

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

☐ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31 , 2023

☐ 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: 001-41797

TKO GROUP HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

92-3569035
(I.R.S. Employer Identification No.)

200 Fifth Ave, 7th Floor
New York , NY 10010
(Address of principal executive offices)

(646) 558-8333
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.00001 per share	TKO	The New York Stock Exchange

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

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☐

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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-Accelerated Filer ☒ Smaller Reporting Company ☐ Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

The registrant was

no
t a public company as of June 30, 2023, the last business day of its most recently completed second fiscal quarter, and therefore cannot calculate the aggregate market value of its voting and non-voting common equity held by non-affiliates as of such date. The registrant's Class A common stock began trading on the New York Stock Exchange on September 12, 2023.

As of January 31, 2024, there were

82,321,595
shares of the Registrant's Class A common stock outstanding and

89,616,891
shares of the Registrant's Class B common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

None.

TABLE OF CONTENTS

	Forward Looking Statements	3
	Definitions	4
	Risk Factor Summary	5
PART I		
Item 1.	Business	6
Item 1A.	Risk Factors	14
Item 1B.	Unresolved Staff Comments	39
Item 2.	Properties	41
Item 3.	Legal Proceedings	41
Item 4.	Mine Safety Disclosures	41
PART II		
Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	42
Item 6.	[Reserved]	43
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	44
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	57
Item 8.	Financial Statements and Supplementary Data	58
Item 9.	Changes in and Disagreements With Accountants on Accounting and Financial Disclosure	58
Item 9A.	Controls and Procedures	58
Item 9B.	Other Information	58
Item 9C.	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	59
PART III		
Item 10.	Directors, Executive Officers and Corporate Governance	59
Item 11.	Executive Compensation	63
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	85
Item 13.	Certain Relationships and Related Transactions, and Director Independence	87
Item 14.	Principal Accounting Fees and Services	93
PART IV		
Item 15.	Exhibits and Financial Statement Schedules	94
Item 16.	Form 10-K Summary	97
	Signatures	98

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (the "Annual Report") contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of present and historical fact contained in this Annual Report, including without limitation, statements regarding the anticipated benefits of and costs associated with the Transactions (as defined below); our expectations surrounding the Transactions and our ability to grow our business and bolster our financial position; our expected contractual obligations and capital expenditures; our future results of operations and financial position; industry and business trends; the impact of market conditions and other macroeconomic factors on our business, financial condition and results of operations; our future business strategy, plans, market growth and our objectives for future operations; and our competitive market position within our industry are forward-looking statements.

Without limiting the foregoing, you can generally identify forward-looking statements by the use of forward-looking terminology, including the terms "aim," "anticipate," "believe," "could," "mission," "may," "will," "should," "expect," "intend," "plan," "estimate," "project," "predict," "potential," "target," "contemplate," or, in each case, their negative, or other variations or comparable terminology and expressions. The forward-looking statements in this Annual Report are only predictions and are based on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition, and results of operations. These forward-looking statements speak only as of the date of this Annual Report and are subject to a number of known and unknown risks, uncertainties and assumptions, including but not limited to:

- ☐ difficulties with the integration and in realizing the expected benefits of the Transactions, including the business combination;
- ☐ the unfavorable outcome of legal proceedings that may be instituted against TKO Group Holdings, UFC, WWE and their affiliates in connection with the Transactions, including the business combination;
- ☐ the inability to capture all or part of the anticipated cost and revenue synergies;
- ☐ potential liabilities that are not known, probable or estimable at this time;
- ☐ the inability to maintain the listing of our Class A common stock on the NYSE;
- ☐ the risk of adverse tax consequences of the Merger and the Conversion;
- ☐ the inability to retain WWE or UFC management, employees and/or talent;
- ☐ the impact of future domestic and international industry trends on our business and our future growth, business strategy and objectives for future operations;
- ☐ the inability to renew or replace our distribution rights agreements on equal or more favorable terms;
- ☐ the possibility we may be adversely affected by other economic, business and/or competitive factors; and
- ☐ other important factors that could cause actual results, performance or achievements to differ materially from those described in: this Annual Report in Part I, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Part I, Item 1A. "Risk Factors"; the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our final prospectus filed with the Securities and Exchange Commission (the "SEC") on Form 424(b)(4) on September 19, 2023 (the "Prospectus"); and our subsequent filings with the Securities and Exchange Commission (the "SEC").

These risks could cause our actual results to differ materially from those implied by forward-looking statements in this Annual Report. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Even if our results of operations, financial condition and liquidity and the development of the industry in which we operate are consistent with the forward-looking statements contained in this Annual Report, those results or developments may not be indicative of results or developments in subsequent periods.

You should read this Annual Report and the documents that we reference herein completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we have no obligation to update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

DEFINITIONS

As used in this Annual Report, unless we state otherwise or the context otherwise requires:

- ☐ “we,” “us,” “our,” “TKO Group Holdings,” “TKO,” the “Company,” and similar references refer (1) prior to the consummation of the Transactions to Zuffa Parent, LLC, and (2) after the consummation of the Transactions to TKO Group Holdings, Inc. and its consolidated subsidiaries.
- ☐ “Board” refers to the board of directors of TKO Group Holdings.
- ☐ “business combination” refers to the combination of the businesses of WWE and TKO OpCo.
- ☐ “Class A common stock” refers to the Class A common stock, par value \$0.00001 per share, of TKO.
- ☐ “Class B common stock” refers to the Class B common stock, par value \$0.00001 per share, of TKO.
- ☐ “DGCL” refers to the General Corporation Law of the State of Delaware.
- ☐ “Endeavor” refers to Endeavor Group Holdings, Inc., a Delaware corporation.
- ☐ “Endeavor OpCo” refers to Endeavor Operating Company, LLC, a Delaware limited liability company and subsidiary of Endeavor.
- ☐ “fully-diluted basis” means on a basis calculated assuming the full cash exercise (and not net settlement but, for the avoidance of doubt, including the conversion of the Convertible Notes (to the extent not converted prior to closing of the Transaction)) of all outstanding options, warrants, restricted stock units, performance stock units, dividend equivalent rights and other rights and obligations (including any promised equity awards and assuming the full issuance of the shares underlying such awards) to acquire voting interests of TKO Group Holdings (without regard to any vesting provisions and, with respect to any promised awards whose issuance is conditioned in full or in part based on achievement of performance goals or metrics, assuming achievement at target performance) and the full conversion, exercise, exchange, settlement of all issued and outstanding securities convertible into or exercisable, exchangeable or settleable for voting interests of TKO Group Holdings, not including any voting interests of TKO Group Holdings reserved for issuance pursuant to future awards under any option, equity bonus, share purchase or other equity incentive plan or arrangement of TKO Group Holdings (other than promised awards described above), and any other interests or shares, as applicable, that may be issued or exercised. For the avoidance of doubt, this definition assumes no net settlement or other reduction in respect of withholding tax obligations in connection with the issuance, conversion, exercise, exchange or settlement of such rights or obligations to acquire interests of TKO Group Holdings as described in the foregoing.
- ☐ “NYSE” refers to the New York Stock Exchange.
- ☐ “TKO OpCo” refers to TKO Operating Company, LLC (f/k/a Zuffa Parent LLC), a Delaware limited liability company and our direct subsidiary.
- ☐ “TKO OpCo Units” refers to all of the existing equity interests in TKO OpCo.
- ☐ “Transactions” refer, collectively, to the transactions pursuant to the Transaction Agreement (defined below) pursuant to which: (i) WWE undertook certain internal restructuring steps; (ii) Whale Merger Sub Inc. (“Merger Sub”) merged with and into WWE (the “Merger”), with WWE surviving the Merger (the “Surviving Entity”) and becoming a direct wholly owned subsidiary of the Company; (iii) immediately following the Merger, the Company caused the Surviving Entity to be converted into a Delaware limited liability company (“WWE LLC”) and the Company became the sole managing member of WWE LLC (the “Conversion”); and (iv) following the Conversion, TKO Group Holdings, Inc. (x) contributed all of the equity interests of WWE LLC to TKO OpCo in exchange for 49% of the membership interests in TKO OpCo on a fully diluted basis, and (y) issued to Endeavor OpCo and certain of Endeavor’s other subsidiaries a number of shares of our Class B common stock representing, in the aggregate, approximately 51% of the total voting power of the Company’s stock on a fully-diluted basis, in exchange for a payment equal to the par value of such Class B common stock.
- ☐ “Transaction Agreement” refers to the transaction agreement, dated as of April 2, 2023, by and among Endeavor, Endeavor OpCo, TKO OpCo, WWE, the Company, and Merger Sub.
- ☐ “UFC” refers to the Ultimate Fighting Championship.
- ☐ “WWE” refers to World Wrestling Entertainment, Inc. (n/k/a World Wrestling Entertainment, LLC).
- ☐ “Zuffa” refers to Zuffa Parent, LLC (n/k/a TKO Operating Company, LLC or TKO OpCo).

RISK FACTOR SUMMARY

Our business is subject to numerous risks and uncertainties, including those described in Part I, Item 1A. "Risk Factors" in this Annual Report. You should carefully consider these risks and uncertainties when investing in our securities. Principal risks and uncertainties affecting our business include the following:

- ☐ our ability to generate revenue from discretionary and corporate spending on events, such as corporate sponsorships and advertising, is subject to many factors, including many that are beyond our control, such as general macroeconomic conditions;
- ☐ we depend on key relationships with television and cable networks, satellite providers, digital streaming partners and other distribution partners. Our failure to maintain, renew or replace key agreements, certain of which we anticipate negotiating soon, could adversely affect our ability to distribute our media content, WWE Network and/or other of our goods and services, which could adversely affect our operating results;
- ☐ we may not be able to adapt to or manage new content distribution platforms or changes in consumer behavior resulting from new technologies;
- ☐ because our success depends substantially on our ability to maintain a professional reputation, adverse publicity concerning us, or our key personnel could adversely affect our business;
- ☐ the markets in which we operate are highly competitive, rapidly changing and increasingly fragmented, both within the United States and internationally, and we may not be able to compete effectively, which could adversely affect our operating results;
- ☐ our failure to protect our IT Systems and Confidential Information against breakdowns, security breaches, and other cybersecurity risks could result in financial penalties, legal liability, and/or reputational harm, which would adversely affect our business, results of operations, and financial condition;
- ☐ we are subject to extensive U.S. and foreign governmental regulations, and our failure to comply with these regulations could adversely affect our business;
- ☐ we depend on the continued services of executive management and other key employees, and of our parent company, Endeavor. The loss or diminished performance of these individuals, or any diminished performance by Endeavor, could adversely affect our business;
- ☐ changes in public and consumer tastes and preferences and industry trends could reduce demand for our content offerings and adversely affect our business;
- ☐ owning and managing events for which we sell media and sponsorship rights, ticketing and hospitality exposes us to greater financial risk. Additionally, we may be prohibited from promoting and conducting our live events if we do not comply with applicable regulations. If our live events are not financially successful, our business could be adversely affected;
- ☐ unfavorable outcomes in legal proceedings may adversely affect our business and operating results;
- ☐ we have a substantial amount of indebtedness, which could adversely affect our business, and we cannot be certain that additional financing will be available on reasonable terms when required, or at all;
- ☐ we are a holding company whose principal assets are the TKO OpCo Units we hold in TKO OpCo and, accordingly, we are dependent upon distributions from TKO OpCo to pay taxes and other expenses;
- ☐ we are controlled by Endeavor. The interests of Endeavor may differ from the interests of other stockholders of TKO Group Holdings;
- ☐ an active trading market for our Class A common stock may not develop and you may not be able to sell your shares of Class A common stock;
- ☐ the market price of our Class A common stock may be volatile, and holders of our Class A common stock may be unable to resell their Class A common stock at or above their purchase price or at all;
- ☐ tax matters may cause significant variability in our financial results; and
- ☐ TKO OpCo may be required to pay additional taxes as a result of the partnership audit rules.

PART I

Item 1. Business

TKO Group Holdings is a premium sports and entertainment company that operates leading combat sport and sports entertainment brands. TKO owns and manages valuable sports and entertainment intellectual property, positioning the business in what we believe is one of the most attractive parts of the fast-growing global sports, media and entertainment ecosystem.

TKO was formed through the combination of UFC, a preeminent combat sports brand and a subsidiary of Endeavor Group Holdings, Inc. ("Endeavor"), a global sports and entertainment company, and WWE, a renowned sports entertainment business. The merger united two complementary sports and sports entertainment brands in a single company supported by Endeavor's capabilities in premium IP ownership, talent representation, live events and experiences.

We believe TKO's brands are well-positioned among sports, media and entertainment peers given their large, diverse and global fanbases. UFC is among the most popular sports organizations in the world. As of December 31, 2023, UFC has more than 700 million fans who skew young and diverse, as well as approximately 260 million social media followers, and broadcasts its content to over 900 million households across more than 170 countries. As of the same period, WWE, a leader in sports entertainment, has over 700 million fans and approximately 360 million social media followers. WWE counts nearly 100 million YouTube subscribers, making it one of the most viewed YouTube channels globally, and its year-round programming is available in over one billion households across approximately 160 countries. In total, our over 350 live events attract over two million attendees on an annual basis and serve as the foundation of our global content distribution strategy.

The popularity of our brands makes us attractive to media distribution and sponsorship partners. Across our portfolio, we have agreements with leading distributors, such as Disney's ESPN, ABC, NBCUniversal, FOX, BT Sport, Sony India, Rogers, and Foxtel, enabling UFC and WWE content to reach audiences across the globe. We have advertising and sponsorship agreements with a wide variety of leading brands including Anheuser-Busch, Procter & Gamble, General Motors, Monster Energy, Jose Cuervo, DraftKings, Toyo Tires, Slim Jim, Wendy's, and others across multiple categories. Our track record building our brands is driven by the quality and quantity of our program offerings and the favorable demographic profile of our core and growing fanbases.

We believe our brands are well positioned for the future of media. We have the flexibility to deliver our content across channels to meet our fans where they are consuming media. Our multichannel distribution model enables TKO to capitalize on increased competition for premium live sports rights and sports entertainment programming across digital and linear services. We believe that increasing consumer demand for sporting and live entertainment events, the expansion of our fan base and the value of live event premium rights will provide opportunities for future media rights renewals. We license our media rights under long term contracts to leading distributors globally. The contractual, recurring nature of our revenue base provides our business with good visibility into revenue growth, which supports further investment in our products and adjacent content reinforcing the value of our brands to our fans and partners.

Through our relationship with Endeavor, whose specialties include premium IP ownership, talent representation, live events and experiences, we gain direct access to the "Endeavor flywheel" which augments our capabilities across content creation, production and distribution, licensing, sponsorship, and event operations. We believe that we will be able to leverage the Endeavor flywheel to drive operational and cost synergies at the combined entity and to accelerate our revenue growth. Specifically, we believe there is opportunity to utilize Endeavor's broad relationships and knowledge of media rights markets through its subsidiary, IMG, to drive additional value creation across the brands' media rights portfolios and to support additional international rights expansion opportunities. We believe that Endeavor's On Location business will enhance our live events, and that close collaboration with Endeavor's experiential marketing team and IMG's global licensing sales force will help increase sponsorship, advertising, and consumer products relationships.

TKO operates across four principal activities: Media Rights and Content, Live Events, Sponsorship and Consumer Products Licensing, which are covered in greater detail in the “Overview of Revenue Sources” section of this document. A summary of our principal activities is presented in the table below:

Media Rights and Content	Select Distribution Channels and Partnerships 
Live Events	Marquee Events 
Sponsorship	Premier Sponsors 
Consumer Products Licensing	Select Partnerships 

Our management team has deep expertise in sports, media, and live events. Ariel Emanuel serves as CEO and Mark Shapiro serves as President and COO at TKO. They have decades of experience founding, acquiring, and scaling sports, media, and entertainment businesses, including UFC, which Endeavor acquired in 2016 and subsequently executed a strategy that drove substantial value creation for shareholders. Dana White serves as CEO of UFC and Nick Khan serves as President of WWE. Each brings deep, asset-level institutional and operational knowledge to our business. We believe our leadership team's proven track record of performance positions us to successfully execute organic and inorganic growth opportunities at TKO. We view this as a key competitive advantage within the dynamic sports, media, and entertainment landscape.

Overview of Revenue Sources

We distribute our content and monetize our intellectual property primarily through four principal activities: Media Rights and Content, Live Events, Sponsorships, and Consumer Products Licensing.

Media Rights and Content

We generate revenue from the licensing of our live events and original programming to domestic and international broadcasters and distributors that carry our programming on digital and linear channels and via pay-per-view (“PPV”). Original programming includes long and short form content, reality series and other filmed entertainment.

License agreements with broadcasters and distributors have various terms typically ranging from three to five years, although certain of our most significant agreements are longer and range from seven to ten years. We negotiate agreements with a renewal horizon that reflects the growing popularity of our programming. In 2019, UFC established a seven-year partnership with ESPN to become the exclusive broadcaster of UFC live events in the U.S., including PPV events. UFC's live events appear on Disney's ABC broadcast channel, ESPN, ESPN2, and ESPN+. We have also signed new international license agreements at UFC that have bolstered growth in audience reach and revenues. For WWE, media rights fees consist primarily of licensing revenues from the distribution of *Raw*, *SmackDown*, and *NXT*. WWE has entered partnerships with major distribution networks, such as Netflix, NBCUniversal/USA Network, and CW, to distribute content across the U.S. International distribution partners include SONY, Tencent, and Warner Bros. Discovery. As announced in January 2024, beginning January 2025, Netflix will be the exclusive global home to *Raw*. Additionally, beginning in January 2025 and as rights become available globally, distribution for all WWE content outside the U.S., including premium live events, will be on Netflix. The agreement has an initial 10-year term, with an option for Netflix to extend for an additional 10 years and to opt out after the initial five years.

In addition to the rights we sell to distributors, we offer direct-to-consumer streaming products that address consumer demand for premium, live and on-demand events. Our direct-to-consumer streaming products are UFC FIGHT PASS and WWE Network. These direct-to-consumer streaming products provide fans globally with access to live and video-on-demand events, as well as vast libraries of original content.

UFC FIGHT PASS enables UFC to deliver an expansive library of content directly to audiences in regions where it has an existing rights deal. UFC FIGHT PASS also allows UFC to distribute its content directly to audiences in markets where a direct customer relationship is economically favorable when compared to a third-party broadcast, digital or pay-per-view licensing deal. One such

example is Brazil, where UFC elected to take its content to fans directly via a fully localized version of UFC FIGHT PASS, recognizing that 96% of the Brazil fan base consumes UFC content through digital service offerings.

WWE Network enables WWE to provide an expansive library of archived content and non-live original content per year, including second runs of in-ring television programming, exclusive original programming, documentaries, reality shows, and specials. In March 2021, Peacock became the exclusive U.S. home to WWE Network in connection with a multi-year license agreement. WWE Network content is also licensed in certain international markets, including Sony in India, Foxtel in Australia and MultiChoice in Sub-Saharan Africa. A subscription-based WWE network continues to be available in some other international markets, such as the United Kingdom, Germany, and Japan. As mentioned previously, beginning in January 2025 and as rights become available globally, distribution for all WWE content outside the U.S., including premium live events, will be on Netflix.

Live Events

We deliver compelling, year-round live event experiences that showcase a talented roster of UFC athletes and WWE superstars in front of global audiences. Live events generate revenue through the sale of tickets, site fees, travel packages and VIP experiences.

Across UFC and WWE, TKO hosts over 350 annual live events throughout the year across multiple countries and marquee venues, such as New York's Madison Square Garden, London's O2 Arena, and Las Vegas's T-Mobile Arena. Our premium live events include tentpoles, such as UFC PPV, WrestleMania, and Royal Rumble, among others. These events regularly sell out. In 2023, UFC sold out 20 of a total of 43 events with live audiences, with ten setting arena records. In the same year, WrestleMania achieved a record attendance with 161,892 attendees over the course of the two-day event, and our Royal Rumble, Survivor Series, and SummerSlam events each recorded their highest grossing gate sales of all-time.

Sponsorship

TKO generates advertising and sponsorship revenue from the sale of in-venue and in-broadcast advertising assets, content product integration and digital impressions across both UFC and WWE. Advertising revenues are driven by original content on third-party social media platforms. With complete ownership and control over production, we believe our brands are compelling sports and entertainment properties for advertisers. We are able to create bespoke short-form content for partners and offer integration opportunities across existing programming.

We utilize a multitude of social media platforms to promote our brands, market and distribute our content, create community experiences among our fans, and generate advertising revenue. Our social media accounts and websites are consistently ranked among the most-viewed or engaged on various platforms. Across our portfolio of owned brand accounts, we boast approximately 260 million social media followers at UFC and approximately 360 million social media followers at WWE as of December 31, 2023. With nearly 100 million subscribers, WWE is the 12th most followed channel across all categories on YouTube.

Sponsorship revenues are generated from partners who promote their products utilizing the broad reach of TKO's premium brands. Our global salesforce has established sponsor relationships with major brands worldwide across a variety of industries. The unique but complementary nature of our brands will enable us to offer a differentiated sponsorship product to our partners, providing access to scaled promotion across our entire portfolio, as well as access to more targeted audiences within our brand portfolio, depending on the unique needs of our sponsorship partners. We continue to expand the categories and volume of our partnerships with major brands, such as Anheuser-Busch, Procter & Gamble, General Motors, Monster Energy, Jose Cuervo, DraftKings, Toyo Tires, Slim Jim, and Wendy's. We are also able to create new sponsorship assets and inventory, such as through the use of new technology, including UFC's high-definition LED Fight Clock and Fight Deck displays and WWE's innovative in-ring product activations, which provide additional, unique opportunities for our partners.

Consumer Products Licensing

TKO merchandises UFC and WWE across a diverse range of branded products, including video games, apparel, equipment, trading cards, memorabilia, digital goods, and toys. We partner with major global companies to sell branded merchandise through licensing arrangements and direct-to-consumer sales. Revenues principally consist of royalties and license fees related to branded products and sales of merchandise distributed at live events and through eCommerce platforms.

We have licensing partnerships with major retailers and brands worldwide. Video games and toys are among the largest components of our licensing programs. UFC has multi-year licensing agreements with EA Sports to produce and sell UFC branded console video games and with Fanatics to produce and sell event merchandise. Similarly, WWE has a multi-year licensing agreement with Take-Two Interactive Software, Inc. to produce and sell WWE branded console video games. WWE also has a multi-year licensing agreement with Mattel, Inc., its exclusive toy licensee, covering all global territories and, beginning July 2022, WWE launched an exclusive, multi-year partnership with Fanatics, Inc. that includes WWE Shop, a premier e-commerce and mobile destination. WWE also distributes its products through major retail holders such as Walmart, Target, GameStop, Barnes & Noble, Panini, Hot Topic, and ASDA Stores. Similarly, UFC maintains licensing partnerships with over 40 premium brands, including DraftKings, EA Sports, Project Rock by Under Armour, Timex, and Venum.

Industry Trends

Our business operates at the intersection of sports, live entertainment, and scripted content. We believe that these sectors offer compelling industry dynamics that will help support the continued growth of our brands.

Few forms of content can match the passion and dedication that live sports and entertainment events evoke. Sport and competition are foundational components of the shared human experience and are unique in their ability to unite people of all backgrounds. As a result, we believe the broader sports, media, and entertainment ecosystem is durable and resilient. These characteristics are reasons why premium live sports and entertainment properties are experiencing high demand and why the licensing of sports content has become increasingly important to both traditional linear platforms, as well as streaming services offered by media and technology companies or sponsors. Premium live sports and sports entertainment properties, including UFC and WWE, are experiencing a meaningful increase in value. This increase has been highlighted by the entry of major global technology companies into live sports and entertainment programming, such as Amazon's 11-year deal with the NFL for Thursday Night Football and Apple's 10-year agreement with the MLS. Based on Infiniti Research, Ltd.'s estimates, annual global sports media revenue is expected to grow from \$50 billion in 2022 to \$62 billion by 2025, representing an 8% compounded annual growth rate (CAGR). Infiniti Research, Ltd. also estimates that annual global live sports revenue will grow from \$60 billion in 2022 to \$74 billion in 2025.

Similar to linear and streaming companies, sponsors are increasing their spend on live sports and entertainment advertising to broadly reach target demographics and create powerful brand associations that can be formed by tapping into fan enthusiasm. Infiniti Research, Ltd. estimates that annual global sports sponsorship revenue will increase from \$67 billion in 2022 to \$87 billion in 2025, representing a 9% compounded annual growth rate.

In addition to increasing demand for live sports and entertainment programming, premium scripted content is also in high demand. According to Activate Consulting, media companies are projected to spend extensively on content in order to compete in an increasingly crowded landscape. Between 2020 and 2025, global content spend by traditional media companies (Disney, NBCUniversal, ViacomCBS) is expected to grow at a high single digit CAGR. Streaming platforms (Netflix, Amazon and Apple) are expected to increase their content spend to an even greater degree, with CAGRs reaching into the mid-20% range over the same timeframe. We believe that TKO programming possesses the best attributes of live sports and entertainment as well as scripted content, and therefore we believe it will benefit from the tailwinds across scripted content, live sports, and entertainment.

Social media and internet platforms have allowed for greater and stronger connection and engagement between fans, athletes, and professional sports organizations. We have capitalized on these new platforms by creating a scaled and embedded distribution channel consisting of approximately 260 million social media followers at UFC and approximately 360 million social media followers at WWE. Through our social media following, we build direct relationships with fans, enabling us to promote upcoming events, distribute short-form content, and grow and monetize our brands. As consumption habits and distribution channels evolve, we believe our direct relationship with consumers on social media will enable us to drive continued engagement with our product across a multitude of distribution channels, including linear, digital, subscription video on demand, and advertising video on demand platforms, thereby enhancing the value we deliver to distribution partners globally.

Technology and product innovation have enhanced the value of sports content. The connected sports model has transformed live sports from a "game day" product to a 365-day experience. The sports ecosystem has expanded to include video games, non-live (exclusive content), augmented reality and virtual reality, digital ticketing and loyalty rewards platforms, interactive analytics, sports betting, fitness technology, e-commerce, and merchandising, giving consumers a wide variety of new touchpoints. We utilize each of these new technologies and market opportunities to increase engagement and support the strength of the UFC and WWE brands.

Growth Vectors

We believe TKO is well-positioned to benefit from secular tailwinds in both sports, media and entertainment. Live sports and sports entertainment remain important for both traditional linear platform providers as well as streamers and technology entrants. As a result, the value of media rights for unique assets, such as UFC and WWE, have appreciated consistently. We anticipate realizing growth in media rights content agreements upon contract renewals that materialize over the coming years, reflecting the increased value of our premium content to linear and streaming channels, as well as the broader trend of premium live sports and entertainment content rights generally increasing in value across renewal cycles. We believe we can generate more content in various formats to acquire and engage new and existing fans, generate license fees from distribution partners, and drive increased adoption of our direct-to-consumer offerings, UFC FIGHT PASS and WWE Network. TKO drives economic benefits to the cities that host WWE and UFC events, which we believe will lead to growth in site fees as jurisdictions vie to bring premium events to their market. For example, WrestleMania in April 2023 generated \$215 million in economic impact for the Los Angeles region, UFC 290's International Fight Week 2023 in Las Vegas generated over \$99 million in economic impact in July 2023 and UFC 284 in Perth, Australia generated over \$29 million in February 2023.

International

As of December 31, 2023, approximately 93% of UFC and WWE fans are from international markets. We see a significant opportunity to further monetize and grow in existing international markets through traditional distribution partnerships, direct-to-consumer offerings, live events, and sponsorship partnerships.

In addition to further monetizing our existing international markets, we are also focused on the international expansion of our content and programming distribution, with efforts across Europe, Asia Pacific and the Middle East offering significant growth potential. We believe our success to date through our live events, extensive international distribution infrastructure, and international talent demonstrates our ability to sustain future international growth of our brands. UFC content reaches over 975 million households across 50 broadcast partners in over 50 languages in more than 170 countries.

Live Events

We believe we can grow Live Events revenue by increasing ticket sales, expanding premium VIP offerings to drive higher per event revenues, and utilizing our IP to drive monetization across events. Compelling, live and original content is at the core of TKO, driving brand strength and fan engagement.

Through our partnership with Endeavor's On Location business, which curates premium live event experiences, we plan to bring sports and lifestyle events even closer to consumers. Events such as UFC X, which include open workouts, interactive attendee experiences, meet and greets, concerts and parties, and athlete panels, are opportunities to drive growth in site fees as the sport continues to gain in popularity and attract a young and diverse fan base in large cities and countries throughout the world.

We have successfully held UFC events in more than 150 cities internationally, most recently in 2023, selling out arenas in Abu Dhabi, London, Perth, and Paris. 2023 was also a successful year for WWE internationally. We produced 23 international WWE events, including Money in the Bank in London, WWE Superstar Spectacle in India, and two events produced through our partnership with the General Entertainment Authority of the Kingdom of Saudi Arabia.

Moreover, live events have the potential to drive significant economic output for host cities from new job creation, salaries and wages, taxes, and other economic activity. Consequently, as the popularity of TKO live events grows, we expect to have a greater ability to secure site fees from local governments or tourism organizations in certain jurisdictions.

Sponsorships

TKO is also distinguished by the attractive fan demographics of its brands. The multicultural foundation of the fighting styles incorporated in MMA and the ubiquitous nature of wrestling resonates with audiences from diverse cultural and demographic backgrounds all over the world. As of December 31, 2023, we estimate that the fan bases of UFC and WWE are approximately 36% and 31% female, respectively. UFC and WWE fans also skew younger on average than those of traditional U.S. sports leagues with a median age of 37 years old and 35 years old, respectively, compared to a range of 39 to 46 years old for the latter.

We believe our brands' differentiated fanbases make TKO a valued partner for sponsors looking to access this attractive demographic. In January 2024, we combined the UFC and WWE global partnership teams into one unit, which will provide brands with access to one of the most formidable sports marketing portfolios in the world. We expect to increase product activations across platforms and formats, expand and monetize additional staple sponsorship categories, provide additional inventory and assets through innovative new sponsorship offerings, and improve sell-through, particularly in international markets. As such, we anticipate the acceleration of brand and talent placement across sponsorships, as well as greater cross-selling opportunities with our product licensing partners, thus driving incremental revenue from new on-screen graphics assets.

Consumer Products

Product licensing and merchandising is a growing category for TKO. We believe there is an opportunity to continue to scale our consumer products division through opportunities in many product categories, including apparel, casual games, online betting platforms, and location-based entertainment, in addition to expanding direct-to-retail channels in the U.S. and globally.

As such, we continually seek exclusive, multi-year partnerships with leading organizations to develop new products and further expand our licensing business. For example, UFC's partnership with EA Sports and WWE's partnership with Take-Two Interactive Software allows us to remain agile as content can be updated for new characters, game modes, and story plots for enhanced game play. Additionally, both UFC and WWE have exclusive, multi-year partnerships with Fanatics, Inc. across a variety of product categories.

Structural Advantages

Based on our organizational structure, we believe we are well-positioned to effectively and efficiently navigate the rapidly evolving sports, media and entertainment landscape relative to other sports, media and entertainment offerings. UFC and WWE's governance structures do not involve a franchise system with multiple owner-operators as is common in team sports. Importantly, UFC

does not rely on an independent promoters network as found in other combat sports. These structural advantages allow UFC and WWE to make decisions unilaterally and to react swiftly and nimbly to changes in consumption habits and fan preferences and to address customer needs. We also have autonomy and oversight over our content production and intellectual property, including domestic and international media rights, which we believe enables us to optimize distribution and production quality.

Unlike traditional sports leagues, we are not constrained by a seasonal format and host live events year-round. In the year ended December 31, 2023, UFC and WWE hosted over 350 live events in locations across the world. We maintain the flexibility to scale the number of events hosted each year to meet consumer demand. We also determine the location of each event, which helps us acquire new fans across geographies globally and expand our brand reach.

Competition

The entertainment industry is highly competitive and subject to fluctuations in popularity, which are not easy to predict. For our live event and media content audiences, we face competition from professional and college sports (including other MMA promotions), scripted wrestling promotions, other live, filmed, televised, and streamed entertainment, as well as other leisure activities. We continue to face increased competition from websites, mobile and other internet-connected apps delivering paid and free content as streamed media offerings continue to expand. For purchases of our merchandise, we compete with entertainment companies, professional and college sports leagues, and other makers of branded apparel and merchandise. In addition, our brands compete respectively for talent with other live combat sports and sports entertainment platforms, and work to develop and discover emerging talent.

Talent Discovery and Development

UFC Athletes

Essential to the success of UFC and the sport of MMA is the ability to discover and promote athletes globally. UFC athletes are independent contractors. As of December 31, 2023, there were approximately 650 UFC athletes from more than 70 countries, of which approximately 20% were female.

UFC discovers new athletes via multiple methods, including staging talent discovery shows such as *The Ultimate Fighter*, *Lookin' for a Fight*, Dana White's Contender Series, and *Road to UFC*. UFC also discovers and evaluates talent through its UFC Academy in Asia, which provides younger MMA athletes a platform to develop their skills and abilities while competing in local promotions ahead of a potential career in UFC.

To advance the sport of MMA, UFC established the UFC Performance Institutes, which are designed to accelerate knowledge and understanding of MMA by delivering interdisciplinary services, evidence-based science, sports medicine, innovation, and technology, while sharing best practices for performance optimization with athletes and coaches around the world. The first 30,000+ square-foot Performance Institute opened in Las Vegas in 2017. The second location opened in 2019 in Shanghai. A third location opened in Mexico City in February 2024.

WWE Superstars

The success of WWE is due primarily to the continuing popularity of its Superstars. WWE Superstars are independent contractors. As of December 31, 2023, there were approximately 230 WWE Superstars under contract from more than 25 countries, of which approximately 35% were female. Contracts for WWE Superstars range from multi-year guaranteed contracts with established Superstars to developmental contracts with our Superstars in training.

WWE's talent development system, including the *NXT* division, has produced over 90% of WWE's current active main roster stars, such as Roman Reigns, Bianca Belair, Sami Zayn, Becky Lynch, Austin Theory, and Liv Morgan. *NXT* has evolved into WWE's third brand after *Raw* and *SmackDown* and has transitioned into a weekly live television series. More than 20% of WWE's developmental talent come from countries outside the U.S., including the United Kingdom, China, India, Japan, Australia, Mexico, Brazil, and Nigeria. Women comprise over 35% of WWE's developmental talent. *NXT* talent train at the WWE Performance Center, which was designed to cultivate the next generation of talent and has become the center of WWE's talent development program.

In 2021, WWE launched a major comprehensive recruiting initiative for in-ring competitors called Next In Line ("NIL"). This program serves to recruit and develop potential future Superstars, and further enhances WWE's talent development process through collaborative partnerships with select athletes from diverse athletic backgrounds. The program has signed 60 full-time college athletes since its inception and currently has seven active athletes following the graduation of 22 members from the program. In addition to the U.S., the class includes representatives from a myriad of countries, including Canada and Nigeria. These athlete partnerships will feature access to the WWE Performance Center, in addition to resources across the organization, including brand building, media training, communications, live event promotion, creative writing, and community relations. Upon completion of the NIL program, select athletes may be offered a WWE contract.

Intellectual Property and Other Proprietary Rights

We consider intellectual property to be very important to the operation of our business and to driving growth in our revenues, particularly with respect to sponsorships, licensing rights, and media distribution agreements. Our intellectual property includes the “UFC” and “WWE” brands and other trademarks and copyrights associated with us and our events, and the rights to use the intellectual property of our commercial partners. Substantially all of our intellectual property and owned assets that we create or acquire associated with our content and events are protected by trademarks and copyrights, whether registered or unregistered.

Human Capital Resources

General

We believe the strength of our workforce is critical to our long-term success. Our human capital management objectives include attracting, retaining, and developing high performing and diverse talent.

As of December 31, 2023, we had approximately 1,250 employees in 12 countries. We have invested and focused extensively on the training and development of our employees, from both a personnel and technology perspective. We believe that our relations with our employees are good.

Talent Development

We recognize nurturing talent and embracing the constant evolution that leadership requires is crucial to our success. We have invested in learning and development opportunities that strengthen the role of leaders, as well as offer all employees opportunities for professional growth and skill development through access to a broad range of learning solutions on varying industry topics.

Diversity and Inclusion

We strive to create a work environment that is reflective of our fanbase and the diverse communities in which we work. We recognize diversity, equity, and inclusion (DE&I) is intrinsically linked to business success and have taken part in efforts to ensure our global workforce is more representative of our communities. We launched and/or expanded on the following initiatives in 2023:

- ☐ Conducted Self-ID campaigns in the U.S. and U.K., allowing for current and new employees to voluntarily self-identify based on race/ethnicity, gender-identity (inclusive of transgender identification), sexual orientation and more;
- ☐ Provided training and developmental opportunities to employees, such as the UFC Mentorship Program, in which we encouraged participation by diverse and female employees, as well as sending a delegation of female UFC employees to the Women’s Leadership Conference held in Las Vegas in September of 2023; and
- ☐ Conducted training sessions with various teams to educate employees on the importance of promoting and respecting diversity, equity and inclusion in the workplace.

Regulation and Legislation

We are subject to federal, state and local laws, both domestically and internationally, and at the state level by athletic commissions, governing matters such as:

- ☐ licensing laws for athletes;
- ☐ operation of our venues;
- ☐ licensing, permitting, and zoning;
- ☐ health, safety, and sanitation requirements;
- ☐ the service of food and alcoholic beverages;
- ☐ working conditions, labor, minimum wage and hour, citizenship, immigration, visas, harassment and discrimination, and other labor and employment laws and regulations;
- ☐ compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”);
- ☐ the U.K. Bribery Act 2010 (the “Bribery Act”) and similar regulations in other countries, as described in more detail below;
- ☐ antitrust and fair competition;
- ☐ data privacy and information security;
- ☐ marketing activities;
- ☐ environmental protection regulations;

- ☐ imposition by foreign countries of trade restrictions, restrictions on the manner in which content is currently licensed and distributed, ownership restrictions, or currency exchange controls;
- ☐ licensure and other regulatory requirements for the supply of sports betting data and software to gambling operators;
- ☐ licensing laws for the promotion and operation of MMA events; and
- ☐ government regulation of the entertainment and sports industry.

We monitor changes in these laws and believe that we are in material compliance with applicable laws. See “Risk Factors—Risks Related to Our Business—We are subject to extensive U.S. and foreign governmental regulations, and our failure to comply with these regulations could adversely affect our business.”

Many of the events produced or promoted by us are presented in venues which are subject to building and health codes and fire regulations imposed by the state and local governments in the jurisdictions in which the venues are located. These venues are also subject to zoning and outdoor advertising regulations and require a number of licenses in order for us to operate, including occupancy permits, exhibition licenses, food and beverage permits, liquor licenses, and other authorizations. In addition, these venues are subject to the U.S. Americans with Disabilities Act of 1990 and the U.K.’s Disability Discrimination Act 1995, which require us to maintain certain accessibility features at each of the facilities.

In various states in the United States and some foreign jurisdictions, we are required to obtain licenses for promoters, medical clearances and other permits or licenses for our athletes, and permits for our live events in order to promote and conduct those events. Generally, we or our employees hold promoters and matchmakers licenses to organize and hold our live events. We or our employees hold these licenses in a number of states, including California, Nevada, New Jersey and New York.

We are required to comply with the anti-corruption laws of the countries in which we operate, including the FCPA and the Bribery Act. These regulations make it illegal for us to pay, promise to pay, or receive money or anything of value to, or from, any government or foreign public official for the purpose of directly or indirectly obtaining or retaining business. This ban on illegal payments and bribes also applies to agents or intermediaries who use funds for purposes prohibited by the statute.

Our business is also subject to certain regulations applicable to our web sites and mobile applications. We maintain various web sites and mobile applications that provide information and content regarding our business and offer merchandise and tickets for sale. The operation of these web sites and applications may be subject to a range of federal, state and local laws.

The marketplace for audio-visual programming (including cable television and internet programming) in the United States and internationally is substantially affected by government regulations applicable to, as well as social and political influences on, television stations, television networks and cable and satellite television systems and channels. Certain FCC regulations are imposed directly on us and/or indirectly through our distributors.

Gaming laws in the jurisdictions in which we operate are established by statute and are administered by regulatory agencies with broad authority to interpret gaming laws, to promulgate gaming regulations, and to regulate gaming activities. Regulatory requirements vary among jurisdictions, but a number of jurisdictions in which we operate require licenses, permits, or findings of suitability for us, our individual officers, directors, major stockholders and key employees. Regulatory agencies from time to time may modify their interpretation of gaming laws and regulations and the regulatory requirements imposed on operators under such laws and regulations. We believe we hold all of the licenses and permits necessary to conduct our business in this space.

Available Information and Website Disclosure

We are required to file annual, quarterly and current reports, proxy statements and other information with the SEC. Our filings with the SEC are also available to the public through the SEC’s website at www.sec.gov.

You also can find more information about us online at our investor relations website located at investor.tkogrp.com. Filings we make with the SEC and any amendments to those reports are available free of charge on our website as soon as reasonably practicable after we electronically file such material with the SEC. The information posted on or accessible through our website is not incorporated into this Annual Report.

Investors and others should note that we announce material financial and operational information to our investors using press releases, SEC filings and public conference calls and webcasts, and by postings on our investor relations site at investor.tkogrp.com. We may also use our website as a distribution channel of material Company information. In addition, you may automatically receive email alerts and other information about TKO, UFC and WWE when you enroll your email address by visiting the “Investor Email Alerts” option under the Resources tab on investor.tkogrp.com.

Item 1A. Risk Factors

Investing in our Class A common stock involves substantial risks. You should carefully consider the following factors, together with all of the other information included in this Annual Report on Form 10-K, including under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the related notes included elsewhere in this Annual Report on Form 10-K before investing in our Class A common stock. Any of the risk factors we describe below could adversely affect our business, financial condition or results of operations. The market price of our Class A common stock could decline if one or more of these risks or uncertainties develop into actual events, causing you to lose all or part of your investment. We cannot assure you that any of the events discussed below will not occur. Please also see "Forward-Looking Statements" for more information.

Risks Related to Our Business

Our ability to generate revenue from discretionary and corporate spending on events, such as corporate sponsorships and advertising, is subject to many factors, including many that are beyond our control, such as general macroeconomic conditions.

Our business depends on discretionary consumer and corporate spending. Many factors related to corporate spending and discretionary consumer spending, including economic conditions affecting disposable consumer income such as unemployment levels, fuel prices, interest rates, changes in tax rates, tax laws that impact companies or individuals, and inflation, can significantly impact our operating results. While consumer and corporate spending may decline at any time for reasons beyond our control, the risks associated with our businesses become more acute in periods of a slowing economy or recession, which may be accompanied by reductions in corporate sponsorship and advertising, decreases in attendance at live events, and purchases of pay-per-view ("PPV"), among other things. There can be no assurance that consumer and corporate spending will not be adversely impacted by current economic and geopolitical conditions, or by any future deterioration in economic conditions, thereby possibly impacting our operating results and growth. A prolonged period of reduced consumer or corporate spending, such as those that occurred during the COVID-19 pandemic, could have an adverse effect on our business, financial condition, and results of operations.

We depend on key relationships with television and cable networks, satellite providers, digital streaming partners and other distribution partners. Our failure to maintain, renew or replace key agreements could adversely affect our ability to distribute our media content, WWE Network and/or other of our goods and services, which could adversely affect our operating results.

A key component of our success is our relationships with television and cable networks, satellite providers, digital streaming and other distribution partners, as well as corporate sponsors. We are dependent on maintaining these existing relationships and expanding upon them so that we have a robust network with which we can work to arrange multimedia rights sales and sponsorship engagements, including distribution of our events and media content. Our television programming for our events is distributed by television and cable networks, satellite providers, PPV, digital streaming, and other media. We have depended on, and will continue to depend on, third parties for many aspects of the operations and distribution of WWE Network. We have an important relationship with ESPN as they are the exclusive domestic distributor of all UFC events. Because a large portion of our revenues are generated, directly and indirectly, from the distribution of our events, any failure to maintain or renew arrangements with distributors and platforms, the failure of distributors or platforms to continue to provide services to us, or the failure to enter into new distribution opportunities on terms favorable to us could adversely affect our business. We regularly engage in negotiations relating to substantial agreements covering the distribution of our television programming by carriers located in the United States and abroad. We have agreements with multiple PPV providers globally and distribute a portion of our events through PPV, including certain events that are sold exclusively through PPV. We have substantial relationships with NBCU, which carries *Raw* and *NXT* through its cable networks. WWE Network is distributed exclusively via Peacock in the domestic market. Fox Network currently carries *SmackDown*, which will move to NBCU's USA Network beginning October 2024. NBCU currently carries *Raw*, however, our agreement with NBCU to carry *Raw* in the U.S. expires at the end of September 2024. These relationships are expected to continue to constitute a significant percentage of our revenues. We anticipate that we will be involved in negotiations to renew or replace our domestic television distribution rights agreements for UFC content and WWE Network with our current licensee or others before their expiration in December 2025 and March 2026, respectively. We also intend to renew our license or find an alternate provider to carry *Raw* in the U.S. for the 90-day period from October 1, 2024 through December 31, 2024 before it moves to Netflix as described below. These domestic licenses together account for a very significant portion of our media segment revenues and profitability. No assurances can be provided as to the outcome of these negotiations and, if we are unable to renew existing agreements or find alternative streaming or distribution partners, our results of operations could be adversely impacted. As announced in January 2024, beginning January 2025, Netflix will be the exclusive global home to *Raw*. Additionally, beginning in January 2025 and as rights become available globally, distribution for all WWE content outside the U.S., including premium live events, will be on Netflix. Our agreement has an initial 10-year term, with an option for Netflix to extend for an additional 10 years and to opt out after the initial five years. Our failure to maintain the Netflix agreement, including through Netflix exercising its opt-out rights, could adversely affect our ability to distribute WWE content, which could adversely affect our operating results.

There is also no guarantee that the growth in value of sports media licensing rights in the recent years will continue or can be maintained or that the current value of our sports media licensing rights will not diminish over time. Any adverse change in these relationships or agreements, including as a result of U.S., European Union and United Kingdom trade and economic sanctions and any

counter-sanctions enacted by such sanctioned countries (e.g., Russia), or a deterioration in the perceived value of our sponsorships or these distribution channels, could have an adverse effect on our business, financial condition and results of operations.

We may not be able to adapt to or manage new content distribution platforms or changes in consumer behavior resulting from new technologies.

The manner in which audio/media content is distributed and viewed is constantly changing, and consumers have increasing options to access entertainment video. Changes in technology require resources including personnel, capital and operating expenses. Conversely, technology changes have also decreased the cost of video production and distribution for certain programmers (such as through social media), which lowers the barriers to entry and increases the competition for viewership and revenues. We must successfully adapt to and manage technological advances in our industry, including the emergence of alternative distribution platforms. If we are unable to adopt or are late in adopting technological changes and innovations, it may lead to a loss of consumers viewing our content, a reduction in revenues from attendance at our live events, a loss of ticket sales, or lower site fee revenue. Our ability to effectively generate revenue from new content distribution platforms and viewing technologies will affect our ability to maintain and grow our business. Emerging forms of content distribution may provide different economic models and compete with current distribution methods (such as television, film, and PPV) in ways that are not entirely predictable, which could reduce consumer demand for our content offerings.

