Separation as a result of the Employee's Executive's resignation within 12 months after one of the following conditions has come into existence without the Employee's Executive's written consent:

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i. (i) a material diminution in your compensation; compensation (except for across-the-board reductions affecting the Company's similarly situated employees generally);

ii. (ii) a material diminution in your title, duties, authority and responsibilities within the Company;

(iii) relocation of your principal workplace (i.e., Boston, Massachusetts) by more than fifty (50) miles away from the location which you were working immediately prior to the required relocation without your prior consent; or

iii. (iv) a material breach of the Company's obligation under any agreement between the Company and you.

A Resignation for Good Reason shall not be deemed to have occurred unless the Employee Executive gives the Company written notice of the condition within 60 days after the condition comes into existence and the Company fails to remedy the condition within 30 days after receiving the Employee's Executive's written notice.

For the avoidance of doubt, the appointment of your successor as Chief Financial Officer of the Company shall not constitute Good Reason.

h. (g) **Separation**. The term "Separation" shall mean a "separation from service," as defined in the regulations under Section 409A of the Code.

i. (h) Severance Benefits ". The term "Severance Benefits" shall mean the applicable severance payments and the Equity Benefits, if any, as set forth in the Termination Benefits section of this Agreement.

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j. **Termination Without Cause.**" The term "Termination Without without Cause" means a Separation as a result of a termination of the Employee's Executive's employment by the Company without Cause and other than as a result of Disability.

20. 12. **Headings; Sub-Headings Miscellaneous Provisions**: Headings.

(a) **Notice**. Notices and sub-headings of the paragraphs and sub-paragraphs of all other communications contemplated by this Agreement and the Release are intended solely for convenience of reference and no provision of this Agreement or the Release is to shall be construed based upon the heading or sub-heading of any paragraph or sub-paragraph.

21. Severability: The provisions of this Agreement are severable, in writing and if any part of the Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable.

22. Modification; Counterparts; Electronic/PDF Signatures: You agree this Agreement may not be altered, amended, modified, or otherwise changed except by another written agreement that specifically refers to this Agreement, executed an authorized representative of the Company (other than Employee) and an authorized representative of Employee. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute the same instrument. Counterparts may be delivered via facsimile, electronic mail, or other electronic transmission method, and may be executed using any electronic signature method complying with the United States ESIGN Act of 2000 (*e.g.*, www.docusign.com). Any such counterpart so delivered shall be deemed to have been duly given when personally delivered, when delivered via email to a Company domain email address or, following the Separation, to the Executive's personal email address on file with Human Resources, when delivered by FedEx with delivery charges prepaid, or when mailed by U.S. registered or certified mail, return receipt requested and validly delivered postage prepaid. In the case of the Executive, mailed notices shall be addressed to him at the home address that he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be valid and effective for all purposes. directed to the attention of its Secretary.

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23. (b) **Interpretation Modifications and Construction Waivers**. No provision of Agreement: This this Agreement shall be construed and interpreted under modified, waived or discharged

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unless the laws of the state where you were last employed by the Company, Massachusetts, without regard modification, waiver or discharge is agreed to its conflict of law principles. Moreover, this Agreement shall not be construed against either party as the author or drafter of the Agreement.

24.Review of Transition Agreement; Expiration of Offer; Effective Date: You understand that you may take up to twenty-one (21) calendar days to consider this Agreement (the "***Consideration Period***"). You agree changes to this Agreement, whether material or immaterial, do not toll or restart the Consideration Period. If you choose to sign this Agreement before the Consideration Period ends, you represent: (i) you freely chose to do so after carefully considering its terms; (ii) you are knowingly and voluntarily waiving the remainder of the Consideration Period; and (iii) your decision to waive the remainder of the Consideration Period was not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the Consideration Period, or by providing different terms to you for signing this Agreement prior to the expiration of the Consideration Period. You affirm that you were advised to consult with an attorney before signing this Agreement. You also understand you may revoke this Agreement within seven (7) calendar days of signing (the "***Revocation Period***") and that the Company will only provide you with the Severance Benefits after that Revocation Period has expired. Any revocation must be made in writing and delivered to Rob Orgel at rob.orgel@flywire.com. This Agreement is effective on the eighth (8th) calendar day after you sign it, provided, provided you have not revoked it (the "***Effective Date***").