We must also adapt to changing consumer behavior driven by advances that allow for time shifting and on-demand viewing, such as digital video recorders and video-on-demand, as well as internet-based and broadband content delivery and mobile devices. Cable and broadcast television distribution constitutes a large part of our revenues. The number of subscribers and ratings of television networks and advertising revenues in general have been impacted by viewers moving to alternative media content providers, a process known as "cord cutting" and "cord shaving". Developments in technology may have added, and may continue to add, to this shift as consumers' expectations relative to the availability of video content on demand, their willingness to pay to access content and their tolerance for commercial interruptions evolve. Many well-funded digital companies (such as Amazon, Apple, Facebook, Hulu, Netflix and YouTube) have been competing with the traditional television business model and, while it has been widely reported that they are paying significant amounts for media content, it is not clear that these digital distributors will replace the importance (in terms of money paid for content, viewer penetration and other factors) of television distribution to media content owners such as WWE and UFC. Our media partners' businesses are affected by their sale of advertising and subscriptions for their services. If they are unable to sell advertising and/or subscriptions either with regard to WWE and UFC programming specifically or all of their programming generally, it could adversely affect our operating results. If we fail to adapt our distribution methods and content to emerging technologies and new distribution platforms, while also effectively preventing digital piracy and the dilution of the value of our content resulting from the creation of similar or fake content on artificial intelligence applications, our ability to generate revenue from our targeted audiences may decline and could result in an adverse effect on our business, financial condition, and results of operations.

Because our success depends substantially on our ability to maintain a professional reputation, adverse publicity concerning us, or our key personnel could adversely affect our business.

Our professional reputation is essential to our continued success and any decrease in the quality of our reputation could impair our ability to, among other things, recruit and retain qualified and experienced personnel, or enter into multimedia, licensing, and sponsorship engagements. Our overall reputation may be negatively impacted by a number of factors, including negative publicity concerning Endeavor or us, members of our or Endeavor's management or other key personnel or the athletes that participate in our events. Many athletes that participate in our events are public personalities with large social media followings whose actions generate significant publicity and public interest. Any adverse publicity relating to such individuals or individuals that we employ or previously employed or have a contractual relationship with, or that otherwise occur at our locations or events, including from reported or actual incidents or allegations of illegal or improper conduct, such as harassment, discrimination, or other misconduct, have resulted and may in the future result in significant media attention, even if not directly relating to or involving us, and could have a negative impact on our professional reputation. This could result in termination of media rights agreements, licensing, sponsorship or other contractual relationships, or our ability to attract new sponsorship or other business relationships, or the loss or termination of such employees' or contractors' services, all of which could adversely affect our business, financial condition, and results of operations.

The markets in which we operate are highly competitive, rapidly changing and increasingly fragmented, both within the United States and internationally, and we may not be able to compete effectively, which could adversely affect our operating results.

We face competition from a variety of other domestic and foreign companies. We also face competition from alternative providers of the content and events that we offer. For UFC, these providers include, but are not limited to, Bellator, M-1 Global, Professional Fighters League, Combate Global, Invicta FC, Cage Warriors, AMC Fight Nights, ONE Championship, Rizin Fighting Federation, Absolute Championship Akhmat, Pancrase, Caged Steel, Eagle Fighting Championship, KSW and Extreme Fighting Championship. For WWE, these providers include, but are not limited to, All Elite Wrestling, Impact Wrestling, Ring of Honor and New Japan Pro-Wrestling. Additionally, competition exists from other forms of media, entertainment and leisure activities in a rapidly changing and increasingly fragmented environment. Other new and existing professional wrestling leagues also compete with our goods and services. For the sale of our consumer products, we compete with entertainment companies, professional and college sports leagues and other makers of branded apparel and merchandise. Any increased competition, which may not be foreseeable, or our failure to adequately

address any competitive factors, could result in reduced demand for our content, live events, or brand, which could have an adverse effect on our business, financial condition, and results of operations.

We depend on the continued services of executive management and other key employees, and of our parent company, Endeavor. The loss or diminished performance of these individuals, or any diminished performance by Endeavor, could adversely affect our business.

Our performance is substantially dependent on the continued services of executive management and other key employees as well as our relationship with our parent company, Endeavor, with whom we have various service agreements. We cannot be sure that any adverse effect on Endeavor's business would not also have an adverse effect on our business, financial condition, and results of operations. Further, members of our or Endeavor's executive management may not remain with Endeavor or us and may compete with us in the future. The loss of any member of our or Endeavor's executive management teams could impair our ability to execute our business plan and growth strategy, have a negative impact on our business, financial condition, and results of operations, or cause employee morale problems or the loss of additional key employees.

Changes in public and consumer tastes and preferences and industry trends could reduce demand for our content offerings and adversely affect our business.

Our ability to generate revenues is highly sensitive to rapidly changing consumer preferences and industry trends, as well as the popularity of our brand, events, and the athletes that participate in our events. Our success depends on our ability to offer premium content through popular channels of distribution that meet the changing preferences of the broad consumer market and respond to competition from an expanding array of choices facilitated by technological developments in the delivery of content. Our operations and revenues are affected by consumer tastes and entertainment trends, including the market demand for the distribution rights to live events, which are unpredictable and may be affected by factors such as changes in the social and political climate, global epidemics such as the COVID-19 pandemic or general macroeconomic factors. Changes in consumers' tastes or a change in the perceptions of our brand and business partners, whether as a result of the social and political climate or otherwise, could adversely affect our operating results. Our failure to avoid a negative perception among consumers, or anticipate and respond to changes in consumer preferences, could result in reduced demand for our events and content offerings, which could have an adverse effect on our business, financial condition and results of operations.

Consumer tastes change frequently, and it can be challenging to anticipate what offerings will be successful at any point in time. We may invest in our content and events before learning the extent to which we will achieve popularity with consumers. A lack of popularity of our content offerings, as well as labor disputes, unavailability of a star athlete, cost overruns, disputes with production teams, or severe weather conditions, could have an adverse effect on our business, financial condition and results of operations.

Owning and managing events for which we sell media and sponsorship rights, ticketing and hospitality exposes us to greater financial risk. Additionally, we may be prohibited from promoting and conducting our live events if we do not comply with applicable regulations. If our live events are not financially successful, our business could be adversely affected.

We act as a principal by owning and managing live events for which we sell media and sponsorship rights, ticketing and hospitality. Organizing and operating a live event involves significant financial risk as we bear all or most event costs, including a significant amount of up-front costs. In addition, we typically book our live events many months in advance of holding the event and often incur expenses prior to receiving any related revenue. Accordingly, if a planned event fails to occur or there is any disruption in our ability to live stream or otherwise distribute, whether as a result of technical difficulties or otherwise, we could lose a substantial amount of these costs, fail to generate the anticipated revenue, and could be forced to issue refunds for ticket or PPV sales and generate lower than expected media rights, sponsorship and licensing fees. If we are forced to postpone a planned event, we could incur substantial additional costs in order to stage the event on a new date, may have reduced attendance and revenue, and may have to refund fees. We could be compelled to cancel or postpone all or part of an event for many reasons, including severe weather conditions, issues with obtaining permits or government regulation, athletes failing to participate, as well as operational challenges caused by extraordinary incidents, such as terrorist or other security incidents, mass-casualty incidents, natural disasters, public health concerns including pandemics, or similar events. Such incidents have been shown to cause a nationwide and global disruption of commercial and leisure activities.

In some United States and foreign jurisdictions, athletic commissions and other applicable regulatory agencies require us to obtain licenses for promoters, medical clearances and/or other permits or licenses for performers and/or permits for events in order for us to promote and conduct our live events. Foreign jurisdictions require visas for personnel and talent at international live events. In international markets, third-party promoters generally oversee permitting and regulatory matters. In the event that we fail to comply with the regulations of a particular jurisdiction, whether through our acts or omissions or those of our third-party promoters, we may be prohibited from promoting and conducting our live events in that jurisdiction. The inability to present our live events in jurisdiction(s), in addition to the lost revenues and expenses of the missed event(s), could lead to a decline in various revenue streams in such jurisdiction(s).

We often have cancellation insurance policies in place to cover a portion of our losses if we are compelled to cancel an event, but our coverage may not be sufficient, may no longer cover a pandemic and is subject to deductibles. If the live events that we own and manage are not financially successful, we could suffer an adverse effect on our business, financial condition and results of operations.

Our business and operating results may be affected by the outcome of pending and future litigation, investigations, claims and other disputes.

Our results may be affected by the outcome of pending and future litigation, investigations, claims and other disputes. Unfavorable rulings in our legal proceedings could result in material liability to us or have a negative impact on our reputation or relations with our employees or third parties. The outcome of litigation, including class action lawsuits, is difficult to assess or quantify. Plaintiffs in class action lawsuits may seek recovery of very large or indeterminate amounts and the magnitude of the potential loss relating to such lawsuits may remain unknown for substantial periods of time. Zuffa is currently named as a defendant in multiple class-action lawsuits alleging that we violated Section 2 of the Sherman Act by monopsonizing an alleged market for the services of elite professional MMA athletes. The fighter plaintiffs claim that Zuffa's alleged conduct injured them by artificially depressing the compensation they received for their services, and they seek treble damages under the antitrust laws, as well as attorneys' fees and costs, and, in some instances, injunctive relief. On August 9, 2023, the lawsuit encompassing the period from December 16, 2010 to June 30, 2017 was certified as a class action. The court has set a trial date of April 15, 2024 for this case. An amended complaint in another lawsuit covering the period from July 1, 2017 to the present was recently filed. The defendants in that case are Zuffa, Endeavor and TKO OpCo. Discovery recently opened and will continue at least through mid-2025. If we are unable to resolve these or other matters favorably, our business, operating results, and our financial condition may be adversely affected.

In addition, we are currently, and from time to time in the future may be, subject to various other claims, investigations, legal and administrative cases and proceedings (whether civil or criminal), or lawsuits by governmental agencies or private parties. In addition, allegations against or improper conduct by current or former employees, contractors or partners could damage our reputation and/or lead to litigation or legal proceedings that could result in civil or criminal penalties, including substantial monetary fines. If the results of these claims, allegations, investigations, proceedings, or suits are unfavorable to us or if we are unable to successfully defend against third-party lawsuits, we may be required to pay monetary damages or may be subject to fines, penalties, injunctions, or other censure that could have an adverse effect on our business, financial condition, and results of operations. Even if we adequately address the issues raised by an investigation or proceeding or successfully defend a third-party lawsuit or counterclaim, we may have to devote significant financial and management resources to address these issues, which could have an adverse effect on our business, results of operations, and financial condition. In addition, publicity from these matters could negatively impact our business, reputation and competitive position and reduce investor demand for our Class A common stock and negatively impact the trading price of such stock.

The special committee of independent members of WWE's Board of Directors' investigation into allegations of misconduct by Mr. McMahon, and any further allegations, claims or investigations may have an adverse financial and operational impact on our business performance.

On June 17, 2022, WWE and its then Board of Directors announced that a special committee of independent members of its Board of Directors (the "Special Committee") was formed to investigate alleged misconduct by WWE's then-Chief Executive Officer, Vincent K. McMahon. On July 22, 2022, Mr. McMahon resigned from all positions held with WWE but remained a stockholder with a controlling interest. On January 9, 2023, WWE's Board of Directors elected Mr. McMahon as Executive Chairman thereto, and Mr. McMahon subsequently returned to WWE.

On July 25, 2022, based on the findings of the Special Committee investigation, WWE announced that it had determined that certain payments that Mr. McMahon agreed to make during the period from 2006 through 2022 (including amounts paid and payable in the future totaling \$14.6 million) were not appropriately recorded as expenses in WWE's consolidated financial statements. WWE subsequently identified two additional payments totaling \$5.0 million unrelated to the alleged misconduct by Mr. McMahon that led to the Special Committee investigation, that Mr. McMahon made in 2007 and 2009 that were not appropriately recorded as expenses in the WWE's consolidated financial statements. Together, these unrecorded expenses total \$19.6 million (the "Unrecorded Expenses"). All payments underlying the Unrecorded Expenses have been or will be paid by Mr. McMahon personally. WWE determined that, while the amount of Unrecorded Expenses was not material in any individual period in which the Unrecorded Expenses arose, the aggregate amount of Unrecorded Expenses would be material if recorded entirely when identified in the second quarter of 2022. Accordingly, WWE revised its previously issued financial statements to record the Unrecorded Expenses in the applicable periods for the years ended December 31, 2019, 2020 and 2021, as well as the first quarter of 2021 and 2022. In light of the Unrecorded Expenses and related facts, WWE concluded that its internal control over financial reporting was not effective as a result of one or more material weaknesses. Although the Special Committee investigation was completed and, in January 2024, Mr. McMahon resigned from his position as Executive Chair and member of TKO's Board of Directors, as well as other positions, employment and otherwise, at TKO and its subsidiaries, WWE has received, and the Company may receive in the future, regulatory, investigative and enforcement inquiries, subpoenas, demands and/or other claims and complaints arising from, related to, or in connection with these matters or in connection with new claims or allegations. On January 25, 2024, a former WWE employee filed a lawsuit against WWE, Mr. McMahon and another former WWE executive in the United States District Court for the District of Connecticut alleging, among other things, that she was sexually assaulted by Mr. McMahon and asserting claims under the Trafficking Victims Protection Act.

Subsequent to WWE's restatement for the Unrecorded Expenses, WWE was informed of certain additional claims, which have been settled by Mr. McMahon. WWE recorded an additional \$11.1 million of expenses related to these additional claims prior to the closing of the Transactions. Since the closing of the Transactions, the Company has recorded an additional \$3.5 million of expenses related to these additional claims. Mr. McMahon has made or will make all related payments personally.

Professional costs resulting from WWE's Special Committee's investigation have been significant and are expected to continue to be significant as the Company continues to incur costs arising from ongoing and/or potentially new regulatory, investigative and enforcement inquiries, subpoenas and demands and claims. We expect Mr. McMahon to reimburse the Company for reasonable expenses incurred in connection with the investigation. During the year ended December 31, 2023, Mr. McMahon reimbursed the Company \$5.8 million associated with these costs. For further information on related party transactions between Mr. McMahon and the Company, see Note 22, *Related Party Transactions*, to our audited consolidated financial statements included elsewhere in this Annual Report. Although we are not aware that significant business has been lost to date, it is possible that a change in the perceptions of our business partners could occur as a result of the investigation or other matters described above. In addition, as a result of the investigation, other matters described above or new claims or allegations, certain other operational changes, including without limitation other personnel changes, have occurred and may continue to occur in the future, which may have adverse financial and operational impacts on our business. Any adverse impacts as a result of the investigation and related matters, and any further allegations or investigations, could exacerbate any of the risks described herein.

The impact of global pandemics or other outbreaks, such as the COVID-19 pandemic, could adversely affect our business, financial condition and results of operations.

Our operations and events could be impacted by restrictions resulting from global pandemics or similar outbreaks, such as the COVID-19 pandemic. While our business activity has resumed and restrictions in locations where we operate have been lifted, such restrictions could in the future be increased or reinstated. We will assess and respond to any such pandemics or outbreaks, including by abiding by any new government-imposed restrictions, market by market. We are unable to accurately predict the ultimate impact any global pandemics or similar outbreaks will have on our operations going forward due to the aforementioned uncertainties.

Our key personnel, athletes and performers may be adversely impacted by immigration restrictions and related factors.

Our ability to retain our key personnel is impacted, at least in part, by the fact that a portion of our key personnel in the United States are comprised of foreign nationals who are not United States citizens. Similarly, some of our athletes and performers are foreign nationals who are not United States citizens. In order to be legally allowed to work or compete in the United States, these individuals generally hold non-immigrant visas (which may or may not be tied to us) or green cards, the latter of which makes them permanent residents in the United States.

The ability of these foreign nationals to remain and work or compete in the United States is impacted by a variety of laws and regulations, as well as the processing procedures of various government agencies. Changes in applicable laws, regulations, or procedures could adversely affect our ability to hire or retain these key personnel or sponsor athletes and performers who are not United States citizens and could affect our costs of doing business. In addition, if the laws, rules or procedures governing the ability of foreign nationals to work or compete in the United States were to change or if the number of visas available for foreign nationals permitted to work in the United States were to be reduced, our business could be adversely affected, if, for example, we are unable to retain an employee or sponsor an athlete or performer who is a foreign national as a result.

Corresponding issues apply with respect to our key personnel and performers working, and athletes competing, in countries outside of the United States relating to citizenship and work authorizations. Similar changes in applicable laws, regulations or procedures in those countries could adversely affect our ability to hire or retain key personnel or sponsor athletes and performers internationally.

Our business is international in nature and may require employees, contractors, athletes and performers that participate in our events to frequently travel or live abroad. The ability of our key personnel, contractors and the athletes and performers that participate in our events to travel internationally for their work or to participate in our events is impacted by a variety of laws and regulations, policy considerations of foreign governments, the processing procedures of various government agencies and geopolitical actions, including war and terrorism (for example, the conflicts in Eastern Europe and the Middle East), or natural disasters including earthquakes, hurricanes, floods, fires, as well as pandemics. In addition, our production of live events internationally subjects us to the numerous risks involved in foreign travel and operations and also subjects us to local norms and regulations, including regulations requiring us to obtain visas for our key personnel and, in some cases, contractors, athletes and performers that participate in our events. Actions by athletes and performers that are out of our control may also result in certain countries barring them from travelling internationally, which could adversely affect our business. If our key personnel, contractors, athletes and performers that participate in our events were prevented from conducting their work internationally for any reason, it could have an adverse effect on our business, financial condition, and results of operations.

Our failure to continue to build and maintain our brands of entertainment could adversely affect our operating results.

We must continue to build and maintain our strong brand identities to attract and retain fans who have a number of entertainment choices. The creation, marketing and distribution of live events and programming content that our fans value and enjoy is at the core of our business. The production of compelling live, televised and streamed content is critical to our ability to generate revenues across our media platforms and product outlets. Also important are effective consumer communications, such as marketing, customer service and public relations. The role of social media use by fans and by us is an important factor in our brand perception. If our efforts to create compelling services and goods and/or otherwise promote and maintain our brands, services and merchandise are not successful, our ability to attract and retain fans may be adversely affected. Such a result would likely lead to a decline in our television ratings, attendance at our live events post-pandemic, and/or otherwise impact our sales of goods and services, which would adversely affect our operating results.

Our failure to retain or continue to discover key athletes and performers could lead to a decline in the appeal of our events, our storylines and the popularity of its brand of entertainment, which could adversely affect its operating results.

Our success depends, in large part, upon our ability to identify, discover and retain athletes and athletic performers who have the physical ability, acting ability and presence or charisma to succeed in our live events, programming content and, with respect to WWE, the portrayal of characters in our live events and programming. We cannot guarantee that we will be able to continue to identify these athletes and performers. Additionally, throughout our history, athletes and performers from time to time have stopped participating in our events for any number of reasons, and we cannot guarantee that we will be able to retain our current athletes and performers either during the terms of their contracts or when their contracts expire. Our failure to attract and retain key athletes and performers, an increase in the costs required to attract and retain such athletes and performers, or a serious or untimely injury to, or the death of, or unexpected or premature loss or retirement for any reason of, any of our key athletes or performers could lead to a decline in the popularity of our brand of entertainment and events. Any of the foregoing issues could adversely affect our operating results.

Failure to protect our IT Systems and Confidential Information against breakdowns, security breaches, and other cybersecurity risks could result in financial penalties, legal liability, and/or reputational harm, which would adversely affect our business, results of operations, and financial condition.

We rely on hardware, software, technology infrastructure, online sites and networks, and various computer systems (such as our information systems, content distribution systems, ticketing systems, and payment processing systems) (collectively, "IT Systems"), to conduct our business. We also rely on the technology systems of third parties (including Peacock and ESPN) with which we partner in our operations. Some IT Systems used in our operations are legacy IT systems from businesses we have acquired which may remain separately managed from other IT Systems of our business. We own and manage some of these IT Systems but generally rely on third parties for a range of IT Systems and related products and services, including but not limited to cloud computing services, and ticketing services. We and certain of our third-party providers use these IT Systems to collect, maintain and process data about employees, consumers, event participants, business partners and others, including personal information, as well as proprietary information belonging to our business such as trade secrets (collectively, "Confidential Information"). Any of these IT Systems and Confidential Information are vulnerable to service interruptions, security breaches, and other cybersecurity risks that threaten their confidentiality, integrity and availability, including as a result of inadvertent or intentional actions by our employees, partners, and vendors, or from attacks by threat actors or other malicious third parties. Such attacks are of ever-increasing levels of sophistication and are made by groups and individuals with a wide range of motives and expertise, including organized criminal groups, "hacktivists," state-sponsored organizations, and others. For instance, we may be subject to boycotts, spam, spyware, ransomware, phishing and social engineering, viruses, worms, malware, DDOS attacks, password attacks, man-in-the-middle attacks, cybersquatting, impersonation of employees or officers, abuse of comments and message boards, fake reviews, doxing, and swatting. We are also vulnerable to the risk of malicious code being embedded in open-source software, or misconfigurations, "bugs" or other vulnerabilities in commercial software that is integrated into our (or our suppliers' or service providers') IT Systems, products or services. Cyberattacks are expected to accelerate on a global basis in frequency and magnitude, and the techniques and tools (including artificial intelligence) used to breach security safeguards, circumvent security controls, evade detection and remove forensic evidence are evolving rapidly. As a result, cyberattacks may be difficult to detect for an extended period of time, and the measures we take to safeguard our technology may not adequately prevent them.

There can be no assurance that our investments in information technology and our efforts to protect our Confidential Information and that of our other business relationships will prevent service interruptions, security breaches, and other cybersecurity risks in our IT Systems or the unauthorized or inadvertent wrongful use or disclosure of such Confidential Information. There can also be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our IT Systems and Confidential Information, including where acquired entities are involved or being integrated. Moreover, because we make extensive use of third party suppliers and service providers, such as cloud services that support our internal and external-facing operations, successful cyberattacks that disrupt or result in unauthorized access to third party IT Systems can materially impact our operations and financial results. We and certain of our third-party providers have experienced cyberattacks and other security incidents, and we expect such attacks and incidents to continue to occur in varying degrees. While to date no incidents have had a material impact on our operations or financial results, we cannot guarantee that material incidents will not occur in the future.

Our insurance policies covering data security, privacy liability, and cyber-attacks may not be adequate to cover losses arising from incidents, or they may not be available to us in the future on economically reasonable terms or at all. We would also be exposed to a risk of loss or litigation (including class action lawsuits) and potential liability under laws, regulations and contracts that protect the privacy and security of confidential or personal information. For example, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (the "CCPA") imposes a private right of action for certain security breaches that could lead to some form of remedy including regulatory scrutiny, fines, private right of action settlements, and other consequences. As a further example, where a security incident involves a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data in respect of which we are a controller or processor under the GDPR (as defined below), this could result in fines under the EU GDPR (as defined below) and the UK GDPR (as defined below), which can be substantial and may be assessed based on a percentage of revenue. We also may be required to notify regulators and/or other companies we are contractually obligated to notify about any actual or perceived personal data breach as well as the individuals who are affected by the incident within strict time periods; complying with numerous and complex regulations in the event of a personal data breach can be expensive and difficult and failure to comply with notification requirements under applicable regulations could subject us to regulatory scrutiny and additional liability.

Remote and hybrid working arrangements at our company (and at many third-party providers) increase cybersecurity risks due to the challenges associated with managing remote computing assets and security vulnerabilities that are present in many non-corporate and home networks. We rely on technology at live events, the failure or unavailability of which, for any significant period of time, could affect our business, reputation and the success of our live events. We also rely on technology to provide our digital offerings, live streaming, and virtual events, which may be vulnerable to hacking, denial of service attacks, human error and other unanticipated problems or events that could result in interruptions in our service and to unauthorized access to, or alteration of, the content and data contained on our IT Systems and those of our third-party vendors. Interruptions in these IT Systems, or with the Internet in general, whether due to fault by any party or due to weather, natural disasters, terrorist attacks, power loss or other force majeure type events, could make our content unavailable or degraded. These service disruptions or failures could be prolonged. Delivery of video programming over the Internet is done through a series of carriers with switch-overs between carriers. Television delivery is extremely complex and includes satellite, fiberoptic cable, over-the-air delivery and other means. Any point of failure in this distribution chain would cause a disruption or degradation of our signal. Service disruption or degradation for any of the foregoing reasons could diminish the overall attractiveness of our content. We do not carry insurance that would cover us in the event of many types of business interruption that could occur.

Any adverse impact to the availability, integrity or confidentiality of our IT Systems or Confidential Information, or any breach of security, could result in decreased performance and increased operating costs (including refunds to impacted end users), legal claims or proceedings (including class action lawsuits), fines and penalties, regulatory scrutiny, and significant incident response, system restoration or remediation and future compliance costs, all of which could adversely affect our business, financial condition, reputation and results of operations. There can be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our systems and information.

Unauthorized disclosure of sensitive or confidential customer information could harm our business and standing with our customers.

We seek to protect trade secrets, confidential information, personal information and other proprietary information, in part, by entering into nondisclosure and confidentiality agreements with parties who have access to such information, such as our employees, collaborators, contractors, consultants, advisors and other third parties. However, we cannot guarantee that we have entered into such agreements with each party that may have or has had access to our trade secrets or proprietary technology, information and processes. Further, despite these efforts, no assurance can be given that these agreements will be effective in controlling access to and distribution of our products and proprietary information as any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches.

Prosecuting a claim that a party illegally disclosed or misappropriated a trade secret or confidential information is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts within and outside of the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor or other third party, our competitive position could be materially and adversely harmed.

Failure to comply with evolving federal, state, and foreign laws relating to the handling of personal information could result in financial and other regulatory penalties, legal liability, and/or reputational harm, which would adversely affect our business, results of operations, and financial condition.

Our business operations involve the collection, transfer, use, disclosure, storage, disposal and other processing of personal or sensitive information around the world, including the United States and the United Kingdom and the European Economic Area ("EEA"). We collect, store, transmit, and use personal information relating to, among others, our employees, consumers, and event participants. As a result, our business is subject to complex and continually evolving (and at times conflicting) U.S. (federal, state and local) and

international laws and regulations regarding data privacy and data protection. Many of these laws and regulations are subject to change and uncertain interpretation and could result in claims, changes to our business practices, penalties, increased cost of operations, or otherwise harm our business.

For example, in Europe, member states have adopted or modified data privacy and security laws and regulations that may apply to our business, such as the General Data Protection Regulation 2016/679 and applicable national supplementing laws ("EU GDPR") and in the United Kingdom, the United Kingdom data protection regime consisting primarily of the U.K. General Data Protection Regulation and Data Protection Act of 2018 ("UK GDPR", and together with the EU GDPR, the "GDPR"). The GDPR imposes comprehensive data privacy compliance obligations and creates requirements for in-scope businesses regarding the processing of personal data, broadly defined as information relating to an identifiable person including a principle of accountability and the obligation to demonstrate compliance through policies, procedure, training and audit.

Under the GDPR, and other privacy regimes globally, we are subject to rules regarding cross-border transfers of personal data. Recent legal developments in Europe have created complexity and uncertainty regarding transfers of personal data from the EEA and United Kingdom to the U.S. and other jurisdictions. For example, in 2020, the Court of Justice of the European Union invalidated the EU-US Privacy Shield Framework, under which personal data could be transferred from the EEA to relevant self-certified U.S. entities, and further noted that reliance on the standard contractual clauses alone (a standard, non-negotiable form of contract approved by the European Commission) may not necessarily be sufficient in all circumstances and that transfers must be assessed on a case-by-case basis. Subsequent European court and regulatory decisions have taken a restrictive approach to international data transfers. The UK regulator has adopted a similar approach to data export outside of the UK and, in 2022, the international data transfer agreement and the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers came into force. The UK regulator also recommends, consistent with the European Commission approach, a documented transfer risk assessment is undertaken.

We currently generally rely on the standard contractual clauses as well as other data sharing agreements and conduct transfer impact assessments to transfer personal information outside the EEA and the UK, including to the United States. A replacement for the Privacy Shield Framework, the EU-US Data Privacy Framework, became effective in 2023; however, this framework is already facing challenges similar to those that resulted in the invalidation of the Privacy Shield Framework. We expect the existing legal complexity and uncertainty regarding international data transfers to continue. As supervisory authorities within the EEA issue further guidance on international data transfers under the GDPR, and as enforcement actions continue, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or it could affect our operations and the manner in which we provide our services (for example, we may have to stop using certain tools and vendors and make other operational changes). In particular, given the complexity and constantly evolving nature of our cross-border data transfers, the standard contractual clauses will need to be updated over time to fully legitimize our data transfers, and a failure to do so could result in enforcement action from regulators. There can be no assurances that we will be successful in our efforts to comply with the GDPR or other privacy and data protection laws and regulations, or that violations will not occur, particularly given the complexity of both these laws and our business, as well as the uncertainties that accompany new laws.

In addition, in recent years, in the United States certain states have adopted or modified data privacy and security laws and regulations that may apply to our business. For example, the CCPA requires businesses that process the personal information of California residents to among other things provide certain disclosures to California residents regarding the business's collection, use and disclosure of their personal information; receive and respond to requests from California residents to access, delete, and correct their personal information, and opt-out of certain disclosures of their personal information; and enter into specific contractual provisions with service provider that process California resident personal information on the business's behalf. The effects of this legislation are far-reaching and have required and may continue to require us to modify our data processing practices and policies and to incur significant costs and expenses in an effort to comply. The enactment of the CCPA has also prompted a wave of similar data privacy laws in other states across the United States. For example, since the CCPA went into effect, general data privacy statutes that share similarities with the CCPA are now in effect and enforceable in Virginia, Colorado, Connecticut, and Utah, and will soon be enforceable in several other states as well. Similar laws have been proposed in many other states and at the federal level as well. Recent, new, and proposed state and federal legislation relating to data privacy may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional compliance programs, could impact strategies and availability of previously useful information, and could result in increased compliance costs and/or changes in business practices and policies.

Besides the UK, EEA and the United States, our global reach means we may be or become subject to other privacy regimes, and new laws are being enacted regularly, including laws which may have potentially conflicting requirements that would make compliance challenging. If the trend of increasing enforcement by regulators of such laws as reflected in recent guidance and decisions continues, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, increase costs and subject us to additional liabilities. For example, UFC operates a UFC Performance Institute, among other significant operations, in China. As such, we may be subject to various aspects of the country's onerous data compliance regime, which can include the Cybersecurity Law, the Data Security Law and the Personal Information Protection Law ("PIPL"). In addition, the relevant government authorities of China promulgated several regulations or released a number of draft regulations for public comments that are designed to provide further implementation guidance in accordance with these laws. We cannot predict what impact the new laws and regulations or the increased costs of compliance, if any, will have on

our operations in China, in particular the Data Security Law or PIPL, due to their recent enactment and the limited guidance available. It is also generally unclear how the laws will be interpreted and enforced in practice by the relevant government authorities as these laws are drafted broadly and, thus, leave great discretion to the relevant government authorities to exercise.

Further, we are subject to laws, regulations and standards in the United States covering marketing, advertising, cookies, tracking technologies, e-marketing, and other activities conducted by telephone, email, mobile devices and the internet, such as the Federal Communications Act, the Federal Wiretap Act, the Electronic Communications Privacy Act, the Telephone Consumer Protection Act, the Children's Online Privacy Protection Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, the Video Privacy Protection Act (the "VPPA"), and similar state consumer protection and communication privacy laws. Numerous class-action suits under federal and state laws have been filed in recent years against companies who conduct telemarketing and/or SMS texting programs, with many resulting in multi-million-dollar settlements to the plaintiffs. We have received one or more claims of violation of the VPPA, though none resulting in significant liability or expense.

Finally, regulation of cookies and similar technologies, and any use of cookies or similar online tracking technologies as a means to identify and potentially target users, may lead to broader restrictions and impairments on our marketing and personalization activities and may negatively impact our efforts to better understand users. Recent U.S. and European court and regulator decisions are driving increased attention to cookies and tracking technologies and privacy activists are referring non-compliant companies to regulators. In the EU and the UK, informed consent is required for the placement of certain cookies or similar technologies on a customer's or user's device and for direct electronic marketing. The GDPR also imposes conditions on obtaining valid consent, such as a prohibition on pre-checked consents and a requirement to ensure separate consents are sought for each type of cookie or similar technology. Regulators are increasingly focusing on compliance with current national laws that implement the ePrivacy Directive, and which may be replaced by an EU regulation known as the ePrivacy Regulation, which will significantly increase fines for non-compliance. If the trend of increasing enforcement by regulators of the strict approach including opt-in consent for all but essential use cases, as seen in recent guidance and decisions continues, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, and subject us to additional liabilities.

The effects of any applicable U.S. federal, state and local laws and regulations, and international laws and regulations that are currently in effect or that may go into effect in the future, are significant (and may be assessed based on a percentage of revenue) and may require us to modify our data processing practices and policies and to incur substantial costs and potential liability in an effort to comply with such laws and regulations. Responding to allegations of non-compliance, whether or not true, could be costly, time consuming, distracting to management, and cause reputational harm. In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards. Because the interpretation and application of privacy and data protection laws are still uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with one another or inconsistent with our existing data management practices or the features of our products and services. Any actual or perceived failure to comply with these and other data protection and privacy laws and regulations could result in regulatory scrutiny and increased exposure to the risks of litigation (including class action lawsuits) or the imposition of consent orders, enforcement notices, assessment notices (for a compulsory audit), resolution agreements, orders to cease/change our processing of personal data, requirements to take particular actions with respect to training, policies or other activities, and civil and criminal penalties, including fines, which could harm our business. In addition, we or our third-party service providers could be required to fundamentally change our business activities and practices or modify our products and services, which could harm our or our third-party service providers' businesses. Any of the foregoing could result in additional cost and liability to us, damage our reputation, inhibit sales, and harm our business.

If, for any number of reasons, we are unable to continue to develop and monetize WWE Network successfully, it could adversely affect our operating results.

Our ability to continue to develop and monetize WWE Network is subject to various risks, including our need to attract, retain and replace fans as well as our reliance on partners to offer our content. The markets for entertainment video are intensely competitive and include many subscription, transactional and ad-supported models and vast amounts of pirated materials, all of which capture segments of the entertainment video market. These markets have been and are expected to continue to be subject to rapid changes, and new technologies and evolving business models are developing at a fast pace. In domestic markets, WWE Network is carried exclusively as a part of Peacock. Our ability to attract and retain fans for WWE Network internationally and for Peacock domestically will depend in part on our ability to provide consistent high-quality content and a high level of service that is perceived as a good value for the consumer's entertainment dollars in the face of this intense competition. Our failure to do so could adversely affect our business and operating results.

Fans have the ability to receive streaming WWE content through their PCs, Macs and other Internet-connected devices, including game consoles and mobile devices, such as tablets and mobile phones as well as smart televisions and Blu-Ray players. We intend to continue to offer WWE Network in international markets through available platforms and partners. As a result, we rely on outside partners to develop, supply and maintain technology and infrastructure necessary to deliver our content and interact with the user. If we are not successful in maintaining, renewing and/or replacing this technology or if we or Peacock are not successful in entering into and maintaining relationships with platform providers, if we or our partners (including Peacock) encounter technological, licensing or other impediments to streaming our content, or if viewers either upgrade existing platforms or migrate to new platforms in such a way that we or our partners (including Peacock) do not or cannot deliver through the new or upgraded platform, our ability to reach our fans and

monetize our content successfully could be adversely impacted. Certain platforms, such as Amazon, Apple, Facebook, Hulu and YouTube, offer their owned or licensed content and, therefore, may be disincentivized to promote and deliver our content at the same level as provided for their content.

We may be unable to protect and enforce our intellectual property rights, which could enable others to copy or use aspects of our intellectual property rights without compensating us, which may substantially harm our business and operating results.

Our brands and logos along with our premium content and television footage are essential to our success and competitive position. We rely on a combination of trademarks, copyrights, patents, trade secrets and contractual provisions to establish and protect our intellectual property rights in the jurisdictions where we operate.

We have invested significant resources in registering and maintaining trademarks associated with our brands including, but not limited to, "UFC," "OCTAGON," "ULTIMATE FIGHTING CHAMPIONSHIP," "AS REAL AS IT GETS," "ULTIMATE FIGHTER," "WWE," "RAW," "SMACKDOWN," "NXT" and "WRESTLEMANIA," as well as the UFC and WWE logos and the 2 dimensional octagon shape, in an attempt to obtain and protect our brands and their public recognition. During trademark registration proceedings, we may receive rejections of our applications by the United States Patent and Trademark Office or equivalent authorities in other foreign jurisdictions. Although we would be given an opportunity to respond to those rejections, we may be unable to overcome such rejections and, consequently, may be unable to obtain sufficient protection for certain trademarks in certain jurisdictions where we operate. Further, our intellectual property rights may be challenged, opposed, and/or invalidated by third parties and may not be strong enough to provide meaningful commercial competitive advantage. In addition, we may seek to oppose, cancel and/or invalidate a third party's intellectual property rights if we deem such intellectual property infringes, dilutes, misappropriates or otherwise violates our intellectual property rights but we may be unsuccessful in doing so. If we fail to secure intellectual property rights or maintain our intellectual property, competitors might be able to use our brands or other intellectual property, which may have adverse financial and operational impacts on our business.

Further, policing unauthorized use and other violations of our intellectual property is difficult and costly, particularly given our global scope. We may be unable to prevent others from infringing, diluting, misappropriating or otherwise violating our intellectual property rights. If we are unable to maintain and protect our intellectual property rights adequately, we may lose an important competitive advantage in the markets in which we operate, which may have adverse financial and operational impacts on our business. In particular, the laws of certain foreign countries do not protect intellectual property rights in the same manner as do the laws of the United States and, accordingly, our intellectual property is at greater risk in those countries even where we take additional steps to protect our intellectual property. We cannot guarantee that the available legal steps we have taken, and take in the ordinary course of business, to reasonably protect our intellectual property will be successful or predict whether these steps will be adequate to prevent infringement or misappropriation of these rights. In addition, we may be required to forgo protections or rights to technology, data and intellectual property in order to operate in or access markets in foreign jurisdictions. Any such direct or indirect loss of rights in these assets could negatively impact our business.

We may license our trademarks and trade names to third parties, such as distributors, consumer product licensees and sponsors. Although these license agreements may provide guidelines for how our trademarks and trade names may be used, a breach of these agreements or misuse of our trademarks and trade names by our licensees may jeopardize our rights in or diminish the goodwill associated with our trademarks and trade names. Our efforts to enforce or protect our proprietary rights and intellectual property rights related to trademarks, trade names, and service marks may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our financial condition or results of operations. Our technology, data and intellectual property are subject to a heightened risk of theft, unauthorized use or compromise to the extent that we engage in operations outside the United States, particularly in those jurisdictions that do not have comparable levels of protection of proprietary information and assets, such as trademarks, copyrights, trade secrets, know-how and customer information and records. The unauthorized use of intellectual property in the entertainment industry generally continues to be a significant challenge for intellectual property rights holders. Piracy, in particular, threatens to damage our business as piracy services are subject to rapid global growth. The success of our streaming video solutions with respect to both live and video-on-demand content (e.g., UFC Fight Pass) is directly threatened by the availability and use of pirated alternatives, including the live streaming of our live events on social media and other platforms. The value that streaming services are willing to pay for content that we develop may be reduced if piracy prevents these services from realizing adequate revenues. The value individual consumers are willing to pay for content that we develop may be reduced if piracy presents a sufficiently compelling consumer proposition. These activities could result in lost revenue and a reduction in the value of our media rights which may materially and adversely affect our business, results of operation, financial condition and prospects.

We may be subject to intellectual property rights claims by third parties, which are costly to defend, could require us to pay significant damages and could limit our ability to use our intellectual property

From time to time, in the ordinary course of our business, we become involved in litigation or disputes with third parties related to intellectual property. Any litigation or dispute involving the scope or enforceability of our intellectual property rights or any allegation that we infringe, misappropriate, violate or dilute the intellectual property rights of others, regardless of the merit of these claims, could be costly and time-consuming. If any infringement or other intellectual property claim made against us by any third party is successful or if we are required to indemnify a third party with respect to such a claim, we may be required to, or decide to, cease use of one of our

brands, rebrand or obtain non-infringing intellectual property (such as through a license). Such license may not be available on commercially reasonable terms, if at all, or may be nonexclusive, thereby giving our competitors and other third parties access to the same intellectual property rights licensed to us, which could result in harm to our competitive position and could adversely affect our business and financial condition. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments related to our intellectual property, and if securities analysts or investors perceive these results to be negative, it could have an adverse effect on our valuation and business. Any adverse ruling or perception of an adverse ruling in defending our intellectual property rights could have an adverse impact on our business and financial condition or ability to engage in certain business activities. Such litigation or proceedings could increase our operating losses and reduce the resources available for development activities and future sales, marketing and distribution activities. If we are found to infringe, misappropriate, dilute or otherwise violate a third party's intellectual property rights, and we are unsuccessful in demonstrating that such rights are invalid or unenforceable, we may be required to pay substantial damages, including treble damages and attorneys' fees for willful infringement, or pay substantial royalties and other fees.

As a result of our operations in international markets, we are subject to risks associated with the legislative, judicial, accounting, regulatory, political and economic risks and conditions specific to such markets.

We operate in various jurisdictions abroad, including through joint ventures, and we expect to continue to expand our international presence. We face, and expect to continue to face, additional risks in the case of our existing and future international operations, including:

- ☐ political instability, adverse changes in diplomatic relations and unfavorable economic conditions in the markets in which we have international operations or into which it may expand;
- ☐ more restrictive or otherwise unfavorable government regulation of the entertainment, sports and sports betting industries, which could result in increased compliance costs or otherwise restrict the manner in which we operate and the amount of related fees we are able to charge;
- ☐ limitations on the enforcement of intellectual property rights;
- ☐ enhanced difficulties of integrating any foreign acquisitions;
- ☐ limitations on the ability of foreign subsidiaries to repatriate profits or otherwise remit earnings;
- ☐ adverse tax consequences;
- ☐ less sophisticated legal systems in some foreign countries, which could impair our ability to enforce our contractual rights in those countries;
- ☐ limitations on technology infrastructure;
- ☐ variability in venue security standards and accepted practices; and
- ☐ difficulties in managing operations due to distance, language and cultural differences, including issues associated with (i) business practices and customs that are common in certain foreign countries but might be prohibited by U.S. law and our internal policies and procedures and (ii) management and operational systems and infrastructures, including internal financial control and reporting systems and functions, staffing and managing of foreign operations, which we might not be able to do effectively or on a cost efficient basis.

If our goodwill or intangible assets become impaired, we may be required to record a significant charge to earnings.

We review our goodwill for impairment annually as of October 1 and at any time upon the occurrence of certain events or substantive changes in circumstances that indicate the carrying amount of goodwill may not be recoverable. Additionally, we assess if impairment indicators exist related to finite-lived intangible assets at each reporting period within our asset groups. To the extent an event occurs suggesting that an asset group's carrying amount is not recoverable, an impairment assessment is performed. If such goodwill or intangible assets are deemed to be impaired, an impairment loss equal to the amount by which the carrying amount exceeds the fair value of the assets would be recognized. Adverse impacts to our business could result in impairments and significant charges to earnings.

Participants and spectators in connection with our live events are subject to potential injuries and accidents, which could subject us to personal injury or other claims and increase our expenses, as well as reduce attendance at our live events, causing a decrease in our revenue.

We hold numerous live events each year. This schedule exposes our athletes, performers and employees who are involved in the production of those events to the risk of travel and performance-related accidents. There are inherent risks to participants and spectators involved with producing, attending, or participating in live events. Injuries and accidents have occurred and may occur from time to time in the future, which could subject us to substantial claims and liabilities for injuries. Incidents in connection with our live events at

any of our venues or venues that we rent could also result in claims or a reduction in operating income or attendance at our events, causing a decrease in our revenues. There can be no assurance that the insurance we maintain will be adequate to cover any potential losses.

The physical nature of many of our live events exposes the athletes and performers that participate to the risk of serious injury or death. These injuries could include concussions, and many sports leagues and organizations have been sued by athletes over alleged long-term neurocognitive impairment arising from concussions. Although the participants in our events, as independent contractors, are responsible for maintaining their own health, disability and life insurance, we may provide coverage under our accident insurance and event insurance policies, if available, or our general liability insurance policies, for injuries that athletes incur while competing. To the extent such injuries are not covered by our policies, we may self-insure medical costs for athletes for such injuries. In certain states, notably California and New York, legislative changes have been enacted or are contemplated that draw into question our ability to treat our talent as independent contractors in those states. The impact to us of these initiatives is unknown. If ultimately required, worker's compensation insurance for our talent or other aspects of their treatment as employees in those states could add expense to, or otherwise alter, our operations, which could affect our business, financial condition and/or results of operations. Liability to us resulting from any death or serious injury, including concussions, sustained by athletes or performers while competing or performing, to the extent not covered by our insurance, could adversely affect our business, financial condition, and operating results.

We are subject to extensive U.S. and foreign governmental regulations, and our failure to comply with these regulations could adversely affect our business.

Our operations are subject to federal, state and local laws, statutes, rules, regulations, policies, and procedures in the United States and around the world, which are subject to change at any time, governing matters such as:

- ☐ licensing laws for athletes and the promotion and operation of MMA events;
- ☐ licensing laws for the supply of sports betting data and other related products to gambling operators;
- ☐ licensing, permitting and zoning requirements for operation of our offices, locations, venues, and other facilities;
- ☐ health, safety, and sanitation requirements;
- ☐ the service of food and alcoholic beverages;
- ☐ working conditions, labor, minimum wage and hour, citizenship, immigration, visas, harassment and discrimination, and other labor and employment related considerations;
- ☐ human rights and human trafficking, including compliance with the U.K. Modern Slavery Act and similar current and future legislation;
- ☐ employment of youth workers and compliance with child labor laws;
- ☐ compliance with the U.S. Americans with Disabilities Act of 1990 and the U.K.'s Disability Discrimination Act 1995;
- ☐ compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.K. Bribery Act 2010 (the "Bribery Act") and similar regulations in other countries;
- ☐ compliance with applicable antitrust and fair competition laws;
- ☐ compliance with international trade controls, including applicable import/export regulations, and sanctions and international embargoes that may limit or prohibit our ability to do business with specific individuals or entities or in specific countries or territories;
- ☐ compliance with anti-money laundering and countering terrorist financing rules, currency control regulations, and statutes prohibiting tax evasion and the aiding or abetting of tax evasion;
- ☐ marketing activities, including the placement of gambling-related advertising at and around MMA events;
- ☐ environmental protection regulations;
- ☐ compliance with current and future privacy and data protection laws imposing requirements for the collecting, processing, storing and protection of personal or sensitive information, including the Federal Trade Commission Act, the CCPA and other state privacy laws, the GDPR and the E.U. e-Privacy Regulation;
- ☐ compliance with cybersecurity laws imposing country-specific requirements relating to information systems and network design, security, operations, and use;
- ☐ tax laws; and
- ☐ imposition by foreign countries of trade restrictions, restrictions on the manner in which content is currently licensed and distributed, ownership restrictions, or currency exchange controls.