(Remainder of Page Intentionally Left Blank; Signatures Follow Below)

If you agree to the terms outlined in this Agreement, please sign below and return it to me within the timeframe noted above.

Sincerely,

FLYWIRE CORPORATION

By: /s/ Rob Orgel

Rob Orgel, President and Chief Operating Officer

Date: November 6, 2023

READ, UNDERSTOOD AND AGREED

/s/ Michael Ellis

Michael Ellis

Date: November 6, 2023

Attachments

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Exhibit A: Confidentiality Agreement

Exhibit B: Release

EXHIBIT A

Confidentiality Agreement

(begins on next page)

EXHIBIT B

Release

This Release (the "***Release***"), which is Exhibit B to the Transition Agreement (the "***Transition Agreement***") executed between Michael Ellis ("***you***", "***your***", or "***Employee***") and Flywire Corporation (the "***Company***"), supplements the Transition Agreement. Company and Employee may be referred to herein collectively as the "***Parties***," and each an individual "***Party***". In consideration for the Severance Benefits (as defined in the Transition Agreement), if any, and the Release Benefit (as defined below), you agree to the following:

1. Separation from Employment: Your last day of employment with the Company will be _____ (the "***Separation Date***").

2. Severance Benefits: The Company shall pay you the Severance Benefits, if any, in accordance with and subject to the terms and conditions of the Transition Agreement and the Release.

3. Final Pay and Benefits: You acknowledge and agree that the Company has provided you with your final pay, less lawful deductions (the "***Final Pay***") through the Separation Date, in a timely manner and in accordance with your state's law. Whether or not you execute this Release, you will be entitled to, and are not releasing your rights to, any benefits required to be provided to you pursuant to any employee benefit plans in which you are a participant. You may also have rights to continue your group health coverage under the federal law commonly called "COBRA" or a state law equivalent.

4. General Release and Waiver of Claims: In exchange for the Severance Benefits, if applicable, and the Release Benefits, the sufficiency of which is hereby acknowledged, to the fullest extent permitted by law, you on behalf of yourself, your heirs, family members, executors, estates, agents and assigns, or any controlled affiliate and any trust or other entity of which you or your heirs, estates or family directly or indirectly hold a majority beneficial interest, fully, finally, and forever release and discharge the Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors, investors, and assigns (collectively "***Releasees***") of and from all claims and potential claims that may legally be waived by private agreement, whether known or unknown, whether specifically enumerated or not in this Agreement, which

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you have asserted or could assert against the Company arising out of or relating in any way to acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date you sign this Release (the "***Released Claims***"). The Released Claims specifically include but are not limited to: claims under common law or equity; claims for additional compensation or benefits arising out of your employment or your separation from employment; wage and hour claims; unlawful discharge; breach of contract; breach of the covenant of good faith and fair dealing; fraud; violation of public policy; defamation; physical injury; emotional distress; negligence; claims under Title VII of the 1964 Civil Rights Act; the Age Discrimination in Employment Act ("***ADEA***"); Older Workers Benefit Protection Act ("***OWBPA***"); the Employee Retirement Income Security Act of 1974 ("***ERISA***"); the Americans with Disabilities Act; the Workers Adjustment and Retraining Notification Act ("***WARN***"); the Equal Pay Act; the Family Medical Leave Act; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the Pregnant Workers Fairness Act; the Massachusetts Wage Act (M.G.L. c. 149, §§ 148 et seq.); the Massachusetts Minimum Fair Wage Law (M.G.L. c. 151) ; the Massachusetts Civil Rights Act; the Massachusetts Fair Employment Practices Act; the Massachusetts Equal Rights Law; the Massachusetts Equal Pay Act; the anti-discrimination provisions of the Massachusetts Paid Family and Medical Leave law; the Massachusetts COVID-19 Emergency Earned Sick Time law; the Massachusetts Privacy Act; the Florida Civil Rights Act (§§ 760.01 to 760.11, Fla. Stat.); the Florida Whistleblower Protection Act (§§ 448.101 to 448.105, Fla. Stat.); the Florida Workers' Compensation Retaliation provision

(§ 440.205, Fla. Stat.); the Florida Minimum Wage Act (§ 448.110, Fla. Stat.);and any other federal, state, or local laws, constitution, rule, ordinance, order, and/or regulations, including their amendments and respective implementing regulations.