Noncompliance with these laws could subject us to whistleblower complaints, investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, reputational harm, adverse media coverage, and other collateral consequences. Multiple or repeated failures by us to comply with these laws and regulations could result in increased fines or proceedings against us, including suspension or revocation proceedings relating to licenses we are required to maintain to conduct our business. If any subpoenas or investigations are launched, or governmental or other sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, results of operations, 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. Enforcement actions and sanctions could further harm our business, results of operations, and financial condition. There can be no assurance that a law or regulation will not be interpreted or enforced in a manner contrary to our current understanding. In addition, the promulgation of new laws, rules, and regulations could restrict or unfavorably impact our business, which could decrease demand for our events or content, reduce revenue, increase costs, or subject us to additional liabilities. For example, some legislatures have proposed laws in the past that would impose potential liability on us and other promoters and producers of live events for incidents that occur at their events, particularly relating to drugs and alcohol.

In the United States and certain foreign jurisdictions, we may have direct and indirect interactions with government agencies and state-affiliated entities in the ordinary course of our business. In particular, athletic commissions and other applicable regulatory agencies require us to obtain licenses for promoters, medical clearances, licenses for athletes, or permits for events in order for us to promote and conduct our live events and productions. In the event that we fail to comply with the regulations of a particular jurisdiction, whether through our acts or omissions or those of third parties, we may be prohibited from promoting and conducting our live events and productions in that jurisdiction. The inability to present our live events and productions in jurisdictions could lead to a decline in various revenue streams in such jurisdictions, which could have an adverse effect on our business, financial condition, and results of operations.

We are subject to the FCPA, and other anti-bribery and anti-money laundering laws in countries outside of the United States in which we conduct our activities. The FCPA generally prohibits companies and their intermediaries from making, promising, authorizing or offering improper payments or other things of value to foreign government officials for the purpose of obtaining or retaining business, directing business to any person, or securing any improper business advantage. The FCPA also requires U.S. issuers to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. Other countries in which we operate also have anti-bribery laws, some of which prohibit improper payments to government and non-government persons and entities. We operate in a number of countries which are considered to be at a heightened risk for corruption. Additionally, we operate adjacent to industry segments, such as sports marketing, that have been the subject of past anti-corruption enforcement efforts. As a global company, a risk exists that our employees, contractors, agents, managers, or other business partners or representatives could engage in business practices prohibited by applicable U.S. laws and regulations, such as the FCPA, as well as the laws and regulations of other countries prohibiting corrupt payments to government officials and others, such as the Bribery Act. There can be no guarantee that our compliance programs will prevent corrupt business practices by one or more of our employees, contractors, agents, managers, or vendors, or that regulators in the U.S. or in other markets will view our program as adequate should any such issue arise. Any actual or alleged violation of the FCPA or other applicable anti-corruption laws could result in whistleblower complaints, sanctions, settlements, prosecution, enforcement actions, fines, damages, adverse media coverage, investigations, loss of export privileges, severe criminal or civil sanctions, or in the case of the FCPA, suspension or debarment from U.S. government contracts, any of which could have a material adverse effect on our reputation, as well as our business, financial condition, results of operations and prospects. Responding to any investigation or action would also likely result in a materially significant diversion of management's attention and resources and significant defense costs and other professional fees. In addition, the U.S. government may seek to hold us liable for successor liability for FCPA violations committed by companies in which we invest or that we acquire.

We are also required to comply with economic sanctions laws imposed by the United States or by other jurisdictions where we do business, which may restrict our transactions in certain markets, and with certain customers, business partners, and other persons and entities. As a result, we may be prohibited from, directly or indirectly (including through a third-party intermediary), procuring goods, services, or technology from, or engaging in transactions with, individuals and entities subject to sanctions, including sanctions arising from the conflict involving Russia and Ukraine. We cannot guarantee that our efforts to remain in compliance with sanctions requirements will be successful. Any violation of sanctions laws could result in fines, civil and criminal sanctions against us or our employees, prohibitions on the conduct of our business (e.g., debarment from doing business with International Development Banks and similar organizations), and damage to our reputation, which could have an adverse effect on our business, financial condition, and results of operations.

Changes in the regulatory atmosphere and related private sector initiatives could adversely affect our businesses.

Production of video programming by independent producers is generally not directly regulated by the federal or state governments in the United States. *SmackDown* is currently on broadcast television on the Fox Network and will move to USA Network beginning October 2024, NBCU currently carries *Raw*, which will move to Netflix beginning January 2025, and certain of our other programming is distributed on-demand via cable and satellite operators. We are responsible, directly or indirectly, for compliance with certain additional FCC regulations and statutory requirements applicable to programming distributed over television broadcast stations, cable and satellite, as well as for certain of our programming distributed via online platforms that has been televised via broadcast television,

cable or satellite. Any failure to remain in compliance with these requirements could expose us to substantial costs and adverse publicity which could impact our operating results. Changes in FCC regulations, and the ongoing reallocation of satellite spectrum for "5G" next generation wireless broadband use, could impact the availability of satellite transmission spectrum for video programming distribution, which could increase the transmission costs of certain of our programming and/or affect transmission quality and reliability. The markets for programming in the United States and internationally may be substantially affected by government regulations applicable to, as well as social and political influences on, television stations and networks. We voluntarily designate the suitability of each of our television and WWE Network programs using standard industry ratings. Domestic and foreign governmental and private-sector initiatives relating to the production and distribution of video programming are announced from time to time. Compliance by our licensees with these initiatives and/or their noncompliance of governmental policies could restrict our program distribution and adversely affect our levels of viewership, result in adverse publicity and/or otherwise impact our operating results.

We have a substantial amount of indebtedness, which could adversely affect our business, and we cannot be certain that additional financing will be available on reasonable terms when required, or at all.

As of December 31, 2023, we had an aggregate of \$2.7 billion outstanding indebtedness under the Credit Facilities, with the ability to borrow approximately \$205 million more pursuant to the Revolving Credit Facility.

If we cannot generate sufficient cash flow from operations to service this debt, we may need to refinance this debt, dispose of assets or issue equity to obtain necessary funds. Additionally, our credit rating has in the past and may in the future be downgraded. We do not know whether we will be able to take any of these actions on a timely basis, on terms satisfactory to us or at all.

This substantial amount of indebtedness could:

- ☐ require us to dedicate a substantial portion of our cash flow from operations to payments on its indebtedness, thereby reducing funds available for working capital, capital expenditures or other purposes;
- ☐ require us to refinance in order to accommodate the maturity of the term loans under the Credit Facilities in 2026;
- ☐ increase our vulnerability to adverse economic and industry conditions, which could lead to a downgrade in our credit rating and may place us at a disadvantage compared to competitors who may have proportionally less indebtedness;
- ☐ increase our cost of borrowing and cause us to incur substantial fees from time to time in connection with debt amendments or refinancings; and
- ☐ limit our ability to obtain necessary additional financing for working capital, capital expenditures or other purposes in the future, plan for or react to changes in our business and the industries in which we operate, make future acquisitions or pursue other business opportunities, and react in an extended economic downturn.

Despite this substantial indebtedness, we may still have the ability to incur significantly more debt. The incurrence of additional debt could increase the risks associated with this substantial leverage, including our ability to service this indebtedness. In addition, because borrowings under the Credit Facilities bear interest at a variable rate, our interest expense could increase, exacerbating these risks. The Federal Reserve has recently raised, and may in the future further raise, interest rates to combat the effects of recent high inflation. Increases in these rates may increase our interest expense. For example, for the year ended December 31, 2023, interest expense experienced a net increase of \$99.4 million, or 71%, compared to the year ended December 31, 2022, primarily driven by higher interest rates on variable rate indebtedness that was partially offset by lower overall indebtedness. Further increases in interest rates and interest expense could impact the Company's ability to service its indebtedness, increase borrowing costs in the future and reduce our funds available for operations and other purposes. Based on the outstanding indebtedness under the Credit Facilities as of December 31, 2023, a hypothetical 100 basis point increase in interest rates would have resulted in an approximately \$27 million increase in annual interest expense.

From time to time, we may need additional financing, whether in connection with our capital improvements, acquisitions, or otherwise. Our ability to obtain additional financing, if and when required, will depend on investor demand, our operating performance, the condition of the capital markets and other factors. For example, if borrowings available under the Credit Facilities are insufficient or unavailable at a reasonable cost, we may be required to adopt one or more alternatives to raise cash, such as incurring additional indebtedness, selling our assets, seeking to raise additional equity capital, or restructuring, which alternatives may not be available to us on favorable terms when required, or at all. Any of the foregoing could have a material adverse effect on our business.

Restrictive covenants applicable to the Credit Facilities may restrict our ability to pursue our business strategies.

The credit agreements governing the terms of the Credit Facilities restrict, among other things, asset dispositions, mergers and acquisitions, dividends, stock repurchases and redemptions, other restricted payments, indebtedness, loans and investments, liens, and affiliate transactions. The Credit Facilities also contain customary events of default, including upon a change in control. These covenants, among other things, limit our ability to fund future working capital needs and capital expenditures, engage in future acquisitions or development activities, or otherwise realize the value of our assets and opportunities fully. Such covenants could limit the flexibility of our subsidiaries in planning for, or reacting to, changes in the sports and entertainment industries. Our ability to comply with these

covenants is subject to certain events outside of our control. Additionally, we may in the future need to amend or obtain waivers to our existing covenants and cannot guarantee that we will be able to obtain those amendments or waivers on commercially reasonable terms or at all. If we are unable to comply with these covenants, the lenders under the Credit Facilities could terminate their commitments and accelerate repayment of our outstanding borrowings, which also may result in the acceleration of or default under any other debt we may incur in the future to which a cross-acceleration or cross-default provision applies. If such an acceleration were to occur, we may be unable to obtain adequate refinancing indebtedness for our outstanding borrowings on favorable terms, or at all. We have pledged a significant portion of our assets as collateral under the Credit Facilities. If we are unable to repay our outstanding borrowings when due, the lenders under the Credit Facilities will also have the right to proceed against the collateral granted to them to secure the indebtedness owed to them, which may have an adverse effect on our business, financial condition, and operating results.

We will require a significant amount of cash to service our indebtedness. The ability to generate cash or refinance our indebtedness as it becomes due depends on many factors, some of which are beyond our control.

Our ability to make payments on, or to refinance our obligations under, our indebtedness will depend on future operating performance and on economic, financial, competitive, legislative, regulatory, and other factors. Many of these factors are beyond our control. Our consolidated cash balance also includes cash from other consolidated non-wholly owned entities. These entities may have restrictions on their ability to distribute cash to the rest of the company, including under the terms of applicable operating agreements or debt agreements, which may require the approval of certain third parties based on the timing and amount of distribution. It cannot be assured that our business will generate sufficient cash flow from operations or that future borrowings will be available to us in an amount sufficient to enable us to satisfy our obligations under our indebtedness or to fund our other needs. In order for us to satisfy our obligations under our indebtedness, we must continue to execute our business strategy. If we are unable to do so, we may need to refinance all or a portion of our indebtedness on or before maturity.

Our accounts receivable relate principally to a limited number of distributors, licensees, and other partners increasing our exposure to bad debts and counter-party risk which could potentially have a material adverse effect on our results of operations.

Substantial portions of our accounts receivable are from distributors of our programming; hosts/promoters of our live events; and licensees who produce consumer products utilizing our intellectual property. The concentration of our accounts receivable across a limited number of parties subjects us to individual counter-party and credit risk as these parties may breach our agreement, claim that we have breached the agreement, become insolvent and/or declare bankruptcy, delaying or reducing our collection of receivables or rendering collection impossible altogether. Certain of the parties are located overseas which may make collection efforts more difficult (including due to increased legal uncertainty) and, at times, collections may be economically unfeasible. Adverse changes in general economic conditions and/or contraction in global credit markets could precipitate liquidity problems among our debtors. This could increase our exposure to losses from bad debts and have a material adverse effect on our business, financial condition and results of operations.

We could be subject to union-organizing and labor disruption, which could adversely affect our business.

Though our businesses are not subject to collective bargaining agreements, our businesses may be interrupted as a result of labor disputes by outside unions, or internal efforts, attempting to unionize one or more groups of employees. There have also been efforts to organize the athletes that participate in our events. A work stoppage or other labor disruption at one or more of our operated venues or at our promoted events could have an adverse effect on our business, financial condition, and results of operations. We cannot predict the effect that a potential work stoppage or other labor disruption would have on our business.

We may face labor shortages that could slow our growth.

The successful operation of our business depends upon our ability to attract, motivate, and retain a sufficient number of qualified employees. Shortages of labor may make it increasingly difficult and expensive to attract, train, and retain the services of a satisfactory number of qualified employees and could adversely impact our events and productions. Competition for qualified employees could require us to pay higher wages, which could result in higher labor costs and could have an adverse effect on our business, financial condition, and results of operations.

We also rely on contingent workers in order to staff our live events and productions, and our failure to manage our use of such workers effectively could adversely affect our business, financial condition, and results of operations. We could potentially face various legal claims from contingent workers in the future, including claims based on new laws or stemming from allegations that contingent workers or employees are misclassified. We may be subject to shortages, oversupply, or fixed contractual terms relating to contingent workers. Our ability to manage the size of, and costs associated with, the contingent workforce may be subject to additional constraints imposed by local laws.

Exchange rates may cause fluctuations in our results of operations.

Because we derive revenues from our international operations, we may incur currency translation losses or gains due to changes in the values of foreign currencies relative to the U.S. Dollar. We cannot, however, predict the effect of exchange rate fluctuations upon future operating results. Although we cannot predict the future relationship between the U.S. Dollar and the currencies used by our

international businesses, principally the British Pound and the Brazilian Real, we experienced a foreign exchange rate net loss of \$1.4 million for the year ended December 31, 2023.

Costs associated with, and our ability to, obtain insurance could adversely affect our business.

As a result of heightened concerns and challenges regarding property, casualty, liability, business interruption, cancellation, cybersecurity and other insurance coverage resulting from terrorist and related security incidents along with varying weather-related conditions and incidents, we may experience increased difficulty obtaining high policy limits of coverage at a reasonable cost and with reasonable deductibles. We cannot assure you that future increases in insurance costs and difficulties obtaining high policy limits and reasonable deductibles will not adversely impact our profitability, thereby possibly impacting our operating results and growth. We have a significant investment in equipment when holding live events at venues across the world, which are generally located near major cities and which hold events typically attended by a large number of people.

We cannot assure you that our insurance policy coverage limits, including insurance coverage for property, casualty, liability and business interruption losses, cybersecurity and acts of terrorism, would be adequate should one or multiple adverse events occur, or that our insurers would have adequate financial resources to sufficiently or fully pay our related claims or damages. We cannot assure you that adequate coverage limits will be available, offered at a reasonable cost, or offered by insurers with sufficient financial soundness. The occurrence of such an incident or incidents affecting any one or more of our venues could have an adverse effect on our financial position and future results of operations if asset damage or company liability were to exceed insurance coverage limits, or if an insurer were unable to sufficiently or fully pay our related claims or damages.

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

We regularly review metrics, including the number of fans and social media followers of our businesses, to evaluate growth trends, measure our performance and make strategic decisions. Our methodologies for tracking these metrics are subject to certain limitations. In addition, we rely on data received from third parties, including third-party platforms, to track these metrics. Data from both such sources may include information relating to fraudulent accounts and interactions with our sites or the social media accounts of our businesses (including as a result of the use of bots, or other automated or manual mechanisms to generate false impressions that are delivered through our sites or our accounts). We have only limited abilities to verify data from our sites or third parties, and perpetrators of fraudulent impressions may change their tactics and may become more sophisticated, which would make it still more difficult to detect such activity. Our methodologies for tracking such metrics may also change over time, which could result in changes to the metrics we report. If we undercount or overcount performance due to the limitations of our methodologies or issues with the data received from third parties, the data we report may not be accurate or comparable with prior periods. In addition, limitations, changes or errors with respect to how we measure data may affect our understanding of certain details of our business, which could affect our longer-term strategies. If our metrics are not accurate representations of the reach of our brands, if we discover material inaccuracies in our metrics or the data on which such metrics are based, or if we can no longer calculate our metrics with a sufficient degree of accuracy and cannot find an adequate replacement for the metric, it could result in an adverse impact on our financial condition or results of operations.

Risks Related to Our Organization and Structure

We are a holding company whose principal assets are the TKO OpCo Units we hold in TKO OpCo and, accordingly, we are dependent upon distributions from TKO OpCo to pay taxes and other expenses.

We are a holding company whose principal assets are the TKO OpCo Units we hold in TKO OpCo. We will not have independent means of generating revenue. Because TKO OpCo is intended to be treated as a pass-through entity for U.S. federal income tax purposes, we and other members of TKO OpCo (or their indirect equity holders) generally are subject to U.S. federal income taxes on their allocable share of TKO OpCo's taxable income or gain. As the sole managing member of TKO OpCo, we generally intend to cause TKO OpCo to make quarterly distributions to the members of TKO OpCo (or otherwise provide them with liquidity) in amounts sufficient to cover the taxes on their allocable share of the taxable income of TKO OpCo. However, there can be no assurance that TKO OpCo and its subsidiaries will generate sufficient cash flow to distribute funds to TKO Group Holdings to cover our taxes and other expenses or that applicable state law and contractual restrictions, including negative covenants in any applicable debt instruments, will permit such distributions. Subsidiaries of TKO OpCo are currently subject to debt instruments or other agreements that may restrict distributions from TKO OpCo's subsidiaries and TKO OpCo's ability to make distributions to us, which could adversely affect our cash flows, liquidity and financial condition.

As a result of (among other considerations) potential differences in the amount of net taxable income allocable to the members of TKO OpCo under applicable tax rules and the lower tax rate applicable to corporations (like us) as compared to individuals (immediately following the Transactions, certain individuals owned indirect interests in TKO OpCo subjecting them to tax on income earned by TKO OpCo), it is anticipated that the tax distributions made by TKO OpCo to us may exceed the tax liabilities that we are required to pay on our allocable share of income of TKO OpCo. TKO OpCo's payment of tax distributions to the members of TKO OpCo could result in the distribution of cash out of TKO OpCo that is in excess of what is required to permit the direct or indirect

securityholders of TKO OpCo to pay their tax liabilities attributable to their direct or indirect ownership of TKO OpCo, which could have an adverse effect on TKO OpCo's liquidity.

No adjustments to the exchange ratio for TKO OpCo Units and corresponding shares of our Class B common stock will be made as a result of any loans made by us to TKO OpCo or as a result of any retention of cash by us. To the extent we do not distribute any cash we hold and instead, for example, holds such cash balances, or lend them to TKO OpCo or TKO OpCo's subsidiaries, this may result in shares of our Class A common stock increasing in value relative to the value of TKO OpCo Units. The holders of TKO OpCo Units may benefit from any value attributable to such cash balances if they acquire shares of our Class A common stock in exchange for their TKO OpCo Units.

In addition to the foregoing, it is also possible that in certain situations we may not receive distributions from TKO OpCo sufficient to pay our tax liabilities attributable to our allocable share of income and gain of TKO OpCo. In such situations, TKO OpCo may loan cash to us to enable us to pay our tax liabilities, and TKO OpCo may charge us interest on any such loans in an amount up to 50 basis points in excess of TKO OpCo's current cost of debt capital. These loans could affect our liquidity and adversely affect our financial results and condition.

We are controlled by Endeavor. The interests of Endeavor may differ from the interests of other stockholders of TKO Group Holdings.

As of December 31, 2023, subsidiaries of Endeavor collectively own approximately 52.1% of the voting power of TKO and 52.1% of the economic interests in TKO OpCo. Under the Governance Agreement, dated as of September 12, 2023, by and among the Company, Endeavor, certain Endeavor subsidiaries, TKO OpCo, and Vincent McMahon (the "Governance Agreement"), Endeavor may acquire additional shares of our common stock up to an aggregate of 75% of economic or voting interest in TKO or TKO OpCo without the approval of a majority of the independent directors of our Board.

Endeavor will also conduct various administrative and operational functions of the Company pursuant to the Services Agreement. The provision of these services will provide Endeavor significant influence over the daily operations and internal functions of the Company.

Subject to consent rights and applicable agreements, including the Governance Agreement, Endeavor will have the ability to substantially control us, including the ability to control any action requiring the general approval of our stockholders, including the election of a majority of our Board members, the adoption of amendments to our certificate of incorporation and stockholder amendments to our bylaws, and the approval of any merger or sale of substantially all of our assets, subject to the terms of the Governance Agreement relating to Endeavor's agreement to vote in favor of the director nominees not designated by Endeavor.

This concentration of ownership and voting power may also delay, defer, or even prevent an acquisition by a third party or other change of control of the Company, and may make some transactions more difficult or impossible without the support of Endeavor, even if such events are in the best interests of minority stockholders. This concentration of voting power may have a negative impact on the price of our Class A common stock.

Endeavor's interests may not be fully aligned with holders of our Class A common stock, which could lead to actions that are not in their best interest, because Endeavor holds its economic interest in the business through TKO OpCo, rather than through TKO. For example, Endeavor and subsidiaries of Endeavor may have different tax positions from us, which could influence Endeavor's decisions regarding whether and when we should dispose of assets or incur new or refinance existing indebtedness. In addition, the structuring of future transactions may take into consideration tax or other considerations relevant to Endeavor or its subsidiaries (e.g., the effect of such transactions on Endeavor's obligations under the tax receivable agreement to which Endeavor is a party) even where no similar considerations would apply to us. The significant ownership in the Company held by Endeavor's subsidiaries, as well as the ability of Endeavor's subsidiaries to control certain operations of the Company pursuant to the Services Agreement and resulting ability to effectively control us may discourage someone from making a significant equity investment in us, or could discourage transactions involving a change in control, including transactions in which holders of shares of our Class A common stock might otherwise receive a premium for their shares over the then-current market price. Endeavor also operates a number of businesses through its subsidiaries that may conflict with the interests of the Company, or be party to agreements or engaged in activities that prevent us from performing certain business activities or owning certain assets.

Section 203 of the DGCL ("Section 203") may affect the ability of an "interested stockholder" to engage in certain business combinations, including mergers, consolidations or acquisitions of additional shares, for a period of three years following the time that the stockholder becomes an "interested stockholder." An "interested stockholder" is defined to include persons owning directly or indirectly 15% or more of the outstanding voting stock of a corporation. We have elected in our amended and restated certificate of incorporation not to be subject to Section 203. Endeavor, Mr. McMahon and their respective affiliates and direct and indirect transferees will not be deemed to be "interested stockholders," regardless of the percentage of our voting stock owned by them, and accordingly will not be subject to such restrictions.

Our amended and restated certificate of incorporation provides that, to the fullest extent permitted by law, Endeavor, Mr. McMahon and their respective affiliates renounce any interest or expectancy in a transaction or matter that may be a corporate opportunity for the Company and our non-employee directors have no duty to present such corporate opportunity to us and they may invest in competing businesses or do business with our customers. To the extent that our non-employee directors invest in other businesses, they may have differing interests than our other stockholders. In addition, we may in the future partner with or enter into transactions with existing investors or their affiliates, including with respect to future investments, acquisitions, and dispositions.

We cannot predict the impact our capital structure and the concentrated control by Endeavor may have on our stock price or our business.

We cannot predict whether our multiple share class capital structure, combined with the concentrated control by Endeavor, will result in a lower trading price or greater fluctuations in the trading price of our Class A common stock, or will result in adverse publicity or other adverse consequences. In addition, some indices are considering whether to exclude companies with multiple share classes from their membership. For example, in July 2017, FTSE Russell, a provider of widely followed stock indices, stated that it plans to require new constituents of its indices to have at least five percent of their voting rights in the hands of public stockholders. As a result, our Class A common stock will likely not be eligible for this stock index. We will not be able to assure you that other stock indices will not take a similar approach to FTSE Russell in the future. Exclusion from indices could make our Class A common stock less attractive to investors and, as a result, the market price of our Class A common stock could be adversely affected.

If Endeavor or its subsidiaries sell a controlling interest in us to a third party in a private transaction, we may become subject to the control of a presently unknown third party.

Endeavor's subsidiaries own a controlling equity interest in us. Endeavor has the ability, should it choose to do so, to sell some or all of its subsidiaries' shares of our capital stock (or shares of our capital stock that Endeavor's subsidiaries may obtain) in a privately negotiated transaction, which, if sufficient in size, could result in a change of control of the Company. Further, the distribution or sale by Endeavor's subsidiaries of a substantial number of shares, even if not a controlling interest, or a perception that a distribution or such sales could occur, could significantly reduce the market price of our Class A common stock.

If Endeavor's subsidiaries privately sell a controlling interest in the Company, we may become subject to the control of a presently unknown third party. Such third party may have conflicts of interest with those of other stockholders. In addition, if Endeavor's subsidiaries sell a controlling interest in us to a third party, our future indebtedness may be subject to acceleration, Endeavor may terminate certain other arrangements, and our other commercial agreements and relationships could be impacted, all of which may adversely affect our ability to run our business as described herein and may have an adverse effect on our operating results and financial condition.

We are exempt from certain corporate governance requirements since we are a "controlled company" within the meaning of NYSE rules, and as a result our stockholders do not have the protections afforded by these corporate governance requirements.

Endeavor controls more than 50% of our combined voting power for the election of directors on our Board. As a result, we are considered a "controlled company" for the purposes of NYSE rules and corporate governance standards, and therefore are permitted to, and intend to, elect not to comply with certain corporate governance requirements of the NYSE, including, for example, the requirement to establish a nominating and corporate governance committee composed entirely of independent directors. For so long as we remain a "controlled company," we may at any time and from time to time, utilize any or all of the applicable governance exemptions available under the NYSE rules. Accordingly, holders of Class A common stock do not have the same protections afforded to stockholders of companies that are subject to all of the rules and corporate governance standards of NYSE, and the ability of our independent directors to influence our business policies and affairs may be reduced. We expect to remain a "controlled company" until Endeavor no longer controls more than 50% of our combined voting power.

If we are unable to effectively implement or maintain a system of internal control over financial reporting, we may not be able to accurately or timely report our financial results and our stock price could be adversely affected.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), our management is required to provide a report on our internal control over financial reporting, including an attestation report on our internal control over financial reporting issued by our independent registered public accounting firm, beginning with our second Annual Report on Form 10-K as a public company. To achieve compliance with Section 404 of the Sarbanes-Oxley Act, we will engage in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. We will need to dedicate internal resources, potentially engage outside consultants, adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404 of the Sarbanes-Oxley Act. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. We could also become subject to investigations by the SEC or other regulatory authorities, which could require additional financial and management resources.

WWE's internal control over financial reporting was not effective in 2022 as a result of identifying multiple material weaknesses, which could have an adverse impact on our business and our Class A common stock.

In 2022, prior to the consummation of the Transactions, WWE identified material weaknesses in its internal control over financial reporting and began remediation efforts. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis.

As a public reporting company, we are required to establish and periodically evaluate procedures with respect to our internal control over financial reporting, which includes our consolidated subsidiaries.

If we fail to implement and maintain effective internal control over financial reporting or disclosure controls and procedures, there could be errors in our annual or interim consolidated financial statements and could cause us to fail to meet our reporting obligations, which could diminish investor confidence in us and cause a decline in the price of our Class A common stock.

Provisions in our organizational documents and certain rules imposed by regulatory authorities may delay or prevent our acquisition by a third party.

Our amended and restated certificate of incorporation and bylaws contain several provisions that may make it more difficult or expensive for a third party to acquire control of us without the approval of our Board. These provisions, which may delay, prevent, or deter a merger, acquisition, tender offer, proxy contest or other transaction that stockholders may consider favorable, include the following:

- ☐ advance notice requirements for stockholder proposals and director nominations;
- ☐ provisions limiting stockholders' ability to call special meetings of stockholders, to require special meetings of stockholders to be called and to take action by written consent; and
- ☐ the ability of the Board to designate the terms of and issue new series of preferred stock without stockholder approval, which could be used, among other things, to institute a rights plan that would have the effect of significantly diluting the stock ownership of a potential hostile acquirer, likely preventing acquisitions that have not been approved by the Board.

These provisions of our certificate of incorporation and bylaws could discourage potential takeover attempts and reduce the price that investors might be willing to pay for shares of our Class A common stock in the future, which could reduce the market price of our Class A common stock.

The provisions of our amended and restated certificate of incorporation requiring exclusive venue in the Court of Chancery in the State of Delaware for certain types of lawsuits and the federal district courts of the United States for the resolution of any complaint asserting a cause of action under the Securities Act may have the effect of discouraging lawsuits against our directors and officers.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, (A) the Court of Chancery of the State of Delaware be the sole and exclusive forum for (i) any derivative action, lawsuit or proceeding brought on behalf of us, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer, agent or other employee or stockholder of us to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, the amended and restated certificate of incorporation or our bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein or, if such court does not have subject matter jurisdiction thereof, the federal district court located in the State of Delaware; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Notwithstanding the foregoing, the exclusive forum provision shall not apply to claims seeking to enforce any liability or duty created by the Exchange Act. Although we believe this provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, the provision may have the effect of discouraging lawsuits against our directors and officers. It is possible that, in connection with any applicable action brought against us, a court could find the choice of forum provisions contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in such action. If a court were to find the choice of forum provisions 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 adversely affect our business, financial condition, or results of operations.

UFC has no history of operating as a publicly traded company separate from Endeavor and has no history of operating with WWE as a combined publicly traded company. The historical financial information of the two businesses and information regarding the combined business prior to the consummation of the Transactions, therefore, is not necessarily representative of the results that we would have achieved as a combined, publicly traded company and may not be a reliable indicator of our future results.

The historical information about UFC herein refers to its businesses as operated by and integrated with Endeavor. The historical financial information included herein and information regarding the combined business prior to the consummation of the Transactions is derived from the consolidated financial statements and accounting records of WWE and, with respect to UFC, Endeavor. Accordingly, this financial information does not necessarily reflect the financial condition, results of operations or cash flows that we would have achieved as a publicly traded company during the periods presented or those that we will achieve in the future primarily as a result of the factors described below.

Prior to the Transactions, UFC's businesses have been operated by Endeavor as part of Endeavor's broader corporate organization integrated with the other businesses of Endeavor, rather than as a separate, publicly traded company. Endeavor and its affiliates supported UFC in various corporate functions such as legal, treasury, accounting, auditing, human resources, corporate affairs and finance. Our historical financial results reflect allocations of corporate expenses from Endeavor for such functions and are likely to be less than the expenses we would have incurred had we operated as a separate, publicly-traded company. Following the Transactions, including the business combination, the cost related to such functions previously performed by Endeavor, or such functions that are performed by Endeavor pursuant to the Services Agreement, may therefore increase. Historically, UFC and Endeavor have shared economies of scope and scale in costs, employees, vendor relationships and customer relationships. Although similar economies of scale and scope may exist as a combined company with WWE, and although we have entered into transition agreements with Endeavor, including the Services Agreement, these arrangements may not fully capture the benefits that UFC had enjoyed as a result of being integrated with Endeavor and may result in us paying higher charges than in the past for these services. This could have an adverse effect on our results of operations and financial condition.

We may need to obtain additional financing from banks, through public offerings or private placements of debt or equity securities, strategic relationships or other arrangements. Our cost of capital for our business may be higher than Endeavor's or WWE's cost of capital prior to the Transactions, including the business combination.

As a public company, our costs may be significant, and the regular operations of our business may be disrupted.

We expect to incur significant additional legal, accounting, reporting, and other expenses as a result of having publicly traded common stock, including, but not limited to, increased costs related to auditor fees, legal fees, directors' fees, directors and officers insurance, investor relations, and various other costs. We also expect to incur incremental costs associated with corporate governance requirements, including requirements under the Exchange Act, the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as well as rules implemented by the SEC and the Public Company Accounting Oversight Board. Compliance with these rules and regulations will make some activities more difficult, time-consuming, and costly, and, as a result, may place a strain on our systems and resources. Moreover, the additional demands associated with being a public company may disrupt the regular operations of our business by diverting the attention of some of our senior management team away from revenue producing activities.

In addition, changing laws, regulations, and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs, and making some activities more time consuming. These laws, regulations, and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We invest and intend to continue to invest resources to comply with evolving laws, regulations, and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations, and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, regulatory authorities may initiate legal proceedings against us, which could have an adverse effect on our business, financial condition, and results of operations.

The competitive opportunity provisions in our certificate of incorporation could enable certain directors, principals, officers, employees, members and/or other representatives of Endeavor, Mr. McMahon or their respective affiliates to benefit from competitive opportunities that might otherwise be available to us.

Our certificate of incorporation provides that, to the fullest extent permitted by law, we renounce any interest or expectancy in a transaction or matter that may be a competitive opportunity for certain directors, principals, officers, employees, members and/or other representatives of Endeavor, Mr. McMahon or their respective affiliates (the "Identified Persons") (other than in their capacities as directors of TKO Group Holdings), and such Identified Persons have no duty to refrain from directly or indirectly (1) participating or otherwise engaging in any competitive opportunity, (2) otherwise competing with us or any of our controlled affiliates, (3) otherwise doing business or transacting with any potential or actual customer, supplier or other business relation of us or any of our controlled affiliates or (4) otherwise employing or engaging any officer, employee or other service provider of ours or any of our controlled

affiliates. In addition, the Identified Persons have no duty to present any such competitive opportunity to us. To the extent that the Identified Persons engage in any of the foregoing actions, they may have differing interests than our other stockholders.

Our executive officers and directors may have actual or potential conflicts of interest because of their equity interest in Endeavor. Also, certain of Endeavor's current executive officers are our directors and officers, which may create conflicts of interest or the appearance of conflicts of interest.

Because of their current or former positions with Endeavor, certain of our executive officers and directors own equity interests in Endeavor. Continuing ownership of shares of Endeavor capital stock and equity awards could create, or appear to create, potential conflicts of interest if we and Endeavor face decisions that could have implications for both Endeavor and us. In addition, certain of Endeavor's current executive officers and directors are also our executive officers and directors, and this could create, or appear to create, potential conflicts of interest when we and Endeavor encounter opportunities or face decisions that could have implications for both companies or in connection with the allocation of such officers' or directors' time between Endeavor and us.

Endeavor and subsidiaries of Endeavor may compete with us.

Endeavor and subsidiaries of Endeavor will not be restricted from competing with us, other than as contractually agreed upon. Endeavor has agreed that until the later of September 12, 2028 or six months following Endeavor's ceasing to beneficially own more than 20% of the voting power of the then-outstanding shares of our common stock, Endeavor and its controlled affiliates (other than UFC and its subsidiaries) will not (1) other than *de minimis* passive investments, acquire or invest in any competitive wrestling league or professional mixed martial arts league that is competitive with us or (2) represent any competitive wrestling league, any athlete or wrestling talent in respect of their contractual relationship with us or its subsidiaries or any former wrestling talent of WWE in respect of their contractual relationship with any competitive wrestling league.

If Endeavor in the future decides to engage in the type of business we conduct, it may have a competitive advantage over us, which may cause our business, financial condition and results of operations to be materially adversely affected.

Combining the businesses of WWE and UFC may be more difficult, time-consuming or costly than expected, and the actual benefits of combining the businesses of WWE and UFC may be less than expected, either or both of which may adversely affect our future results.

The anticipated benefits from the completion of the Transactions, including the business combination, may not be achieved if the businesses of WWE and UFC are not successfully combined. WWE and UFC have been operated as independent businesses, and our management may face significant challenges in integrating the technologies, organizations, systems, procedures, policies and operations, as well as addressing the different business cultures at WWE and UFC, managing the increased scale and scope of the combined businesses, identifying and eliminating duplicative programs, and retaining key personnel. If TKO Group Holdings as a combined company is not successfully integrated, the anticipated benefits of the Transactions, including the business combination, may not be realized fully or at all or may take longer to realize than expected. Actual synergies, if achieved, may be less than expected and may take longer to achieve than anticipated.

The integration of the businesses of WWE and UFC may also be complex and time consuming and require substantial resources and effort. In addition, the actual integration may result in additional and unforeseen expenses, and the anticipated benefits of the integration plan may not be realized as a result. The integration process and other disruptions resulting from the Transactions, including the business combination, may also disrupt WWE's or UFC's ongoing businesses operations and/or adversely affect WWE's or UFC's relationships with employees, customers, partners, regulators and others with whom WWE and UFC have business or other dealings. Such consequences of the integration process may adversely affect our business and results of our operations.

The terms of TKO OpCo's Services Agreement with Endeavor may be more favorable than TKO OpCo would be able to obtain from an unaffiliated third party. If TKO OpCo were to cease being a subsidiary of Endeavor, TKO OpCo may be unable to replace the services Endeavor provides in a timely manner or on comparable terms.

Endeavor and certain of its affiliates, on the one hand, and TKO OpCo, on the other hand, are party to the Services Agreement, pursuant to which Endeavor and TKO OpCo agreed to provide each other with certain specified services following the completion of the Transactions, including the business combination, including services relating to content, events, gaming rights, marketing, sponsorship, accounting, employee benefits, information technology, legal support and communications. The Services Agreement has a term of seven years, subject to successive automatic 12-month renewal terms, unless Endeavor provides written notice of its intent not to renew.

While Endeavor will be contractually obligated to provide TKO OpCo with certain specified services during the term of the Services Agreement, TKO OpCo cannot be assured that these services will be sustained at the same level after the expiration or termination of such Services Agreement, or that TKO OpCo will be able to replace these services in a timely manner or on comparable terms. If these services are no longer procured from Endeavor, or if certain arrangements with Endeavor are terminated, TKO OpCo's costs of procuring those services from third parties may increase. The Services Agreement also contains terms and provisions that may

be more favorable to TKO OpCo than terms and provisions TKO OpCo might have obtained in arm's-length negotiations with unaffiliated third parties.

Risks Related to Our Class A Common Stock

An active trading market for our Class A common stock may not develop and you may not be able to sell your shares of Class A common stock.

Although we have listed our Class A common stock on the NYSE, an active trading market may never develop or be sustained. If an active market for our Class A common stock does not develop or is not sustained, it may be difficult for you to sell shares at an attractive price or at all.

The market price of our Class A common stock may be volatile, and holders of our Class A common stock may be unable to resell their Class A common stock at or above their purchase price or at all.

The market price for our Class A common stock may fluctuate significantly in response to a number of factors, most of which we cannot control, including, among others:

- ☐ trends and changes in consumer preferences in the industries in which we operate;
- ☐ changes in general economic or market conditions or trends in our industry or the economy as a whole and, in particular, in the consumer and advertising marketplaces;
- ☐ changes in key personnel;
- ☐ our entry into new markets;
- ☐ changes in our operating performance;
- ☐ investors' perceptions of our prospects and the prospects of the businesses in which we participate;
- ☐ fluctuations in quarterly revenue and operating results, as well as differences between our actual financial and operating results and those expected by investors;
- ☐ the public's response to press releases or other public announcements by us or third parties, including our filings with the SEC;
- ☐ announcements relating to litigation;
- ☐ guidance, if any, that we provide to the public, any changes in such guidance or our failure to meet such guidance;
- ☐ changes in financial estimates or ratings by any securities analysts who follow our Class A common stock, our failure to meet such estimates or failure of those analysts to initiate or maintain coverage of our Class A common stock;
- ☐ downgrades in our credit ratings or the credit ratings of our competitors;
- ☐ the development and sustainability of an active trading market for our Class A common stock;
- ☐ investor perceptions of the investment opportunity associated with our Class A common stock relative to other investment alternatives;
- ☐ the inclusion, exclusion, or deletion of our Class A common stock from any trading indices;
- ☐ future sales of our Class A common stock by our officers, directors, and significant stockholders;
- ☐ other events or factors, including those resulting from system failures and disruptions, hurricanes, pandemics, wars, acts of terrorism, other natural disasters, or responses to such events;
- ☐ changes in financial markets or general economic conditions, including, for example, due to the effects of recession or slow economic growth in the U.S. and abroad, interest rates, fuel prices, international currency fluctuations, corruption, political instability, acts of war, including in Eastern Europe and the Middle East, acts of terrorism, and pandemics or other public health crises;
- ☐ price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole; and
- ☐ changes in accounting principles.

The market price also may decline if we do not achieve the perceived benefits of the Transactions as rapidly or to the extent anticipated by financial or industry analysts or if the effect of the Transactions on our financial position, results of operations or cash flows is not consistent with the expectations of financial or industry analysts. These and other factors may lower the market price of our

Class A common stock, regardless of its actual operating performance. As a result, our Class A common stock may trade at prices significantly below the price at which shares were purchased.

In addition, the stock markets, including the NYSE, have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, we could incur substantial costs and our resources and the attention of management could be diverted from our business.

TKO may not pay any cash dividends on our Class A common stock in the foreseeable future (except as otherwise noted below), capital appreciation, if any, may be your sole source of gains and you may never receive a return on your investment.

You should not rely on an investment in our Class A common stock to provide dividend income. Pursuant to the Transaction Agreement, the WWE designated directors serving on our Board of Directors were permitted to declare, set a record date for and pay a one-time special dividend on shares of our Class A common stock, which was declared on September 13, 2023 for \$3.86 per share, and paid on September 29, 2023 to the stockholders of our Class A common stock of record as of September 22, 2023. With the exception of this special dividend and any potential quarterly distributions described below, we currently intend to retain our future earnings, if any, to fund the development and growth of our business.

To the maximum extent permitted by law, TKO Group Holdings expects to make quarterly distributions of cash received from TKO OpCo in excess of cash required for TKO Group Holdings' taxes or other costs or expenses, unless a majority of the Board determines that TKO OpCo has a bona fide need for such cash (e.g., potential acquisitions) and determines to loan such excess cash to TKO OpCo at market rates. Such determination is based on a number of considerations, including, but not limited to, TKO Group Holdings' results of operations and capital management plans, the market price of our Class A common stock, the availability of funds to TKO Group Holdings, industry practice and other factors deemed relevant by the Board. In addition, TKO Group Holdings' ability to pay distributions and the amount of any distributions ultimately paid in respect of our common stock is, in each case, subject to TKO Group Holdings receiving funds, directly or indirectly, from its operating subsidiaries, including the operating subsidiaries of TKO OpCo. Furthermore, the ability of the operating subsidiaries of TKO OpCo to make distributions to TKO Group Holdings depends on the satisfaction of applicable state law and is subject to any covenants and restrictions in existing agreements with respect to such distributions, and the ability of TKO OpCo to receive distributions from its own subsidiaries will continue to depend on applicable state law with respect to such distributions.

In addition, the terms of the Credit Facilities include certain restrictions on our ability to pay dividends, and the terms of any future debt agreements we may elect to utilize are likely to contain similar restrictions. As a result, except as otherwise noted above, capital appreciation, if any, of our Class A common stock may be your sole source of gain for the foreseeable future and there can be no guarantee that you will receive dividends.

You will be diluted by the future issuance of our Class A common stock or issuances under our incentive plans, for acquisitions, for capital raises or otherwise.

We expect to issue additional shares of Class A common stock. Issuing additional shares of our capital stock or other equity securities or securities convertible into equity may dilute the economic and voting rights of our existing stockholders or reduce the market price of our Class A common stock or both.

In the future, we may also issue additional securities in connection with investments, acquisitions or capital-raising activities, which could constitute a material portion of our then-outstanding shares of Class A common stock. Any shares of Class A common stock that we issue will have a dilutive effect on the number of outstanding shares of Class A common stock. Our decision to issue securities in the future will depend on market conditions and other factors beyond our control.

Risks Related to Tax Matters

Tax matters may cause significant variability in our financial results.

Our businesses, conducted through TKO OpCo and its subsidiaries, will be subject to income taxation in the United States, as well as in many tax jurisdictions throughout the world. Tax rates in these jurisdictions may be subject to significant change. If our effective tax rate increases, our operating results and cash flow could be adversely affected. Our effective income tax rate may vary significantly between periods due to a number of complex factors including, but not limited to, projected levels of taxable income, pre-tax income being lower than anticipated in countries with lower statutory rates or higher than anticipated in countries with higher statutory rates, increases or decreases to valuation allowances that need to be recorded against deferred tax assets, tax audits conducted and settled by various tax authorities, adjustments to income taxes upon finalization of income tax returns, the ability to claim foreign tax credits, and changes in tax laws and their interpretations in countries in which we will be subject to taxation.

TKO OpCo may be required to pay additional taxes as a result of the partnership audit rules.

The Bipartisan Budget Act of 2015 changed the rules applicable to U.S. federal income tax audits of partnerships, including entities such as TKO OpCo that are taxed as partnerships. Under these rules (which generally are effective for taxable years beginning after December 31, 2017), subject to certain exceptions, audit adjustments to items of income, gain, loss, deduction, or credit of an entity (and any holder's share thereof) are determined, and taxes, interest, and penalties attributable thereto, are assessed and collected, at the entity level. Although there are uncertainties in how these rules will continue to be implemented, they could result in TKO OpCo (or any of its applicable subsidiaries that are or have been treated as partnerships for U.S. federal income tax purposes) being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and TKO Group Holdings, as a direct or indirect member of TKO OpCo (or such other entities), could be required to indirectly bear the economic burden of those taxes, interest, and penalties even though we may not otherwise have been required to pay additional corporate-level taxes as a result of the related audit adjustment had it been reflected in the previously filed partnership tax returns under audit (and even though we may not have even been an equity holder of TKO OpCo (or such other entities) during the taxable period for which the relevant audit adjustment is imposed).

Under certain circumstances, TKO OpCo may be eligible to make an election (a "Push Out Election") to cause holders of equity interests in TKO OpCo to take into account the amount of any taxes attributable to any tax audit adjustment, including any interest and penalties, in accordance with such holders' interest in TKO OpCo in the year under audit.

With respect to taxable periods beginning after the closing of the transactions contemplated by the Transaction Agreement, we will decide whether to cause TKO OpCo to make a Push Out Election in our discretion. If TKO OpCo does not make this election, the then-current holders of TKO OpCo Units (including the EDR subscribers, as applicable) would economically bear the burden of the understatement even if such holders had a different percentage interest in TKO OpCo during the year under audit, unless, and only to the extent, TKO OpCo recovers such amounts from current or former impacted holders of TKO OpCo. There are no assurances that TKO OpCo will recover any such amounts from current or former holders of TKO OpCo. Similar rules will also apply with respect to any of TKO OpCo's subsidiaries that are or have been treated as partnerships for U.S. federal income tax purposes.

With respect to taxable periods (or portions thereof) of TKO OpCo or its subsidiaries ending on or prior to the transactions contemplated by the Transaction Agreement, Endeavor OpCo will have the ability to prevent TKO OpCo or such subsidiaries from making (or causing to be made) any Push Out Election, as further described below. The failure to make such election could result in TKO Group Holdings bearing liabilities with respect to such audit adjustment even though TKO Group Holdings may not have owned any interest in TKO OpCo during the audited period and could adversely affect TKO Group Holdings' liquidity and financial condition.

TKO OpCo has agreed to indemnify Endeavor OpCo (and its affiliates and direct and indirect owners) and TKO Group Holdings for certain tax liabilities attributable to taxable periods (or portions thereof) ending on or prior to the closing of the transactions contemplated by the Transaction Agreement, and this indemnification could adversely affect the liquidity and financial condition of TKO OpCo and TKO Group Holdings.

Under the terms of the Transaction Agreement, TKO OpCo has generally agreed to indemnify Endeavor OpCo and its affiliates and direct and indirect equity holders for tax liabilities attributable to the business conducted by TKO OpCo and its subsidiaries for taxable periods ending on or prior to the closing of the transactions contemplated by the Transaction Agreement, subject to certain exceptions. TKO OpCo has also generally agreed to indemnify TKO Group Holdings and its affiliates for tax liabilities attributable to WWE and its subsidiaries for taxable periods ending on or prior to the closing of the transactions contemplated by the Transaction Agreement, subject to certain exceptions. These indemnification obligations will subject the equity holders of TKO Group Holdings to risks and potential exposures attributable to the business conducted by TKO OpCo for periods prior to the time that TKO Group Holdings acquired an interest in TKO OpCo, and to exposure for income taxes otherwise payable by TKO OpCo's former equity owners. In addition, Endeavor OpCo will have the ability to prevent TKO OpCo from making a Push Out Election in connection with pre-closing tax audits of TKO OpCo and its subsidiaries attributable to periods (or portions thereof) ending on or prior to the closing of the transactions contemplated by the Transaction Agreement. Endeavor OpCo's interests in connection with such election will differ from those of TKO Group Holdings, as a failure to make such election could result in TKO Group Holdings bearing tax liabilities that would, if such election were made, be borne by TKO OpCo's former equity owners. Any tax liabilities that are subject to indemnification by TKO OpCo could adversely affect the liquidity and financial position of TKO OpCo and TKO Group Holdings.

We could incur tax liabilities in connection with stock repurchases.

On August 16, 2022, the Inflation Reduction Act of 2022 (the "IRA") was signed into federal law. The IRA provides for, among other things, a new U.S. federal 1% excise tax on certain repurchases (including redemptions) of stock by publicly traded U.S. corporations and certain other persons (a "covered corporation"). Because we are a Delaware corporation and our securities trade on the NYSE, we are a "covered corporation" for this purpose. The excise tax is imposed on the repurchasing corporation itself, not our stockholders from which shares are repurchased. The amount of the excise tax is generally 1% of the fair market value of the shares repurchased at the time of the repurchase. However, for purposes of calculating the excise tax, repurchasing corporations are permitted to net the fair market value of certain new stock issuances against the fair market value of stock repurchases during the same taxable year. In addition, certain exceptions apply to the excise tax. The U.S. Department of Treasury has been given authority to provide regulations and other guidance to carry out and prevent the abuse or avoidance of the excise tax. We conducted certain repurchases of

our stock in 2023, and accordingly may be subject to the excise tax in connection with such repurchases. If we were to conduct additional repurchases of our stock or other transactions covered by the excise tax described above, we could potentially be subject to the excise tax in connection with such transactions. Furthermore, if we decide to undertake repurchases of our Class A common stock in the future, any transfer of cash from TKO OpCo or its subsidiaries to TKO Group Holdings to fund such repurchases could result in incremental tax liabilities to TKO Group Holdings, Inc., and such tax liabilities could (depending on the circumstances surrounding the relevant repurchases) be substantial. The incurrence any of the tax liabilities described above could increase our costs and adversely affect our operating results.

Future changes to U.S. and foreign tax laws could adversely affect us.

The G20, the OECD, the U.S. Congress and Treasury Department and other government agencies in jurisdictions where we and our affiliates will do business have had an extended focus on issues related to the taxation of multinational corporations, including, but not limited to, transfer pricing, country-by-country reporting and base erosion. As a result, the tax laws in the United States and other countries in which we and our affiliates will do business could change on a prospective or retroactive basis, and any such changes could have an adverse effect on its worldwide tax liabilities, business, financial condition, and results of operations.

In addition, the OECD has announced an accord commonly referred to as "Pillar Two" to set a minimum global corporate tax rate of 15%, which is being or may be implemented in many jurisdictions, including the United States. The OECD is also issuing guidelines that are different, in some respects, than current international tax principles. If countries amend their tax laws to adopt all or part of the OECD guidelines, this may increase tax uncertainty and increase taxes applicable to us. We cannot predict whether the U.S. Congress or any other governmental body, whether in the United States or in other jurisdictions, will enact new tax legislation (including increases to tax rates), whether the IRS or any other tax authority will issue new regulations or other guidance, whether the OECD or any other intergovernmental organization will publish any guidelines on global taxation or whether member states will implement such guidelines, nor can we predict what effect such legislation, regulations or international guidelines might have. Changes to existing laws and regulations in connection with Pillar Two or other proposals could adversely affect our business, results of operations and financial condition.

General Risk Factors

If securities or industry analysts publish inaccurate or unfavorable research about us or our business, the price of our Class A common stock and trading volume could decline.

The trading market for our Class A common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrades our Class A common stock or publishes inaccurate or unfavorable research about us or our business, our share 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 Class A common stock could decrease, which could cause our stock price and trading volume to decline. In addition, if our operating results fail to meet the expectations of securities analysts, our stock price would likely decline.

Our business may involve potential internal conflicts of interest due to the breadth and scale of our platform.

We have to manage actual and potential internal conflicts of interest in our business due to the breadth and scale of our platform. Different parts of our business may have actual or potential conflicts of interest with each other, including our media production, events production, owned sports properties, sponsorship, and content development businesses. Although we attempt to manage these conflicts appropriately, any failure to adequately address or manage internal conflicts of interest could adversely affect our reputation, and the willingness of third parties to work with us may be affected if we fail, or appear to fail, to deal appropriately with actual or perceived internal conflicts of interest, which could have an adverse effect on our business, financial condition, and results of operations. For more information regarding potential conflicts of interest related to our status as a "controlled company," see "—We are controlled by Endeavor. The interests of Endeavor may differ from the interests of other stockholders of TKO Group Holdings."

We could face a variety of risks if we expand into other new and complementary businesses and/or make certain investments or acquisitions.

We have entered into new or complementary businesses and made equity and debt investments in other companies in the past and may continue to do so in the future. We may also enter into business combination transactions, make acquisitions or enter into strategic partnerships, joint ventures or alliances. Risks of this expansion and/or these investments and transactions may include, among other risks: unanticipated liabilities or contingencies including counter-party risks such as inadvertent breaches or collection difficulties; potential diversion of management's attention and other resources, including available cash, from our existing businesses; loss on investments due to poor performance by the business invested in; inability to integrate a new business successfully; revaluations of debt and equity investments as well as market, credit and interest-rate risks (any of which could result in impairment charges and other costs); competition from other companies with more experience in such businesses; and possible additional regulatory requirements and compliance costs, all of which could affect our business, financial condition and operating results.

We will share control in joint venture projects, other investments, and strategic alliances, which will limit our ability to manage third-party risks associated with these projects.

We may participate in joint ventures, other non-controlling investments, and strategic alliances in the future. In these joint ventures, investments, and strategic alliances, we may have shared control over the operation of the assets and businesses. As a result, such investments and strategic alliances may involve risks such as the possibility that a partner in an investment might become bankrupt, be unable to meet its capital contribution obligations, have economic or business interests or goals that are inconsistent with our business interests or goals, or take actions that are contrary to our instructions or to applicable laws and regulations. In addition, we may be unable to take action without the approval of our partners, or our partners could take binding actions without our consent. Consequently, actions by a partner or other third party could expose us to claims for damages, financial penalties, additional capital contributions, and reputational harm, any of which could have an adverse effect on our business, financial condition, and results of operations.

Preparing our financial statements will require us to have access to information regarding the results of operations, financial position, and cash flows of our joint ventures and other investments. Any deficiencies in our internal controls over financial reporting may affect our ability to report our financial results accurately or prevent or detect fraud. Such deficiencies also could result in restatements of, or other adjustments to, our previously reported or announced operating results, which could diminish investor confidence and reduce the market price for our Class A common stock. Additionally, if our joint ventures and other investments are unable to provide this information for any meaningful period or fail to meet expected deadlines, we may be unable to satisfy our financial reporting obligations or timely file our periodic reports.

Increasing scrutiny of, and evolving expectations for, sustainability and environmental, social, and governance initiatives could increase our costs, harm our reputation, or otherwise adversely impact our business.

We, as with other companies, may face increasing scrutiny related to our environmental, social and governance (“ESG”) practices and disclosures from certain investors, capital providers, shareholder advocacy groups, other market participants, customers, and other stakeholder groups. With this increased focus, public reporting regarding ESG practices is becoming more broadly expected. While we may at times engage in voluntary initiatives, such initiatives may be costly and may not have the desired effect. For example, we may not ultimately be able to achieve any initiatives or commitments we undertakes due to cost, technological constraints, or other factors outside of our control. Moreover, actions or statements that we may take based on expectations or assumptions that we believe to be reasonable at the time made may subsequently be determined to be erroneous or be subject to misinterpretation. If our ESG practices and reporting do not meet investor, consumer, employee, or other stakeholder expectations, which continue to evolve, our business, brand or reputation may be negatively impacted and subject to investor or regulator engagement regarding such matters. Furthermore, some market participants, including major institutional investors, may also use third-party benchmarks or scores to measure our ESG practices in making investment and voting decisions. In addition, new sustainability rules and regulations have been adopted and may continue to be introduced in various states and other jurisdictions. For example, we and/or our subsidiaries may be subject to various disclosure requirements (such as information on greenhouse gas emissions, climate risks, use of offsets, and emissions reduction claims) from the State of California, and also expect to be subject to the SEC’s climate disclosure proposal, if finalized, among other regulations or requirements. Operating in more than one jurisdiction may make our compliance with any applicable ESG and sustainability-related rules more complex and expensive, and potentially expose us to greater levels of legal risks associated with our compliance. Our failure to comply with any applicable rules or regulations could lead to penalties and adversely impact our reputation, customer attraction and retention, access to capital and employee retention. Such ESG matters may also cause additional impacts on our business, financial condition, or results of operations.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Cybersecurity Risk Management and Strategy

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical systems and information. Our security approach is aligned with applicable security and/or technical requirements and best practices established by National Institute of Standards and Cybersecurity Framework (“NIST CSF”). This does not imply that we meet any particular technical standards, specifications, or requirements, only that our information security team uses the NIST CSF as the framework for helping us to identify, assess, and manage cybersecurity risks relevant to our business.

Our cybersecurity risk management program is integrated into our overall enterprise risk management program and is designed to share common methodologies, reporting channels and governance processes that apply across the enterprise risk management program to other legal, compliance, strategic, operational, and financial risk areas. We have a cross-functional team composed of senior IT, cybersecurity and compliance leadership from both TKO and Endeavor that typically meets on a monthly basis to discuss efforts to identify new or prospective risks, mitigate previously identified risks, and discuss recent cybersecurity events. This cross-functional team reports into an executive steering committee comprised of senior enterprise leadership which meets, at a minimum, quarterly.

We use a defense-in-depth strategy across our business applications and systems, including database encryption, encryption for laptops/desktops, endpoint-security solutions including network filtering, anti-virus, endpoint firewalls, endpoint detection/response, patch and security configuration management and monitoring through our use of a Security Information and Event Management ("SIEM") system. The SIEM is monitored by our Security Operations Center ("SOC"). Our network and applications require multi-factor authentication, and logins are monitored for unusual activity by our SOC function. The enterprise network is protected by stateful firewalls, which are also monitored via our SOC. Our dedicated cybersecurity team engages third parties to conduct periodic infrastructure, application, compliance, and security operations testing, and threats/findings are managed through our risk-register and governance processes.

Separately, employees are trained to promptly report any suspicious behavior or events to the Company's Core Security Incident Response team. This team includes IT, cybersecurity, compliance, and risk management team members from both TKO and Endeavor. The core team oversees the investigation and handling of all reported incidents (which incidents are tracked in real time). If the core team determines that the reported event could potentially impact personally identifiable information processed by the Company, confidential/proprietary information or cause a financial loss, the core team reports the matter to TKO's Cybersecurity Executive Steering Committee, which includes TKO's Chief Administrative Officer, General Counsels, Chief Financial Officer, Chief Accounting Officer, Chief Product & Technology Officer, Corporate Secretary and Head of Investor Relations, as well as Endeavor's Chief Financial Officer, Chief Accounting Officer, General Counsel, Chief Compliance Officer, Chief Information Officer, SVP, Internal Audit, SVP, Privacy & Cybersecurity, SVP, Cybersecurity, SVP, Head of Corporate Security and Chief Communications Officer. Reported events that may cause a financial loss are also reported to the legal department's fraud investigation team. The Cybersecurity Executive Steering Committee is charged with managing the Core Security Incident Response Team and determining whether any disclosures may be required as a result of the reported event.

Our cybersecurity risk management program, thus, includes:

- ☐ risk assessments designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broader enterprise IT environment;
- ☐ a written cybersecurity incident response plan;
- ☐ the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls;
- ☐ cybersecurity awareness training of our employees, incident response personnel, and senior management not less often than once per calendar year;
- ☐ phishing simulations at regular intervals (not less than quarterly) to all users of the Company's email system; and
- ☐ a third-party risk management process for service providers, suppliers, and vendors which connect to our IT systems or process data on our behalf. This risk management process is designed to review the cybersecurity protocols, policies and preparedness of any vendor that processes personally identifiable information for the Company or the Company's confidential or proprietary information or otherwise is connected to any Company IT infrastructure before entering an agreement with such vendor and/or at least every 18 months thereafter. Such reviews consist of reviewing SOC2 Type II reports for vendors which maintain them or, for those that don't, a review of the vendor's responses to a detailed questionnaire. Upon a review of such responses, the Company's cybersecurity team may propose contractual remediation obligations to be agreed upon by the vendor.

Our continually evolving cybersecurity strategies are informed by multiple threat intelligence resources, the status of ongoing remediation plans, and technical developments. We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. See Part I, Item 1A. "Risk Factors – Risks Related to Our Business — Failure to protect our IT Systems and Confidential Information against breakdowns, security breaches, and other cybersecurity risks could result in financial penalties, legal liability, and/or reputational harm, which would adversely affect our business, results of operations, and financial condition."

Cybersecurity Governance

Our Board considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee of the Board (the "Audit Committee") oversight of cybersecurity and other information technology risks. The Audit Committee oversees management's implementation of our cybersecurity risk management program.

The Audit Committee receives quarterly reports from management on our cybersecurity risks, and also receives, at least annually, a detailed briefing from management on our cyber risk management program's status including all strategic initiatives. In addition, management updates the Audit Committee, as necessary, regarding potentially significant cybersecurity incidents consistent with written escalation protocols, as well as incidents with lesser impact potential. The Audit Committee members also receive presentations on cybersecurity topics from Endeavor's Chief Compliance Officer, Chief Information Officer, internal security staff or external experts as

part of the Board's continuing education on topics that impact public companies. The full Board receives regular updates regarding the Audit Committee's activities.

Our management team, including Endeavor's Chief Compliance Officer, Chief Information Officer, SVP, Privacy & Cybersecurity, and SVP, Cybersecurity, is responsible for assessing and managing our material risks from cybersecurity threats. The Chief Information Officer is responsible for implementation and enforcement of written information security policies. The Chief Information Officer has designated leaders, including the SVP, Cybersecurity, to be responsible for overall management of the information security management program, including developing and operating within the defined global information security controls to protect our IT systems, selecting and supervising retained cybersecurity consultants, and working with Legal, Compliance, and Human Resources personnel to develop and launch appropriate information security training of our workforce. Our management team has decades of experience leading and managing cybersecurity teams as well as professional credentials in cybersecurity and data privacy. Our SVP, Privacy & Cybersecurity, leads a team of five dedicated privacy professionals in the Legal department.

Our management team supervises efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in our IT environment.

Item 2. Properties

The following table sets forth the location, use and ownership or leasehold interest in various significant facilities as of December 31, 2023. The leases referenced below expire at various times through 2035, subject to renewal and early termination options. We consider each of these properties to be in good condition, adequate for its purpose and our current needs, and suitably utilized according to the individual nature and requirements of the relevant operations.

Location	Use	Segments	Owned/ Leased
200 Fifth Avenue, New York, New York	Corporate offices	Corporate	Leased
10250 Constellation Boulevard, Suite 1640, Los Angeles, California	Corporate offices	WWE; Corporate	Leased
345 Ely Avenue, Norwalk, Connecticut	Warehouse	WWE	Leased
677 and 707 Washington Boulevard, Stamford, Connecticut	Corporate offices and new WWE headquarters	WWE; Corporate	Leased
1241 East Main Street, Stamford, Connecticut	Corporate offices and former WWE headquarters	WWE; Corporate	Owned
88 Hamilton Avenue, Stamford, Connecticut	Media production center	WWE	Owned
120 Hamilton Avenue, Stamford, Connecticut	TV production studio	WWE	Owned
6650 S. Torrey Pines Drive, Las Vegas, Nevada	UFC headquarters and Performance Institute	UFC; Corporate	Owned
6650 El Camino Road, Las Vegas, Nevada	Media production center and studio	UFC	Owned
1376 West Nanjing Road, Shanghai Centre, Level 7, Suite #732, Shanghai, China	UFC Performance Institute	UFC	Leased
Bahía de Todos Los Santos 157, Col. Verónica Anzures, Alc. Miguel Hidalgo, C.P. 11300, Mexico City, Mexico	UFC Performance Institute	UFC	Leased

In addition, we own and lease several other offices that are not material to our operations. See Note 20, *Leases*, to our audited consolidated financial statements included elsewhere in this Annual Report for further detail on our lease commitments.

Item 3. Legal Proceedings

From time to time, we may be involved in claims and proceedings arising in the course of our business. The outcome of any such claims or proceedings, regardless of the merits, is inherently uncertain. For a description of our legal proceedings, see Note 21, *Commitments and Contingencies*, to our audited consolidated financial statements included elsewhere in this Annual Report, which is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not Applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our Class A common stock is listed and traded on the NYSE under the symbol "TKO." Our Class B common stock is not listed nor traded on any stock exchange.

Holders

As of January 31, 2024, there were 6,093 holders of record of our outstanding Class A common stock and three holders of our outstanding Class B common stock. These numbers do not include those who hold in "street name" or beneficial holders, whose shares are held of record by banks, brokers, financial institutions and other nominees.

Dividend Policy

We do not currently anticipate declaring or paying any cash dividends to holders of our Class A common stock in the foreseeable future. We currently intend to retain future earnings, if any, to finance the growth of our business. If we decide to pay cash dividends in the future, the declaration and payment of such dividends will be at the sole discretion of our Board and may be discontinued at any time. In determining the amount of any future dividends, our Board will take into account any legal or contractual limitations, restrictions in our debt agreements, including the Credit Facilities, our actual and anticipated future earnings, cash flow, debt service and capital requirements, the amount of distributions to us from TKO OpCo and other factors that our Board may deem relevant. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Debt Facilities" for more information on the restrictions the Credit Facilities impose on our ability to declare and pay cash dividends. Because we are a holding company, our cash flow and ability to pay dividends depends upon the financial results and cash flows of our operating subsidiaries and the distribution or other payment of cash to us in the form of dividends or otherwise from TKO OpCo. See "Risk Factors – Risks Related Our Class A Common Stock – Because we do not anticipate paying any cash dividends on our Class A common stock in the foreseeable future (except as otherwise noted under "Dividend Policy"), capital appreciation, if any, will be your sole source of gains and you may never receive a return on your investment."

However, to the maximum extent permitted by law, we expect to make quarterly distributions of cash received from TKO OpCo in excess of cash required for our taxes or other costs or expenses, unless a majority of the Board determines that TKO OpCo has a bona fide need for such cash (e.g., potential acquisitions) and determines to loan such excess cash to TKO OpCo at market rates.

Such determination is based on a number of considerations, including, but not limited to, our results of operations and capital management plans, the market price of our Class A common stock, the availability of funds to TKO Group Holdings, industry practice and other factors deemed relevant by the Board. In addition, our ability to pay distributions and the amount of any distributions ultimately paid in respect of our common stock is, in each case, subject to us receiving funds, directly or indirectly, from our operating subsidiaries, including the operating subsidiaries of TKO OpCo.

Furthermore, the ability of the operating subsidiaries of TKO OpCo to make distributions to us depends on the satisfaction of applicable state law and is subject to any covenants and restrictions in existing agreements with respect to such distributions, and the ability of TKO OpCo to receive distributions from its own subsidiaries will continue to depend on applicable state law with respect to such distributions. There can be no guarantee that our stockholders will receive or be entitled to dividends.

Sales of Unregistered Equity Securities

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

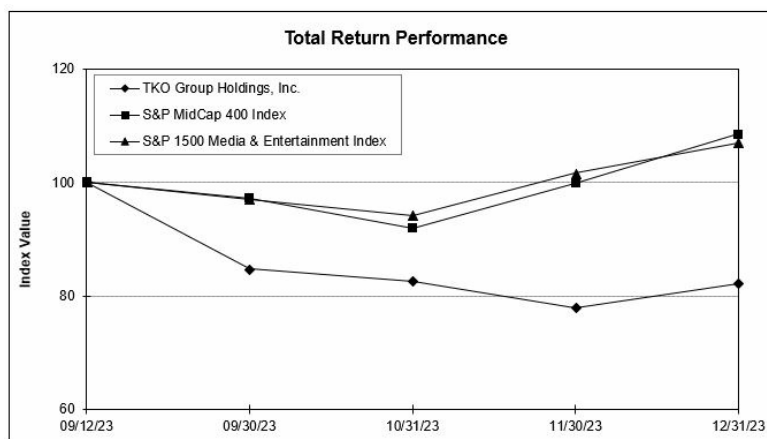
The following table presents information with respect to purchases of Class A common stock of the Company made during the three months ended December 31, 2023:

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in Thousands)
October 1, 2023 to October 31, 2023	—	—	—	\$ —
November 1, 2023 to November 30, 2023	1,308,729	\$ 76.41	1,308,729	\$ —
December 1, 2023 to December 31, 2023	—	—	—	\$ —
Total	1,308,729		1,308,729	

- (1) On November 9, 2023, we entered into an underwriting agreement (the “Underwriting Agreement”) with TKO OpCo, Morgan Stanley & Co. LLC, as representative of the various underwriters (collectively, the “Underwriters”), and Mr. McMahon, in connection with the underwritten secondary offering by Mr. McMahon of 8.4 million shares of our Class A common stock at an offering price of \$79.80 per share (the “Secondary Offering”). Pursuant to the Underwriting Agreement, we agreed to purchase 1,308,729 shares of Class A common stock from the Underwriters, at a price per share equal to the price being paid by the Underwriters to Mr. McMahon, resulting in an aggregate purchase price of approximately \$100.0 million. See Note 10, *Stockholders’/Members’ Equity*, to our consolidated financial statements included elsewhere in this Annual Report for additional information regarding the Secondary Offering and our share repurchase.

Stock Performance Graph

The following graph illustrates the total return from September 12, 2023 (the date our Class A common stock began trading on NYSE) through December 31, 2023, for (i) our Class A common stock, (ii) the S&P MidCap 400 Index, and (iii) the S&P 1500 Media and Entertainment Industry Group Index. The graph assumes that \$100 was invested on September 12, 2023 in each of our Class A common stock, the S&P MidCap 400 Index, and the S&P 1500 Media and Entertainment Industry Group Index, and that any dividends were reinvested. The comparisons reflected in the graph are not intended to forecast the future performance of our stock and may not be indicative of our future performance.



Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the information set forth in our audited consolidated financial statements and related notes included elsewhere in this Annual Report. The historical financial data discussed below reflects our historical results of operations and financial position and relates to periods prior to the Transactions (as defined below). As a result, the following discussion does not reflect the significant impact that such events will have on us. This discussion contains forward-looking statements based upon management's current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various known and unknown factors, including those set forth under Part I, Item 1A. "Risk Factors" and in other sections of this Annual Report.

The following is a discussion and analysis of, and a comparison between, our results of operations for the years ended December 31, 2023 and 2022. A discussion and analysis of, and a comparison between, our results of operations for the years ended December 31, 2022 and 2021 can be found in the section entitled, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our final prospectus on Form 424(b) (3) filed with the SEC on May 14, 2023.

Overview

TKO is a premium sports and entertainment company which operates leading combat sports and sports entertainment brands. The Company monetizes its media and content properties through four principal activities: Media rights and content, Live events, Sponsorship and Consumer products licensing.

TKO was formed through the combination of Zuffa Parent, LLC (n/k/a TKO Operating Company, LLC) which owns and operates the Ultimate Fighting Championship ("UFC"), a preeminent combat sports brand and a subsidiary of Endeavor Group Holdings, Inc. ("Endeavor"), a global sports and entertainment company, and World Wrestling Entertainment, Inc. (n/k/a/ World Wrestling Entertainment, LLC) ("WWE"), a renowned sports entertainment business. The Transactions unite two complementary sports and sports entertainment brands in a single company supported by Endeavor's capabilities in premium IP ownership, talent representation, live events and experiences. For additional information regarding the terms of the Transactions, see Note 4, *Acquisition of WWE*, to our audited consolidated financial statements included in this Annual Report.

Segments

As of December 31, 2023, we operated our business under two reportable segments, UFC and WWE. In addition, we also report results for the "Corporate" group, which incurs expenses that are not allocated to the business segments.

UFC

The UFC segment reflects the business operations of UFC. Revenue from our UFC segment principally consists of media rights fees associated with the distribution of its programming content; ticket sales and site fees associated with the business's global live events; sponsorships; and consumer product licensing agreements of UFC-branded products.

WWE

The WWE segment reflects the business operations of WWE. Revenue from our WWE segment principally consists of media rights fees associated with the distribution of its programming content; ticket sales and site fees associated with the business's global live events; sponsorships; and consumer product licensing agreements of WWE-branded products.

Corporate

Corporate reflects operations not allocated to the UFC or WWE segments and primarily consists of general and administrative expenses. These expenses relate largely to corporate activities, including information technology, facilities, legal, human resources, finance, accounting, treasury, investor relations, corporate communications, community relations and compensation to TKO's management and board of directors, which support both reportable segments. Corporate expenses also include service fees paid by the Company to Endeavor under the Services Agreement, inclusive of fees paid for revenue producing services related to the segments.

Components of Our Operating Results

Revenue

TKO primarily generates revenue via domestic and international media rights fees, ticket sales and site fees at our live events, sponsorships, and consumer products licensing.

Direct Operating Costs

TKO's direct operating costs primarily include costs associated with our athletes and talent, production, marketing, venue costs related to live events, and commissions and direct costs with distributors, as well as certain service fees paid to Endeavor.

Selling, General and Administrative

TKO's selling, general and administrative expenses primarily include personnel costs as well as rent, travel, professional service costs and certain service fees paid to Endeavor.

Provision for Income Taxes

TKO Group Holdings, Inc. was incorporated as a Delaware corporation in March 2023. As the sole managing member of TKO OpCo, TKO Group Holdings, Inc. operates and controls all the business and affairs of UFC and WWE. TKO Group Holdings, Inc. is subject to corporate income taxes on its share of taxable income of TKO OpCo. TKO OpCo is treated as a partnership for U.S. federal income tax purposes and is therefore generally not subject to U.S. corporate income tax. TKO OpCo's foreign subsidiaries are subject to entity-level taxes. TKO OpCo's U.S. subsidiaries are subject to withholding taxes on sales in certain foreign jurisdictions which are included as a component of foreign current taxes. TKO OpCo is subject to entity-level income taxes in certain U.S. state and local jurisdictions.

RESULTS OF OPERATIONS

(dollars in millions, except where noted)

The following is a discussion of our consolidated results of operations for the years ended December 31, 2023 and 2022. This information is derived from our accompanying consolidated financial statements prepared in accordance with GAAP.

	Year Ended December 31,	
	2023	2022
Revenue	\$ 1,675.0	\$ 1,140.1
Operating expenses:		
Direct operating costs	514.6	325.6
Selling, general and administrative expenses	549.1	210.1
Depreciation and amortization	164.6	60.0
Total operating expenses	1,228.3	595.7
Operating income	446.7	544.4
Other expenses:		
Interest expense, net	(239.0)	(139.6)
Other expense, net	(0.2)	(1.3)
Income before income taxes and equity losses of affiliates	207.5	403.5
Provision for income taxes	31.5	14.3
Income before equity losses of affiliates	176.0	389.2
Equity losses of affiliates, net of tax	0.3	0.2
Net income	175.7	389.0
Less: Net (loss) income attributable to non-controlling interests	(32.5)	1.7
Less: Net income attributable to TKO Operating Company, LLC prior to the Transactions	243.4	387.3
Net loss attributable to TKO Group Holdings, Inc.	\$ (35.2)	\$ —

Revenue

Revenue increased by \$534.9 million, or 47%, to \$1,675.0 million for the year ended December 31, 2023 compared to the year ended December 31, 2022.

- UFC revenue increased by \$152.1 million, or 13%. This increase was primarily driven by \$76.2 million of increased media rights and content from higher domestic and international rights fees resulting from increases in contractual revenues, higher fees associated with international renewals and one additional PPV event compared to the prior year period. Additionally, the increase in revenue was due to \$42.6 million of greater live event revenue from having 26 events with live audiences compared to 21 events in the prior year and higher site fees, \$29.5 million of higher sponsorship from new sponsors and increases in fees from renewals and \$3.8 million of increased consumer products licensing revenue from greater video game royalties.
- WWE contributed revenue of \$382.8 million for the period from September 12, 2023 through December 31, 2023 following its acquisition. This revenue was driven by \$249.5 million of media rights and content primarily associated with domestic and international rights fees for WWE's flagship programs, *Raw*, *SmackDown* and *NXT*, as well as \$87.7 million

of live event revenue which was primarily driven by site fees associated with the Crown Jewel premium live event in Saudi Arabia as well as hosting 75 other events with live ticketed audiences. Additionally, this revenue was driven by \$27.6 million of consumer products licensing related to the sale of WWE-branded products and \$18.0 million of sponsorship revenue from the sale of advertising.

Direct Operating Costs

Direct operating costs increased by \$189.0 million or 58% to \$514.6 million for the year ended December 31, 2023 compared to the year ended December 31, 2022.

- UFC direct operating costs increased by \$57.8 million, or 18%. This increase was primarily due to higher costs of \$45.7 million from different athlete matchups, as well as higher production costs associated with having one additional PPV event and five additional international events than in the prior year, and direct costs associated with the increase in revenue described above. The increase was also driven by greater marketing and venue expenses due to having 26 events with live audiences compared to 21 events in the same prior year period.
- WWE contributed direct operating costs of \$127.8 million for the period from September 12, 2023 through December 31, 2023 following its acquisition. These costs were primarily driven by talent and production-related costs associated with WWE's premium live events and weekly television programming, as well as event-related costs associated with 76 live events during the period and \$2.1 million of charges associated with restructuring activities related to the Transactions.
- Corporate direct operating costs increased by \$3.4 million. This increase was primarily related to service fees paid to Endeavor for various operational functions that support revenue generating activities pursuant to the Services Agreement.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by \$339.0 million, or 161%, to \$549.1 million for the year ended December 31, 2023 compared to the year ended December 31, 2022.

- UFC selling, general and administrative expenses increased by \$16.9 million, or 11%. This increase was primarily driven by higher cost of personnel from greater headcount and increased travel expenses and other operating expenses associated with having one additional PPV events and five additional international events than in the prior year.
- WWE contributed selling, general and administrative expenses of \$134.4 million, which was primarily driven by \$94.8 million of personnel costs, including \$28.5 million of charges associated with restructuring activities related to the Transactions, as well as travel and other operating expenses for the period from September 12, 2023 through December 31, 2023.
- Corporate selling, general and administrative expenses increased by \$187.7 million. This increase was primarily due to \$83.8 million of professional fees and bonuses incurred related to the Transactions during the current year period, as well as \$32.0 million of higher cost of personnel and other operating expenses, including TKO executive compensation and other public company expenses following the Transactions. The acquisition of WWE contributed \$71.9 million of expenses to Corporate, which was primarily driven by legal costs, including a legal settlement of \$20.0 million, as well as personnel costs, including \$10.8 million of charges associated with restructuring activities related to the Transactions.

Depreciation and Amortization

Depreciation and amortization increased \$104.6 million, or 174%, to \$164.6 million for the year ended December 31, 2023 compared to the year ended December 31, 2022. The increase was primarily due to \$103.8 million of expenses associated with the acquisition of WWE.

Interest Expense, Net

Interest expense, net increased \$99.4 million, or 71%, to \$239.0 million for the year ended December 31, 2023 compared to the year ended December 31, 2022. The increase was primarily driven by significantly higher interest rates on variable rate debt slightly offset by lower indebtedness.

Provision for Income Taxes

For the year ended December 31, 2023, TKO recorded a provision for income taxes of \$31.5 million compared to a provision of \$14.3 million for the year ended December 31, 2022. This was primarily related to an increase in federal U.S. tax due to TKO's new corporate structure as a result of the Transactions.

Net (Loss) Income Attributable to Non-Controlling Interests

Net (loss) income attributable to non-controlling interests was a loss of \$32.5 million and income of \$1.7 million for the years ended December 31, 2023 and 2022, respectively. The change was primarily due to the change in the amount of reported net income for the year ended December 31, 2023 as compared to the reported net income for the year ended December 31, 2022 as well as the effect of the Transactions.

Segment Results of Operations

As of December 31, 2023, we classified our business into two reportable segments: UFC and WWE. Our chief operating decision maker evaluates the performance of our segments based on segment Revenue and segment Adjusted EBITDA. Management believes segment Adjusted EBITDA is indicative of operational performance and ongoing profitability, and Adjusted EBITDA is used to evaluate the operating performance of our segments and for planning and forecasting purposes, including the allocation of resources and capital. Segment operating results reflect earnings before corporate expenses. These segment results of operations should be read in conjunction with our discussion of the Company's consolidated results of operations included above.

The following tables set forth Revenue and Adjusted EBITDA for each of our segments for the years ended December 31, 2023, and 2022:

	Year Ended December 31,	
	2023	2022
Revenue:		
UFC	\$ 1,292.2	\$ 1,140.1
WWE	382.8	—
Total Revenue	<u>\$ 1,675.0</u>	<u>\$ 1,140.1</u>
	Year Ended December 31,	
	2023	2022
Adjusted EBITDA:		
UFC	\$ 755.7	\$ 680.6
WWE	163.0	—
Corporate	(109.6)	(51.9)
Total Adjusted EBITDA	<u>\$ 809.1</u>	<u>\$ 628.7</u>

UFC

The following table sets forth our UFC segment results for the years ended December 31, 2023 and 2022:

	Year Ended December 31,	
	2023	2022
Revenue		
Media rights and content	\$ 870.6	\$ 794.4
Live events	167.9	125.3
Sponsorship	196.3	166.8
Consumer products licensing	57.4	53.6
Total Revenue	<u>\$ 1,292.2</u>	<u>\$ 1,140.1</u>
Direct operating costs	\$ 383.4	\$ 325.6
Selling, general and administrative expenses	\$ 153.1	\$ 133.9
Adjusted EBITDA	\$ 755.7	\$ 680.6
Adjusted EBITDA margin	58 %	60 %
Operating Metrics		
Number of events		
Numbered events	14	13
Fight Nights	29	29
Total events	<u>43</u>	<u>42</u>
Location of events		
United States	33	37
International	10	5
Total events	<u>43</u>	<u>42</u>

WWE

The following table sets forth our WWE segment results for the post-acquisition period from September 12, 2023 through December 31, 2023:

	Year Ended December 31,	
	2023	2022
Revenue		
Media rights and content	\$ 249.5	\$ —
Live events	87.7	—
Sponsorship	18.0	—
Consumer products licensing	27.6	—
Total Revenue	<u>\$ 382.8</u>	<u>\$ —</u>
Direct operating costs	\$ 125.7	\$ —
Selling, general and administrative expenses	\$ 94.1	\$ —
Adjusted EBITDA	\$ 163.0	\$ —
Adjusted EBITDA margin	43 %	—
Operating Metrics		
Number of events		
Premium live events	3	N/A
Televised events	27	N/A
Non-televised events	46	N/A
Total events	<u>76</u>	<u>N/A</u>
Location of events		
United States	66	N/A
International	10	N/A
Total events	<u>76</u>	<u>N/A</u>

Corporate

Corporate expenses relate largely to corporate activities, including information technology, facilities, legal, human resources, finance, accounting, treasury, investor relations, corporate communications, community relations and compensation to TKO's management and board of directors, which support both reportable segments. Corporate expenses also include service fees paid by the Company to Endeavor related to corporate activities as well as revenue generating activities under the Services Agreement.

The following table displays results for Corporate for the years ended December 31, 2023 and 2022:

	Year Ended December 31,	
	2023	2022
Adjusted EBITDA	\$ (109.6)	\$ (51.9)

Adjusted EBITDA for the year ended December 31, 2023 decreased by \$57.7 million, or 111%, compared to the year ended December 31, 2022. The acquisition of WWE contributed corporate expenses of \$31.7 million for the period from September 12, 2023 through December 31, 2023, primarily driven by the cost of personnel and other general and administrative expenses. The remaining decrease of \$26.0 million was driven by increases in cost of personnel, including TKO executive compensation following the Transactions, and other general and administrative expenses, including public company expenses following the Transactions.

NON-GAAP FINANCIAL MEASURES

Adjusted EBITDA is a non-GAAP financial measure and is defined as net income, excluding income taxes, net interest expense, depreciation and amortization, equity-based compensation, merger and acquisition costs, certain legal costs, restructuring, severance and impairment charges, and certain other items when applicable. Adjusted EBITDA margin is a non-GAAP financial measure defined as Adjusted EBITDA divided by Revenue.

TKO management believes that Adjusted EBITDA is useful to investors as it eliminates the significant level of non-cash depreciation and amortization expense that results from its capital investments and intangible assets, and improves comparability by eliminating the significant level of interest expense associated with TKO's debt facilities, as well as income taxes which may not be comparable with other companies based on TKO's tax and corporate structure.

Adjusted EBITDA and Adjusted EBITDA margin are used as the primary bases to evaluate TKO's consolidated operating performance.

Adjusted EBITDA and Adjusted EBITDA margin have limitations as analytical tools, and you should not consider them in isolation or as a substitute for analysis of TKO's results as reported under GAAP. Some of these limitations are:

- ☐ they do not reflect every cash expenditure, future requirements for capital expenditures, or contractual commitments;
- ☐ Adjusted EBITDA does not reflect the significant interest expense or the cash requirements necessary to service interest or principal payments on TKO's debt;
- ☐ although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced or require improvements in the future, and Adjusted EBITDA and Adjusted EBITDA margin do not reflect any cash requirement for such replacements or improvements; and
- ☐ they are not adjusted for all non-cash income or expense items that are reflected in TKO's statements of cash flows.

TKO management compensates for these limitations by using Adjusted EBITDA and Adjusted EBITDA margin along with other comparative tools, together with GAAP measurements, to assist in the evaluation of TKO's operating performance.

Adjusted EBITDA and Adjusted EBITDA margin should not be considered substitutes for the reported results prepared in accordance with GAAP and should not be considered in isolation or as alternatives to net income as indicators of TKO's financial performance, as measures of discretionary cash available to it to invest in the growth of its business or as measures of cash that will be available to TKO to meet its obligations. Although TKO uses Adjusted EBITDA and Adjusted EBITDA margin as financial measures to assess the performance of its business, such use is limited because it does not include certain material costs necessary to operate TKO's business. TKO's presentation of Adjusted EBITDA and Adjusted EBITDA margin should not be construed as indications that its future results will be unaffected by unusual or nonrecurring items. These non-GAAP financial measures, as determined and presented by TKO, may not be comparable to related or similarly titled measures reported by other companies. Set forth below are reconciliations of TKO's most directly comparable financial measures calculated in accordance with GAAP to these non-GAAP financial measures on a consolidated basis.

Adjusted EBITDA and Adjusted EBITDA Margin

	Year Ended December 31,	
	2023	2022
Reconciliation of Net Income to Adjusted EBITDA		
Net income	\$ 175.7	\$ 389.0
Provision for income taxes	31.5	14.3
Interest expense, net	239.0	139.6
Depreciation and amortization	164.6	60.0
Equity-based compensation expense (1)	57.1	23.7
Merger and acquisition costs (2)	83.8	—
Certain legal costs (3)	34.2	0.8
Restructuring, severance and impairment (4)	21.5	—
Other adjustments (5)	1.7	1.3
Total Adjusted EBITDA	<u>\$ 809.1</u>	<u>\$ 628.7</u>
Net income margin	10 %	34 %
Adjusted EBITDA margin	48 %	55 %

- (1) Equity-based compensation represents non-cash compensation expense for awards issued under Endeavor's 2021 Plan subsequent to its April 28, 2021 IPO, for the Replacement Awards and for awards issued under the 2023 Incentive Award Plan. For the year ended December 31, 2023, equity-based compensation includes \$19.9 million of expense associated with accelerated vesting of the Replacement Awards related to the workforce reduction of certain employees in the WWE segment and Corporate.
- (2) Includes certain costs of professional fees and bonuses related to the Transactions and payable contingent on the closing of the Transactions.
- (3) Includes costs related to certain litigation matters including antitrust matters for UFC and WWE, matters where Mr. McMahon has agreed to make future payments to certain counterparties personally and, for the year ended December 31, 2023, the settlement of a WWE antitrust matter for \$20.0 million.
- (4) Includes costs resulting from the Company's cost reduction program during the year ended December 31, 2023, as described in Note 17, *Restructuring Charges*, to our audited consolidated financial statements.
- (5) For the year ended December 31, 2023, other adjustments was comprised primarily of losses of \$1.4 million and \$1.1 million, respectively, on the disposal of assets and foreign exchange transactions. For the year ended December 31, 2022, other adjustments was comprised primarily of losses of \$1.3 million on foreign exchange transactions.

Liquidity and Capital Resources

Sources and Uses of Cash

Cash flows from operations are used to fund TKO's day-to-day operations, revenue-generating activities, and routine capital expenditures, as well as service its long-term debt.

Credit Facilities

As of December 31, 2023, there was outstanding an aggregate of \$2.7 billion of first lien term loans under a credit agreement dated August 18, 2016 (as amended and/or restated, the "Credit Agreement"), by and among Zuffa Guarantor, LLC, UFC Holdings, LLC, as borrower, the lenders party hereto and Goldman Sachs Bank USA, as Administrative Agent, which was entered into in connection with the acquisition of Zuffa by EGH in 2016. The facilities under the Credit Agreement consist of (i) a first lien secured term loan (the "First Lien Term Loan") and (ii) a secured revolving credit facility in an aggregate principal amount of \$205.0 million, letters of credit in an aggregate face amount not in excess of \$40.0 million and swingline loans in an aggregate principal amount not in excess of \$15.0 million (collectively, the "Revolving Credit Facility", and, together with the First Lien Term Loan, the "Credit Facilities"). The Credit Facilities are secured by liens on substantially all of the assets of Zuffa Guarantor, LLC, UFC Holdings, LLC and certain subsidiaries thereof.

Following a repricing under the Credit Facilities in January 2021, term loan borrowings under the Credit Facilities bore interest at a variable interest rate equal to either, at its option, adjusted LIBOR or the ABR plus, in each case, an applicable margin. LIBOR term loans accrue interest at a rate equal to an adjusted LIBOR plus 2.75%-3.00%, depending on the First Lien Leverage Ratio (as defined in the Credit Agreement), in each case with a LIBOR floor of 0.75%. ABR term loans accrue interest at a rate equal to (i) the highest of (a) the Federal Funds Effective Rate plus 0.5%, (b) the prime rate, (c) adjusted LIBOR for a one-month interest period plus 1.00% and (d) 1.75%, plus (ii) 1.75%-2.00%. In June 2023, the parties amended the terms of the First Lien Term Loan to replace the adjusted LIBOR reference rate with Term Secured Overnight Financing Rate ("SOFR") plus a credit spread adjustment (as defined in the Credit Agreement). The term loans under the Credit Facilities include 1% principal amortization payable in equal quarterly installments and mature on April 29, 2026. In December 2022, the Company repaid \$50.0 million of term loans under the Credit Facilities.

As of December 31, 2023, the Company had the option to borrow incremental term loans in an aggregate amount equal to at least \$455.0 million, subject to market demand, and may be able to borrow additional funds depending on its First Lien Leverage Ratio. The Credit Agreement includes certain mandatory prepayment provisions relating to, among other things, the incurrence of additional debt.

The Revolving Credit Facility has \$205.0 million of total borrowing capacity and letter of credit and swingline loan sub-limits of up to \$40.0 million and \$15.0 million, respectively. Revolving loan borrowings under the Credit Facilities bear interest at a variable interest rate equal to either, at TKO's option, adjusted LIBOR or ABR plus, in each case, an applicable margin. LIBOR revolving loans accrue interest at a rate equal to an adjusted LIBOR plus 3.50-4.00%, depending on the First Lien Leverage Ratio, in each case with a LIBOR floor of 0.00%. ABR revolving loans accrue interest at a rate equal to (i) the highest of (a) the Federal Funds Effective Rate plus 0.50%, (b) the prime rate, (c) adjusted LIBOR for a one-month interest period plus 1.00% and (d) 1.00%, plus (ii) 2.50-3.00%, depending on the First Lien Leverage Ratio. In April 2023, the parties amended the terms of the Revolving Credit Facility to replace adjusted LIBOR reference rate used for the facility with SOFR plus 2.75-3.00%. The Company pays a commitment fee of 0.25-0.50%, based on the First Lien Leverage Ratio and letter of credit fees of 0.125%.

In November 2023, the Company borrowed \$100.0 million under its Revolving Credit Facility to fund certain share repurchases that occurred during the fourth quarter of 2023. In December 2023, the Company fully repaid the \$100.0 million amount outstanding. As of December 31, 2023, the Company had no borrowings outstanding under the Revolving Credit Facility and no outstanding letters of credit. The Revolving Credit Facility matures on October 29, 2024.

The Revolving Credit Facility is subject to a financial covenant if greater than 35% of the borrowing capacity of the Revolving Credit Facility (excluding cash collateralized letters of credit and non-cash collateralized letters of credit of up to \$10.0 million) is utilized at the end of any fiscal quarter. This covenant was not applicable on December 31, 2023, as the Company had no borrowings outstanding under the Revolving Credit Facility.

The Credit Agreement contains certain restrictive covenants around indebtedness, liens, fundamental changes, guarantees, investments, asset sales and transactions with affiliates.

The borrower's obligations under the Credit Facilities are guaranteed by certain of TKO OpCo's indirect wholly owned domestic restricted subsidiaries, subject to certain exceptions.

Restrictions on Dividends

The Credit Agreement contains restrictions on TKO's ability to make distributions and other payments from the respective credit groups. These restrictions on dividends include exceptions for, among other things, (1) amounts necessary to make tax payments, (2) a limited annual amount for employee equity repurchases, (3) distributions required to fund certain parent entities, (4) other specific allowable situations and (5) a general restricted payment basket, which generally provides for no restrictions as long as the Total Leverage Ratio (as defined in the Credit Agreement) is less than 5.0x.

Other Debt

In October 2018, UFC entered into a \$28.0 million Loan Agreement and a \$12.0 million Loan Agreement in order to finance the purchase of a building and its adjacent land (the "Secured Commercial Loans"). The Secured Commercial Loans have identical terms except the \$28.0 million Loan Agreement is secured by a deed of trust for UFC's headquarters building and underlying land in Las Vegas and the \$12.0 million Loan Agreement is secured by a deed of trust for the acquired building and its adjacent land, also located in Las Vegas. The Secured Commercial Loans bear interest at a rate of LIBOR plus 1.62% (with a LIBOR floor of 0.88%). In May 2023, the parties amended the terms of the Secured Commercial Loans to replace the adjusted LIBOR reference rate with SOFR, and bear interest at a rate of SOFR plus 1.70%. Principal amortization of 4% is payable in monthly installments with any remaining balance payable on the final maturity date of November 1, 2028.

The applicable loan agreements each contain a financial covenant that requires UFC to maintain a Debt Service Coverage Ratio as defined in the applicable loan agreements of no more than 1.15-to-1 as measured on an annual basis (the "Secured Commercial Loan Covenant"). As of December 31, 2023, UFC was in compliance with the Secured Commercial Loan Covenant.