5. Protected Rights:

a. You understand that nothing in this Release limits your ability to file a charge or complaint with, to provide documents or information voluntarily or in response to a lawfully-served subpoena or other information request to, or to participate in an investigation or proceeding conducted signed by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety Executive and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local government agency or commission (each, a "***Government Agency***"). You further understand this Release does not limit your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Release does not limit your right to receive an award for information provided to any Government Agency.

b. You understand that nothing in this Release: (i) applies to claims for unemployment or workers' compensation benefits; (ii) applies to claims arising after the date you sign this Release; (iii) applies to

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claims for reimbursement of expenses under the Company's expense reimbursement policies; (iv) applies to claims for any vested rights under the Company's ERISA-covered employee benefit plans as applicable on the date you sign this Release; (v) applies to claims that controlling law clearly states may not be released by private agreement; (vi) limits or affects your right, if any, to challenge the validity of this Release under the ADEA or the OWBPA; (vii) applies to a non-disclosure or non-disparagement clause agreed to before a dispute arises involving a nonconsensual sexual act or sexual contact, including when the victim lacks capacity to consent, or relating to conduct that is alleged to constitute sexual harassment; (viii) shall be deemed to be a waiver or release by you of any rights of yours to indemnification, contribution or defense from or through the Company or its insurers, under the Company's (or its affiliates') charter or Bylaws, or under applicable law, with respect to prior actions or inactions relating in any way to Employee's duties as a director, employee or authorized officer of the Company (including pursuant to (other than the Indemnification Agreement) Executive). No waiver by either party of any breach of, or claims under of compliance with, any directors' and officers' liability insurance policy (or similar policy); (ix) condition or provision of this Agreement by the other party shall be deemed considered a waiver of any other condition or release by you of your right to enforce the terms provision or of the Transition same condition or provision at another time.

(c) **Whole Agreement**. This Agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between the Executive and the Company and constitute the complete agreement between the Executive and the Company regarding the subject matter set forth herein.

(d) **Tax Matters**. All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, with the Release; or (x) precludes you from exercising your rights, if any, under requirements of Section 7 409A of the National Labor Relations Act ("***NLRA***") or under similar state law to engage in protected, concerted activity with other employees, including discussing your compensation or terms and conditions of employment. However, by signing this Release, you are waiving your right to recover any individual relief, including any backpay, frontpay, reinstatement or other legal or equitable relief, in any charge, complaint, or lawsuit or other proceeding brought by you or on your behalf by any third party, except for any right you may have to receive a payment or award from a Government Agency (and not the Company) for information provided to said Government Agency and except as provided under applicable law.

c. Notwithstanding your confidentiality obligations to the Company under the Confidentiality Agreement, this Release, and otherwise, you understand Code so that as provided by the Federal Defend Trade Secrets Act, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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d. Notwithstanding the above, you understand that upon the Release Effective Date (defined below), this Release will be final and binding. You promise not to pursue any claim released by

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this Release. Notwithstanding the foregoing, although you are releasing claims you may have under the ADEA and the OWBPA, you may challenge the knowing and voluntary nature of this release before a court, the Equal Employment Opportunity Commission or any other Government Agency charged with the enforcement of any employment laws.

6. Equity:

a. *Options*. On April 26, 2015, you were granted a stock option (the "***First Option***") to purchase 516,873 shares none of the Company's common stock (the "***Common Stock***") under the Company's 2009 Equity Incentive Plan (the "***2009 Plan***"). On November 28, 2018, you were granted a stock option (the "***Second Option***") to purchase 195,000 shares of Common Stock under the Company's 2018 Equity Incentive Plan (the "***2018 Plan***"). On January 21, 2021, you were granted an additional stock option (the "***Third Option***" and collectively with the First Option and the Second Option, the "***Options***") to purchase an additional 195,000 shares of Common Stock under the 2018 Plan. As of the Separation Date, assuming a Separation Date of June 30, 2024 (and in the case of your resignation that you have provided at least 30 days written notice to the Company) and that the Company's Board of Directors payments or its Compensation Committee approved the Equity Benefits: (i) all of the shares benefits will be subject to the First Option have vested, _____ of which remain exercisable, (ii) all additional tax imposed under Section 409A of the shares subject to the Second Option have vested, _____ Code, and any ambiguities herein will be interpreted in accordance with such intent. For purposes of which remain exercisable, and (iii) all Section 409A of the shares subject to Code, each payment, installment or benefit payable under this Agreement is hereby designated as a separate payment. In addition, if the Third Option have vested, of which _____ and remain exercisable. You have exercised and subsequently sold certain Company determines that you are a "specified employee" under Section 409A(a)(2)(B)(i) of the shares subject to the Options. You acknowledge and agree that based on the Form 4 filed with the U.S. Securities and Exchange Commission (the "***SEC***") on _____ you currently hold _____ of Common Stock (excluding any unvested RSUs (defined below)). Pursuant to the applicable notice of stock option grants and stock option agreements (each, collectively, a "***Stock Option Agreement***") between you and the Company, any vested shares subject to your Options shall remain exercisable at any time until the date three months after the Separation Date (and such shares to the extent unexercised will expire on such date). Any unvested shares subject to your Options will expire on the Separation Date for no consideration. The Stock Option Agreements and, if applicable, any agreements or notices pursuant to which you acquired or acquire any shares subject to your Options will remain in full force and effect, and you agree to remain bound by those agreements.