Cash Flows Overview

	Year Ended December 31,	
	2023	2022
(in millions)		
Net cash provided by operating activities	\$ 468.4	\$ 501.7
Net cash provided by (used in) investing activities	\$ 12.3	\$ (13.3)
Net cash used in financing activities	\$ (424.5)	\$ (1,181.4)

Operating activities decreased from \$501.7 million of cash provided in the year ended December 31, 2022 to \$468.4 million of cash provided in the year ended December 31, 2023. Cash provided in the year ended December 31, 2023 was primarily due to a decline in net income for the period of \$213.3 million, which included an increase in certain non-cash items, including depreciation and amortization of \$104.6 million and equity-based compensation of \$33.4 million, coupled with the increase in accounts payable and

accrued liabilities of \$18.5 million primarily due to the timing of events and incentive compensation. Cash provided in the year ended December 31, 2022 was primarily due to an increase in net income for the period of \$115.4 million, which included a decrease in certain non-cash items, including equity-based compensation of \$40.1 million, partially offset by the increase in accounts receivable of \$30.8 million and decrease in deferred revenue of \$18.8 million which were both driven by the timing of events and customer payments.

Investing activities increased from \$13.3 million of cash used in the year ended December 31, 2022 to \$12.3 million of cash provided in the year ended December 31, 2023. Cash provided in the year ended December 31, 2023 primarily reflects \$381.2 million of cash acquired from WWE as part of the Transactions partially offset by the payment of \$321.0 million of deferred compensation in the form of a dividend to former WWE shareholders. During the year ended December 31, 2023, the Company also made purchases of \$48.6 million related to payments for property, buildings and equipment. Cash used in the year ended December 31, 2022 primarily reflects payments for property, buildings and equipment.

Financing activities decreased from \$1,181.4 million of cash used in the year ended December 31, 2022 to \$424.5 million of cash used in the year ended December 31, 2023. Cash used in the year ended December 31, 2023 primarily reflects net distributions to Endeavor and subsidiaries of \$296.6 million, share repurchases of \$100.0 million of common stock and net payments on debt of \$33.4 million. Cash used in the year ended December 31, 2022 primarily reflects distributions to Endeavor and subsidiaries of \$1,095.9 million and net payments on debt of \$82.6 million.

Future Sources and Uses of Liquidity

TKO's sources of liquidity are (1) cash on hand, (2) cash flows from operations and (3) available borrowings under the Credit Facilities (which borrowings would be subject to certain restrictive covenants contained therein). Based on its current expectations, TKO believes that these sources of liquidity will be sufficient to fund its working capital requirements and to meet its commitments, including long-term debt service, for at least the next 12 months.

TKO expects that its primary liquidity needs will be cash to (1) provide capital to facilitate organic growth of its business, (2) pay operating expenses, including cash compensation to its employees, athletes and talent, (3) fund capital expenditures, (4) pay interest and principal when due on the Credit Facilities, (5) pay income taxes, (6) reduce its outstanding indebtedness under the Credit Facilities and (7) as may become applicable, make distributions to TKO stockholders, pursuant to the Company's dividend policy.

TKO expects to refinance the Credit Facilities prior to the maturity of the outstanding loans in 2026. It currently anticipates being able to secure funding for such refinancing at favorable terms; however, its ability to do so may be impacted by many factors, including TKO's growth and other factors specific to its business as well as macro-economic factors beyond its control.

Contractual Obligations, Commitments and Contingencies

The following table represents our contractual obligations as of December 31, 2023, aggregated by type:

<i>(in millions)</i>	2024	2025	2026	2027	2028	After 2028	Total
Long-term debt, principal payments (1)	\$ 32.6	\$ 32.6	\$ 2,668.4	\$ 1.6	\$ 25.4	\$ —	\$ 2,760.6
Long-term debt, interest payments (2)	235.3	230.7	113.5	1.3	1.0	—	581.8
Operating leases (3)	6.8	6.6	6.3	5.8	4.3	20.4	50.2
Finance leases (3) (4)	27.6	24.6	24.6	20.6	19.5	498.6	615.5
Service contracts and commitments (5)	134.8	133.5	95.9	72.5	73.1	125.0	634.8
Total commitments	<u>\$ 437.1</u>	<u>\$ 428.0</u>	<u>\$ 2,908.7</u>	<u>\$ 101.8</u>	<u>\$ 123.3</u>	<u>\$ 644.0</u>	<u>\$ 4,642.9</u>

- (1) The principal balance of certain debt is repaid on a quarterly basis, with the balance due at maturity. See Note 8, *Debt*, to our audited consolidated financial statements included elsewhere in this Annual Report for further detail.
- (2) Variable interest rate payments on our long-term debt are calculated based on the current interest rate as of December 31, 2023 and the scheduled maturity of the underlying loans.
- (3) Our operating and finance leases are primarily for office facilities and equipment. Certain of these leases contain provisions for rent escalations or lease concessions. The obligations disclosed in the table above are presented on an undiscounted basis. See Note 20, *Leases*, to our audited consolidated financial statements included elsewhere in this Annual Report for further detail.
- (4) Our finance lease payments include \$358.8 million related to options to extend WWE's global headquarters lease that are reasonably certain of being exercised.
- (5) See Note 21, *Commitments and Contingencies*, to our audited consolidated financial statements included elsewhere in this Annual Report for further detail.

Critical Accounting Estimates

The preparation of our consolidated financial statements requires us to make assumptions, estimates or judgments that affect the reported amounts of assets, liabilities, revenues and expenses. We base our estimates and judgments on historical experience and other assumptions that we believe are reasonable under the circumstances. These assumptions, estimates or judgments, however, are both subjective and subject to change, and actual results may differ from our assumptions and estimates.

We believe the following estimates related to certain of our critical accounting policies could potentially produce materially different results if we were to change underlying assumptions, estimates or judgments. See Note 2, *Summary of Significant Accounting Policies*, to our audited consolidated financial statements included in this Annual Report for a summary of our significant accounting policies.

Revenue Recognition

We have revenue recognition policies for our various operating segments that are appropriate to the circumstances of each business.

In accordance with ASC 606, Revenue from Contracts with Customers ("ASC 606"), revenue is recognized when control of the promised goods or services is transferred to the Company's customers either at a point in time or over time, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. ASC 606 requires additional disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and estimates, and changes in those estimates.

Arrangements with Multiple Performance Obligations

We have various types of contracts with multiple performance obligations, primarily consisting of multi-year sponsorship and media rights agreements. The transaction price in these types of contracts is allocated on a relative standalone selling price basis. We typically determine the standalone selling price of individual performance obligations based on management estimates, unless standalone selling prices are observable through past transactions. Estimates used to determine a performance obligation's standalone selling price impact the amount and timing of revenue recognized, but not the total amount of revenue to be recognized under the arrangement.

Principal versus Agent

We enter into many arrangements that require management to determine whether we are acting as a principal or an agent. This determination involves judgment and requires evaluation as to whether the Company controls the goods or services before they are transferred to the customer. As part of this analysis, the Company considers whether we are primarily responsible for fulfillment of the promise to provide the specified service, have inventory risk and have discretion in establishing prices. For events, this determination is primarily based on whether we own and control the event. For media rights distribution, this determination is primarily based on whether we have control over the media rights including inventory risk and setting pricing with customers. For re-billable expenses related to advertising and brand activation services, this determination is primarily based on whether we are responsible for fulfillment of the services to the customer. If our determinations were to change, the amounts of our revenue and operating expenses may be different.

Timing of Recognition

Media Rights and Content Revenue

Broadcast and streaming rights fees received from distributors of our live event and television programming, both domestic and internationally, are recorded when the live event or program has been delivered and is available for distribution. Certain of our media rights are typically sold in multi-year arrangements and are generally comprised of multiple performance obligations that involve the allocation of transaction price based on the relative standalone selling price of each performance obligation. TKO uses its estimate of standalone selling price to allocate transaction price. Any advance payments received from distributors are deferred upon collection and recognized into revenue as content is delivered.

We recognize revenue from PPV programming from live sporting events when the event is aired. PPV programming is distributed through cable, satellite and digital providers. UFC and WWE receive a fixed license fee for its domestic residential PPV programming under a long-term contract. For UFC and WWE's international and commercial PPV, the amount of revenue recognized is based upon management's initial estimate of variable consideration related to the number of buys achieved. This initial estimate is based on preliminary buy information received from certain PPV distributors and is subject to adjustment as new information regarding the number of buys is received, which is generally up to 120 days subsequent to the live event. If our estimates of buys achieved were to change, the timing and amount of its revenue may be different.

UFC owns and operates its own over-the-top ("OTT") platform UFC FIGHT PASS that engages customers through a subscription based model. Subscriptions are offered to customers for one-month, six-month and 12-month access to UFC FIGHT PASS. WWE distributes content through its platform WWE Network, which collects licensing fees from distribution partners and collects monthly subscription fees. Subscription revenue for UFC FIGHT PASS and WWE Network is recognized ratably over each paid monthly membership period and revenue is deferred for subscriptions paid in advance until earned.

Live Event Revenue

Live event revenue is generally recognized at the time that an event occurs. Advance ticket and VIP package sales are recorded as deferred revenue pending the event date.

Sponsorship Revenue

Customer contracts for advertising and sponsorship rights are generally comprised of multiple performance obligations that involve the allocation of the arrangement consideration to the underlying deliverables based upon their standalone selling price. We use an adjusted market assessment approach as our estimate of standalone selling price to allocate arrangement consideration as the performance obligations under customer contracts are infrequently sold on a standalone basis either by UFC, WWE or other third parties. After allocating revenue to each performance obligation, we recognize sponsorship revenue when the promotional service is delivered. If our estimates of standalone selling prices were to change, the timing and amount of our revenue may be different.

Licensing Revenue

Licensing revenue relates to royalties earned from sales of licensed merchandise and digital products. The nature of the licensing arrangements is typically symbolic intellectual property, inclusive of logos, trade names, and trademarks related to merchandise sales. Many licensing agreements include minimum guarantees, which set forth the minimum royalty to be paid during a given contract year. We will recognize the minimum guarantee revenue ratably over its related royalties' contract period until such point that it is more likely than not that the total revenue during the royalty period will exceed the minimum royalty. If during the royalty period, management determines that total revenue will exceed the minimum royalty, the revenue recognized during each reporting period will reflect royalties earned on the underlying product sales. For licensing agreements without minimum guarantees, we recognize revenue related to the sales or usage of the underlying symbolic intellectual property over time as the sales or usage occurs. The amount of revenue recognized is based on either statements received or management's best estimate of sales or usage in a period, if statements are received on a lag. If our estimates and judgments were to change, the timing and amount of revenue recognized may be different.

Goodwill

Goodwill is tested annually as of October 1 for impairment and at any time upon the occurrence of certain events or substantive changes in circumstances that indicate the carrying amount of goodwill may not be recoverable. We perform our goodwill impairment test at the reporting unit level, which is one level below the operating segment level. We have two operating and reportable segments, consistent with the way management makes decisions and allocates resources to the business.

We have the option to perform a qualitative assessment to determine if an impairment is more likely than not to have occurred. A qualitative assessment includes, but is not limited to, consideration of the results of our most recent quantitative impairment test, consideration of macroeconomic conditions, and industry and market conditions. If we can support the conclusion that it is "not more likely than not" that the fair value of a reporting unit is less than its carrying amount under the qualitative assessment, we would not need to perform the quantitative impairment test for that reporting unit.

If we cannot support such a conclusion or we do not elect to perform the qualitative assessment then we must perform the quantitative impairment test. The first step of the goodwill impairment test is used to identify potential impairment by comparing the fair value of a reporting unit with its carrying amount, including goodwill. To determine the fair value of our reporting units, we generally use a present value technique (discounted cash flows) corroborated by market multiples when available and as appropriate. We apply what we believe to be the most appropriate valuation methodology for each of our reporting units. We believe our estimates of fair value are consistent with how a marketplace participant would value our reporting units.

The discounted cash flow analyses are sensitive to our estimates of future revenue growth and margins for these businesses along with discount rates. Our long-term cash flow projections are estimates and inherently subject to uncertainty, particularly during periods of adverse economic conditions. Significant estimates and assumptions specific to each reporting unit include revenue growth, profit margins, terminal value growth rates, discount rates and other assumptions deemed reasonable by management. Where a market approach is utilized, we use judgment in identifying the relevant comparable-company market multiples. These estimates and assumptions may vary between each reporting unit depending on the facts and circumstances specific to that unit. If we had established different reporting units or utilized different valuation methodologies or assumptions, the impairment test results could differ.

If the carrying amount of a reporting unit exceeds its fair value, such excess is recognized as an impairment. For the year ended December 31, 2023, our annual impairment test resulted in no impairment charges.

We believe that the estimates and assumptions we made in our quantitative analysis are reasonable, but they are susceptible to change from period to period. Actual results of operations, cash flows and other factors will likely differ from the estimates used in our valuation, and it is possible that differences and changes could be material. A deterioration in profitability, adverse market conditions, significant customer losses, changes in spending levels of our existing customers or a different economic outlook than currently estimated by management could have a significant impact on the estimated fair value of our reporting units and could result in an impairment charge in the future.

Intangible Assets

For finite-lived intangible assets that are amortized, we evaluate assets for recoverability when there is an indication of potential impairment or when the useful lives are no longer appropriate. If the estimated undiscounted future cash flows from a group of assets being evaluated is less than the carrying value of that group of assets, an impairment would be measured as the difference between the fair value of the group's long-lived assets and the carrying value of the group's long-lived assets. We define an asset group by identifying the lowest level of cash flows generated by a group of assets that are largely independent of the cash flows of other assets. If identified, the impairment is allocated to the long-lived assets of the group on a pro rata basis using the relative carrying amounts, but only to the extent the carrying value of each asset is above its fair value.

Determining whether a long-lived asset is impaired requires various estimates and assumptions, including whether a triggering event has occurred, the identification of the asset groups, estimates of future cash flows and the discount rate used to determine fair values. If we had established different asset groups or utilized different valuation methodologies or assumptions, the impairment test results could differ, and we could be required to record impairment charges.

Equity-Based Compensation

We grant equity awards to certain executives, employees and service providers, which may be in the form of various equity-based awards such as restricted stock, restricted stock units and stock options.

We record compensation costs related to our equity awards issued to executives and other employees based on the grant date fair value of the award. Compensation cost for time-based awards is recognized ratably over the applicable vesting period and compensation cost for awards with a performance condition is reassessed each period and recognized based upon the probability that the performance conditions will be achieved. The awards with a performance condition are expensed when the achievement of performance conditions is probable. Compensation cost for performance-based awards with a market condition is recognized regardless of the number of units that vest based on the market condition and is recognized on straight-line basis over the estimated service period, with each tranche separately measured. Compensation expense is not reversed even if the market condition is not satisfied.

Replacement Awards

Pursuant to the Transaction Agreement, the Company converted each WWE equity award of restricted stock units ("RSUs") and performance stock units ("PSUs") held by WWE directors, officers and employees into TKO RSUs and PSUs of equal value and vesting conditions (with such performance-vesting conditions equitably adjusted), respectively (the "Replacement Awards"). The value of the Replacement Awards was determined using the closing price of WWE Class A common stock, par value \$0.01 per share ("WWE Class A common stock"), on the day immediately preceding the closing of the Transactions. The portion of the Replacement Awards issued in connection with the Transactions that was associated with services rendered prior to the date of the Transactions was included in the total consideration transferred.

With regards to the remaining unvested portion of the Replacement Awards, equity-based compensation costs of RSUs are recognized over the total remaining service period on a straight-line basis with forfeitures recognized as they occur. RSUs have a service requirement and generally vest in equal annual installments over a three-year period. Unvested RSUs accrue dividend equivalents at the same rate as are paid on shares of Class A common stock. The dividend equivalents are subject to the same vesting schedule as the underlying RSUs.

PSUs, which are subject to certain performance conditions and have a service requirement, generally vest in equal installments over a three-year period. Until such time as the performance conditions are met, stock compensation costs associated with these PSUs are re-measured each reporting period based upon the fair market value of the Company's common stock and the estimated performance attainment on the reporting date. The ultimate number of PSUs that are issued to an employee is the result of the actual performance of the Company at the end of the performance period compared to the performance conditions. Compensation costs for PSUs are recognized using a graded-vesting attribution method over the vesting period based upon the probability that the performance conditions will be achieved, with forfeitures recognized as they occur. Unvested PSUs accrue dividend equivalents once the performance conditions are

met at the same rate as are paid on shares of Class A common stock. The dividend equivalents are subject to the same vesting schedule as the underlying PSUs.

We estimate the fair value of stock options using an option-pricing model, which requires us to make certain estimates and assumptions, such as:

- Expected term – The expected term represents the period that our awards are expected to be outstanding, giving considerations to vesting schedules and expiration dates (if applicable). We use the simplified method for estimating the expected term of the stock options.
- Expected volatility – As we do not have a sufficient public market trading history, the expected volatility is estimated based on the historical volatility of public companies that are deemed to be comparable to us over the expected term of the award. Industry peers consist of several public companies in our industry which are either similar in size, stage of life cycle or financial leverage.
- Risk-Free Interest Rate – We base the risk-free interest rate on the U.S. Treasury yield curve in effect at the time the awards are granted.
- Expected Dividends – We do not anticipate paying any cash dividends in the foreseeable future and therefore use an expected dividend yield of zero.

The assumptions used in our option-pricing model represent management's best estimates. These estimates involve inherent uncertainties and the application of management's judgment. If factors change and different assumptions are used, our equity-based compensation expense could be materially different in the future.

Income Taxes

TKO Group Holdings, Inc. was incorporated as a Delaware corporation in March 2023. As the sole managing member of TKO OpCo, TKO Group Holdings, Inc. operates and controls all the business and affairs of UFC and WWE. TKO Group Holdings, Inc. is subject to corporate income taxes on its share of taxable income of TKO OpCo. TKO OpCo is treated as a partnership for U.S. federal income tax purposes and is therefore generally not subject to U.S. corporate income tax, other than entity-level income taxes in certain U.S. state and local jurisdictions. TKO OpCo's foreign subsidiaries are subject to entity-level taxes, and TKO OpCo's U.S. subsidiaries are subject to foreign withholding taxes on sales in certain foreign jurisdictions which are included as a component of foreign current taxes.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Significant factors considered by us in estimating the probability of the realization of deferred tax assets include expectations of future earnings and taxable income, as well as application of tax laws in the jurisdictions in which we operate. A valuation allowance is provided when we determine that it is "more likely than not" that a portion of a deferred tax asset will not be realized. Our deferred tax positions may change if our estimates regarding future realization of deferred tax assets were to change.

A minimum probability threshold for a tax position must be met before a financial statement benefit is recognized. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The tax benefits ultimately realized by us may differ from those recognized in our financial statements based on a number of factors, including our decision to settle rather than litigate a matter, relevant legal precedent related to similar matters and our success in supporting its filing positions with taxing authorities.

We recognize interest and penalties related to unrecognized tax benefits on the income tax expense line in the consolidated statements of operations. Accrued interest and penalties are included in the related tax liability line in the consolidated balance sheet.

Consolidation

We typically consolidate entities in which we own more than 50% of the voting common stock and control operations, as well as variable interest entities ("VIE") for which we are deemed the primary beneficiary.

Evaluating whether an entity in which we have a variable interest is a VIE and whether we are the primary beneficiary requires management to make significant judgments involving evaluating the fair value and capitalization of the investee along with the most significant activities of the entity and the party that has power over those activities.

Business Combinations

We account for our business combinations under the acquisition method of accounting. Identifiable assets acquired, liabilities assumed and any non-controlling interest in the acquiree are recognized and measured as of the acquisition date at fair value. Additionally, contingent consideration is recorded at fair value on the acquisition date and classified as a liability. Goodwill is recognized to the extent by which the aggregate of the acquisition-date fair value of the consideration transferred and any non-controlling interest in the acquiree exceeds the recognized basis of the identifiable assets acquired, net of assumed liabilities. Determining the fair value of assets acquired, liabilities assumed and non-controlling interest requires management's judgment and often involves the use of significant estimates and assumptions, including assumptions with respect to future cash flows, discount rates and asset lives, among other items. During the measurement period, which may be up to one year from the acquisition date, we may record adjustments, in the period in which they are determined, to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recognized in the consolidated statements of operations.

Non-Controlling Interests

Non-controlling interests in consolidated subsidiaries represent the component of common equity in consolidated subsidiaries held by third parties. Non-controlling interests with redemption features, such as put options, that are redeemable outside of our control are considered redeemable non-controlling interests and are classified as temporary equity on the consolidated balance sheet. Redeemable non-controlling interests are recorded at the greater of carrying value, which is adjusted for the non-controlling interests' share of net income or loss, or estimated redemption value at each reporting period. Estimating the fair value or other redemption value requires management to make significant estimates and assumptions specific to each non-controlling interest including revenue growth, profit margins, terminal value growth rates, discount rates under the income approach and other assumptions such as market multiples for comparable companies. These estimates and assumptions may vary between each redeemable non-controlling interest depending on the facts and circumstances specific to that consolidated subsidiary.

Recent Accounting Pronouncements

See Note 3, *Recent Accounting Pronouncements*, to our audited consolidated financial statements included in this Annual Report for further information on certain accounting standards that have been recently adopted or that have not yet been required to be implemented and may be applicable to our future operations.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

TKO is exposed to market risks in the ordinary course of its business. Market risk represents the risk of loss that may impact TKO's financial position due to adverse changes in financial market prices and rates.

Interest Rate Risk

Our exposure to changes in interest rates relates primarily to the floating interest component on our long-term debt. The Credit Facilities bear interest at floating rates and we regularly monitor and manage interest rate risks. Holding debt levels constant as of December 31, 2023, a 1% increase in the effective interest rates would have increased our annual interest expense by approximately \$27 million.

Foreign Currency Risk

We have operations in several countries outside of the United States, and certain of our operations are conducted in foreign currencies, principally the British Pound and the Brazilian Real. The value of these currencies fluctuates relative to the U.S. dollar. These changes could adversely affect the U.S. dollar equivalent of TKO's non-U.S. dollar revenue and operating costs and expenses and reduce international demand for its content and services, all of which could negatively affect TKO's business, financial condition and results of operations in a given period or in specific territories.

Holding other variables constant (such as interest rates and debt levels), if the U.S. dollar appreciated by 10% against the foreign currencies used by TKO's operations in the year ended December 31, 2023, revenues would have decreased by approximately \$7.3 million and operating income would have decreased by approximately \$0.3 million.

We regularly review our foreign exchange exposures that may have a material impact on our business and from time to time use foreign currency forward exchange contracts or other derivative financial instruments to hedge the effects of potential adverse fluctuations in foreign currency exchange rates arising from these exposures. TKO does not enter into foreign exchange contracts or other derivatives for speculative purposes.

Credit Risk

TKO maintains its cash and cash equivalents with various major banks and other high quality financial institutions, and its deposits at these institutions exceed insured limits. Market conditions can impact the viability of these institutions and the failure of any of the financial institutions where we maintain our cash and cash equivalents or any inability to access or delays in our ability to access our funds could adversely affect our business and financial position.

Item 8. Financial Statements and Supplementary Data

The Financial Statements required by this Item 8 appear beginning on page F-1 of this Annual Report and are incorporated by reference herein.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Limitations on Effectiveness of Controls and Procedures

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

Evaluation of Disclosure Controls and Procedures

The Company's management has evaluated, with the participation of the Chief Executive Officer and the Chief Financial Officer, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Annual Report. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2023.

Management's Annual Report on Internal Control Over Financial Reporting

This Annual Report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of the company's registered public accounting firm due to a transition period established by rules of the Securities and Exchange Commission for newly public companies.

Changes in Internal Control over Financial Reporting

The Transactions resulted in changes in the Company's internal controls over financial reporting. The Company is continuing in its design and integration of policies, processes, technology, and other components of internal controls over financial reporting. Management will monitor the implementation of new controls and test the operating effectiveness when instances are available in future periods.

Item 9B. Other Information

(a)

We are reporting the following information in lieu of reporting on a Current Report on Form 8-K under Item 7.01 Regulation FD Disclosure or Item 8.01 Other Events.

On February 22, 2024, following Vincent McMahon's resignation from the position of Executive Chair of the Board in January 2024, the Board appointed Ariel Emanuel, the Company's Chief Executive Officer, as Executive Chair of the Board. In addition, the independent directors of the Board established the position of Lead Independent Director and appointed Steven R. Koonin to serve in such role. Both appointments became effective as of February 22, 2024.

(b) During the three months ended December 31, 2023, the following directors and "officers" (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted, modified or terminated a "Rule 10b5-1 trading arrangement" and/or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

On November 14, 2023, each of: Mark Shapiro, President, Chief Operating Officer and member of the Board; Nick Khan, member of the Board; Andrew Schleimer, Chief Financial Officer; Seth Krauss, Chief Legal and Administrative Officer; and Shane Kapral,

Chief Accounting Officer, entered into a Rule 10b5-1 trading arrangement, which is a sell-to-cover instruction letter that provides for sales of a number of shares of Class A common stock as is necessary to cover tax withholding obligations incurred in connection with the vesting or settlement of restricted stock units, performance stock units or restricted stock previously granted or that could in the future be granted under the Company's 2023 Incentive Award Plan and, if applicable, the WWE 2016 Omnibus Incentive Plan, including under any successor plan (collectively, the "Sell-to-Cover 10b5-1 Instructions"). Each person's Sell-to-Cover 10b5-1 Instruction will remain in effect so long as taxes are required to be paid upon the vesting or settlement of restricted stock units, performance stock units or restricted stock awarded or to be awarded to such person, unless such person's instruction letter is earlier terminated. The total number of Class A shares that may be sold pursuant to each person's Sell-to-Cover 10b5-1 Instruction is not determinable. During the three months ended December 31, 2023, no shares of Class A common stock were sold pursuant to any person's Sell-to-Cover 10b5-1 Instruction.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Executive Officers and Directors

Set forth below are the names, ages and positions of each of the individuals who serve as our directors and executive officers as of February 27, 2024.

Name	Age	Title
Ariel Emanuel	62	Director, Executive Chair and Chief Executive Officer
Mark Shapiro	54	Director, President and Chief Operating Officer
Peter C.B. Bynoe	72	Director
Egon P. Durban	50	Director
Dwayne Johnson	51	Director
Bradley A. Keywell	54	Director
Nick Khan	49	Director
Steven R. Koonin	66	Director
Jonathan A. Kraft	59	Director
Sonya E. Medina	48	Director
Nancy R. Tellem	71	Director
Carrie Wheeler	52	Director
Andrew Schleimer	46	Chief Financial Officer
Seth Krauss	53	Chief Legal and Administrative Officer

Ariel Emanuel became the Chief Executive Officer and a director of TKO Group Holdings on September 12, 2023 and was appointed Executive Chair in February 2024. Mr. Emanuel has served as Chief Executive Officer of Endeavor since October 2017. He has also served as a director of Endeavor since June 2009. He previously served as the Co-Chief Executive Officer of Endeavor since July 2014, and as Co-Chief Executive Officer of William Morris Endeavor Entertainment, LLC since 2009. Mr. Emanuel previously served on the board of directors of ContextLogic Inc. (d/b/a Wish) (Nasdaq) and Live Nation Entertainment, Inc. (NYSE). Mr. Emanuel is a graduate of Macalester College. We believe that Mr. Emanuel is qualified to serve on our Board because of his extensive experience in the sports, media and live entertainment industries as well as his previous experience with the Endeavor and UFC businesses.

Mark Shapiro is the President and Chief Operating Officer of TKO Group Holdings and became a director of TKO Group Holdings on September 12, 2023. He has served as President and Chief Operating Officer of Endeavor since April 2023 and as President of Endeavor since December 2018. He previously served as the Co-President of Endeavor from November 2016 to December 2018 and as Chief Content Officer of Endeavor from September 2014 to November 2016. Prior to that, Mr. Shapiro served in various executive positions at Dick Clark Productions from May 2010 to September 2014, including as Chief Executive Officer and as Executive Producer. From February 2006 through May 2010, he served as a Director, President and Chief Executive Officer of Six Flags Entertainment Corporation (NYSE) and worked for ESPN as Senior Vice President, and later Executive Vice President of Programming and Production from 2002 to May 2005. Mr. Shapiro currently serves as a member of the board of trustees of Equity Residential (NYSE) and as the Chairman of Captivate Network. Mr. Shapiro previously served as a member of the board of directors of Live Nation Entertainment, Inc. (NYSE), Frontier Communications Corporation (Nasdaq), Papa Johns International, Inc. (Nasdaq) and Bright Lights Acquisition Corp., formerly a public special purpose acquisition company. Mr. Shapiro is a graduate of University of Iowa. We believe that Mr. Shapiro is qualified to serve on our Board because of his extensive experience in the sports, media and entertainment industries and his prior service on public company boards.

Peter C.B. Bynoe became a director of TKO Group Holdings on September 12, 2023. Mr. Bynoe has served in multiple roles, including as Senior Advisor and Equity Partner, at DLA Piper LLP (US), a global law firm, since March 1995. He previously served as Managing Director of Equity Group Investments, L.L.C. from September 2013 to December 2019 and as Managing Partner of the NBA's Denver Nuggets from November 1989 to September 1992. Mr. Bynoe was a Partner and COO of Loop Capital Markets, an international investment banking firm, from January 2009 through August 2013. Mr. Bynoe has served on the board of directors of Flagship Communities Real Estate Investment Trust since October 2020, Ardent Health Services, LLC since November 2015, Rush University Medical Center since November 1993, and the Goodman Theatre since March 1984. He previously served on the board of directors of Frontier Communications, Inc. (Nasdaq) from August 2007 to April 2021, Covanta Holding Corp. (NYSE) from June 2004 to January 2021, and Real Industry, Inc. (Nasdaq) from July 2013 to May 2018. Mr. Bynoe currently serves as the Chairman and a member of the Nominating, Corporate Governance and Compensation Committee of Flagship Communities Real Estate Investment Trust since October 2020. Mr. Bynoe graduated with a Bachelor of Arts from Harvard College, a Juris Doctor from Harvard Law School and a Master of Business Administration from Harvard Business School. We believe that Mr. Bynoe is qualified to serve on our Board because of his extensive business, legal and public policy expertise.

Egon P. Durban became a director of TKO Group Holdings on September 12, 2023. Mr. Durban has served as Co-Chief Executive Officer of Silver Lake, a global technology investment firm, since December 2019. Mr. Durban joined Silver Lake in 1999 as a founding principal and is based in the firm's Menlo Park office. He serves on the boards of directors of Endeavor Group Holdings, Inc. (NYSE), City Football Group, Dell Technologies Inc. (NYSE), Group 42, Motorola Solutions, Inc. (NYSE), Qualtrics, Unity Software Inc. (NYSE), Verily, and Waymo. Previously, he served on the board of VMware, Inc. (NYSE), served on the board of Skype, and was Chairman of its operating committee, served on the supervisory board and operating committee of NXP, and served on the boards of MultiPlan, Pivotal Software, Inc. (NYSE), SecureWorks Corp. (Nasdaq) and Twitter Inc. (NYSE). Prior to Silver Lake, Mr. Durban worked in Morgan Stanley's Investment Banking Division. Mr. Durban graduated from Georgetown University with a B.S.B.A. in Finance. We believe that Mr. Durban is qualified to serve on our Board because of his strong experience in technology and finance, and his extensive knowledge of and years of experience in global strategic leadership and management of multiple companies.

Dwayne Johnson (also known by his stage name "The Rock") became a director of TKO Group Holdings on January 23, 2024. Mr. Johnson is an actor, film producer, entrepreneur and retired professional wrestler. Mr. Johnson started his career as a third-generation professional wrestler for World Wrestling Entertainment (f/k/a World Wrestling Federation) from 1996 until 2004. During that period, Mr. Johnson won multiple WWE titles and was instrumental to the success of the sport. Mr. Johnson's success as a professional wrestler led to a career as an actor, producer and entrepreneur. Mr. Johnson develops, produces and stars in all forms of entertainment content via his production company, Seven Bucks Productions, LLC, which he co-founded in 2012. In addition to Seven Bucks Productions, LLC, Mr. Johnson has co-founded multiple business ventures, including ZOA Energy, LLC, an energy drink company, in partnership with Molson Coors, and Siete Bucks Spirits LLC, the liquor company that produces the premium tequila brand Teremana, in partnership with Mast-Jägermeister. In 2020, Mr. Johnson co-led a consortium to acquire the XFL, a professional American football league, which re-launched in 2023 and recently combined with the USFL to become the United Football League. Mr. Johnson also maintains several brand partnerships, including a partnership with Under Armour, Inc. pursuant to which Mr. Johnson has developed a line of fitness apparel under the "Project Rock" brand. In 2016 and 2019, Mr. Johnson was named by Time Magazine as one of the world's most influential people. Mr. Johnson graduated from the University of Miami with a Bachelor of General Studies. Mr. Johnson is represented by talent agency William Morris Endeavor, an affiliate of TKO. We believe that Mr. Johnson is qualified to serve on our Board because of his extensive sports, media and entertainment experience, his background as an entrepreneur, and his deep familiarity with the WWE business.

Bradley A. Keywell became a director of TKO Group Holdings on January 23, 2024. Mr. Keywell is the founder of Uptake Technologies, Inc., an artificial intelligence software company that provides actionable insight to industrial operators, where he has served as Executive Chairman since 2015 and, from 2015 through 2019, was its Chief Executive Officer. Mr. Keywell is also the founder of SkillHero Corp., a workforce technology company focused on skilled trades and vocational training, where he has served as Executive Chairman and Chief Executive Officer since its inception in 2023. He is the founder of 1+1 Ventures, the business incubation, growth capital investment, and acquisition entity born out of Mr. Keywell's family office. Mr. Keywell is a co-founder of Lightbank, an umbrella company for several venture capital and growth capital investing entities and, from 2012 through 2020, was a co-Managing Director. Mr. Keywell has founded or co-founded several other companies, including MediaOcean LLC (f/k/a MediaBank), a provider of integrated media procurement technology, where he served as the founding Chief Executive Officer, Echo Global Logistics, Inc. (Nasdaq: ECHO), where he served as founding Chief Executive Officer and was Chairman of the Board of Directors, and Groupon, Inc. (Nasdaq: GRPN), where he also served on its board of directors. In 2019, he was globally honored as the EY World Entrepreneur of the Year and was previously awarded the overall EY Entrepreneur of the Year in the United States. He was also named to the Technology Pioneer council by the World Economic Forum and was inducted into the Chicago Innovation Hall of Fame. Mr. Keywell is an Adjunct Professor at the University of Chicago Booth School of Business. Mr. Keywell graduated from the University of Michigan Ross School of Business with a B.B.A. degree, and received a J.D. degree from the University of Michigan Law School. We believe that Mr. Keywell is qualified to serve on our Board because of his extensive executive leadership experience and his background in technology innovation.

Nick Khan became a director of TKO Group Holdings on September 12, 2023. Mr. Khan served as Chief Executive Officer of WWE from January 2023 to September 2023. He previously served as one of WWE's Co-CEOs from July 2022 to January 2023 and President & Chief Revenue Officer from August 2020 to July 2022. Mr. Khan also previously served as the Co-Head of the Television

Department for Creative Artists Agency LLC (CAA) from 2012 until 2020. Prior to that, Mr. Khan, a former practicing attorney, transitioned to International Creative Management (ICM) in 2006 where he launched their Sports Media department. Mr. Khan is a graduate of the University of Nevada, Las Vegas. We believe that Mr. Khan is qualified to serve on our Board because of his previous experience with the WWE business and his extensive experience in sports broadcasting, media and entertainment.

Steven R. Koonin became a director of TKO Group Holdings on September 12, 2023 and was appointed Lead Independent Director in February 2024. He has served as Chief Executive Officer of the Atlanta Hawks, LLC since April 2014. He has served on the board of directors of the Atlanta Police Foundation Inc since June 2021, the Metropolitan Atlanta Chamber of Commerce Inc since June 2014 and the Georgia Aquarium Inc (currently serving as Chairman) since June 2004. He also served on the board of directors of Rubicon Technologies, Inc. (NYSE) from December 2012 to June 2022 and GameStop Corp. (NYSE) from May 2007 to May 2020. Mr. Koonin previously served as a member of the Nominating and Corporate Governance Committee of WWE from July 2022 to September 2023 and the Compensation Committee of WWE (currently serving as Chairman) from June 2021 to September 2023. Mr. Koonin graduated with a Bachelor of Science in Marketing from the University of Georgia. We believe that Mr. Koonin is qualified to serve on our Board because of his extensive executive leadership experience with media entertainment and consumer brands.

Jonathan A. Kraft became a director of TKO Group Holdings on September 12, 2023. He has served as President of the Kraft Group LLC since July 1995. He currently serves on the board of directors for the Kraft Group and various of its affiliated companies since July 1990. Mr. Kraft also serves on the board of directors for the Paper & Packaging Board since January 2019, Mass General Brigham Incorporated since January 2017, Dexter Southfield Board of Trustees since June 2016, Harvard Business School's Board of Advisors since June 2013, Massachusetts General Hospital (Mass General) since 2010 (currently serving as Chair), Williams College Investment Committee since October 2006 and Belmont Hill School Board of Trustees since June 2003. Mr. Kraft graduated with a Bachelor of Arts in History from Williams College and a Master of Business Administration from Harvard Business School. We believe that Mr. Kraft is qualified to serve on our Board because of his experience as a director on the boards of a vast array of companies.

Sonya E. Medina became a director of TKO Group Holdings on September 12, 2023. Ms. Medina serves as the President and Chief Executive Officer of Reach Resilience, a position held since May 2022. In addition, Ms. Medina has served as a co-founder of Greenlight Growth Capital, LLC since January 2022, and as an independent consultant since July 2013. Previously, Ms. Medina served as the Vice President of Community & External Affairs at Silver Eagle Distributors (distributor of Anheuser Busch & Grupo Modelo products) from January 2009 to June 2013, Director of the AT&T Global Foundation from September 2006 to February 2008 and a White House commissioned officer in the capacity of Deputy Assistant to the President for Domestic Policy and Director of Projects to the First Lady from January 2001 to August 2006 and from February 2008 to November 2008. She has also served on the board of directors for Delta Apparel, Inc (NYSE) since April 2022, the Texas Tribune since April 2022, Texas 2036 since April 2022, Spurs Give since April 2021, Teach for Uganda since May 2018 and Papa Johns International, Inc. (Nasdaq) since October 2015. Ms. Medina also currently serves as a member of the Compensation and Nominating and Governance committees of Papa Johns International, Inc. (Nasdaq) since May 2018 and September 2015, respectively, as well as the Audit and Governance committees of Delta Apparel, Inc (NYSE) since April 2022. Ms. Medina earned a Bachelor of Science degree from Texas A&M University and a Masters of Public Health degree from Columbia University. We believe that Ms. Medina is qualified to serve on our Board because of her extensive experience as a director of public companies and corporate social responsibility, social impact, and brand management acumen.

Nancy R. Tellem became a director of TKO Group Holdings on September 12, 2023. She has served as the Executive Chairperson and Chief Media Officer of Eko (f/k/a Interlude US, Inc.), a media network company since 2015. She previously served as President of Xbox Entertainment Studios from September 2012 through October 2014. Prior to that, she served as President of CBS Television Entertainment Group from May 1998 through June 2010. Ms. Tellem holds board and advisory positions including Eko, LeagueApps, ALLCITY Network since January 2022, BasBlue, Inc. since October 2021, Rocket Companies, Inc. since July 2020 and Sipur Studios, and is a board member of Cranbrook Art Academy and Museum, the Detroit Symphony Orchestra and the Detroit Riverfront Conservancy. She also is a director of Gores Guggenheim, Inc. and UTA Acquisition Corporation (Nasdaq). Ms. Tellem earned a bachelor's degree from University of California, Berkeley, and a J.D. degree from UC Hastings College of the Law. We believe that Ms. Tellem is qualified to serve on our Board because of her significant business and management expertise in the entertainment industry.

Carrie Wheeler became a director of TKO Group Holdings on September 12, 2023. She has served as Chief Executive Officer and a board member of Opendoor Technologies Inc. (Nasdaq) since December 2022, where she also served as Chief Financial Officer from September 2020 to December 2022. Ms. Wheeler also previously served as a member of Opendoor's board of directors from October 2019 to September 2020. From 1996 to 2017, Ms. Wheeler was with TPG Global, a global private equity firm, including as a Partner and Head of Consumer / Retail Investing. Ms. Wheeler currently serves on the board of directors and on the audit committee of APi Group Corporation (NYSE), a global provider of safety and specialty services, since October 2019. She previously served on the board and audit committee of Dollar Tree, Inc. (Nasdaq) from March 2019 to March 2022. Ms. Wheeler has also served on a number of other corporate boards, including J. Crew Group, Inc. from 2010 to 2018, Neiman Marcus Group from 2005 to 2013 and Petco Animal Supplies from 2006 to 2015. Ms. Wheeler received her Bachelor of Commerce with Honors degree from Queen's University in Canada. We believe that Ms. Wheeler is qualified to serve on our Board because of her extensive executive and board experience.

Andrew Schleimer is the Chief Financial Officer of TKO Group Holdings. He is also the Chief Financial Officer of UFC, a position in which he has served since September 2016. He also served as Deputy Chief Financial Officer of Endeavor from February 2021 to September 2023. From July 2014 to September 2016, Mr. Schleimer served as the Executive Vice President & Chief Financial Officer of Digital Turbine, Inc. (Nasdaq), a provider of end-to-end solutions for mobile technology companies to enable advertising and monetization functions. From October 2012 to July 2014, Mr. Schleimer served as an advisor and advisory board member of Digital Turbine, Inc. (formerly known as Mandalay Digital Group). From September 2010 to October 2012, Mr. Schleimer served as the Executive Vice President of Strategic Development of Dick Clark Productions. From January 2006 to July 2010, Mr. Schleimer served as the Executive Vice President of Strategy Development & In-Park Services for Six Flags Entertainment Corporation (NYSE). Mr. Schleimer began his career in investment banking at UBS Financial Services as part of the M&A group, with a particular focus on media and entertainment. Mr. Schleimer graduated from Cornell University with a Bachelor of Science in Hotel and Restaurant Management, with a focus on real estate finance.

Seth Krauss is the Chief Legal and Administrative Officer of TKO Group Holdings. He has also served as Chief Administrative & Senior Counsel to the Board of Directors and Senior Management of Endeavor, a position he has held since January 2024, after serving as Endeavor's Chief Legal Officer from June 2014 until October 2023 and as Chief Legal and Administrative Officer of Endeavor from October 2023 to December 2023. From March 2007 to June 2014, he served as the Executive Vice President and General Counsel of Take Two Interactive Software Inc. (Nasdaq). From March 2004 through March 2007 he served in the Legal and Compliance Division of Morgan Stanley, first as Vice President and Counsel and then as Executive Director and Counsel. From 1995 until joining Morgan Stanley in March 2004, Mr. Krauss served as an Assistant District Attorney and Senior Investigative Counsel in the New York County District Attorney's Office. Mr. Krauss currently serves as a member of the board of directors of the Minority Corporate Counsel Association. He previously served as a member of the board of directors of the Center for Family Representation and as a member of the board of trustees of Duke University in Durham, North Carolina. Mr. Krauss graduated with a Bachelor of Arts both in History and in Political Science from Duke University and a Juris Doctor from the Washington University in St. Louis School of Law.

Family Relationships

There are no family relationships between any members or nominees of the Company's Board and any of the Company's executive officers.

Audit Committee and Audit Committee Financial Expert

We have a separately-designated standing audit committee ("Audit Committee"). The members of the Audit Committee are Nancy R. Tellem, Carrie Wheeler and Sonya E. Medina, with Carrie Wheeler serving as Chair of the Audit Committee, each of whom satisfies the applicable independence requirements under the NYSE rules, under our bylaws and under Rule 10A-3(b)(1) of the Exchange Act. In addition, the Board has determined that Ms. Wheeler qualifies as an "audit committee financial expert," as such term is defined in Item 407(d)(5) of Regulation S-K.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics (the "TKO Code") applicable to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller and persons performing similar functions ("Covered Persons"). In addition to the TKO Code, Covered Persons employed by Zuffa, LLC and its subsidiaries are also subject to the Endeavor Group Holdings, Inc. Code of Conduct, and Covered Persons employed by WWE and its subsidiaries are also subject to WWE's Code of Business Conduct. A copy of the TKO Code is available under the Investor page of our website, TKOgrp.com, and the Company intends to disclose any legally required amendments to or waivers of the applicable code in a Current Report on Form 8-K.

Compensation Committee Interlocks and Insider Participation

None of the Company's executive officers serve as members of the Company's Compensation Committee. Prior to the consummation of the Transactions, compensation decisions for those who serve as executive officers of the Company were made, as to Messrs. Emanuel and Shapiro, by the Board. Following the consummation of the Transactions, compensation is approved as described under Part III, Item 11, "Executive Compensation – Setting Executive Compensation," which information is incorporated by reference herein. Mr. Emanuel also serves on the Board and the Executive Committee of Endeavor.

Related person transactions pursuant to Item 404(a) of Regulation S-K involving those who made compensation decisions for those who are to serve as the Company's executive officers are set forth under Item 13. "Certain Relationships, and Related Transactions, and Director Independence."

Before the consummation of the Transactions, the members of our Board received no compensation for their services as directors of TKO Group Holdings. In connection with the consummation of the Transactions, we adopted a non-employee director compensation

program pursuant to which our non-employee directors who qualify as “independent” are eligible to receive compensation for their service on our board and the committees thereof.

Compensation Committee Report

The Compensation Committee has reviewed and discussed with management the following Compensation Discussion and Analysis and, based on such review and discussion, have determined that the Compensation Discussion and Analysis should be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Peter C.B. Bynoe
Steven R. Koonin
Sonya E. Medina

Item 11. Executive Compensation

Executive Summary

We believe that our unique business model gives us a competitive advantage in the industries in which we operate. To maintain such advantage across all of our segments, we believe it is imperative to retain key management whose skill sets are uniquely suited to our business model. As such, the retention and incentivization of our named executive officers was a key consideration of our compensation decisions in 2023 following the Transactions. We believe our compensation in 2023 following the Transactions was representative of, and an appropriate award for, our financial and operational successes during that period as described below.

2023 Financial and Operating Highlights

On September 12, 2023, TKO was formed through combination of the businesses of the UFC and WWE. In 2023 following the Transactions, we achieved several significant financial and operational results. Of particular note were the following achievements:

Significant Increases in Revenue and Adjusted EBITDA.

- Revenue increased by \$534.9 million, or 47%, to \$1,675.0 million for the year ended December 31, 2023 compared to the year ended December 31, 2022.
 - o UFC revenue increased by \$152.1 million, or 13%. This increase was primarily driven by \$76.2 million of increased media rights and content from higher domestic and international rights fees resulting from increases in contractual revenues, higher fees associated with international renewals and one additional PPV event compared to the prior year period. Additionally, the increase in revenue was due to \$42.6 million of greater live event revenue from having 26 events with live audiences compared to 21 events in the prior year and higher site fees, \$29.5 million of higher sponsorship from new sponsors and increases in fees from renewals and \$3.8 million of increased consumer products licensing revenue from greater video game royalties.
 - o WWE contributed revenue of \$382.8 million for the period from September 12, 2023 through December 31, 2023 following its acquisition. This revenue was driven by \$249.5 million of media rights and content primarily associated with domestic and international rights fees for WWE's flagship programs, *Raw*, *SmackDown* and *NXT*, as well as \$87.7 million of live event revenue which was primarily driven by site fees associated with WWE's Crown Jewel premium live event in Saudi Arabia as well as hosting 75 other events with live ticketed audiences. Additionally, this revenue was driven by \$27.6 million of consumer products licensing related to the sale of WWE-branded products and \$18.0 million of sponsorship revenue from the sale of advertising.
- Adjusted EBITDA increased by \$180.4 million, or 29%, to \$809.1 million for the year ended December 31, 2023 compared to the year ended December 31, 2022.
 - o UFC Adjusted EBITDA increased by \$75.1 million, or 11%, to \$755.7 million for the year ended December 31, 2023 compared to the year ended December 31, 2022.
 - o WWE contributed Adjusted EBITDA of \$163.0 million for the year ended December 31, 2023.
 - o Corporate Adjusted EBITDA for the year ended December 31, 2023 decreased by \$57.7 million, or 111%, compared to the year ended December 31, 2022.

Noteworthy Strategic Activity.

- Since September 12, 2023, have entered into media rights deals for WWE across key properties including *SmackDown* for US distribution with NBCUniversal/USA Network, *NXT* for US distribution with CW and *Raw* for US and worldwide distribution with Netflix. These deals secure WWE content distribution with premium partners under long-term arrangements.
- Implemented an ongoing cost reduction program, primarily related to realizing synergy opportunities and integrating the combined operations of WWE and UFC.
- UFC held 43 events that consistently delivered strong viewership and attendance and set several all-time records for gross revenue at the respective arenas.
- Each WWE premium live event set a viewership record. Total WWE domestic viewership and hours viewed on Peacock increased significantly as compared to the prior year.

The effective leadership of our named executive officers was critical to our success in achieving these financial results and strategic activity milestones and, as a result, was a key factor when establishing incentive compensation levels and determining the compensation for our named executive officers for 2023, as further described below.

For a reconciliation of the differences between Adjusted EBITDA and the most directly comparable financial measure calculated and presented in accordance with generally accepted accounting principles in the United States ("GAAP") and the reasons why our management believes that presentation of Adjusted EBITDA provides useful information regarding our financial condition and results of operations, see "Management's Discussion and Analysis of Financial Condition and Results of Operation—Segment Results of Operations" in this Annual Report.

Compensation Discussion and Analysis

This compensation discussion and analysis describes our executive compensation program for our named executive officers in respect of the period commencing on September 12, 2023, the date of consummation of the Transactions through December 31, 2023, which we refer to herein as "fiscal year 2023," and includes a discussion of our compensation objectives and philosophy and provides context for the compensation actions reflected in the tabular disclosure that follows.

Our named executive officers for fiscal year 2023 were as follows:

Name	Age	Title
Ariel Emanuel	62	Chief Executive Officer (1)
Mark Shapiro	54	President and Chief Operating Officer
Andrew Schleimer	46	Chief Financial Officer
Seth Krauss	53	Chief Legal and Administrative Officer (2)

- (1) In addition, Mr. Emanuel was appointed as Executive Chair of our Board in February 2024.
- (2) Mr. Krauss initially served as Chief Legal Officer and was appointed Chief Legal and Administrative Officer following the consummation of the Transactions.

Compensation Objectives and Philosophy

Fiscal year 2023 was a milestone period for us with the consummation of the Transactions and several financial and operational achievements. We look forward to continuing to build on these significant achievements in 2024 and beyond.

Given that fiscal year 2023 was the initial period following the Transactions, the objective of our corporate compensation and benefits program was both to establish a qualified and skilled workforce necessary to jumpstart the combination of UFC and WWE while maintaining a competitive total compensation program that will retain this workforce in the future.

Our compensation structure includes pay-for-performance elements designed to align the interests of our named executive officers with those of our stockholders, motivate our named executive officers to achieve or exceed our targeted financial and strategic performance objectives and reward them for their achievements when those objectives are met. To help achieve these objectives, a meaningful portion of our named executive officers' compensation is at-risk and provided in the form of both short-term variable or performance-based compensation and equity awards, the value of which is tied to the equity appreciation of our business. Further, our named executive officers' involvement in and support of key strategic activity is considered when making determinations of any discretionary cash bonus awards.

The overall level of total compensation for our named executive officers is intended to be competitive with, the compensation paid to executives in the industries in which we compete for talent, subject to variation for factors such as the individual's experience,

performance, duties and scope of responsibilities, prior contributions and future potential contributions to our business. Our compensation plans are designed to align with our business strategies, taking into account external market conditions. With these principles in mind, we structure our compensation program to offer competitive total pay packages that we believe enabled us to attract a strong new leadership team in connection with the Transactions and will enable us to retain and motivate the team, and to ensure its stability, which is vital to the success of our business.

Setting Executive Compensation

The fiscal year 2023 annual compensation program for Messrs. Emanuel and Shapiro was established in connection with the Transactions, taking into account market data provided by compensation advisors of Endeavor. Following the Transactions, compensation from the Company for Messrs. Emanuel and Shapiro is recommended by our Compensation Committee of the Board, and thereafter determined by our Board (and, for fiscal year 2023, to the extent applicable under our bylaws, the Executive Chair of the Board). As to compensation from the Company for Messrs. Schleimer and Krauss, target amounts were set by our Compensation Committee, with the actual cash compensation amounts determined by Mr. Emanuel and actual equity compensation amounts recommended by Mr. Emanuel and approved by our Compensation Committee. The Board, Compensation Committee or applicable delegate authorized to review and/or approve compensation matters is herein referred to as the "Governing Body". The Governing Body consults with management from time to time on compensation-related decisions (including annual bonus determinations). Mr. Krauss did not receive any cash compensation from the Company in respect of fiscal year 2023. However, Mr. Krauss received cash compensation from Endeavor, and approximately fifty percent of his base salary and annual bonus paid by Endeavor for fiscal year 2023 (i.e., the period following September 12, 2023) was allocable to his services at TKO. The 2023 annual cash compensation program for Mr. Krauss at Endeavor was determined by Mr. Emanuel.

Following the Transactions, the Compensation Committee engaged Pay Governance LLC ("Pay Governance") and Mercer (US) LLC, a wholly-owned subsidiary of Marsh & McLennan Companies ("Mercer"), to provide market data for comparable positions in connection with making recommendations to the applicable Governing Body regarding executive compensation for our named executive officers. The Company did not use this data to benchmark or target any specific percentile, but rather as a broad frame of reference to evaluate competitiveness of its executive compensation structure. Pay Governance and Mercer used market data based on a media and entertainment industry-specific (media and live event/experience) peer group. As there are few direct competitors in live sports operating as independent public companies, the peer group was developed to include companies featuring business focuses similar to TKO, including: sports and entertainment; live events; content creation and distribution; and licensing and partnerships that create significant value. Also, the peer group was developed to include, where possible, companies with similar high-value characteristics as TKO (e.g., comparable Market Cap, EBITDA, or Market Cap-to-Revenue ratio). As a result, the peer group includes several companies with larger revenues than TKO, although the limited number of direct competitors and TKO's premium valuation and strong profit profile suggested defining a peer set strictly based on revenue was inappropriate. The peer group used by Pay Governance and Mercer and considered by the Governing Body included the following companies:

Company	Ticker
AMC Entertainment Holdings, Inc.	AMC
AMC Networks, Inc.	AMCX
Electronic Arts Inc.	EA
Fox Corporation	FOXA
IAC Inc.	IAC
iHeartMedia, Inc.	IHRT
Lions Gate Entertainment Corp.	LGF.A
Live Nation Entertainment, Inc.	LYV
Netflix, Inc. (1)	NFLX
Paramount Global (1)	PARA
Sirius XM Holdings Inc.	SIRI
Sphere Entertainment Co.	SPHR
Take-Two Interactive Software, Inc.	TTWO
Warner Bros. Discovery, Inc. (1)	WBD

- (1) These companies, each with revenues of \$30 billion or more, were excluded for purposes of market analyses because they are significantly larger than TKO. They were used only for plan design purposes.

For fiscal year 2023, neither Pay Governance nor Mercer provided services to the Company outside of their services with respect to determining or recommending the amount or form of executive compensation for certain of our named executive officers.

Following the Transactions, in setting an individual named executive officer's compensation package and determining the relative allocation among different elements of compensation, the applicable Governing Body, with the consultation of our compensation consultants and/or management where appropriate, considers several factors, including, but not limited to:

- ☐ the scope of each named executive officer's role and responsibilities;

- ☐ each named executive officer's knowledge, skills, experience, qualifications and tenure; our performance against financial, operational and strategic objectives;
- ☐ the size and mix of each element that forms the total compensation that may be awarded, including salary, annual cash bonus and equity-based incentives;
- ☐ the alignment of the pay package for a specific named executive officer as compared to the compensation levels of comparable executives within our organization; and
- ☐ prevailing conditions in the market for executive talent.

The compensation of our named executive officers will be reviewed at least annually by our applicable Governing Body. In addition, throughout the year, our applicable Governing Body may review changes in our business, market conditions and the scope of the executive officers' roles, as well as the roles of all members of the broader management team. Further, the applicable Governing Body may continue to consult with its compensation consultants and management (other than Mr. Emanuel as to his own compensation-related matters) from time to time on compensation-related decisions.

Compensation Practice Checklist

We have incorporated the following principles of good governance when making decisions on compensation for the named executive officers in fiscal year 2023.

- ☐ **Pay-for-performance:** A portion of the total compensation for our named executive officers is designed to encourage our named executive officers to remain focused on both our short-term and long-term operational success and to reward outstanding individual performance.
- ☐ **Align Incentives with Stockholders:** Our executive compensation program is designed to focus our named executive officers on our key strategic, financial and operational goals that are expected to translate into long-term value-creation for our stockholders.
- ☐ **Support Key Talent Retention:** New equity incentives were granted to our named executive officers in connection with Transactions to, among other things, support retention of our key talent.
- ☐ **Perquisites:** We provide perquisites that we believe are consistent with our overall compensation philosophy.
- ☐ **No Section 280G or Section 409A tax gross-ups:** We do not provide tax gross-ups in connection with our change in control or deferred compensation plans or programs.
- ☐ **No supplemental retirement plans:** We do not maintain any supplemental retirement plans.
- ☐ **Clawback Policy:** We have adopted a clawback policy to maintain a culture of focused, diligent and responsible management that discourages conduct detrimental to our growth.
- ☐ **Insider Trading Policy:** We have adopted an insider trading compliance policy, which, among other things, prohibits all of our employees and directors, including our named executive officers, from engaging in hedging transactions designed to profit from trading (versus investing) activity or that are designed to profit from or hedge against decreases in the value of our securities, provided that nothing prohibits any "officer" (as such term is defined under Rule 16a-(f) of the Exchange Act), from pledging our securities, including underlying vested equity or other derivative securities, to the extent permitted by law.

Key Elements of Executive Compensation Program

The primary elements of our executive compensation program are base salary, annual cash bonuses, equity-based compensation in the form of restricted stock units ("RSUs") and certain employee benefits and perquisites. Additionally, in 2023 we provided one-time transaction bonuses to several of our named executive officers in respect of the Transactions. Brief descriptions of each principal element of our executive compensation program and its objectives are summarized in the following table and described in more detail below.

Overview

Compensation Element	Brief Description	Objectives
Base Salary	Fixed cash compensation based on executive officer's role, responsibilities and individual performance	Attract and retain key executive talent
Annual Cash Bonus	Variable, performance-based cash compensation earned based on financial and individual performance, subject to certain guaranteed minimum annual cash bonuses for certain named executive officers	Attract and retain key executive talent Encourage and reward achievement of annual performance objectives
Transaction Bonuses	One-time cash compensation earned based on the significant efforts of our executives in connection with the Transactions	Reward outsized effort and focus to support the negotiation and consummation of the Transactions
Equity-Based Compensation	Equity-based compensation that is subject to vesting based on continued employment	Attract and retain key executive talent Aligning the interests of our executives with those of our stockholders Focus on sustained long-term success of the company
Employee Benefits and Perquisites	Participation in all broad-based employee health and welfare programs and retirement plans and receipt of certain perquisites	Aid in retention of key executives in a highly competitive market for talent by providing a competitive overall benefits package

Base Salary

The base salary component of our compensation program is intended to provide a stable level of compensation to each named executive officer commensurate with the named executive officer's role, experience and duties. The base salary of each named executive officer was initially established in his applicable employment agreement. Subject to any obligation under the employment agreement, however, the applicable Governing Body establishes the base salary levels for our named executive officers based upon consideration of several factors, including: (1) the named executive officer's performance in the preceding fiscal year; (2) the anticipated contribution by the named executive officer in the upcoming fiscal year, taking into account the role, responsibility and scope of each position; (3) any extraordinary changes that have occurred (such as a significant change in responsibilities or a promotion); (4) general economic conditions and market data; and (5) the value and potential value to the named executive officer of the other elements of our compensation program. No single factor is disproportionately weighted and all of the above considerations are addressed collectively in the determination of the named executive officer's base salary level.

The annual base salary rates of our named executive officers, as of December 31, 2023, are set forth in the table below. The amounts in the Summary Compensation Table reflect the actual amount paid or allocable to them during fiscal year 2023.

Name	Fiscal Year 2023 Annual Base Salary Rate (as of December 31, 2023) (\$)
Ariel Emanuel	3,000,000
Andrew Schleimer	2,000,000 (1)
Mark Shapiro	2,500,000
Seth Krauss	750,000 (2)

- (1) Mr. Schleimer's base salary was established pursuant to his employment agreement, effective as of November 5, 2023. Pursuant to his employment agreement, Mr. Schleimer received a true-up payment in the amount of the difference between the actual salary payments he received since September 12, 2023, the date of consummation of the Transactions, through November 5, 2023.
- (2) Mr. Krauss did not receive any base salary from TKO in fiscal year 2023. However, Mr. Krauss received base salary from Endeavor and approximately fifty percent of the base salary paid by Endeavor in respect of fiscal year 2023 (i.e., the period following September 12, 2023) was allocable to his services at TKO and is included in the Summary Compensation Table. The amount in the table above reflects approximately fifty percent of his annual base salary rate paid by Endeavor, as of December 31, 2023. Mr. Krauss is expected to receive base salary from TKO for his services to TKO in respect of fiscal year 2024.

Annual Cash Bonuses

Our named executive officers were provided with the opportunity to earn cash bonuses with respect to fiscal year 2023. Subject to any guarantees described below, such bonuses were intended to encourage the achievement of our company performance objectives and to reward our named executive officers based on individual performance and contribution to our success.

As set forth in Mr. Emanuel's employment agreement, for fiscal year 2023, Mr. Emanuel is entitled to receive an annual guaranteed bonus in the amount of \$1,750,000. In addition to this guaranteed bonus, our Governing Body determined that for fiscal year 2023, Mr. Emanuel should receive a supplemental cash bonus in the amount of \$2,250,000, taking into account, among other things, his contribution to the Company's overall performance and fiscal year 2023's strategic activity as described in the section above titled "2023 Financial and Operating Highlights".

As set forth in Mr. Shapiro's employment agreement, for the period of September 12, 2023 through September 11, 2024, Mr. Shapiro was eligible to receive a bonus, with a target bonus opportunity of \$5,500,000 (the pro-rated portion of which would have been approximately \$1,672,603 for fiscal year 2023). Our Governing Body determined that for fiscal year 2023, Mr. Shapiro should receive a bonus in the amount of \$4,000,000, taking into account, among other things, his contributions to the Company's overall performance and fiscal year 2023's strategic activity, as described in the section above titled "2023 Financial and Operating Highlights".

For fiscal year 2023, Mr. Schleimer was eligible to receive a discretionary bonus. Taking into account Mr. Schleimer's contributions to the Company's overall performance and fiscal year 2023's strategic activity, including the activity described above, our Governing Body determined that for fiscal year 2023, Mr. Schleimer would receive a bonus in the amount of \$3,000,000.

For fiscal year 2023, Mr. Krauss did not receive a bonus from the Company. However, Mr. Krauss received an annual bonus from Endeavor and approximately fifty percent of this annual bonus paid by Endeavor in respect of fiscal year 2023 (i.e., the period following September 12, 2023) was allocable to his services at TKO and is included in the Summary Compensation Table. Mr. Krauss is expected to be eligible to receive an annual bonus from TKO for his services to TKO in respect of fiscal year 2024. The following table reflects the annual bonuses paid to the named executive officers:

Name	Annual Bonus Amount (\$)
Ariel Emanuel	4,000,000
Andrew Schleimer	3,000,000 (1)
Mark Shapiro	4,000,000
Seth Krauss	228,082 (2)

- (1) Because Mr. Schleimer was an employee of UFC before the consummation of the Transactions, a portion of his annual bonus from the Company shown above may relate to his services before September 12, 2023.
- (2) Mr. Krauss did not receive a bonus from the Company in respect of fiscal year 2023. However, Mr. Krauss received an annual bonus from Endeavor and approximately fifty percent of this annual bonus paid by Endeavor in respect of fiscal year 2023 (i.e., the period following September 12, 2023) was allocable to his services at TKO and is included in the table above and the Summary Compensation Table. Mr. Krauss is expected to be eligible to receive an annual bonus from TKO for his services to TKO in respect of fiscal year 2024.

Transaction Bonuses

In fiscal year 2023, we provided certain of our named executive officers with certain transaction bonuses from UFC to reflect their significant efforts to support the consummation of the Transactions. The following table reflects such transaction bonuses paid to the named executive officers:

Name	Transaction Bonus Amount (\$)
Ariel Emanuel	20,000,000
Andrew Schleimer	2,000,000
Mark Shapiro	5,000,000

Equity-Based Awards

One-time awards in fiscal year 2023. Messrs. Emanuel, Shapiro and Schleimer were each entitled to a one-time equity award in fiscal year 2023, as set forth in their respective employment agreements, in connection with or following the completion of the Transactions. As such, on September 12, 2023, Mr. Emanuel received 388,162 RSUs that vest in four equal installments on September 12, 2024, September 12, 2025, September 12, 2026 and September 12, 2027, subject to Mr. Emanuel's continued employment through each vesting date. Mr. Shapiro received 60,651 RSUs that vest in full on September 12, 2024, subject to Mr. Shapiro's continued employment through such vesting date. On November 6, 2023, Mr. Schleimer received 37,244 RSUs that vest in three equal installments on December 31, 2024, December 31, 2025 and December 31, 2026, subject to Mr. Schleimer's continued employment through each vesting date. The employment agreements for Messrs. Emanuel, Shapiro and Schleimer provide that certain unvested portions of such equity awards will accelerate and vest upon certain terminations of employment or Change in Control as described below under "—Potential Payments upon Termination of Employment or Change in Control—Equity Vesting." Mr. Krauss did not receive any equity award in fiscal year 2023.

Annual fiscal year 2023 awards granted in 2024. Messrs. Emanuel, Shapiro, Schleimer and Krauss are each eligible to receive an annual equity award under their respective employment agreements. Mr. Emanuel is entitled to receive an annual equity award in the amount of \$2,500,000 for fiscal year 2023, and for each remaining fiscal year during the term set forth in his employment agreement, is eligible to receive an annual equity award in an amount that ranges from 75% to 150% of a \$10,000,000 target amount. Mr. Shapiro is not entitled to an annual equity award for fiscal year 2023 (given his one-time equity award from January of 2024 was intended to include what he would have received as an equity award for fiscal year 2023), and for each remaining fiscal year during the term set forth in his employment agreement, Mr. Shapiro is eligible to receive an annual equity award with a target amount of \$10,000,000. Mr. Schleimer is eligible to receive an annual equity award with a target amount of \$1,506,849 for fiscal year 2023, and a target amount of \$5,000,000 for each remaining fiscal year during the term set forth in his employment agreement. Mr. Krauss is eligible to receive an annual equity award with a target amount of \$1,216,438 for fiscal year 2023, and a target amount of \$4,000,000 for each remaining fiscal year during the term set forth in his employment agreement. Each such annual award is expected to consist of RSUs that vest in three equal installments on the first, second and third anniversary of the date of grant, subject to the approval of the Governing Body, and subject to each named executive officer's continued employment through each vesting date or as described below under "—Equity Vesting". Furthermore, each such annual award is expected to be granted during the first fiscal quarter of the fiscal year following the fiscal year to which such annual award relates (accordingly, no such annual awards were granted during fiscal year 2023). The annual equity awards for fiscal year 2023 were granted in the first quarter of fiscal year 2024.

Fiscal year 2024 awards. In connection with their entry into new employment agreements with the Company, on January 21, 2024, some of our named executive officers received additional equity awards. Mr. Shapiro received 252,749 RSUs that vest in four equal installments on December 31, 2024, December 31, 2025, December 31, 2026, and December 31, 2027, and on January 12, 2024, Mr. Krauss received 39,109 RSUs that vest in four equal installments on December 31, 2024, December 31, 2025, December 31, 2026 and December 31, 2027. The employment agreements for Messrs. Shapiro and Krauss provides that certain unvested portions of these equity awards will accelerate and vest upon certain terminations of employment or Change in Control as described below under "—Potential Payments upon Termination of Employment or Change in Control—Equity Vesting".

Severance Protection

We have entered into employment agreements with each of our named executive officers that provide for certain severance payments and benefits if an executive's employment is terminated under specified conditions. In addition, the vesting of a portion of the equity awards accelerates in connection with qualifying terminations of employment. We believe that these severance benefits are appropriate to remain competitive in our executive retention efforts, recognizing that such benefits are commonly offered by employers competing for similar executive talent. See "Potential Payments upon Termination of Employment or Change in Control" below for additional information.

Employee Benefits and Perquisites

We provide a number of benefit plans to all eligible employees, including our named executive officers. These benefits include programs such as medical, dental, life insurance, business travel accident insurance, short- and long-term disability coverage and a 401(k) defined contribution plan (including a company matching contribution). We do not maintain any defined benefit pension plans or any nonqualified deferred compensation plans. For fiscal year 2023, Messrs. Emanuel, Shapiro and Krauss did not participate in our benefit plans and rather received such entitlement through their employment with Endeavor and subsidiaries of Endeavor. For fiscal year 2023, Mr. Schleimer participated in our benefit plans.

While perquisites help to provide our named executive officers a benefit with a high perceived value at a relatively low cost, we do not generally view perquisites as a material component of our executive compensation program. Perquisites we provide to our named executive officers include guest travel on business-related trips on Endeavor's aircraft, 401(k) matching contributions and use of Company-leased housing for certain business-related travel. The material perquisites received by our named executive officers in fiscal year 2023 are described below.

The aggregate incremental cost of such perquisites in fiscal year 2023 is included in the "All Other Compensation" column of the Summary Compensation Table below. Each of Messrs. Emanuel, Shapiro and Krauss is subject to an aircraft time-sharing agreement with Endeavor, pursuant to which he reimburses Endeavor for the incremental costs associated with personal flights and because Endeavor is so reimbursed by the named executive officer for such use, there is no aggregate incremental cost to us for such flights. To the extent, however, that guests accompany our named executive officers on Company business-related flights on Endeavor's aircraft, the incremental cost of such travel, calculated on a cost-per-mile basis based upon the variable costs of the flight, including fuel, variable maintenance and ground transportation, is included. For purposes of calculating incremental costs of guest travel, we also included the incremental costs of any deadhead flights, or portions thereof, made in connection with such travel. In addition, each of our named executive officers may utilize Company-leased housing for business related travel to UFC's office in Las Vegas, subject to availability and for which there is no aggregate incremental cost to us.

In the future, we may provide additional or different perquisites or other personal benefits in limited circumstances, such as where we believe doing so is appropriate to assist a named executive officer in the performance of his duties, to make our named executive officers more efficient and effective and for recruitment, motivation and/or retention purposes.

Clawback Policy

We have instituted a clawback policy in accordance with the NYSE's final rules implementing the incentive-based compensation recovery provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, effective October 2, 2023 to support a culture of focused, diligent and responsible management that discourages conduct detrimental to our growth. The policy applies to each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act, which include our named executive officers (each, a "covered employee"). In the event of a qualifying financial restatement, a covered employee will be required to forfeit erroneously awarded incentive compensation to the Company to the extent required under applicable law. Certain employees who are not covered employees are also subject to a separate clawback policy, which allows us to recover incentive compensation in similar circumstances.

Risk Assessment of Incentive Compensation Plans

We have reviewed our employee compensation policies, plans and practices to determine if they create incentives or encourage behavior that is reasonably likely to have a material adverse effect on TKO Operating Company and its subsidiaries and we believe that there are no unmitigated risks created by our compensation policies, plans and practices that create incentives or encourage behavior that is reasonably likely to have a material adverse effect on the Company.

Summary Compensation Table

The following table shows the compensation earned by our principal executive officer, our principal financial officer and our other two mostly highly compensated executive officers for the fiscal year ended December 31, 2023. The table does not include compensation paid prior to September 12, 2023, including any such compensation paid by Endeavor, Endeavor OpCo or any of its subsidiaries.

The principal positions listed in the table refer to the positions of our named executive officers as of December 31, 2023. All amounts set forth in this table were either paid by TKO OpCo or its subsidiaries, or paid by Endeavor and allocable to service to TKO for the applicable named executive officer.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)(1)	All Other Compensation (\$)(2)	Total (\$)
Ariel Emanuel Chief Executive Officer	2023	911,538	24,000,000	40,000,094	928	64,912,560
Andrew Schleimer Chief Financial Officer	2023	611,538	5,000,000 (3)	3,151,215	2,509	8,765,262
Mark Shapiro President and Chief Operating Officer	2023	759,615	9,000,000	6,250,086	73,629	16,083,330
Seth Krauss, Chief Legal and Administrative Officer	2023	228,082 (4)	228,082	-	928	457,092

(1) The amounts listed in this column represent the grant date fair value calculated in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718 ("ASC 718"), with respect to the grant of restricted stock units. Assumptions used in calculating these amounts are described in Note 13 to our audited consolidated financial statements included herein.

- (2) For Mr. Emanuel, the amount reported in this column represents 401(k) matching contributions in respect of fiscal year 2023 (based on approximately fifty percent of total matching contributions made by Endeavor allocable for Mr. Emanuel's services to TKO for fiscal year 2023). For Mr. Shapiro, the amount reported in this column represents the value of the personal use of aircraft provided to him with an incremental cost of \$72,701 calculated as described below, and 401(k) matching contributions in respect of fiscal year 2023 (based on approximately fifty percent of total matching contributions made by Endeavor allocable for Mr. Shapiro's services to TKO for fiscal year 2023). For Mr. Schleimer, the amount reported in this column represents 401(k) matching contributions in respect of fiscal year 2023. For Mr. Krauss, the amount reported in this column represents 401(k) matching contributions in respect of fiscal year 2023 (based on approximately fifty percent of total matching contributions made by Endeavor allocable for Mr. Krauss' services to TKO for fiscal year 2023). From time to time, personal guests accompany our named executive officers on business-related flights for TKO, and the incremental cost of such travel and any deadhead flights or portions thereof is included in this column. Incremental cost is calculated on the basis of cost-per-mile based upon the variable costs of the flight, including fuel, variable maintenance and ground transportation.
- (3) Because Mr. Schleimer was an employee of UFC before the consummation of the Transaction, a portion of his \$3,000,000 annual bonus from the Company may relate to his services before September 12, 2023.
- (4) Mr. Krauss did not receive any base salary or a bonus from TKO in fiscal year 2023. However, Mr. Krauss received base salary and an annual bonus from Endeavor and approximately fifty percent of such base salary and annual bonus paid by Endeavor in respect of fiscal year 2023 was allocable to his services at TKO. The amount reported in the Summary Compensation Table reflects such allocation. Mr. Krauss is receiving a base salary, and is expected to be eligible to receive an annual bonus, from TKO for his services to TKO in respect of fiscal year 2024.

Grants of Plan-Based Awards for Fiscal Year 2023

The following table presents information with respect to each grant of plan-based awards to each named executive officer in fiscal year 2023.

Name	Grant Date	Estimate Future Payouts Under Non-Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock (#) (4)	Grant Date Fair Value of Stock Awards (\$) (5)
		Threshold (\$)	Target (\$)	Maximum (\$)		
Ariel Emanuel	9/12/2023	-	- (1)	-	-	-
Andrew Schleimer	11/6/2023	-	- (2)	-	388,162	40,000,094
Mark Shapiro	9/12/2023	-	1,672,603 (3)	-	37,244	3,151,215
Seth Krauss	-	-	-	-	60,651	6,250,086

- (1) For fiscal year 2023, Mr. Emanuel is entitled to a guaranteed annual bonus of \$1,750,000 under his employment agreement. Mr. Emanuel's annual bonus for 2023 was not tied to achievement of any specified performance measure and, as such, is not included herein. Mr. Emanuel also received a transaction bonus from UFC in the amount of \$20,000,000, which was not tied to achievement of any specified performance measure and, as such, is not included herein.
- (2) Mr. Schleimer received a transaction bonus from UFC in the amount of \$2,000,000, which was not tied to achievement of any specified performance measure and, as such, is not included herein.
- (3) This amount represents a pro-rated portion of the target bonus for the period of September 12, 2023 through September 11, 2024 payable under Mr. Shapiro's employment agreement (the aggregate target amount of which is \$5,500,000 for such period). Mr. Shapiro also received a transaction bonus from UFC in the amount of \$5,000,000, which was not tied to achievement of any specified performance measure and, as such, is not included herein.
- (4) This amount represents the number of time-vesting RSUs granted. For more information relating to these RSUs, see "Key Elements of Executive Compensation Program – Equity-Based Awards" above and "Outstanding Equity Awards at 2023 Fiscal Year End" following this table.
- (5) For each grant, this amount represents the grant date fair value calculated in accordance with ASC 718 with respect to the restricted stock units. Assumptions used in calculating these amounts are described in Note 13 to our audited consolidated financial statements included herein.

Employment Agreements

Employment Agreement with Mr. Emanuel

TKO is currently party to an employment agreement with Mr. Emanuel that became effective on September 12, 2023 and expires on December 31, 2027.

Mr. Emanuel's employment agreement provides that Mr. Emanuel shall serve as Chief Executive Officer and will report to our Board. Mr. Emanuel's employment agreement provides that he may continue to provide services in his role and position at Endeavor, Endeavor Operating Company and their respective subsidiaries, including as such role and position may be modified.

Mr. Emanuel's employment agreement provides for an annual base salary of \$3,000,000, which will be pro-rated for any partial calendar year (if applicable) and subject to increase from time to time as approved by the Governing Body.

For his service during the portion of the fiscal year 2023 following the Transactions, Mr. Emanuel was entitled to receive a guaranteed annual cash bonus equal to \$1,750,000, which was paid during the first fiscal quarter of fiscal year 2024. Beginning in respect of fiscal year 2024, Mr. Emanuel will be eligible to receive an annual bonus with a target bonus amount equal to \$7,000,000. The attainment of the annual bonus will be based on the achievement of a performance metric to be mutually agreed upon between Mr. Emanuel and the Governing Body. If (i) less than 90% of the performance metric is achieved, Mr. Emanuel's annual bonus shall be determined and paid in the Company's sole discretion, (ii) at least 90% of the performance metric is achieved, Mr. Emanuel's annual bonus shall be at least 75% of the target bonus, (iii) at least 100% of the performance metric is achieved, Mr. Emanuel's annual bonus

shall be at least 100% of the target bonus, or (iv) at least 110% of the performance metric is achieved, Mr. Emanuel's annual bonus shall be at least 125% of the target bonus. In addition to the foregoing, Mr. Emanuel may, in the Company's sole discretion, receive an additional cash bonus for the applicable year. Mr. Emanuel's annual bonus and any discretionary decisions related to such bonus shall be determined by the Governing Body.

Mr. Emanuel's employment agreement additionally entitled Mr. Emanuel to receive a transaction bonus of \$20,000,000, which was paid within 30 days following the Transactions.

Mr. Emanuel was also granted a one-time equity award comprised of 388,162 RSUs on September 12, 2023. The equity award will vest in four equal installments on each of the one-year, two-year, three-year and four-year anniversaries of September 12, 2023 (the date of the Transactions), subject to Mr. Emanuel's continued employment through each applicable vesting date or as described below under "—Equity Vesting".

In addition, for fiscal year 2023, Mr. Emanuel is entitled to receive an equity award in the amount of \$2,500,000. Such equity award was granted in the first quarter of fiscal year 2024, and is comprised of 29,064 RSUs that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of January 20, 2024, subject to Mr. Emanuel's continued employment through each applicable vesting date or as described below under "—Equity Vesting".

For each remaining fiscal year during the term of his employment agreement, Mr. Emanuel will be eligible to receive an annual equity award in an amount that ranges from 75% to 150% of a \$10,000,000 target amount. It is expected that fifty percent of the annual equity awards for each fiscal year shall be determined based on attainment of certain annual performance metrics, and fifty percent shall be determined based on continued service and/or other criteria. Each such annual award is expected to consist of RSUs or similar awards that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of the date of grant, subject to the approval of the Governing Body, and subject to Mr. Emanuel's continued employment through each applicable vesting date or as described below under "—Equity Vesting". The terms and conditions of Mr. Emanuel's equity awards (including the type, nature and vesting conditions thereof) will be determined in the good faith discretion of the Governing Body, and the Governing Body may only change the equity awards from time-vesting to performance-vesting awards after negotiations with Mr. Emanuel in good faith. The value of Mr. Emanuel's equity awards may exceed the expected amount for the fiscal years described above.

Mr. Emanuel's employment agreement further provides that Mr. Emanuel is eligible to participate in all employee benefit programs made available to all active employees. Mr. Emanuel's employment agreement provides for severance upon certain terminations of employment as described below under "—Potential Payments upon Termination of Employment or Change in Control."

Mr. Emanuel's employment agreement includes confidentiality and assignment of intellectual property provisions.

Mr. Emanuel's employment agreement provides that, if any payments to Mr. Emanuel would be considered "excess parachute payments" under Section 280G of the Code and subject to excise taxes under Section 4999 of the Code, such payments will be reduced to the extent such reduction would provide a greater net after-tax benefit to Mr. Emanuel in relation to the net after-tax benefit to Mr. Emanuel if all such payments had been made.

Employment Agreement with Mr. Shapiro

During fiscal year 2023, TKO was a party to an employment agreement with Mr. Shapiro that became effective on September 12, 2023 and was expected to expire on the first anniversary thereof. On January 21, 2024, the Company and Mr. Shapiro entered into a new employment agreement that superseded his prior agreement and expires on December 31, 2027. The description below describes the terms of his prior agreement, to the extent implemented or otherwise applicable for fiscal year 2023, and the terms of his new agreement, to the extent applicable on a going forward basis.

The employment agreement provides that Mr. Shapiro shall serve as President and Chief Operating Officer and will report to Ariel Emanuel as Chief Executive Officer of TKO. Mr. Shapiro's employment agreement provides that he may continue to provide services in his role and position at Endeavor, Endeavor Operating Company, LLC and their respective subsidiaries, including as such roles and positions may be modified.

Mr. Shapiro's employment agreement provides for an annual base salary of \$2,500,000 for fiscal year 2023. Starting in fiscal year 2024, his base salary increased to \$4,000,000, subject to increase from time to time as approved by the Governing Body.

For fiscal year 2023, Mr. Shapiro is entitled to an annual cash bonus equal to \$4,000,000. For each remaining fiscal year during the term of Mr. Shapiro's employment agreement, Mr. Shapiro will be eligible to receive an annual bonus with a target bonus amount equal to \$6,000,000. The amount of the annual bonus will be based on the achievement of performance metrics based on the Company's performance (which may include EBITDA) and/or Mr. Shapiro's individual performance, as determined by the Governing Body in good faith after receipt of recommendations from our Chief Executive Officer (after his consultation with Mr. Shapiro).

Mr. Shapiro's employment agreement additionally entitled Mr. Shapiro to receive a transaction bonus of \$5,000,000, which was paid within 30 days following the Transactions.

Pursuant to Mr. Shapiro's employment agreement Mr. Shapiro received a one-time equity award comprised of 60,651 RSUs on September 12, 2023 (the "2023 Award"), and a one-time equity award comprised of 252,749 RSUs on January 22, 2024 (the "2024 Award"). The 2023 Award will vest on September 12, 2024 (the one-year anniversary of the closing of the Transactions) and the 2024 Award will vest in four equal installments on each of December 31, 2024, December 31, 2025, December 31, 2026, and December 31, 2027, in each case subject to Mr. Shapiro's continued employment through such date or as described below under "—Equity Vesting".

For fiscal year 2024 and each subsequent fiscal year during the term of his employment agreement, Mr. Shapiro will be eligible to receive an annual equity award with a target amount of \$10,000,000. The amount of each equity award will be based on the achievement of performance metrics, continued service and/or other criteria, as determined by the Governing Body in good faith, and each equity award is expected to consist of RSUs or similar awards that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of the date of grant, subject to the approval of the Governing Body, and subject to Mr. Shapiro's continued employment through each applicable vesting date or as described below under "—Equity Vesting". The terms and conditions of Mr. Shapiro's equity awards (including the type, nature and vesting conditions thereof) will be determined in the sole discretion of the Governing Body. The value of Mr. Shapiro's equity awards may exceed the expected amount for the fiscal years described above.

Mr. Shapiro's employment agreement further provides that Mr. Shapiro is eligible to participate in all employee benefit programs made available to all active employees; provided, that Mr. Shapiro shall have reasonable access to private aircraft available to the Company for business travel purposes (or first class or charter aircraft for business travel when not using any private aircraft available to the Company), be reimbursed for reasonable commuting expenses (including appropriate car service) and, commencing in fiscal year 2024, be reimbursed for an annual executive physical. Mr. Shapiro's employment agreement provides for severance upon certain terminations of employment as described below under "—Potential Payments upon Termination of Employment or Change in Control."

Mr. Shapiro's employment agreement includes confidentiality and assignment of intellectual property provisions.

Mr. Shapiro's employment agreement provides that, if any payments to Mr. Shapiro would be considered "excess parachute payments" under Section 280G of the Code and subject to excise taxes under Section 4999 of the Code, such payments will be reduced to the extent such reduction would provide a greater net after-tax benefit to Mr. Shapiro in relation to the net after-tax benefit to Mr. Shapiro if all such payments had been made.

Employment Agreement with Mr. Schleimer

The Company is a party to an employment agreement with Mr. Schleimer that became effective on November 5, 2023 and expires on December 1, 2026.

Mr. Schleimer's employment agreement provides that Mr. Schleimer shall serve as Chief Financial Officer and will report to the Company's President or Chief Operating Officer or any successor position thereto.

Mr. Schleimer's employment agreement provides for an annual base salary of \$2,000,000 effective September 12, 2023, subject to increase from time to time as approved by the Governing Body.

For fiscal year 2023, Mr. Schleimer will be eligible to receive a cash bonus, which amount will be determined by the Governing Body. For each remaining fiscal year during the term of Mr. Schleimer's employment agreement, Mr. Schleimer will be eligible to receive an annual bonus with a target bonus amount equal to \$2,000,000. The amount of the annual bonus will be based on the achievement of performance metrics based on Company performance (including EBITDA), as determined by the Governing Body in good faith.

Mr. Schleimer's employment agreement entitles Mr. Schleimer to receive a one-time equity award comprised of 37,244 restricted stock units (which was granted on November 6, 2023). This award will vest in three equal installments on each of December 31, 2024, December 31, 2025 and December 31, 2026, subject to Mr. Schleimer's continued employment through each applicable vesting date or as described below under "—Equity Vesting".

In addition, for fiscal year 2023, Mr. Schleimer was entitled to receive an equity award in the amount of \$2,500,000. Such equity award was granted in the first quarter of fiscal year 2024, and is comprised of 17,500 RSUs that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of January 20, 2024, subject to Mr. Schleimer's continued employment through each applicable vesting date or as described below under "—Equity Vesting".

For each remaining fiscal year during the term of his employment agreement, Mr. Schleimer will be eligible to receive an annual equity award with a target amount of \$5,000,000. The amount of each equity award will be based on the achievement of performance metrics, continued service and/or other criteria, as determined by the Governing Body in good faith, and each equity award is expected

to consist of RSUs or similar awards that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of the date of grant, subject to the approval of the Governing Body, and subject to Mr. Schleimer's continued employment through each applicable vesting date or as described below under "—Equity Vesting".

Mr. Schleimer's employment agreement includes confidentiality and assignment of intellectual property provisions and a six-month post-termination non-compete covenant, provided that, to the extent Mr. Schleimer's employment is terminated due to a resignation without good reason or following the end of the employment term (other than due to an Employer Non-Renewal as defined below) and the Company desires to enforce the post-termination non-compete covenant, the Company must provide Mr. Schleimer with a supplemental payment equal to six months of base salary.

Mr. Schleimer's employment agreement provides that, if any payments to Mr. Schleimer would be considered "excess parachute payments" under Section 280G of the Code and subject to excise taxes under Section 4999 of the Code, such payments will be reduced to the extent such reduction would provide a greater net after-tax benefit to Mr. Schleimer in relation to the net after-tax benefit to Mr. Schleimer if all such payments had been made.

Employment Agreement with Mr. Krauss

The Company was not party to an employment agreement with Mr. Krauss in fiscal year 2023. On January 12, 2024, the Company became a party to an employment agreement with Mr. Krauss that became effective on January 1, 2024 and expires on December 31, 2027.

Mr. Krauss's employment agreement provides that Mr. Krauss shall serve as Chief Legal and Administrative Officer and will report to TKO's President or Chief Operating Officer (currently Mark Shapiro) or any successor position thereto.

Mr. Krauss's employment agreement provides for an annual base salary of \$2,000,000, subject to increase from time to time as approved by the Governing Body.

For fiscal year 2023, Mr. Krauss will be eligible to receive a cash bonus, which amount will be determined by the Governing Body. Beginning in fiscal year 2024 and during the remainder of the term of Mr. Krauss' employment agreement, Mr. Krauss will be eligible to receive an annual bonus with a target bonus amount equal to \$2,000,000. The amount of the annual bonus will be based on the achievement of performance metrics based on Company performance, as determined by the Governing Body in good faith.

Mr. Krauss's employment agreement entitles Mr. Krauss to receive a one-time equity award comprised of 39,109 restricted stock units (which was granted on January 12, 2024). This award will vest in four equal installments on each of December 31, 2024, December 31, 2025, December 31, 2026 and December 31, 2027, subject to Mr. Krauss's continued employment through each applicable vesting date or as described below under "—Equity Vesting".

In addition, for fiscal year 2023, Mr. Krauss was eligible to receive an equity award in the amount of \$1,216,438. Such equity award was granted in the first quarter of fiscal year 2024, and is comprised of 14,127 RSUs that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of January 20, 2024, subject to Mr. Krauss' continued employment through each applicable vesting date or as described below under "—Equity Vesting".

For each remaining fiscal year during the term of his employment agreement, Mr. Krauss will be eligible to receive an annual equity award with a target amount of \$4,000,000. The amount of each equity award will be based on the achievement of performance metrics, continued service and/or other criteria, as determined by the Governing Body in good faith, and each equity award is expected to consist of RSUs or similar awards that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of the date of grant, subject to the approval of the Governing Body, and subject to Mr. Krauss continued employment through each applicable grant and vesting date, and subject to Mr. Krauss' continued employment through each applicable vesting date or as described below under "—Equity Vesting".

Mr. Krauss' employment agreement includes confidentiality, assignment of intellectual property provisions and a certain non-competition and non-solicitation restrictions for up to two years following termination of employment, provided that, in the event of a termination without Cause or for Good Reason, the non-competition restrictions shall only apply to the extent the Company continues to pay base salary to Mr. Krauss (and, in such case, such restrictions (and corresponding base salary payments) will not continue for more than six months following termination).

Mr. Krauss employment agreement provides that, if any payments to Mr. Krauss would be considered "excess parachute payments" under Section 280G of the Code and subject to excise taxes under Section 4999 of the Code, such payments will be reduced to the extent such reduction would provide a greater net after-tax benefit to Mr. Krauss in relation to the net after-tax benefit to Mr. Krauss if all such payments had been made.

Outstanding Equity Awards at 2023 Fiscal Year End

The following table provides information about the outstanding equity awards held by our named executive officers as of December 31, 2023.

Name	Grant Date	Number of shares or units of stock that have not vested (#)	Market value of shares or units of stock that have not vested (\$) ⁽¹⁾
Ariel Emanuel	9/12/2023	388,162 (2)	31,666,256
Andrew Schleimer	11/6/2023	37,244 (3)	3,038,366
Mark Shapiro	9/12/2023	60,651 (4)	4,947,909

(1) Represents the fair market value per share of our Class A common stock of \$81.58, as of December 29, 2023.

(2) As of December 31, 2023, the unvested time-based equity awards were scheduled to vest on September 12, 2024, September 12, 2025, September 12, 2026 and September 12, 2027, subject to continued employment through the vesting date.

(3) As of December 31, 2023, the unvested time-based equity awards were scheduled to vest on December 31, 2024, December 31, 2025 and December 31, 2026, subject to continued employment through the vesting date.

(4) As of December 31, 2023, the unvested time-based equity awards were scheduled to vest on September 12, 2024, subject to continued employment through the vesting date.

Stock Vested During Fiscal Year 2023

Our named executive officers did not vest into any stock awards during fiscal year 2023.

Potential Payments upon Termination of Employment or Change in Control

Severance Payments and Benefits under Employment Agreements

All of our named executive officers are entitled to certain severance benefits following certain terminations of employment. Such severance benefits are described directly below. No severance payments or benefits are payable in the event of a termination for cause.

Ariel Emanuel

If Mr. Emanuel's employment is terminated without "cause" or due to a resignation for "good reason" he is entitled to receive (i) any unpaid annual bonus for the year prior to the year of termination, which shall be paid in a lump sum within thirty days after Mr. Emanuel's termination of employment, and (ii) an amount equal to two times the sum of (x) his base salary and (y) his target bonus, which shall be paid ratably in monthly installments over the twenty-four month period following the date of Mr. Emanuel's termination of employment.

If Mr. Emanuel's employment is terminated due to death or disability, he will be entitled to receive any unpaid annual bonus for the year prior to the year of termination and a pro-rata portion of the target bonus for the year of termination.

Any severance that Mr. Emanuel is entitled to receive upon his termination by the company without cause, or due to a resignation for good reason is subject to Mr. Emanuel's execution and non-revocation of a release of claims.

Mark Shapiro

Employment Agreement for Fiscal Year 2023

On and prior to December 31, 2023, Mr. Shapiro was eligible for certain severance under his then-current employment agreement, which is described immediately below. Mr. Shapiro did not, however, experience a termination of employment in fiscal year 2023. If Mr. Shapiro's employment is terminated without "cause" or due to a resignation for "good reason" prior to the end of his employment term, he is entitled to (i) continued payment of his base salary commencing on the date of termination and ending on September 12, 2025, (ii) payment of his target bonus for the period ending on September 12, 2024 (less any bonus previously paid for that period) and (iii) an amount equal to his target bonus for each calendar year commencing with 2024 and ending on September 12, 2025 (pro-rated for any partial year).

If Mr. Shapiro's employment is terminated due to Employer Non-Renewal, Mr. Shapiro shall be entitled to (i) continued payment of his base salary as though he had remained employed for twelve months following the termination date, and (ii) payment of an amount equal to his target annual bonus for each calendar year during the period commencing with the calendar year in which the date of termination occurs and ending on the twelve month period immediately following Mr. Shapiro's termination of employment (pro-rated for any partial year).