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b. *RSUs*. On March 4, 2022, the Company granted you 90,014 restricted stock units (the "***First RSUs***") of the Company pursuant to a Restricted Stock Unit Award Agreement (the "***First RSU Agreement***"). As of the Separation Date, assuming a Separation Date of June 30, 2024 (and in the case of your resignation that you have provided at least 30 days written notice to the Company) and that the Company's Board of Directors or its Compensation Committee approved the Equity Benefits, you will have satisfied the time-based vesting requirement with respect to 69,221 of the First RSUs (the "***First Grant Vested RSUs***") and you will not have satisfied the time-based vesting requirement with respect to 20,793 of the First RSUs (the "***First Grant Unvested RSUs***"). On March 14, 2023, the Company granted you 101,023 restricted stock units (the "***Second RSUs***" and together with the First RSUs, the "***RSUs***") pursuant to a Restricted Stock Unit Award Agreement (the "***Second RSU Agreement***" and together with the First RSU Agreement, the "***RSU Agreements***"). As of the Separation Date, assuming a Separation Date of June 30, 2024 (and in the case of your resignation that you have provided at least 30 days written notice to the Company) and that the Company's Board of Directors or its Compensation Committee approved the Equity Benefits, you will have satisfied the time-based vesting requirement with respect to 52,637 of the Second RSUs (the "***Second Grant Vested RSUs***" and together with the First Grant Vested RSUs, the "***Vested RSUs***") and you will not have satisfied the time-based vesting requirement with respect to 48,386 of the Second RSUs (the "***Second Grant Unvested RSUs***" and together with the First Grant Unvested RSUs, the "***Unvested RSUs***"). The Vested RSUs have settled or will settle pursuant to the terms of the RSU Agreements and the then-Unvested RSUs will terminate on the Separation Date. The RSU Agreements will remain in full force and effect and you agree to be bound by those Agreements.

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c. *ESPP*. You elected to participate in the Company's Employee Stock Purchase Plan (the "***ESPP***"). As of the Separation Date you will no longer be able to participate in the ESPP. Any contributions to the ESPP you made during the offering period in effect Code at the time of your termination Separation, then (i) any severance payments or benefits, to the extent that they are subject to Section 409A of the Code, will not be paid or otherwise provided until the first business day following (A) expiration of the six-month period measured from your Separation or (B) the date of your death and (ii) any installments that otherwise would have been paid or provided prior to such date will be used to purchase shares paid or returned to you, provided in accordance with a lump sum when the ESPP's terms. Please refer to the Fidelity NetBenefits platform for the details regarding your equity holdings, if any.

d. Except as set forth in this Equity section, you further acknowledge and agree that you do severance payments or benefits commence. The Company shall not have any other rights a duty to receive, acquire, possess or vest into any additional shares of Common Stock or any other shares, warrants, securities, derivative securities or other class of capital stock of the Company or any of design its parent, subsidiary or affiliated entities.

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7. Transition Agreement Remains Effective: You understand compensation policies in a manner that minimizes your tax liabilities, and agree that except as expressly provided herein, this Release does not otherwise modify or supersede the provisions of the Transition Agreement. Except as otherwise defined in this Release, all capitalized terms used in this Release shall have the same meaning as used in the Transition Agreement.