If Mr. Shapiro terminates his employment for any reason within 30 days following the end of the term of the employment agreement for any reason other than an Employer Non-Renewal, as long as (i) at the time of such termination, the Company has not terminated Mr. Shapiro for cause and (ii) Mr. Shapiro continues to provide services to the Company through the thirtieth day following

the end of the term of the employment agreement, Mr. Shapiro shall be entitled to (i) continued payment of his base salary for six months following termination and (ii) an amount equal to fifty percent of his target annual bonus.

If Mr. Shapiro's employment is terminated due to death or disability prior to the end of his employment term, he shall be entitled to payment of his target annual bonus for his employment term, pro-rated for the portion of his employment term in which he was employed.

Any severance that Mr. Shapiro is entitled to receive upon his termination by the company without cause, due to a resignation for good reason or, due to an Employer Non-Renewal is subject to Mr. Shapiro's execution and non-revocation of a release of claims.

Employment Agreement following Fiscal Year 2023

On and after January 1, 2024, Mr. Shapiro was eligible for certain severance under his new employment agreement, which is described immediately below. If Mr. Shapiro's employment is terminated without "cause" or due to a resignation for "good reason" prior to the end of the term of his employment agreement, Mr. Shapiro is entitled to (i) continued payment of his base salary through the later of (a) December 31, 2027 and (b) the second anniversary of the date of termination, and (ii) payment of his target bonus for each calendar year commencing with the calendar year in which the date of termination occurs and ending on the later of (a) December 31, 2027 and (b) the second anniversary of the date of termination (pro-rated for any partial year).

If Mr. Shapiro's employment is terminated due to Employer Non-Renewal, Mr. Shapiro shall be entitled to (i) continued payment of his base salary through the second anniversary of the date of termination, (ii) an amount equal to his target bonus for fiscal year 2027 (less any annual bonus paid prior to termination with respect to 2027), and (iii) the amount equal to his target bonus for each calendar year during the period commencing with 2028 and ending on the second anniversary of the date of termination (pro-rated for any partial year).

If Mr. Shapiro terminates his employment for any reason within 30 days following the end of the term of the Agreement for any reason other than an Employer Non-Renewal, as long as (a) at the time of such termination, the Company has not terminated Mr. Shapiro for cause and (b) Mr. Shapiro continues to provide services to the Company through the thirtieth day following the end of the term of the Agreement ("Employee Non-Renewal"), Mr. Shapiro shall be entitled to (i) continued payment of his base salary for six months following termination, (ii) an amount equal to his target bonus for fiscal year 2027 (less any annual bonus paid prior to termination with respect to 2027), and (iii) an amount equal to fifty percent of his target bonus for fiscal year 2028.

If Mr. Shapiro's employment is terminated due to death or disability prior to the end of the term of his employment agreement, Mr. Shapiro shall be entitled to payment of his target bonus for the fiscal year in which the termination of employment occurs, pro-rated for the portion of his employment term in which he was employed.

Any severance that Mr. Shapiro is entitled to receive upon his termination by the Company without Cause, due to a resignation for Good Reason, due to an Employer Non-Renewal or due to an Employee Non-Renewal, is subject to Mr. Shapiro's execution and non-revocation of a release of claims.

Andrew Schleimer

If Mr. Schleimer's employment is terminated without "cause" or due to a resignation for "good reason" prior to the end of his term, he is entitled to (i) payment of an amount equal to one and one-half times his annual base salary, payable during the period commencing on the date of termination and ending on the twelve month anniversary of the date of termination, and (ii) an amount equal to his target bonus for each calendar year commencing with the calendar year in which the date of termination occurs and ending on the eighteen month anniversary of the date of termination (pro-rated for any partial year).

If Mr. Schleimer's employment is terminated due to Employer Non-Renewal, Mr. Schleimer shall be entitled to payment of an amount equal to his annual base salary, payable during the period commencing on the date of termination and ending on the twelve month anniversary of the date of termination.

If Mr. Schleimer's employment is terminated due to death or disability prior to the end of his term, he shall be entitled to payment of his target bonus for the year in which termination occurs, pro-rated for the portion of such year in which he was employed.

Any severance that Mr. Schleimer is entitled to receive upon his termination by the company without cause, due to a resignation for good reason or, due to an Employer Non-Renewal and any supplemental payment that Mr. Schleimer is entitled to receive in connection with enforcement of his post-termination non-compete covenant are subject to Mr. Schleimer's execution and non-revocation of a release of claims for the benefit of the Company.

Seth Krauss

Mr. Krauss was not entitled to receive any severance upon any termination of employment, to the extent such termination occurred in fiscal year 2023. Commencing in fiscal year 2024, Mr. Krauss became eligible for certain severance payments, which are described

herein. Pursuant to Mr. Krauss' employment agreement effective January 1, 2024, if Mr. Krauss's employment is terminated without "cause" or due to a resignation for "good reason" prior to the end of his term, Mr. Krauss is entitled to (i) continued payment of his base salary through the later of (a) December 31, 2027 and (b) the first anniversary of the date of termination and (ii) payment of his target bonus for the calendar year in which the termination occurs.

If Mr. Krauss's employment is terminated due to Employer Non-Renewal, Mr. Krauss shall be entitled to continued payment of his base salary through the first anniversary of the date of termination.

Any severance that Mr. Krauss is entitled to receive upon his termination by the Company without cause, due to a resignation for good reason or due to an Employer Non-Renewal is subject to Mr. Krauss's execution and non-revocation of a release of claims.

Equity Vesting

Ariel Emanuel

Upon a termination without cause or due to a resignation for good reason, any unvested portion of Mr. Emanuel's equity awards that is subject solely to vesting based on continued service will accelerate and vest. Additionally, any unvested portion of Mr. Emanuel's equity awards that is subject solely to vesting based on continued service will accelerate and vest upon a Change of Control (as defined in the 2023 Incentive Plan), subject to Mr. Emanuel's continued service through the consummation of such Change in Control.

Mark Shapiro

For fiscal year 2023, if Mr. Shapiro's employment is terminated by the Company without cause or due to a resignation for good reason prior to the end of his employment term, any unvested portion of Mr. Shapiro's one-time equity will accelerate and vest in full. The equity award will also accelerate and vest in full upon a Change of Control (as defined in Mr. Shapiro's employment agreement), subject to Mr. Shapiro's continued service through the consummation of such Change of Control.

Following fiscal year 2023, if Mr. Shapiro's employment is terminated by the Company without cause or due to a resignation for good reason prior to the end of his employment term, or if Mr. Shapiro's employment is terminated by TKO without cause in connection with an Employer Non-Renewal, any unvested portion of Mr. Shapiro's equity awards that are subject to vesting based on continued service will accelerate and vest in full. If Mr. Shapiro terminates his employment for any reason within 30 days following the end of the term of his employment agreement for any reason other than an Employer Non-Renewal, as long as (a) at the time of such termination, TKO has not terminated Mr. Shapiro for cause and (b) Mr. Shapiro continues to provide services to TKO through the thirtieth day following the end of the term of his employment agreement, the unvested portion of Mr. Shapiro's equity awards that is subject to vesting based on continued service that would have become vested had Mr. Shapiro remained employed for six months following termination, will accelerate and vest in full. Additionally, any unvested portion of Mr. Shapiro's equity awards that is subject solely to vesting based on continued service will accelerate and vest in full upon a Change of Control (as defined in the 2023 Incentive Award Plan), subject to Mr. Shapiro's continued service through the consummation of such Change of Control. Further, to the extent the Governing Body determines that any annual equity awards subject to vesting based on performance goals cannot be equitably adjusted in connection with a Change of Control, such awards shall also accelerate and vest in full upon a Change of Control (based on actual or target performance as determined by the Governing Body), subject to Mr. Shapiro's continued service through the consummation of such Change of Control.

Andrew Schleimer

If Mr. Schleimer's employment is terminated by the Company without cause or due to a resignation for good reason prior to the end of his employment term, or if Mr. Schleimer's employment is terminated by the Company without cause in connection with an Employer Non-Renewal, any unvested portion of Mr. Schleimer's equity awards that are subject solely to vesting based on continued service will accelerate and vest in full.

Seth Krauss

Mr. Krauss did not hold any equity awards from the Company in fiscal year 2023. Pursuant to Mr. Krauss' employment agreement effective January 1, 2024, if Mr. Krauss's employment is terminated without "cause" or due to a resignation for "good reason" prior to the end of his term, or if Mr. Krauss's employment is terminated by the Company without cause in connection with an Employer Non-Renewal, any unvested portion of Mr. Krauss's equity awards that are subject solely to vesting based on continued service will accelerate and vest in full.

Definitions of "Cause", "Good Reason" and "Employer Non-Renewal"

For purposes of Mr. Emanuel's employment agreement and equity awards, "cause" generally means: Mr. Emanuel's (i) conduct constituting embezzlement, fraud, or material misappropriation, whether or not related to his employment with the Company, in each case that results in material harm to the Company or its subsidiaries; (ii) conviction of a felony, whether or not related to his employment

with the Company; (iii) conduct constituting a financial crime, material act of dishonesty or material unethical business conduct, involving the Company or any of its subsidiaries, in each case that results in material harm to the Company or any of its subsidiaries; (iv) unauthorized disclosure or use of confidential information or material breach of the provision of his employment agreement providing for assignment of intellectual property, in each case that results in material harm to the Company or any of its subsidiaries; (v) material and knowing breach of any applicable restrictive covenants set forth in any agreement between Mr. Emanuel and the Company or any of its subsidiaries; or (vi) willful and material breach of any other material obligation under his employment agreement, in each case that results in material harm to the Company or any of its subsidiaries.

For purposes of Messrs. Shapiro's, Schleimer's and Krauss's employment agreements and equity awards, "cause" generally means: the named executive officer's (i) conduct constituting embezzlement, fraud, or material misappropriation, whether or not related to the named executive officer's employment with the Company; (ii) conduct constituting a felony, whether or not related to the named executive officer's employment with the Company; (iii) conviction or indictment of a financial crime, material act of dishonesty or material unethical business conduct; (iv) unauthorized disclosure or use of confidential information or material breach of provision of his employment agreement providing for assignment of intellectual property, in each case that results in material harm to the Company or any of its subsidiaries; (v) material breach any applicable restrictive covenants set forth in any agreement between the named executive officer and the Company or any of its subsidiaries; (vi) material breach of any other material obligation under the named executive officer's employment agreement; (vii) material violation of the Company's written policies that is detrimental to the best interests of the Company or any of its subsidiaries; (viii) use of alcohol or drugs that materially interferes with the performance of the named executive officer's duties; or (ix) conduct that brings the named executive officer or the Company or any of its subsidiaries into public disrepute, scandal, contempt or ridicule that shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on the named executive officer, the Company or any of its subsidiaries.

For Mr. Emanuel, "good reason" means the occurrence of, without Mr. Emanuel's consent, (i) a material diminution of his duties, responsibilities or authorities as chief executive officer (including any requirement that Mr. Emanuel report to someone other than the Board), (ii) the assignment of duties inconsistent with Mr. Emanuel's position, (iii) the material breach by the Company of any terms under Mr. Emanuel's employment agreement, (iv) the relocation of Mr. Emanuel's principal place of employment outside of the Los Angeles Metropolitan area or (v) the failure of the Company to obtain the assumption in writing of its obligations under Mr. Emanuel's employment agreement by any successor to all or substantially all of the assets of the Company.

For Mr. Shapiro, "good reason" means, the occurrence of, without Mr. Shapiro's consent, the material breach by the Company of any terms under Mr. Shapiro's employment agreement (including Mr. Shapiro's ceasing to report directly to Mr. Emanuel as Chief Executive Officer, except in the event of the termination of Mr. Emanuel's employment as a result of Mr. Emanuel's death or disability).

For Mr. Schleimer, "good reason" means, the occurrence of, without Mr. Schleimer's consent, the material breach by the Company of any terms under Mr. Schleimer's employment agreement. Notwithstanding the foregoing, if Mr. Schleimer's employment is terminated without "cause" or due to a resignation for "good reason" prior to the end of his term and within two years following a "change of control" (as defined in the Company's 2023 Incentive Award Plan), he will be entitled to (i) payment of an amount equal to two times his annual base salary, payable during the period commencing on the date of termination and ending on the twelve month anniversary of the date of termination, and (ii) an amount equal to his target bonus for each calendar year commencing with the calendar year in which the date of termination occurs and ending on the twenty-four month anniversary of the date of termination (pro-rated for any partial year).

For Mr. Krauss, "good reason" means, the occurrence of, without Mr. Krauss's consent, the material breach by the Company of any terms under Mr. Krauss's employment agreement, including any requirement for Mr. Krauss to relocate his principal place of employment outside of New York County without Mr. Krauss's consent.

For Mr. Shapiro, effective fiscal year 2023, "Employer Non-Renewal" means before the end of the term of Mr. Shapiro's employment agreement, the Company fails to give Mr. Shapiro a bona fide offer of employment that provides compensation that is substantially comparable to the compensation provided under his employment agreement and an annual target equity award opportunity equal to at least \$7,000,000 (excluding his one-time equity award of \$6,250,000 and one-time cash award of \$5,000,000, each as described above in "—Employment Agreement with Mr. Shapiro"), and Mr. Shapiro's employment is then either terminated by TKO without cause or by Mr. Shapiro for any reason.

Following fiscal year 2023, for Mr. Shapiro, "Employer Non-Renewal" means before the end of the term of the Agreement, TKO fails to give Mr. Shapiro a bona fide offer of renewal of his employment on terms that provide compensation that is substantially comparable to the compensation provided under the Agreement (excluding annual equity award with respect of fiscal year 2023 so long as such offer includes an initial equity award equal at least \$5,000,000, each as described above in "—Employment Agreement with Mr. Shapiro"), and Mr. Shapiro's employment is then either timely terminated by TKO without cause or by Mr. Shapiro for any reason.

For Mr. Schleimer, "Employer Non-Renewal" means before the end of the term of Mr. Schleimer's employment agreement, the Company fails to give Mr. Schleimer a bona fide offer of employment that provides compensation that is substantially comparable to the annual cash and equity compensation provided under his employment agreement (excluding the Initial Equity Award), and Mr.

Schleimer's employment is then either terminated by the Company without cause or by Mr. Schleimer for any reason within the thirty day period following the end of the employment term (an "Employer Non-Renewal")

For Mr. Krauss, "Employer Non-Renewal" means before the end of the term of Mr. Krauss's employment agreement, TKO fails to give Mr. Krauss a bona fide offer of renewal of his employment on terms that provide compensation that is substantially comparable to the compensation provided under the Agreement (excluding, for the avoidance of doubt, the Initial Equity Award), and Mr. Krauss's employment is then either timely terminated by TKO without cause or by Mr. Krauss for any reason.

Estimated Payments Upon Termination of Employment or Change in Control

The table below shows the severance payments and benefits that each named executive officer would receive upon (1) death or disability, (2) termination without cause or a resignation with good reason, (3) termination for cause or a resignation without good reason and (4) a change in control. The amounts are calculated as if the date of termination and change in control occurred on December 31, 2023.

	Disability (\$)	Termination without Cause or Resignation with Good Reason (\$)	without Good Reason (\$) Termination for Cause or Resignation without Good Reason (\$)	Control Change in Control (\$)
	Death or Disability (\$)			
Ariel Emanuel				
Base Salary Continuation	—	6,000,000 (1)	—	—
Bonus	7,000,000 (2)	14,000,000 (3)	—	—
Accelerated Vesting of Equity-Based Awards	—	31,666,256 (4)	—	31,666,256 (4)
Andrew Schleimer				
Base Salary Continuation	—	3,000,000 (6)(8)	—	—
Bonus	608,219 (5)	3,000,000 (7)(9)	—	—
Accelerated Vesting of Equity-Based Awards	—	3,038,366 (4)	—	—
Mark Shapiro				
Base Salary Continuation	—	4,240,385 (8)	—	—
Bonus	1,672,603 (5)	11,000,000 (9)	—	—
Accelerated Vesting of Equity-Based Awards	—	4,947,909 (4)	—	4,947,909 (4)
Seth Krauss (10)				
Base Salary Continuation	—	—	—	—
Bonus	—	—	—	—
Accelerated Vesting of Equity-Based Awards	—	—	—	—

- (1) This amount reflects the continued payment of two times the named executive officer's base salary for 24 months following termination of his employment.
(2) This amount reflects the payment of the named executive's officer target annual bonus.
(3) This amount reflects the payment of two times the named executive officer's target annual bonus.
(4) This amount reflects the accelerated vesting of all of the named executive officer's time-based restricted stock units.
(5) This amount reflects the continued payment of the named executive officer's pro-rated target bonus through December 31, 2023.
(6) This amount reflects the continued payment of one and a half times the named executive officer's base salary for 12 months following termination of his employment.
(7) This amount reflects payment of the named executive's officer target annual bonus for the 18-month period following termination of his employment.
(8) This amount reflects the continued payment of the named executive officer's base salary through September 12, 2025.
(9) This amount reflects the payment of (i) the named executive officer's target annual bonus through September 12, 2024 and (ii) the named executive officer's target annual bonus for each calendar year commencing with 2024 and ending on September 12, 2025.
(10) Mr. Krauss was not eligible for any severance upon a termination as of December 31, 2023. Mr. Krauss became eligible for severance pursuant to his employment agreement, effective as of January 1, 2024. For a discussion of such severance, see "Potential Payments upon Termination of Employment or Change in Control" above.

Pay Versus Performance Table

The following table sets forth information concerning the compensation provided to our NEOs and certain measures of Company performance in the year ended December 31, 2023, for services to the Company in all capacities.

Fiscal Year	Summary Compensation Table Total for PEO (\$)	Compensation Actually Paid to PEO (\$)	Average Summary Compensation Table Total for Non-PEO NEOs (\$)	Average Compensation Actually Paid to Non-PEO NEOs (\$)	Value of Initial Fixed \$100 Investment Based on: Total Shareholder Return (\$)	Peer Group Index Total Shareholder Return (\$)	Net Income (\$)	Adjusted EBITDA (\$)
(1) (2) (3)	(1) (2) (3)	(1) (2) (3)	(1) (2) (3)	(1) (2) (3)	(4)	(4)		
2023	64,912,560	56,578,222	8,435,228	7,963,553	82.19	107.00	175,722,864	809,087,712

- (1) Amounts represent compensation actually paid ("CAP") to our CEO, who was our Principal Executive Officer or "PEO" for fiscal year 2023, and the average CAP to our remaining NEOs or "Non-PEO NEOs" for fiscal year 2023, as determined under SEC rules, which includes the individuals indicated below for fiscal year 2023:

Year	PEO	Non-PEO NEOs
2023	Ariel Emanuel	Mark Shapiro, Andrew Schleimer and Seth Krauss

(2) Amounts represent the Summary Compensation Table Total Compensation for the applicable fiscal year adjusted as follows:

Applicable Fiscal Year ("FY")

	PEO	2023 Average non- PEO NEOs
Deduction for Amounts Reported under the "Stock Awards" and "Option Awards" Columns in the Summary Compensation Table for Applicable FY	(	(
	40,000,094	3,133,767
	)	)
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Remain Unvested as of Applicable FY End, determined as of Applicable FY End	31,666,256	2,662,091
Total Adjustments	(	(
	8,333,838	471,675
	)	)

(3) The fair values of restricted stock units included in the CAP to our PEO and the Average CAP to our Non-PEO NEOs are calculated at the required measurement dates, consistent with the approach used to value the awards at the grant date as described in this Annual Report. Any changes to the fair values of our restricted stock units from the grant date are based on our updated stock price at the applicable measurement date. For the year presented, the increases or decreases in the year-end restricted stock unit fair value from the fair value on the grant date were affected by changes in the stock price. For additional information on the assumptions used to calculate the valuation of the awards, see Note 13 to our audited consolidated financial statements included herein.

(4) Reflects the period from commencing on September 12, 2023, the date of consummation of the Transactions, through December 31, 2023.

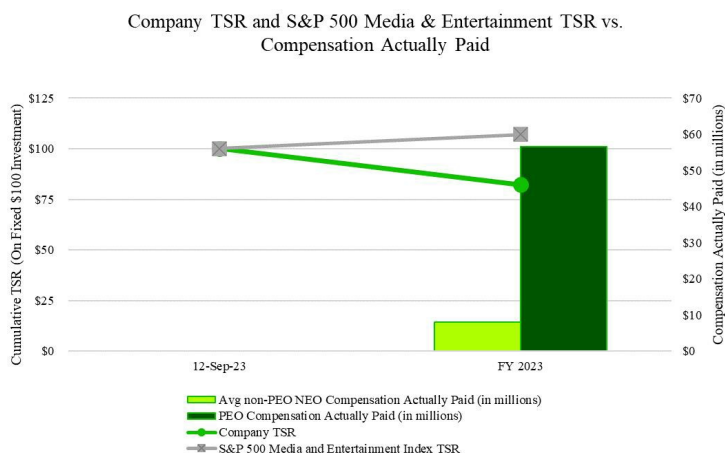
2023 Pay Versus Performance Graphs

Similar to reported compensation in the Summary Compensation Table, "Compensation Actually Paid" does not accurately represent the actual compensation that is or may be received by our named executive officers. However, this information may demonstrate the impact that TKO performance and stock price performance has on the value of incentives, and accordingly the alignment between total stockholder returns and pay.

Our applicable Governing Body does not consider compensation actually paid when making compensation decisions for the named executive officers. See the Compensation Discussion & Analysis for a description of how our applicable Governing Body assesses the relationship between named executive officer pay and performance.

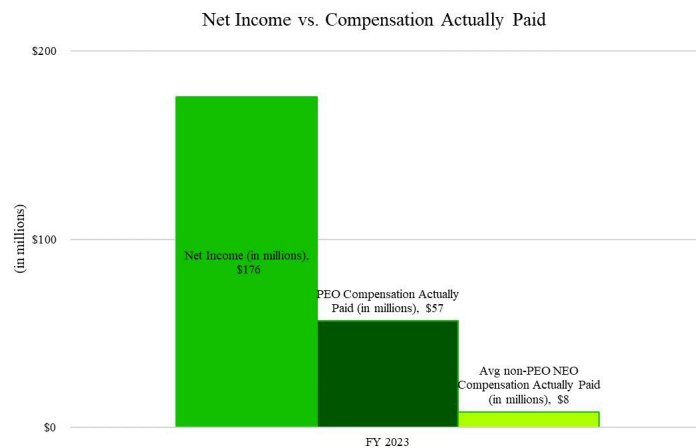
Pay Versus Performance Relationships

The chart below provides a comparison between (i) the total stockholder return of the Company and of the S&P 500 Media and Entertainment Industry Group Index assuming a fixed \$100 initial investment on September 12, 2023 (the date our Class A common stock began trading on NYSE) and reinvestment of dividends, and (ii) the compensation actually paid to our PEO and the average compensation actually paid to our non-PEO named executive officers for the year ended December 31, 2023.



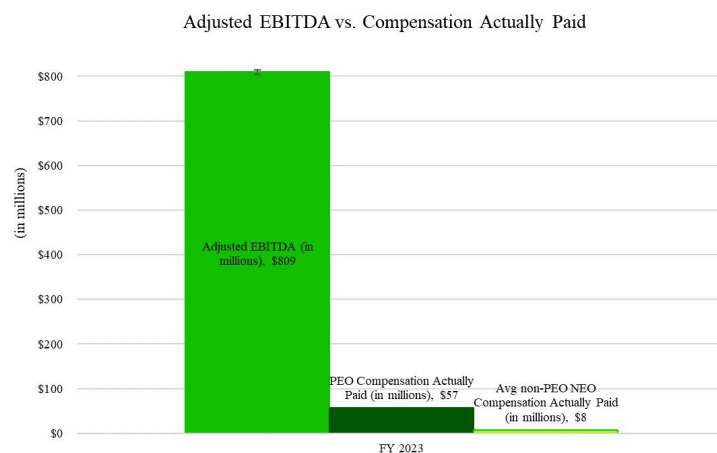
	September 12, 2023	FY 2023
Company TSR	\$ 100	\$82.19
S&P 500 Media and Entertainment Index TSR	\$ 100	\$107.00
PEO Compensation Actually Paid (in millions)	-	\$57
Avg. non-PEO NEO Compensation Actually Paid (in millions)	-	\$8

The chart below provides a comparison between (i) the Company's Net Income and (ii) compensation actually paid to our PEO and average compensation actually paid to our non-PEO named executive officers for the fiscal year 2023.



	FY 2023
Net Income (in millions)	\$176
PEO Compensation Actually Paid (in millions)	\$57
Avg. non-PEO NEO Compensation Actually Paid (in millions)	\$8

The chart below provides a comparison between (i) the Company's Adjusted EBITDA and (ii) compensation actually paid to our PEO and average compensation actually paid to our non-PEO named executive officers for the fiscal year 2023.



	FY 2023
Adjusted EBITDA (in millions) (1)	\$809
PEO Compensation Actually Paid (in millions)	\$57
Avg. non-PEO NEO Compensation Actually Paid (in millions)	\$8

(1) Adjusted EBITDA is a non-GAAP measure. For a reconciliation of the differences between Adjusted EBITDA and the most directly comparable financial measure calculated and presented in accordance with GAAP, "Management's Discussion and Analysis of Financial Condition and Results of Operation—Non-GAAP Financial Measures" in this Annual Report.

The comparisons reflected in the charts above are not intended to forecast the future performance of our stock and may not be indicative of our future performance.

2023 Pay Versus Performance Tabular List

As required by Item 402(v) of Regulation S-K, we are providing the following information regarding the performance measure that we believe represents the most important financial performance measure used by us to link CAP to our NEOs for the fiscal year 2023. Such performance measure represented the only financial performance measure that was used by the Company to link compensation actually paid to our named executive officers, for fiscal year 2023, to Company performance.

Performance measure

Adjusted EBITDA

For additional details regarding our most important financial performance measures, please see the sections titled "2023 Financial and Operating Highlights" and "Annual Cash Bonuses" in our CD&A elsewhere in this Annual Report.

COMPENSATION OF OUR DIRECTORS

The table below shows the compensation earned by each director other than Messrs. Emanuel and Shapiro (whose compensation is set forth above) for the fiscal year ended December 31, 2023. The table does not include compensation paid prior to September 12, 2023.

Name	Fees Earned or Paid in Cash (\$)	Bonus (\$)	Stock Awards (\$) (1)	Non-Equity Incentive Compensation (\$)	All Other Compensation (\$)	Total (\$)
Peter C.B. Bynoe	35,340	-	182,089	-	-	217,429
Steve R. Koonin	41,382	-	182,089	-	-	223,471
Jonathan A. Kraft	32,320	-	182,089	-	-	214,409
Sonya E. Medina	41,684	-	182,089	-	-	223,773
Nancy R. Tellem	38,663	-	182,089	-	-	220,752
Carrie Wheeler	43,194	-	182,089	-	-	225,283
Vincent K. McMahon (2)	369,231	-	-	-	7,092	376,323
Nick Khan (2)	515,385	15,000,000	12,057,419 (3)	4,465,711	999	32,039,514

- (1) The amounts listed in this column represent the grant date fair value calculated in accordance with ASC 718 with respect to the grant of restricted stock units during fiscal year 2023. Assumptions used in calculating these amounts are described in Note 13 to our audited consolidated financial statements included herein.
- (2) The amounts included for Messrs. McMahon and Khan are exclusively in respect of their services as employees during fiscal year 2023 and do not reflect any compensation in respect of their services as directors.
- (3) In connection with Mr. Khan's entry into his new employment agreement following the Transactions, his previously granted 241,264 performance stock units (representing a \$16.5 million award granted to him in 2022 under the WWE 2016 Omnibus Incentive Plan (the "2016 Plan")) was cancelled, and Mr. Khan subsequently received a new equity award of 153,676 restricted stock units that will vest in three equal annual installments beginning on December 31, 2024. The grant date fair value of approximately \$12.1 million shown here relates to this new equity award.

The table below shows the aggregate numbers of unvested stock awards held as of December 31, 2023 by each director other than Messrs. Emanuel and Shapiro (whose outstanding awards are set forth above).

<u>Name</u>	<u>Stock Awards Outstanding at 2023 Fiscal Year End</u>
Peter C.B. Bynoe	1,767 (1)
Steve R. Koonin	1,767 (1)
Jonathan A. Kraft	1,767 (1)
Sonya E. Medina	1,767 (1)
Nancy R. Tellem	1,767 (1)
Carrie Wheeler	1,767 (1)
Vincent K. McMahon	86,918 (2)
Nick Khan	342,496 (3)

- (1) The unvested restricted stock units will vest on the date of our stockholder meeting in 2024.
- (2) Mr. McMahon resigned from his position as Executive Chair and a member of the Board effective as of January 26, 2024. The unvested restricted stock units held by Mr. McMahon were forfeited as of January 26, 2024.
- (3) The unvested restricted stock units will vest as follows: 153,676 unvested restricted stock units will vest in three equal annual installments beginning on December 31, 2024; 85,386 unvested restricted stock units will vest on July 20, 2024; 80,803 unvested restricted stock units will vest on July 20, 2025; and 22,630 unvested restricted stock units will vest on July 20, 2026.

Non-Employee Director Compensation Policy

We maintain a policy pursuant to which each non-employee director receives an annual director fee of \$107,000 as well as an additional annual fee of \$15,000 for service as the chair of the audit committee and an additional annual fee of \$21,000 for service (including as chair) on the audit committee, each earned on a quarterly basis. The policy provides for an additional annual fee of \$20,000 for service as the chair of the compensation committee and an additional annual fee of \$10,000 for service (including as chair) on the compensation committee, each earned on a quarterly basis, and an annual fee of \$15,000 for service as the chair of the nominating and corporate governance committee and an additional annual fee of \$7,500 for service (including as chair) on the nominating and corporate governance committee, each earned on a quarterly basis.

Each non-employee director will also receive an annual restricted stock unit award with a grant date value of \$182,000, calculated based on the average closing price (as reported on the applicable stock exchange on which shares of our Class A common stock are traded for the 20 trading days preceding the date of grant or, if such shares have been trading for less than 20 days, the number of days these shares have been trading preceding the date of grant), entitling them to receive shares of our Class A common stock upon vesting. Additionally, each non-employee director who was initially elected or appointed to the Board following the closing date received a grant of our Class A common stock with a grant date value, calculated based on the average closing price (as reported on the applicable stock

exchange on which shares of our Class A common stock are traded for the 20 trading days preceding the date of grant or, if such shares have been trading for less than 20 days, the number of days these shares have been trading preceding the date of grant), equal to the product of \$182,000, and a fraction calculated as follows: (i) before our first annual shareholder meeting, the numerator of which is (x) the number of days between the closing date and the anticipated date of our first annual shareholder meeting (as determined by the Board) minus (y) the number of days in the period beginning on the date of the effective time and ending on such non-employee director's start date, and the denominator of this fraction is the number of days in the period between the closing date and the anticipated date of our first annual shareholder meeting and (ii) following the our first annual shareholder meeting, the numerator of this fraction is (x) 365 minus (y) the number of days in the period beginning on the date of the annual shareholder meeting immediately preceding such non-employee director's start date, and ending on such non-employee director's start date, and the denominator of this fraction is 365.

Each equity grant will vest in full on the date of our annual shareholder meeting immediately following the date of grant, subject to the non-employee director continuing in service through such meeting date, and is further subject to accelerated vesting upon a change in control (as defined in the 2023 Incentive Award Plan).

Employee Compensation for Messrs. McMahon and Khan

Messrs. McMahon and Khan are not entitled to any compensation in respect of their services as directors in fiscal year 2023. However, they were entitled to certain compensation in respect of their services as our employees in fiscal year 2023. Messrs. McMahon and Khan received an annual base salary for fiscal year 2023 equal to \$369,231 and \$515,385, respectively. Mr. Khan, in his position as President of WWE, was also eligible to receive an annual bonus with target bonus opportunity equal to \$2,666,096. Such bonus was determined based upon three metrics – WWE revenue (30% of bonus funding), WWE operating income before depreciation and amortization (or OIBDA) (50% of bonus funding), and certain strategic goals related to sponsorship revenue, rights renewals, gate revenue and viewership (20% of the bonus funding). Based on performance, Mr. Khan was entitled to a bonus equal to 167.5% of his target bonus opportunity, or \$4,465,711. On November 22, 2023, Mr. Khan was also granted 153,676 restricted stock units that vest in three equal installments on December 31, 2024, December 31, 2025, and December 31, 2026. Messrs. McMahon and Khan also participated in certain of our benefit plans that are generally available to similarly situated employees in fiscal year 2023.

While perquisites help to provide our executives a benefit with a high perceived value at a relatively low cost, we do not generally view perquisites as a material component of our executive compensation program. Perquisites we provided to Messrs. McMahon and Khan during fiscal year 2023 included matching contributions, certain life insurance payments, personal travel on aircraft owned by or available to the Company and guest travel on business-related trips on such aircraft. The aggregate incremental cost of such perquisites in fiscal year 2023 is included in the "All Other Compensation" column of the "Compensation of Our Directors" Table above (with 401(k) contributions and life insurance payments allocated for the period of September 12, 2023 through December 31, 2023 by pro-rating full year of contributions based on the number of days in such period). For personal flights taken during fiscal year 2023 on aircraft owned by the Company, Mr. McMahon was subject to an aircraft leasing agreement with us, pursuant to which he is obligated to pay for the incremental costs associated with such personal flights. Mr. Khan reimburses the Company for the incremental costs associated with personal flights taken on aircraft made available to the Company. Therefore, there is no aggregate incremental cost to us for such flights taken by Messrs. McMahon and Khan during fiscal year 2023. Mr. McMahon did not have personal guests on business-related trips on the Company's aircraft during fiscal year 2023, and the incremental costs associated with Mr. Khan's guest travel on business-related trips on the Company's aircraft during fiscal year 2023 were not in excess of \$10,000 individually or when taken together with the cost of other perquisites provided to him.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth certain information with respect to securities authorized for issuance under equity compensation plans as of December 31, 2023.

Plan category:	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants, and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants, and Rights	Number of Securities Available for Future Issuance Under Equity Compensation Plans (excludes securities Reflected in first column)
Equity compensation plans approved by security holders (1)	1,964,029 (2)	- (3)	11,266,993 (4)
Equity compensation plans not approved by security holders	-	-	-
Total	1,964,029		11,266,993

(1) Consists of the 2023 Incentive Award Plan and the 2016 Plan.

(2) Consists of restricted stock units issued under the 2023 Incentive Award Plan and the 2016 Plan, and performance stock units under the 2016 Plan, calculated using the target number of shares issuable in respect of such performance stock units.

(3) Weighted-average exercise price does not take into account any restricted stock units or performance stock units described above.

(4) Awards under the 2023 Incentive Award Plan may be issued in the form of restricted stock units, restricted stock, stock options, other stock or cash based awards and dividend equivalents. No additional awards will be granted pursuant to the 2016 Plan.

Security Ownership of Certain Beneficial Owners and Management

The table below sets forth information with respect to the beneficial ownership of our Class A common stock and Class B common stock by:

- ☐ each person who is known to be the beneficial owner of more than 5% of any class or series of our capital stock;
- ☐ each of our directors and named executive officers; and
- ☐ all of our directors and executive officers as a group.

The amounts and percentages of Class A common stock and Class B common stock beneficially owned are reported on the basis of the regulations of the SEC governing the determination of beneficial ownership of securities. Under these rules, a person is deemed to be a beneficial owner of a security if that person has or shares voting power, which includes the power to vote or to direct the voting of such security, or investment power, which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days, provided that any person who acquires any such right with the purpose or effect of changing or influencing the control of the issuer, or in connection with or as a participant in any transaction having such purpose or effect, immediately upon such acquisition shall be deemed to be the beneficial owner of the securities which may be acquired through the exercise of such right. Under these rules, more than one person may be deemed to be a beneficial owner of the same securities.

The beneficial ownership of our voting securities is based on 82,321,595 shares of our Class A common stock and 89,616,891 shares of our Class B common stock, each issued and outstanding as of January 31, 2024. In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to options, warrants or other rights held by such person that are currently exercisable or that will become exercisable or will otherwise vest within 60 days of January 31, 2024 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person.

Unless otherwise indicated, the address for each beneficial owner listed below is: c/o TKO Group Holdings, Inc., 200 Fifth Avenue, 7th Floor, New York, NY 10010.

Name and Address of Beneficial Owner	Class A Common Stock		Class B Common Stock Owned ⁽¹⁾		Combined Voting Power ⁽²⁾
	Owned ⁽¹⁾		Number	%	%
	Number	%	Number	%	%
5% Equityholders					
Endeavor Group Holdings, Inc. ⁽³⁾	89,616,891	52.1%	89,616,891	100%	52.1%
Silver Lake Equityholders ⁽³⁾⁽⁴⁾	89,616,891	52.1%	89,616,891	100%	52.1%
Patrick Whitesell ⁽³⁾⁽⁵⁾	89,616,891	52.1%	89,616,891	100%	52.1%
Vincent K. McMahon ⁽⁶⁾	20,352,105	24.7%	—	—	11.8%
BlackRock, Inc. ⁽⁷⁾	6,339,199	7.7%	—	—	3.7%
The Vanguard Group ⁽⁸⁾	5,995,356	7.3%	—	—	3.5%
Lindsell Train Limited ⁽⁹⁾	5,885,133	7.1%	—	—	3.4%
Michael James Lindsell ⁽⁹⁾	5,885,133	7.1%	—	—	3.4%
Nicholas John Train ⁽⁹⁾	5,885,133	7.1%	—	—	3.4%
Ninety One Plc ⁽¹⁰⁾	4,411,978	5.4%	—	—	2.6%
Ninety One UK Limited ⁽¹⁰⁾	4,345,215	5.3%	—	—	2.5%
Morgan Stanley ⁽¹¹⁾	4,214,167	5.1%	—	—	2.5%
Directors and Named Executive Officers					
Ariel Emanuel ⁽³⁾⁽¹²⁾	89,629,422	52.1%	89,616,891	100%	52.1%
Peter C.B. Bynoe	—	—	—	—	—
Egon P. Durban ⁽³⁾⁽⁴⁾	89,616,891	52.1%	89,616,891	100%	52.1%
Dwayne Johnson	96,558	*	—	—	*
Bradley A. Keywell	—	—	—	—	—
Nick Khan	53,894	*	—	—	*
Steven R. Koonin	4,761	*	—	—	*
Jonathan A. Kraft	11,265	*	—	—	*
Seth Krauss	—	—	—	—	—
Sonya E. Medina	—	—	—	—	—
Mark Shapiro	12,531	*	—	—	*
Nancy R. Tellem	—	—	—	—	—
Carrie Wheeler	3,132	*	—	—	*
Andrew Schleimer	—	—	—	—	—
All directors and executive officers as a group (14 persons)	89,811,563	52.2%	89,616,891	100%	52.2%
* Less than 1%					

- (1) Each TKO OpCo Unit (other than TKO OpCo Units held by us) is redeemable from time to time at each holder's option for, at our election, newly issued shares of our Class A common stock on a one-for-one basis, or to the extent there is cash available from the sale of newly issued shares of our Class A common stock, a cash payment equal to the closing price of one share of Class A common stock on the last full trading day immediately prior to the redemption date for each TKO OpCo Unit so redeemed, in each case, in accordance with the terms of the TKO Operating Agreement. In this table, beneficial ownership of TKO OpCo Units has been reflected as beneficial ownership of shares of our Class A common stock for which such TKO OpCo Units may be exchanged. When a TKO OpCo Unit is exchanged by a holder thereof, a corresponding share of Class B common stock will be cancelled.
- (2) Represents the percentage of voting power of our Class A common stock and Class B common stock voting as a single class. Each share of Class A common stock entitles the registered holder to one vote per share and each share of Class B common stock entitles the registered holder thereof to one vote per share on all matters presented to stockholders for a vote generally, including the election of directors. The Class A common stock and Class B common stock will vote as a single class on all matters except as required by law or our certificate of incorporation.
- (3) Based solely on a Schedule 13G filed with the SEC on February 9, 2024, 89,616,891 shares of our Class A common stock consist of (i) 76,712,059 TKO OpCo Units (and an equal number of our Class B common stock) held of record by Endeavor OpCo, (ii) 6,362,799 TKO OpCo Units (and an equal number of our Class B common stock) held of record by January Capital HoldCo, LLC ("January HoldCo"), and (iii) 6,542,033 TKO OpCo Units (and an equal number of our Class B common stock) held of record by January Capital Sub, LLC ("January Sub" and together with Endeavor OpCo and January HoldCo, the "EDR Subscribers"), in each case as of December 31, 2023. Endeavor is the managing member of Endeavor Manager, LLC, which in turn is the managing member of Endeavor OpCo. Endeavor OpCo is the managing member of January HoldCo, which in turn is the managing member of January Sub. As a result, Endeavor may be deemed to beneficially own the securities held of record by the EDR Subscribers. The address of each EDR Subscriber is c/o Endeavor Group Holdings, Inc., 9601 Wilshire Boulevard, 3rd Floor, Beverly Hills, California 90210.
- (4) Based solely on a Schedule 13G filed with the SEC on February 9, 2024, Silver Lake West Holdco, L.P., Silver Lake West Holdco II, L.P., Silver Lake West VoteCo, L.L.C., and Egon Durban may be deemed to have shared voting power and shared dispositive power over 89,616,891 shares of our Class A common stock held by the EDR subscribers. Silver Lake West Holdco, L.P. and Silver Lake West Holdco II, L.P. (the "West Holdcos") have designated members of the governing body of Endeavor and as a result may be deemed to share beneficial ownership of the securities beneficially owned by Endeavor. Mr. Durban is the managing member of Silver Lake West VoteCo, L.L.C., which is the general partner of each of the West Holdcos. Mr. Durban is a director of TKO Group Holdings and is a Co-CEO and Managing Member of Silver Lake Group, L.L.C. Securities reported herein are held solely by subsidiaries of Endeavor. Investment funds managed by Silver Lake do not directly hold any equity securities of the Issuers. The principal office of each of Mr. Durban and each of the entities identified in this footnote is c/o Silver Lake, 2775 Sand Hill Road, Suite 100, Menlo Park, California 94025.
- (5) Includes 89,616,891 shares of our Class A common stock beneficially owned by Endeavor. Patrick Whitesell is a member of the governing body of Endeavor and as a result may be deemed to share beneficial ownership of the securities beneficially owned by Endeavor. Mr. Whitesell disclaims beneficial ownership of such securities except to the extent of his pecuniary interest therein, if any. The principal office of Mr. Whitesell is c/o Endeavor Group Holdings, Inc., 9601 Wilshire Boulevard, 3rd Floor, Beverly Hills, California 90210.

- (6) Based on information known to the Company as of the date of his departure from the Company, Vincent K. McMahon is the holder of record of the shares of Class A common stock reported herein and has pledged (x) 3,484,006 of these shares as collateral to secure his obligations under a prepaid forward contract with Morgan Stanley Bank, N.A. ("MSB") and (y) 7,170,130 of these shares as collateral to secure his obligations under loans from Morgan Stanley Private Bank, National Association ("MSPB"), some or all of which shares may be sold by MSB and MSPB upon the occurrence of events set forth in the applicable documents governing such obligations.
- (7) Based solely on a Schedule 13G filed with the SEC on February 8, 2024, BlackRock, Inc. has sole voting power over 6,105,643 shares of our Class A common stock and sole dispositive power over 6,339,199 shares of our Class A common stock. The business address of BlackRock, Inc. is 50 Hudson Yards, New York, NY 10001.
- (8) Based solely on a Schedule 13G filed with the SEC on February 13, 2024, The Vanguard Group has shared voting power over 27,525 shares of our Class A common stock, sole dispositive power over 5,900,445 of our Class A common stock and shared dispositive power over 94,911 shares of our Class A common stock. The business address for The Vanguard Group is 100 Vanguard Blvd., Malvern, PA 19355.
- (9) Based solely on a Schedule 13G filed with the SEC on February 7, 2024, Lindsell Train Limited ("Lindsell Train"), Michael James Lindsell and Nicholas John Train have shared voting and shared dispositive power over 5,885,133 shares of our Class A common stock. Lindsell Train has investment discretion and voting power over several managed accounts that hold such shares of Class A common stock. Accordingly, Lindsell Train Limited may be deemed to be the beneficial owner of such Class A common stock. Each of Messrs. Lindsell and Train owns a significant membership interest in Lindsell Train and as such may be deemed to control shares held by Lindsell Train by virtue of his interest in Lindsell Train. The business address of Lindsell Train and Messrs. Lindsell and Train is 66 Buckingham Gate, London SW1E 6AU, United Kingdom.
- (10) Based solely on a Schedule 13G filed with the SEC on February 13, 2024, Ninety One Plc has shared voting power over 2,224,508 shares of our Class A common stock and shared dispositive power over 4,411,978 shares of our Class A common stock, and Ninety One UK Limited has shared voting power over 2,157,745 shares of our Class A common stock and shared dispositive power over 4,345,215 shares of our Class A common stock. Ninety One Plc is the parent entity of Ninety One UK. The business address of Ninety One UK Limited is 55 Gresham Street, London, EC2V 7HB, United Kingdom.
- (11) Based solely on a Schedule 13G filed with the SEC on February 9, 2024, Morgan Stanley has shared voting power with respect to 3,782,792 shares of Class A common stock and shared dispositive power with respect to 4,200,763 shares of Class A common stock. The business address for Morgan Stanley is 1585 Broadway, New York, NY 10036.
- (12) Includes 12,531 shares of our Class A common stock beneficially owned by Mr. Emanuel and 89,616,891 shares of our Class A common stock beneficially owned by Endeavor. Mr. Emanuel, our Chief Executive Officer and Executive Chair, is a member of the governing body of Endeavor and as a result may be deemed to share beneficial ownership of the securities beneficially owned by Endeavor. Mr. Emanuel disclaims beneficial ownership of such securities except to the extent of his pecuniary interest therein, if any.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Related Person Transactions Policies and Procedures

Our Audit Committee has adopted a written Related Person Transaction Policy (the "Policy"), which sets forth our policy with respect to the review and approval or, ratification of all related person transactions. Under the Policy, related person transactions are to be reviewed and approved or ratified by (1) at least a majority of the "independent" directors (as defined in TKO's bylaws) and (2) either (i) a majority of the Company's Board or (ii) the Chief Executive Officer. Certain types of transactions are deemed pre-approved pursuant to standing pre-approval guidelines established by the Audit Committee.

A "related person transaction" is defined as, subject to certain exceptions as provided under Item 404(a) of Regulation S-K, any transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which the company (including any of its subsidiaries) was, is or will be a participant, the amount involved exceeds \$120,000 and in which any related person (as defined in the policy) had, has or will have a direct or indirect material interest. Pursuant to TKO's bylaws, (x) prior to December 31, 2025, transactions between TKO Group Holdings and Endeavor (or its affiliates) must be approved by (i) a majority of the Board (including a majority of the WWE-designated directors or their successors) and (ii) a majority of the "independent" directors (as defined under TKO's bylaws), and (y) following December 31, 2025, such transactions must be approved by (i) a majority of the Board and (ii) a majority of the Board of director's "independent" directors (as defined under TKO's bylaws). These approving bodies review the relevant facts and circumstances of the related person transaction as it deems necessary and advisable, including without limitation, whether the transaction is inconsistent with the interest of the Company and its stockholders and taking into account the Company's organizational and governance documents.