8. Return of Company Property: You acknowledge and agree that as a condition precedent for the Severance Benefits and the Release Benefits, you must return to the Company all of its property and data of any type in your possession, custody, or control including, but not limited to keys, access codes or devices, physical or electronically stored documents or files, cell phone, and passwords ("***Company Property***") on the Separation Date. You further agree to return all the Company's property and data in the same working condition in which they were issued to you. Notwithstanding anything to the contrary in this Release, you are allowed to retain your laptop computer (the "***Company Laptop***") and printer (the "***Company Issued Computer and Printer Benefit***"). The Company Issued Computer and Printer Benefit is also contingent upon you submitting the Company Laptop back to the Company for purposes of allowing the Company to wipe all Company information and programs from the Company Laptop on or before the Separation Date. Once wiped by the Company, subject to the conditions set forth herein, the Company Laptop will be provided to you in "as is" condition, without warranty or guarantee.

9. Proprietary Information and Restrictive Covenants: You acknowledge that you are bound and continue to be bound by the Company's Employee Invention Assignment and Confidentiality Agreement (the "***Confidentiality Agreement***"), a copy of which is attached hereto as Exhibit I.

10.Confidentiality: Except as required by law and subject to the Protected Rights paragraph above, you must keep the existence, contents, terms, and conditions of this Release confidential and may not disclose them except to your immediate family, accountant(s), attorneys, or under subpoena or court order. If asked for information about this Release, you will simply respond that you and the Company have separated on agreed terms. Any breach of this Confidentiality paragraph shall be deemed a material breach of this Release.

11.No Disparagement: Subject to the Protected Rights paragraph above, you agree that you will never intentionally make any disparaging, defamatory, or negative statements, publicly or privately, online or offline, orally or in writing about the Company or its stockholders, directors, officers, employees, products, services or business practices, your employment with the Company, or the termination of that employment. In exchange for your entering into this Release, the Company agrees that the Company shall direct its officers and directors not to make any disparaging, defamatory or negative statements, publicly or privately, online or offline, orally or in writing, about you, your employment with the Company or the termination of your employment or your relationship with the Company, except to the extent required by law (the "***Release Benefit***"). You acknowledge and agree that the Release Benefit is an additional benefit provided to you in exchange for your acceptance of the terms in this Release, and that you would not otherwise be entitled to the Release Benefit.

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12.Restricted Activities. For a period of nine (9) months following the Separation Date, you hereby agree that you will not directly or indirectly engage in any Competitive Activities (as defined in the Transition Agreement) (a) anywhere the Company offers its services or has customers during your employment with the Company or where your use or disclosure of the Company's proprietary information could materially disadvantage the Company regardless of your physical location; or (b) anywhere within a fifty (50) mile radius of any physical location where you worked for the Company. The foregoing timeframes shall be increased by the period of time beginning from the commencement of any violation of the foregoing provisions until such time as you have cured such violation.

For the purposes of this Restricted Activities section, "the Company" includes the Company and all other persons or entities that control, are controlled by or are under common control with the Company and for whom Employee performed responsibilities or about whom Employee has any of the Company's proprietary information.

13.Cooperation:You agree to cooperate with the Company relating to matters within your knowledge or responsibility. Without limiting this commitment, you agree (a) to meet with Company representatives, its counsel, or other designees at mutually convenient times and places with respect to any items within the scope of this provision; (b) to provide truthful testimony regarding same to any court, agency, or other adjudicatory body; (c) to execute such instruments and documents necessary to transition contracts, accounts and licenses to a Company designee following your termination of employment, subject to the Indemnification Agreement; and (d) to provide the Company with notice of contact by any non-governmental adverse party or such adverse party's representative, except as may be required by law. The Company will reimburse you for reasonable expenses in connection with the cooperation described in this paragraph.

14.Employee Representations: You represent and warrant the following:

a. You do not have a claim against the Company or the Releasees, Board related to tax liabilities arising from your compensation.

(e) **280G. Parachute Payments.** If any payment or otherwise have not made internal, administrative, or judicial complaints, claims, or actions against or regarding benefit that you would receive in connection with a Change in Control from the Company or otherwise ("Payment") would (i) constitute a "parachute payment" within the Releasees, meaning of Section 280G of the Code, and (ii) but for claims you this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment,

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whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in your receipt of the greatest economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, any reduction shall be applied first, on a *pro rata* basis, to amounts that constitute deferred compensation within the meaning of Section 409A of the Code, and, in the event that the reductions pursuant to this Section 12(e) exceed payments that are releasing subject to Section 409A of the Code, the remaining reductions shall be applied, on a *pro rata* basis, to any other remaining payments, first with respect to amounts payable in this Release; cash before being made in respect to any payments to be provided in the form of benefits or equity award acceleration, and in the form of benefits before being made with respect to equity award acceleration. The Company's

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determinations hereunder shall be final, binding and conclusive on all interested parties.

b. (f) **Arbitration.** Any controversy or claim arising out of this Agreement and any and all claims relating to your Employment with the Company any work-related injuries will be settled by final and binding arbitration. The arbitration will take place in the Commonwealth of Massachusetts. The arbitration will be administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any award or occupational illnesses sustained by you during your employment finding will be confidential. You and the Company agree to provide one another with reasonable access to documents and witnesses in connection with the Company;

c. You have been properly provided any leaves of absence requested and available to you based on your or your family members' health or medical condition or military service, and have not been subjected to any improper treatment, conduct, or actions due to a request for or taking such leave;

d. With receipt of your Final Pay, you have received all compensation due because of services you performed for the Company;

e. You have been properly provided paid time off and, consistent with the Company's non-accrual vacation policy, you will not have any accrued but unused vacation time or paid time off as resolution of the Separation Date dispute. You and the Company will share the costs of arbitration equally up to, for which

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you, are entitled the filing fee to payment; bring a civil action in the state courts of Massachusetts. Each party will be responsible for its own attorneys' fees, and

f. You are the arbitrator may not aware award attorneys' fees unless a statute or contract at issue specifically authorizes such an award. This Section 12(f) does not apply to claims for workers' compensation benefits or unemployment insurance benefits. This Section 12(f) also does not apply to claims concerning the ownership, validity, infringement, misappropriation, disclosure, misuse or enforceability of any conduct by any person that violates Company policy or the Company's legal, compliance, or regulatory obligations, confidential information, patent right, copyright, mask work, trademark or any other suspected ethical trade secret or compliance issues intellectual property held or sought by either you or the Company (whether or not arising under the other Releasees that you have not brought to PIIA).

(g) **Choice of Law and Severability**. This Agreement shall be interpreted in accordance with the attention laws of the Company.

15. No Admission Commonwealth of Liability: This Release shall not be construed Massachusetts (except its provisions governing the choice of law). If any provision of this Agreement becomes or contended is deemed invalid, illegal or unenforceable in any applicable jurisdiction by you to be an admission reason of the scope, extent or evidence duration of any wrongdoing, unlawful conduct, or liability by the Company or the

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Releasees. This Release shall be afforded the maximum protection allowable under Federal Rule of Evidence 408 and/ its coverage or any other state reason, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, federal law of similar effect. However, if such provision cannot be so amended without materially altering the Parties agree that this Release may be used as evidence in a subsequent proceeding in which any intention of the Parties allege a breach parties, then such provision shall be stricken and the remainder of this Release or as a complete defense to Agreement shall continue in full force and effect. If any lawsuit brought provision of this Agreement is rendered illegal by any party.

16. Severability: The present or future statute, law, ordinance or regulation (collectively the "Law"), then such provision shall be curtailed or limited only to the minimum extent necessary to bring such provision into compliance with the Law. All the other terms and provisions of this Release are severable, Agreement shall continue in full force and if any part effect without impairment or limitation.

(h) **No Assignment**. This Agreement and all rights and obligations of the Release is found Executive hereunder are personal to be invalid or unenforceable, the other parts shall remain valid Executive and enforceable.

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17. Modification; Counterparts; Electronic/PDF Signatures: You agree this Release may not be altered, amended, modified, transferred or otherwise changed except assigned by another written agreement the Executive at any time. The Company may assign its rights under this Agreement to any entity that specifically refers to this Release, executed by an authorized representative assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company (other than Employee) and an authorized representative of Employee. Company's assets to such entity.

(i) **Counterparts**. This Release Agreement may be executed in several two or more counterparts, each of which shall constitute be deemed an original, and but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, or other electronic transmission method, and may be executed using any electronic signature method complying with the United States ESIGN Act of 2000

(*e.g.* *Signatures on following page*)

IN WITNESS WHEREOF, www.docusign.com). Any such counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18. Interpretation and Construction of Release: This Release shall be construed and interpreted under the laws each of the state where you were last employed by parties has executed this Agreement, in the case of the Company Massachusetts, without regard to by its conflict of law principles. Moreover, this Release shall not be construed against either party duly authorized officer, as the author or drafter of the Release. day and year first above written.

FLYWIRE CORPORATION

19.

Review of Release; Effective Date Signature:: You understand that you may take up to twenty-one (21) calendar days to consider this Release (the " /s/Michael Massaro***Release Consideration Period***"). You agree changes to this Release, whether material or immaterial, do not toll or restart the Release Consideration Period. If you choose to sign this Release before the Release Consideration Period ends, you represent: (i) you freely chose to do so after carefully considering its terms; (ii) you are knowingly and voluntarily waiving the

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remainder of the Release Consideration Period; and (iii) your decision to waive the remainder of the Release Consideration Period was not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the Release Consideration Period, or by providing different terms to you for signing this Release prior to the expiration of the Release Consideration Period. You affirm that you were advised to consult with an attorney before signing this Release. You also understand you may revoke this Release within seven (7) calendar days of signing (the "***Release Revocation Period***") and that the Company will only provide you with the Severance Benefits and the Release Benefits after that Release Revocation Period has expired. Any revocation must be made in writing and delivered to Rob Orgel at rob.orgel@flywire.com. This Release is effective on the eighth (8th) calendar day after you sign it, provided you have not revoked it (the "***Release Effective Date***").

YOU AGREE THAT YOU HAVE CAREFULLY READ THIS RELEASE, THAT YOU HAVE BEEN GIVEN AMPLE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, THAT YOU ARE RECEIVING SUBSTANTIAL BENEFITS AS A RESULT OF THIS RELEASE, AND THAT YOU ARE VOLUNTARILY SIGNING THIS RELEASE BY YOUR OWN FREE ACT. THIS RELEASE CONSTITUTES A VOLUNTARY AND KNOWING WAIVER OF RIGHTS UNDER THE LAWS AND STATUTES REFERENCED ABOVE.

YOU UNDERSTAND THAT YOU ARE NOT TO SIGN THIS RELEASE PRIOR TO THE SEPARATION DATE.

BY SIGNING BELOW, THE PARTIES INDICATE THEIR ACCEPTANCE OF THE TERMS OF THIS RELEASE AS OF THE DATE INDICATED BELOW.

DO NOT SIGN PRIOR TO SEPARATION DATE

(Remainder of Page Intentionally Left Blank; Signatures Follow Below)

If you agree to the terms outlined in this Release, please sign below and return it to me within the timeframe noted above.

Sincerely,

FLYWIRE CORPORATION

By:_____

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Rob Orgel, President and Title: Chief Operating Executive Officer

Date: _____ February 8, 2024

EXECUTIVE

READ, UNDERSTOOD AND AGREED/s/ Cosmin Pitigoi
Cosmin Pitigoi

Michael Ellis

Date: _____ February 8, 2024

Attachments

Exhibit I: Confidentiality Agreement

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EXHIBIT I

Confidentiality Agreement

(begins on next page)

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Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Massaro, certify that:

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1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2023 March 31, 2024 of Flywire Corporation;

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

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2023 May 7, 2024

By: /s/ Michael Massaro

Michael Massaro

Chief Executive Officer and Director

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Ellis, Cosmin Pitigoi, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2023 March 31, 2024 of Flywire Corporation;

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

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable

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

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2023 May 7, 2024

By: /s/ Michael Ellis Cosmin Pitigoi

Michael Ellis Cosmin Pitigoi

Chief Financial Officer

(Principal Financial and Accounting Officer)

Exhibit 32.1

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CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Flywire Corporation (the "Company") on Form 10-Q for the quarter ended September 30, 2023 March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: November 7, 2023 May 7, 2024

By: /s/ Michael Massaro

Michael Massaro
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Flywire Corporation (the "Company") on Form 10-Q for the quarter ended September 30, 2023 March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: November 7, 2023 May 7, 2024

By: /s/ Michael Ellis Cosmin Pitigoi

Michael Ellis Cosmin Pitigoi
Chief Financial Officer
(Principal Financial and Accounting Officer)

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