Limited Liability Company Agreement of TKO OpCo

On September 12, 2023, Endeavor, TKO OpCo and TKO Group Holdings entered into the Limited Liability Company Agreement of TKO OpCo (the "TKO Operating Agreement"). The Company operates its business through TKO OpCo and its subsidiaries, in accordance with the terms of the TKO Operating Agreement. As sole managing member of TKO OpCo, TKO Group Holdings has control over all of the affairs and decision-making of TKO OpCo. As such, TKO Group Holdings is responsible for all operational and administrative decisions of TKO OpCo and the day-to-day management of TKO OpCo's business. TKO Group Holdings will fund any dividends to TKO Group Holdings stockholders (if any) by causing TKO OpCo to make distributions to its equityholders, including TKO Group Holdings, subject to the limitations imposed by the TKO Operating Agreement.

The holders of common units of TKO OpCo, including TKO Group Holdings, will generally incur U.S. federal, state and local income taxes on their allocable share of any net taxable income of TKO OpCo. Net profits of TKO OpCo will generally be allocated to

its members pro rata in accordance with the percentages of their respective ownership of equity interests in TKO OpCo, though certain non-pro rata adjustments may be made to reflect tax depreciation, amortization and other allocations as required under applicable law or as provided for in the TKO Operating Agreement. The TKO Operating Agreement provides for cash distributions to the holders of common units for purposes of funding their tax obligations in respect of the taxable income of TKO OpCo that is allocated to them (or otherwise generally provides for the TKO OpCo members to be provided with liquidity), subject to available cash and any negative covenants in applicable loan agreements. Generally, these tax distributions are calculated using an assumed tax rate equal to the highest marginal combined income tax rate applicable to an individual or corporation resident in Los Angeles, California or New York, New York (whichever rate is higher), taking into account the deductibility of applicable state and local income taxes for U.S. federal income tax purposes and any limitations thereon, with the same assumed tax rate applicable to all TKO OpCo members. Distributions (including tax distributions) made in respect of common units are generally to be paid pro rata in respect of such common units.

The TKO Operating Agreement provides that, except as otherwise determined by TKO Group Holdings, if at any time TKO Group Holdings issues shares of our Class A common stock or any other equity or equity-linked security of TKO Group Holdings entitled to any economic rights, TKO OpCo will then issue an equal amount of common units (or other security with corresponding economic rights) of TKO OpCo to TKO Group Holdings. Similarly, except as otherwise determined by TKO Group Holdings, TKO OpCo will not issue any additional common units to TKO Group Holdings unless TKO Group Holdings issues or sells an equal number of shares of our Class A common stock. Conversely, except as otherwise determined by TKO Group Holdings, if at any time any shares of our Class A common stock are redeemed, repurchased or otherwise acquired, TKO OpCo will redeem, repurchase or otherwise acquire an equal number of common units held by TKO Group Holdings upon the same terms and for the same price per security, as the shares of our Class A common stock are redeemed, repurchased or otherwise acquired. In addition, except as otherwise determined by TKO Group Holdings, TKO OpCo will not affect any subdivision (by any unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of TKO OpCo Units unless it is accompanied by a substantively identical subdivision or combination of TKO Group Holdings common stock.

Subject to certain exceptions, TKO OpCo will indemnify all of its members and their officers and other related parties against all losses or expenses arising from claims or other legal proceedings in which any such person (in its capacity as such) may be involved or become subject to in connection with TKO OpCo's business or affairs or the TKO Operating Agreement or any related document.

The TKO Operating Agreement provides that the members of TKO OpCo (other than TKO Group Holdings) (or certain permitted transferees thereof) have the right from time to time, subject to certain restrictions, to cause TKO OpCo to redeem any or all of their common units (with the simultaneous redemption of shares of our Class B common stock), in exchange for, at TKO Group Holdings' election (subject to certain exceptions), either cash (based on the market price of a share of our Class A common stock) or shares of our Class A common stock, and if such redemption is made in exchange for shares of Class A common stock, it shall be effected as a direct purchase by TKO Group Holdings. If, on the date of the applicable exchange notice, the aggregate amount of TKO Group Holdings' cash balance plus the aggregate amount of any loans by TKO Group Holdings to TKO OpCo as permitted under TKO Group Holdings' cash management policy, in the aggregate, is in excess of \$100 million, any exchange may only occur 30 days following the giving of notice by Endeavor.

Under the Governance Agreement, common units will be subject to restrictions on transfer, which are more fully described in the section entitled "—Certain Restrictions on the EDR Subscribers and Endeavor" below.

Governance Agreement

On September 12, 2023, we entered into a governance agreement with Endeavor, EDR OpCo, January Capital Sub, LLC, January Capital HoldCo, TKO OpCo and Mr. McMahon. On January 23, 2024, the parties amended the governance agreement to, among other things, increase the size of the Board from 11 to 13 directors and permit each of Mr. McMahon and Endeavor to appoint one additional director (as amended, the "Governance Agreement"). Pursuant to the Governance Agreement, WWE, the WWE Designees and Endeavor are entitled to certain director appointment rights relating to our Board as further described below. The Governance Agreement also places restrictions on the EDR subscribers' ability to effect certain actions.

Prior to Mr. McMahon's resignation from his position as Executive Chair and a member of the Board on January 26, 2024 (the "Executive Chair Sunset"), Mr. McMahon was also entitled to certain director appointment rights under the Governance Agreement. As of the Executive Chair Sunset, Mr. McMahon no longer has the right to designate any directors of the Company, and his designation rights passed to the WWE Designees (acting by majority) until December 31, 2025.

TKO Group Holdings Board Nominees

Appointment Rights Held by the WWE Designees

Until December 31, 2025, the slate of individuals nominated for election to the Board must include all six of the WWE Designees, provided that the WWE Designees shall at all times include at least three independent directors. Until December 31, 2025, the WWE

Designees (acting by majority) have the right to designate the successors to all six of the WWE Designees, three of whom must be independent.

Appointment Rights Held by Endeavor

Until the date on which Endeavor no longer owns, directly or indirectly, more than 20% in the aggregate of the voting power of the then-outstanding shares of capital stock of TKO Group Holdings, the slate of individuals nominated for election to the Board must include the EDR Designees, provided that the EDR Designees shall at all times include at least three independent directors. In the event that a majority of the Board determines in good faith that an EDR Designee is not qualified to serve on the Board or does not satisfy an applicable law or other regulation of the SEC or NYSE, then such individual will not be included in the slate of nominees and Endeavor will be permitted to submit a replacement nominee to the slate of individuals nominated for election to the Board in accordance therewith. TKO Group Holdings will take all necessary action within its control so that each replacement nominee is nominated and elected to the Board.

Other Appointment Provisions

Under the Governance Agreement, subject to the rights to designate a replacement as otherwise set forth therein, the full Board has the right to designate nominees for election at annual stockholder meetings for, or to fill vacancies in, all director positions. Subject to the right to designate a replacement, in the event that the nominating and corporate governance committee of the Board determines in good faith that a nominating person's designee that must be independent does not satisfy the applicable independence criteria, then we will not be required to include such individual in the slate of nominees to be recommended by the Board for election; however, the nominating person of any such individual is permitted to submit a replacement nominee that would qualify as independent. For so long as any nominating person has the right to designate an EDR Designee or a WWE Designee, in the event that (a) a vacancy is created at any time by the death, disability, retirement, resignation or removal of an EDR Designee or a WWE Designee or (b) an individual is disqualified by the Board or the nominating and corporate governance committee, then the applicable nominating person may designate another individual as its designee to either fill the applicable vacancy or be included on the slate of nominees to be recommended by the Board for election at its next meeting of the stockholders, and TKO Group Holdings will take all necessary action within its control so that each replacement nominee is nominated and elected to the Board.

At any meeting convened before December 31, 2025 at which directors are to be elected, the EDR subscribers and each of their permitted transferees have agreed to vote all of their shares of common stock in favor of the election of the WWE Designees, and the EDR subscribers and each of their permitted transferees have agreed to vote all of their shares of our common stock against any action taken in respect of the removal of any such WWE Designees from the Board. At any meeting of the stockholders of TKO Group Holdings convened before December 31, 2025 at which directors are to be elected, Mr. McMahon and each of his permitted transferees have agreed to vote all of their shares of our common stock in favor of the election of the EDR Designees and against any action taken in respect of the removal of any EDR Designee from the Board.

Certain Restrictions on the EDR Subscribers and Endeavor

During the period beginning on the date of the execution of the Governance Agreement and ending on the two-year anniversary of the date of its execution, except for certain permitted transfers or transfer of shares of our Class A common stock or TKO OpCo common units at a price below the 30-day VWAP of shares of our Class A common stock (or other applicable principal security of TKO Group Holdings from time to time), the EDR subscribers will not transfer any (i) shares of our Class A common stock or (ii) TKO OpCo common units without the approval of a majority of the WWE Designees. Following the two-year anniversary of the completion of the Transactions, the EDR subscribers will be permitted to transfer their shares of our Class A common stock or TKO OpCo common units, other than transfers that (A) would be at a price above the 30-day VWAP of shares of our Class A common stock (or other applicable principal security of TKO Group Holdings from time to time) and (B) would result in any third party controlling 25% or more of the voting power or economic interests of TKO Group Holdings or TKO OpCo, which transfers will require either (i) the approval of a majority of the WWE Designees or (ii) the acquiror in such a proposed transfer to make a pro rata offer on equivalent terms to all of the other securityholders of TKO Group Holdings and TKO OpCo, as applicable.

Without the approval of a majority of the independent directors of our Board, Endeavor and its controlled affiliates have agreed not to (a) acquire all of the outstanding equity interests in, or all or substantially all of the assets of, TKO Group Holdings or TKO OpCo, (b) increase their direct or indirect beneficial ownership or economic or voting interests in TKO Group Holdings or TKO OpCo above 75% of the then-current outstanding economic or voting interests of TKO Group Holdings or TKO OpCo by virtue of additional acquisitions or (c) effect a sale of TKO Group Holdings or TKO OpCo that would result in the receipt of a disproportionate "control premium" (or other disparate consideration) relative to other stockholders of TKO Group Holdings (except for amounts explicitly and directly in respect of services contemplated by the services agreement).

During the period beginning on the date of the execution of the Governance Agreement and ending on the later of (i) the five-year anniversary of the completion of the Transactions and (ii) the six-month anniversary of Endeavor ceasing to hold or beneficially own, directly or indirectly (including through controlled affiliates) more than 20% (in the aggregate) of the voting power of the then-

outstanding shares or capital stock of the Company, Endeavor has agreed not to, and will cause its controlled affiliates (other than TKO OpCo and its subsidiaries) not to, (a) other than de minimis passive investments, acquire or invest in any professional wrestling league that is competitive with WWE or other professional mixed martial arts league that is competitive with UFC (acting alone or in concert with any person (including any other affiliates of Endeavor)) or (b) represent (i) any professional wrestling league that is competitive with WWE, (ii) any athlete or wrestling talent in respect of their contractual relationship with TKO OpCo or any of its subsidiaries or (iii) any former wrestling talent of WWE in respect of their contractual relationship with any professional wrestling league that is competitive with WWE.

Services Agreement

On September 12, 2023, TKO OpCo entered into a services agreement with Endeavor (the "Services Agreement") whereby Endeavor and its affiliates provide, or cause to be provided, certain services to TKO OpCo and its subsidiaries, and TKO OpCo and its subsidiaries provide, or cause to be provided, certain services to Endeavor and its affiliates. The services provided pursuant to the Services Agreement cover the following general areas:

- ☐ *Transition Services:* Endeavor and its affiliates provide transition services to TKO OpCo and its subsidiaries on a temporary basis to support the transition of certain human resources functions to TKO OpCo and its subsidiaries.
- ☐ *Administrative Services:* Endeavor and its affiliates provide administrative support services to TKO OpCo and its subsidiaries in the areas of finance and accounting, tax, human resources, information technology, facilities, insurance, procurement, legal, corporate communications and business development. TKO OpCo and its subsidiaries provide administrative support services to Endeavor and its affiliates in the areas of facilities, legal support, information technology and human resources.
- ☐ *Commercial Services:* Endeavor and its affiliates provide commercial services to TKO OpCo and its subsidiaries, covering streaming services, live event production, content production, ticketing and hospitality, content licensing, gaming-related services, marketing and event services, consumer product licensing and sponsorships.

The Services Agreement became effective upon the completion of the Transactions and, subject to certain termination rights of each party, has an initial term of seven years with successive automatic renewal periods of 12 months each, unless Endeavor provides written notice of its intent not to renew. The services that are designated to be provided on a transitional basis will be provided for the period of time specified in the Services Agreement, subject to one extension of up to an additional three months by mutual agreement.

Pursuant to the Services Agreement and in consideration for the services provided thereunder, TKO OpCo has agreed to pay Endeavor: (i) the fees set forth below plus (ii) any and all reasonable, actual out-of-pocket costs, fees, assessments or expenses (including, without limitation, insurance premiums, license and subscription fees, rent and certain costs of third party service providers engaged in the ordinary course) incurred in connection with the performance of such services (clause (ii), "Additional Fees"):

- ☐ *WWE Service Fees:* WWE has a grace period for 180 days following the completion of the Transactions (the "Grace Period") during which time it shall pay no fee. For the 12 months following the Grace Period (the "Initial WWE Period"), WWE shall pay a service fee of \$25 million. For the 12 months following the Initial WWE Period, WWE shall pay a service fee of \$35 million, and for any subsequent 12-month periods, the service fee paid by WWE shall increase by 1% annually; and
- ☐ *UFC Service Fees:* For the 12 months following the completion of the Transactions (the "Initial UFC Period"), UFC shall pay a service fee of \$35 million. For the 12 months following the Initial UFC Period, UFC shall pay a service fee of \$35 million, and for any subsequent 12-month periods, the service fee paid by UFC shall increase by 1% annually;

provided that any Additional Fees in excess of \$50,000.00 that are not consistent with historical practice between the parties for any individual service (including business travel and related expenses) shall require advance written approval (not to be unreasonably withheld, delayed or conditioned) of the service recipient.

Pursuant to the Services Agreement, Endeavor permits TKO to use Endeavor's aircrafts. The incremental cost to Endeavor for such use of the aircrafts during the period in 2023 following the consummation of the Transactions was \$483,736. Incremental cost is calculated on the basis of cost-per-mile based upon the variable costs of the flight, including fuel, variable maintenance and ground transportation.

Registration Rights Agreement

On September 12, 2023, we entered into a registration rights agreement with Endeavor, Mr. McMahon and other stockholders of the Company (the "Registration Rights Agreement"), whereby Endeavor and Mr. McMahon have demand rights that require the Company to file registration statements registering their respective shares of Class A common stock (including shares of Class A common stock issuable upon the exercise by members of TKO OpCo of their redemption rights described elsewhere herein). The registration rights agreement also includes customary piggyback rights, subject to certain priority provisions.

The Registration Rights Agreement requires us to file and thereafter keep effective a registration statement on Form S-1 under the Securities Act providing for the offer and sale of all or part of Mr. McMahon's registrable securities, and to use reasonable best efforts to become and remain eligible to use Form S-3, and thereafter file and keep effective a registration statement on Form S-3 under the Securities Act providing for the offer and sale of Mr. McMahon's registrable securities. In addition, the Registration Rights Agreement required us to register for the offer and sale of Mr. Khan's registrable securities for a period of 90 days following the date of effectiveness of the registration statement on Form S-4. Pursuant to the Registration Rights Agreement, on September 15, 2023, the Company filed a shelf registration statement on Form S-1 (File No. 333-274541) with the SEC, which became effective on September 19, 2023. We also agreed to reasonably assist and cooperate with underwritten shelf takedown offerings for sales with an aggregate offering price of at least \$50 million, and will bear all registration expenses, other than customary underwriting commissions of fees.

Stockholders Agreement

On April 2, 2023, concurrently with the execution of the transaction agreement, Endeavor and Mr. McMahon entered into the stockholders agreement (the "Stockholders Agreement"), pursuant to which, among other things and subject to certain exceptions set forth therein, Mr. McMahon agreed:

- ☐ not to transfer shares of WWE common stock prior to completion of the Transactions;
- ☐ to provide customary assistance in respect of any required regulatory filings and comply with the "clear skies" provision of the transaction agreement; and
- ☐ following the completion of the Transactions, to provide Endeavor with a right of first offer in respect of the transfer of his shares of common stock, subject to certain exception, including in connection with any margin loans or pledges with respect to such securities.

Certain provisions of the Stockholders Agreement terminated upon the closing of the Transactions.

Management Equity

For more information, please see Part III, Item 11. "Executive Compensation."

Indemnification Agreements

We have entered into indemnification agreements with each of our executive officers and directors that provides, in general, that we will indemnify them to the fullest extent permitted by law in connection with their service to us or on our behalf.

Employment Arrangements

We have entered into employment and other compensation agreements with certain of our named executive officers. See "Executive Compensation." Each of Messrs. Emanuel, Shapiro and Krauss also receive compensation from Endeavor for their services to Endeavor, the cost of which is borne by Endeavor.

Other Transactions

On January 22, 2024 (the "Effective Date"), the Company and WWE entered into an IP Assignment Agreement with certain affiliates of Mr. Johnson, pursuant to which WWE assigned to Mr. Johnson (via one of his affiliates) "The Rock" trademark and certain related trademarks, service marks, ring names, taglines and other intellectual property assets (the "Assigned IP"). On the Effective Date, WWE also entered into an Independent Services Contractor and Merchandising Agreement with Mr. Johnson and certain of his affiliates (the "Johnson Services Agreement"), pursuant to which Mr. Johnson agreed to provide to WWE certain promotional and other services. Under the terms of the Johnson Services Agreement, Mr. Johnson further agreed to license the Assigned IP and Mr. Johnson's name, likeness and certain other intellectual property rights to WWE for use in connection with certain categories of licensed products related to professional wrestling for up to 10 years, subject to certain earlier termination rights. As consideration for Mr. Johnson's services pursuant to the Johnson Services Agreement, and in respect of the intellectual property grants and licenses made by Mr. Johnson and his affiliates in connection therewith, Mr. Johnson received an award of restricted stock units in respect of Class A common stock, in an amount equal to \$30,000,007 (the "Johnson Equity Award"). Subject to certain forfeiture and acceleration events, the Johnson Equity Award will vest as follows: 25% on the Effective Date; 25% upon completion of certain services described in the Services Agreement; 25% on December 31, 2024; and the remaining 25% in equal monthly installments from January 31, 2025 through December 31, 2025. Prior to the Effective Date, Mr. Johnson received annual royalties from WWE in connection with his appearances in WWE-produced content, merchandise, and other services performed for WWE. For the year ended December 31, 2023, Mr. Johnson received royalties in an aggregate amount of approximately \$491,000. Following the Effective Date, Mr. Johnson will continue to receive such annual royalties from WWE and will be entitled to receive royalties in connection with the sale of licensed products that utilize the Assigned IP and his name, likeness and other intellectual property rights in accordance with the Johnson Services Agreement.

On November 14, 2023, Mr. McMahon (the “Selling Stockholder”) completed an underwritten secondary offering of 8,400,000 shares of our Class A common stock at an offering price of \$79.80 per share. Pursuant to the underwriting agreement, the Company purchased 1,308,729 shares of its Class A common stock from the underwriters, at a price of \$76.41 per share, which was equal to the price paid by the underwriters to the Selling Stockholder, resulting in an aggregate purchase price by the Company of approximately \$100.00 million.

Controlled Company

Because Endeavor controls more than 50% of our combined voting power for the election of directors, we are considered a “controlled company” for the purposes of the NYSE’s rules and corporate governance standards. As a “controlled company,” we are permitted to, and intend to, elect not to comply with certain corporate governance requirements of the NYSE, for example, those that would otherwise require that we establish a nominating and corporate governance committee composed entirely of independent directors. Additionally, we may elect to rely on additional exemptions for so long as we remain a “controlled company.” Accordingly, holders of our Class A common stock will not have the same protections afforded to stockholders of companies that are subject to all of the rules and corporate governance standards of NYSE, and the ability of our independent directors to influence its business policies and affairs may be reduced. See “Risk Factors—Risks Related to Our Organization and Structure—We are exempt from certain corporate governance requirements since we are a “controlled company” within the meaning of NYSE rules, and as a result our stockholders do not have the protections afforded by these corporate governance requirements.” For a detailed discussion of the composition of our Board see “—Structure of the Board of Directors” below.

Director Independence

Under our bylaws, a director qualifies as “independent” if such director (a) is qualified as an independent director under the NYSE rules and (b) is not (x) an affiliate, equity security or interest holder, partner, member (in the case of each of the foregoing other than in respect of less than 5% of the voting or economic interest of the applicable person) of TKO OpCo, Endeavor, TKO Group Holdings or any of their respective affiliates and (y) any employee, director, officer, or an immediate member of family (as applicable) of any person described in (x) or of TKO OpCo, Endeavor or any of their respective affiliates.

The Board has determined that each of Mr. Bynoe, Mr. Keywell, Mr. Koonin, Mr. Kraft, Ms. Medina, Ms. Tellem and Ms. Wheeler, seven of our 12 directors, qualifies as “independent” under the NYSE rules and our bylaws.

Structure of the Board of Directors

Composition

The Governance Agreement provides that, until December 31, 2025, our slate of individuals nominated for election to the Board will include all six of the WWE Designees. Until the Executive Chair Sunset, Mr. McMahon had the right to designate the nominee for his seat, one non-independent director and one independent director. Following the Executive Chair Sunset and until December 31, 2025, the then-appointed WWE Designees (acting by majority) have the right to designate the successors to all six of the WWE Designees, three of whom must qualify as “independent” as defined under the Company’s bylaws and described above under “—Director Independence.”

The Governance Agreement also provides that, until the date on which Endeavor no longer owns, directly or indirectly, more than 20% in the aggregate of the voting power of the then-outstanding shares of our capital stock, the slate of individuals nominated for election to the Board will include the EDR Designees, provided that the EDR Designees will at all times include at least three directors who qualify as “independent.” In the event that a majority of the Board determines in good faith that an EDR Designee is not qualified to serve on the Board or does not satisfy an applicable law or other regulation of the SEC or NYSE, then such individual will not be included in the slate of nominees and Endeavor will be permitted to submit a replacement nominee to the slate of individuals nominated for election to the Board in accordance therewith. We will take all necessary action within our control so that each replacement nominee is nominated and elected to the Board.

Each of Egon P. Durban, Ariel Emanuel, Bradley A. Keywell, Jonathan A. Kraft, Sonya E. Medina, Mark Shapiro and Carrie Wheeler are the Endeavor Designees, and each of Peter C.B. Bynoe, Dwayne Johnson, Nick Khan, Steven R. Koonin, and Nancy R. Tellem are the WWE Designees. In addition, Vincent K. McMahon, prior to his departure, was a WWE Designee.

For further information regarding the Governance Agreement and the structure of the Board, see Part III, Item 13. “Certain Relationships and Related Transactions, and Director Independence —Governance Agreement.”

Item 14. Principal Accounting Fees and Services

The following table presents aggregate fees billed to us for the years ended December 31, 2023 and 2022 by our independent registered public accounting firm, Deloitte & Touche LLP ("Deloitte"):

Fee Category	2023	2022
Audit Fees	\$ 3,010,000	\$ 586,250
Audit-Related Fees	1,885,433	—
Tax Fees	5,000	4,426
All Other Fees	—	—
Total Fees	<u>\$ 4,900,433</u>	<u>\$ 590,676</u>

Audit Fees

Audit fees in 2023 consisted of fees for the audit of the Company's annual consolidated financial statements included in this Annual Report on Form 10-K and the reviews of the Company's interim consolidated financial statements included in our quarterly reports on Form 10-Q. In 2022, such fees consisted of fees for the audit of TKO OpCo's annual consolidated financial statements and reviews of TKO OpCo's interim consolidated financial statements.

Audit-Related Fees

Audit-related fees in 2023 consisted of fees for professional services related to our business combination of the Ultimate Fighting Championship ("UFC") and World Wrestling Entertainment, LLC (f/k/a World Wrestling Entertainment, Inc.) ("WWE") businesses under TKO Operating Company, LLC (f/k/a Zuffa Parent, LLC) ("Zuffa" or "TKO OpCo"), including in relation to our registration statement on Form S-1 and our resale registration statement on Form S-1.

Tax Fees

The tax fees listed above for 2023 and 2022 were billed for tax compliance and advice.

Audit Committee Pre-Approval Policy and Procedures

The formal written charter for our audit committee requires that the audit committee pre-approve all audit services to be provided to us and all other services (review, attest and non-audit) to be provided to us by our independent registered public accounting firm, other than de minimis non-audit services approved in accordance with applicable SEC rules.

The audit committee has adopted a policy (the "Pre-Approval Policy") that sets forth the procedures and conditions pursuant to which audit and non-audit services proposed to be performed by our independent registered public accounting firm may be pre-approved. The Pre-Approval Policy generally provides that the audit committee will not engage our independent registered public accounting firm to render any audit, audit-related, tax or permissible non-audit service unless the service is either (i) explicitly approved by the audit committee ("specific pre-approval") or (ii) entered into pursuant to the pre-approval policies and procedures described in the Pre-Approval Policy ("general pre-approval"). Unless a type of service to be provided by our independent registered public accounting firm has received general pre-approval under the Pre-Approval Policy, it requires specific pre-approval by the audit committee or by a designated member of the audit committee to whom the committee has delegated the authority to grant pre-approvals.

The chairperson of the audit committee, to whom the audit committee has delegated authority to make pre-approval decisions requested between meetings of the audit committee, must report any such pre-approval decisions to the audit committee at its next scheduled meeting. If circumstances arise where it becomes necessary to engage the independent registered public accounting firm for additional services not contemplated in the original pre-approval categories or above the pre-approved amounts, the audit committee requires pre-approval for such additional services or such additional amounts. Any proposed services exceeding pre-approved cost levels or budgeted amounts will also require specific pre-approval. For both types of pre-approval, the audit committee will consider whether such services are consistent with the SEC's rules on auditor independence.

The above-described services provided to us by our independent registered public accounting firm prior to the Transactions were provided under engagements entered into prior to our adoption of our pre-approval policies and, following the Transactions, in accordance with such policies.

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following documents are filed as part of this Annual Report on Form 10-K:

(a)(1) The financial statements as indicated in index set forth on page F-1.

(a)(2) Financial statement schedules have been omitted since they either are not required, not applicable, or the information is otherwise included in the consolidated financial statements or the related footnotes.

(a)(3) Exhibits:

Exhibits

Exhibit Number	Description	Form	File No.	Exhibit	Filing Date	Filed/Furnished Herewith
2.1#	Transaction Agreement, dated April 2, 2023, by and among Endeavor Group Holdings, Inc., Endeavor Operating Company, LLC, Zuffa Parent, LLC, World Wrestling Entertainment, Inc., New Whale Inc., and Whale Merger Sub Inc.	424(b)(3)	333-271893	Annex A	08/22/2023	
3.1	Amended and Restated Certificate of Incorporation of TKO Group Holdings, Inc.	S-8	333-274480	4.1	09/12/2023	
3.2	Amended and Restated Bylaws of TKO Group Holdings, Inc.	S-8	333-274480	4.2	09/12/2023	
4.1	Registration Rights Agreement, dated as of September 12, 2023, by and among TKO Group Holdings, Inc., Endeavor Group Holdings, Inc. and Vincent K. McMahon.	8-K	001-41797	4.1	09/12/2023	
4.2	Indenture between World Wrestling Entertainment, Inc. and U.S. Bank National Association, as trustee, dated December 16, 2016.	8-K	001-16131	4.1	12/16/2016	
4.3	Form of 3.375% Convertible Senior Note due 2023.	8-K	001-16131	4.1	12/16/2016	
4.4	First Supplemental Indenture, among World Wrestling Entertainment, Inc., New Whale Inc. and U.S. Bank Trust Company, National Association, as trustee.	8-K	001-16131	4.2	09/12/2023	
4.5	Description of Securities.					*
10.1	Amended and Restated Operating Agreement of TKO Operating Company, LLC.	8-K	001-41797	10.1	09/12/2023	
10.2	Governance Agreement, dated as of September 12, 2023, by and among Endeavor Group Holdings, Inc., Endeavor Operating Company, LLC, January Capital Sub, LLC, January Capital HoldCo, LLC, TKO Operating Company, LLC, TKO Group Holdings, Inc., and Vince McMahon.	8-K	001-41797	10.2	09/12/2023	
10.3	Amendment No. 1, dated as of January 23, 2024, to the Governance Agreement, dated as of September 12, 2023, by and among Endeavor Group Holdings, Inc., Endeavor Operating Company, LLC, January Capital Sub, LLC, January Capital HoldCo, LLC, TKO Operating Company, LLC, TKO Group Holdings, Inc., and Vincent K. McMahon.					*

10.4#	Services Agreement, dated as of September 12, 2023, by and among Endeavor Group Holdings, Inc. and TKO Operating Company, LLC.	8-K	001-41797	10.3	09/12/2023
10.5	Form of Indemnification Agreement.	8-K	001-41797	10.15	09/12/2023
10.6+	Term Employment Agreement, dated as of September 12, 2023, by and between TKO Group Holdings, Inc. and Ariel Emanuel.	8-K	001-41797	10.16	09/12/2023
10.7+	Term Employment Agreement, dated as of January 21, 2024, by and between TKO Group Holdings, Inc. and Mark Shapiro.	8-K	001-41797	10.1	01/23/2024
10.8+	Term Employment Agreement, dated as of January 12, 2024, by and between TKO Group Holdings, Inc. and Seth Krauss.	8-K	001-41797	10.1	01/12/2023
10.9+	Term Employment Agreement, dated as of November 5, 2023, by and between TKO Group Holdings, Inc. and Andrew Schleimer.	10-Q	001-41797	10.8	11/07/2023
10.10	Stockholders Agreement, dated April 2, 2023, by and between Endeavor Group Holdings, Inc. and Vincent K. McMahon.	8-K	001-40373	10.1	04/03/2023
10.11+	TKO Group Holdings, Inc. 2023 Incentive Award Plan.	S-8	333-274480	4.3	09/12/2023
10.12+	Form of Stock Option Grant Notice and Stock Option Award Agreement under the TKO Group Holdings, Inc. 2023 Incentive Award Plan.	8-K	001-41797	10.20	09/12/2023
10.13+	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement under the TKO Group Holdings, Inc. 2023 Incentive Award Plan (Sell to Cover).	8-K	001-41797	10.21	09/12/2023
10.14+	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement under the TKO Group Holdings, Inc. 2023 Incentive Award Plan (Net Settlement).	8-K	001-41797	10.22	09/12/2023
10.15+	World Wrestling Entertainment, Inc. 2016 Omnibus Incentive Plan.	DEF 14A	001-16131	Annex A	03/11/2016
10.16+	Amended and Restated Non-Employee Director Compensation Policy.				*
10.17	First Lien Credit Agreement dated as of August 18, 2016, among Zuffa Guarantor, LLC, UFC Holdings, LLC, the lenders party thereto, Goldman Sachs Bank USA, as administrative agent, collateral agent, swingline lender and issuing bank, Deutsche Bank Securities Inc., as syndication agent, and Goldman Sachs Bank USA, Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc. and KKR Capital Markets LLC as co-documentation agents.	S-1	333-254908	10.10	03/31/2021
10.18	First Refinancing Amendment, dated as of February 21, 2017, among Zuffa Guarantor, LLC, UFC Holdings, LLC, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent.	S-1	333-254908	10.11	03/31/2021

10.19	First Lien Incremental Term Facility Amendment, dated as of April 25, 2017, among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent and the initial First Additional Term B Lender.	S-1	333-254908	10.13	03/31/2021	
10.20	Third Amendment dated as of March 26, 2019, among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent, and the lenders party thereto.	S-1	333-254908	10.14	03/31/2021	
10.21	Fourth Amendment dated April 29, 2019, among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent, and the lenders party thereto.	S-1	333-254908	10.15	03/31/2021	
10.22	Fifth Amendment dated September 18, 2019, among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent, and the lenders party thereto.	S-1	333-254908	10.16	03/31/2021	
10.23	Sixth Amendment dated June 15, 2020, among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent, and the lenders party thereto.	S-1	333-254908	10.18	03/31/2021	
10.24	Second Refinancing Amendment dated as of January 27, 2021, among Zuffa Guarantor, LLC, UFC Holdings, LLC, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent.	S-1	333-254908	10.12	03/31/2021	
10.25	Eighth Amendment, dated October 27, 2021, to the First Lien Credit Agreement, dated as of August 18, 2016 among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent, and the lenders party thereto, as amended.	8-K	001-40373	10.1	10/27/2021	
10.26	Third Refinancing Amendment dated as of April 10, 2023, among Zuffa Guarantor, LLC, UFC Holdings, LLC, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent.	10-Q	001-40373	10.4	05/09/2023	
10.27#	Tenth Amendment, dated as of June 26, 2023, to the First Lien Credit Agreement, dated as of August 18, 2016, among Zuffa Guarantor, LLC, UFC Holdings, LLC, Goldman Sachs Bank USA, as administrative agent, and the lenders party thereto, as amended.	10-Q	001-40373	10.6	08/08/2023	
10.28+	Employment Agreement, dated as of November 22, 2023, by and between TKO Group Holdings, Inc. and Nick Khan.					*
10.29#, ^	Independent Contractor Services and Merchandising Agreement, dated as of January 22, 2024, by and among World Wrestling Entertainment, LLC, 7 Bucks Entertainment, Inc., DJIP, LLC and Tag-Team Enterprises, Inc.					*
10.30#, ^	IP Assignment Agreement, dated as of January 22, 2024, by and among DJIP, LLC, Tag-Team Enterprises, Inc., 7 Bucks Entertainment, Inc., World Wrestling Entertainment, LLC and TKO Group Holdings, Inc.					*
10.31^	Award Agreement, dated as of January 22, 2024, by and between TKO Group Holdings, Inc. and Dwayne Johnson					*
21.1	Subsidiaries of TKO Group Holdings, Inc.					*

23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm of TKO Group Holdings, Inc.	*
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.	*
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.	*
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.	**
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.	**
97.1	TKO Group Holdings, Inc. Policy for Recovery of Erroneously Awarded Compensation.	*
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	*
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	*
104	Cover Page Interactive Data File – formatted as Inline XBRL and contained in Exhibit 101.	*

* Filed herewith.

** Furnished herewith.

Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant undertakes to furnish supplemental copies of any of the omitted schedules or similar attachments upon request by the SEC.

^ Certain portions of this exhibit (indicated by "[***]") have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Registrant undertakes to furnish unredacted versions of the exhibit upon request by the SEC.

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

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

TKO GROUP HOLDINGS, INC.

Date: February 27, 2024

By: /s/ ARIEL EMANUEL

Ariel Emanuel

Executive Chair and Chief Executive Officer

(principal executive officer)

By: /s/ ANDREW SCHLEIMER

Andrew Schleimer

Chief Financial Officer

(principal financial officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title or Capacity</u>	<u>Date</u>
<u>/s/ ARIEL EMANUEL</u> Ariel Emanuel	Executive Chair, Chief Executive Officer and Director (principal executive officer)	February 27, 2024
<u>/s/ ANDREW SCHLEIMER</u> Andrew Schleimer	Chief Financial Officer (principal financial officer)	February 27, 2024
<u>/s/ SHANE KAPRAL</u> Shane Kapral	Chief Accounting Officer (principal accounting officer)	February 27, 2024
<u>/s/ MARK SHAPIRO</u> Mark Shapiro	President and Chief Operating Officer and Director	February 27, 2024
<u>/s/ NICK KHAN</u> Nick Khan	President of WWE and Director	February 27, 2024
<u>/s/ PETER C.B. BYNOE</u> Peter C.B. Bynoe	Director	February 27, 2024
<u>/s/ EGON P. DURBAN</u> Egon P. Durban	Director	February 27, 2024
<u>/s/ DWAYNE JOHNSON</u> Dwayne Johnson	Director	February 27, 2024
<u>/s/ BRAD KEYWELL</u> Brad Keywell	Director	February 27, 2024
<u>/s/ STEVEN R. KOONIN</u> Steven R. Koonin	Director	February 27, 2024
<u>/s/ JONATHAN A. KRAFT</u> Jonathan A. Kraft	Director	February 27, 2024
<u>/s/ SONYA E. MEDINA</u> Sonya E. Medina	Director	February 27, 2024
<u>/s/ NANCY R. TELLEM</u> Nancy R. Tellem	Director	February 27, 2024
<u>/s/ CARRIE WHEELER</u> Carrie Wheeler	Director	February 27, 2024

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	<u>Page #</u>
<u>Report of Independent Registered Public Accounting Firm</u> (PCAOB ID No. 34)	F-2
<u>Consolidated Balance Sheets as of December 31, 2023 and 2022</u>	F-4
<u>Consolidated Statements of Operations for the years ended December 31, 2023, 2022 and 2021</u>	F-5
<u>Consolidated Statements of Comprehensive (Loss) Income for the years ended December 31, 2023, 2022 and 2021</u>	F-6
<u>Consolidated Statements of Stockholders'/Members' Equity for the years ended December 31, 2023, 2022 and 2021</u>	F-7
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021</u>	F-8
<u>Notes to Consolidated Financial Statements</u>	F-9

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of TKO Group Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of TKO Group Holdings, Inc. and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive (loss) income, stockholders'/members' equity, and cash flows, for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Acquisition of WWE – Refer to Notes 1, 2 and 4 to the financial statements

Critical Audit Matter Description

The Company was formed for the purpose of facilitating the business combination of the Ultimate Fighting Championship ("UFC") and World Wrestling Entertainment, LLC ("WWE") businesses under TKO Operating Company, LLC ("TKO OpCo"), which owns and operates the UFC and WWE businesses (the "Transactions").

The Transactions have been accounted for as a reverse acquisition of WWE using the acquisition method of accounting in accordance with the guidance of Accounting Standards Codification Topic 805, *Business Combinations* ("ASC 805"), with TKO OpCo, the legal acquirer, treated as the accounting acquirer. Based on this determination, the Company has allocated the preliminary purchase price to the fair value of WWE's identifiable assets and liabilities as of September 12, 2023, the closing date, with the excess preliminary purchase price recorded as goodwill. The Company consolidates the financial results of TKO OpCo and reports a non-controlling interest representing the economic interest in TKO OpCo held by the other members of TKO OpCo.

We identified the Company's conclusion to consolidate TKO OpCo and to treat TKO OpCo as the accounting acquirer as a critical audit matter because of the significant audit effort necessary to evaluate the Company's conclusions and the resulting characterization and overall basis of presentation of the Company's financial statements and disclosures. This required a higher degree of auditor judgment and an increased extent of effort in auditing the accounting for and presentation of the business combination.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's consolidation and accounting acquirer conclusions included the following, among others:

- ☐ We inspected the merger agreement and other relevant information to evaluate the key terms of the business combination.

- ☐ With the assistance of professionals in our firm having expertise in accounting for consolidations and business combinations, we evaluated management's conclusion regarding consolidation and which entity represented the accounting acquirer.
- ☐ We evaluated the financial statement presentation and disclosures regarding the business combination with the accounting conclusions reached and disclosure requirements.

Revenue Recognition – Refer to Notes 2 and 16 to the financial statements

Critical Audit Matter Description

The Company's revenue is recognized when control of the promised goods or services is transferred to its customers either at a point in time or over time, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. For contracts which have more than one performance obligation, the total contract consideration is allocated based on management's estimate of each performance obligation's stand-alone selling price. The Company primarily derives revenue from the following sources: (i) media rights and content fees associated with the distribution of content, (ii) ticket sales at live events and site fees, (iii) sponsorship and advertising sales, and (iv) consumer products licensing.

Significant judgment is exercised by the Company in determining revenue recognition for certain multiple year customer arrangements with multiple performance obligations at inception or amendment, and includes the following:

- ☐ Identification and evaluation of the treatment of contract terms that may impact the timing and amount of revenue recognized.
- ☐ Determination of whether the services are considered distinct performance obligations.
- ☐ Determination of the allocation of the transaction price to each distinct performance obligation.

We have identified revenue recognition for certain significant multiple year customer arrangements with multiple performance obligations at inception or amendment as a critical audit matter because of the significant audit effort necessary to evaluate the Company's conclusions. This required a higher degree of auditor judgment and an increased extent of effort in auditing the accounting for these arrangements.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the revenue recognition for these significant multiple year customer arrangements at inception or amendment included the following, among others:

- ☐ We evaluated the Company's revenue recognition policy for arrangements with multiple performance obligations.
- ☐ We obtained and read the underlying contracts, including master agreements, amended agreements, and other source documents that were part of the arrangement.
- ☐ We tested management's identification of the performance obligations within the customer contract.
- ☐ We tested management's allocation of transaction price to each distinct performance obligation.
- ☐ We tested management's assessment of whether to recognize revenue at a point in time or over time for the identified performance obligations in each contract.
- ☐ We tested the mathematical accuracy of management's calculations of revenue and the associated timing of revenue recognition in the financial statements.

/s/ Deloitte & Touche LLP

New York, New York
February 27, 2024

We have served as the Company's auditor since 2016.

TKO GROUP HOLDINGS, INC.
Consolidated Balance Sheets
(In thousands, except share and per share data)

	As of December 31,	
	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 235,839	\$ 180,574
Accounts receivable (net of allowance for doubtful accounts of \$ 1,093 and \$ 2,355, respectively)	135,436	45,448
Other current assets	121,155	42,278
Total current assets	492,430	268,300
Property, buildings and equipment, net	608,416	175,048
Intangible assets, net	3,563,663	475,765
Finance lease right-of-use assets, net	255,709	—
Operating lease right-of-use assets, net	35,508	23,276
Goodwill	7,666,485	2,602,639
Investments	16,392	5,416
Other assets	52,136	30,286
Total assets	\$ 12,690,739	\$ 3,580,730
Liabilities, Non-controlling Interests and Stockholders' Members' Equity		
Current liabilities:		
Accounts payable	\$ 42,040	\$ 16,842
Accrued liabilities	267,363	108,189
Current portion of long-term debt	22,367	22,683
Current portion of finance lease liabilities	8,135	—
Current portion of operating lease liabilities	4,246	1,793
Deferred revenue	118,992	71,624

Other current liabilities	8,997	9,048
Total current liabilities	472,140	230,179
Long-term debt	2,713,948	2,736,315
Long-term finance lease liabilities	245,288	—
Long-term operating lease liabilities	32,911	22,594
Deferred tax liabilities	372,860	—
Other long-term liabilities	3,046	12,818
Total liabilities	3,840,193	3,001,906
Commitments and contingencies (Note 21)		
Redeemable non-controlling interests	11,594	9,908
Stockholders'/Members' equity:		
Class A common stock: (\$		
0.00001		
par value;		
5,000,000,000		
shares authorized;		
82,292,902		
and		
0		
shares issued and outstanding as of	1	
December 31, 2023 and December 31, 2022, respectively)		—
Class B common stock: (\$		
0.00001		
par value;		
5,000,000,000		
shares authorized;		
89,616,891		
and		
0		
shares issued and outstanding as of	1	
December 31, 2023 and December 31, 2022, respectively)		—
Members' capital	—	568,070

Additional paid-in capital	4,244,537	—
	(	
Accumulated other comprehensive (loss) income	332	846
	)	
	(	
Accumulated deficit	135,227	—
	)	
Total TKO Group Holdings, Inc. stockholders'/members' equity	4,108,980	568,916
Nonredeemable non-controlling interests	4,729,972	—
Total stockholders'/members' equity	8,838,952	568,916
Total liabilities, redeemable non-controlling interests and stockholders'/members' equity	\$ 12,690,739	\$ 3,580,730

See accompanying notes to consolidated financial statements

TKO GROUP HOLDINGS, INC.
Consolidated Statements of Operations
(In thousands, except per share data)

	Year Ended December 31,		
	2023	2022	2021
Revenue	\$ 1,674,968	\$ 1,140,147	\$ 1,031,944
Operating expenses:			
Direct operating costs	514,598	325,586	335,604
Selling, general and administrative expenses	549,091	210,142	241,953
Depreciation and amortization	164,616	60,032	63,250
Total operating expenses	1,228,305	595,760	640,807
Operating income	446,663	544,387	391,137
Other expenses:	(	(	(
Interest expense, net	239,042	139,567	102,247
Other (expense) income, net	186	1,271	504
Income before income taxes and equity losses of affiliates	207,435	403,549	289,394
Provision for income taxes	31,446	14,318	15,769
Income before equity losses of affiliates	175,989	389,231	273,625
Equity losses of affiliates, net of tax	266	209	—
Net income	175,723	389,022	273,625
Less: Net (loss) income attributable to non-controlling interests	32,453	1,747	1,285
Less: Net income attributable to TKO Operating Company, LLC prior to the Transactions	243,403	387,275	272,340
Net loss attributable to TKO Group Holdings, Inc.	\$ 35,227	\$ —	\$ —

		(		
		0.43		
Basic and diluted net loss per share of Class A common stock (1)	\$	)	N/A	N/A

Weighted average number of common shares used in computing basic and diluted net loss per share		82,808,019		
			N/A	N/A

(1) Basic and diluted net loss per share of Class A common stock is applicable only for the period from September 12, 2023 through December 31, 2023, which is the period following the Transactions (as defined in Note 1 to the audited consolidated financial statements). See Note 12 for the calculation of the number of shares used in computation of net loss per share of Class A common stock and the basis for computation of net loss per share.

See accompanying notes to consolidated financial statements

TKO GROUP HOLDINGS, INC.
Consolidated Statements of Comprehensive (Loss) Income
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
Net income	\$ 175,723	\$ 389,022	\$ 273,625
Other comprehensive income (loss), net of tax:			
	(	(	
Foreign currency translation adjustments	851	1,192	227
Cash flow hedges:			
	(		
Change in net unrealized (losses) gains	279	4,866	2,498
	(	(	(
Amortization of cash flow hedge fair value to net income	304	304	304
	)	)	)
Total comprehensive income, net of tax	174,289	392,392	276,046
	(		
Less: Comprehensive (loss) income attributable to non-controlling interests	32,453	1,747	1,285
	)		
Less: Comprehensive income attributable to TKO Operating Company, LLC prior to the Transactions	242,064	390,645	274,761
	(		
	35,322		
Comprehensive loss attributable to TKO Group Holdings, Inc.	\$)	\$ —	\$ —

See accompanying notes to consolidated financial statements

TKO GROUP HOLDINGS, INC.
Consolidated Statements of Stockholders'/Members' Equity
(In thousands)

	Members Capital	Common Stock				Additional Paid - in Capital	Accumulated Other Comprehensive (Loss) Income	Accumulated Deficit	Total TKO Group Holdings, Inc. Stockholders'/ Members' Equity	Nonredeemable Non- Controlling Interests	Total Stockholders'/ Members' Equity
		Class A Shares	Amount	Class B Shares	Amount						
							(				
Balance, December 31, 2020	\$ 1,119,562	—	\$ —	—	\$ —	\$ —	4,945	\$ —	1,114,617	\$ —	1,114,617
Comprehensive income	272,340	—	—	—	—	—	2,421	—	274,761	—	274,761
Accretion of redeemable non-controlling interests	1,285	—	—	—	—	—	—	—	1,285	—	1,285
	(								(		(
Distributions to members	270,339	—	—	—	—	—	—	—	270,339	—	270,339
	)								)		)
Contributions from members	35,244	—	—	—	—	—	—	—	35,244	—	35,244
Equity-based compensation	40,236	—	—	—	—	—	—	—	40,236	—	40,236
Proceeds from warrant exercise	53,088	—	—	—	—	—	—	—	53,088	—	53,088
							(				
Balance, December 31, 2021	\$ 1,251,416	—	\$ —	—	\$ —	\$ —	2,524	\$ —	1,248,892	\$ —	1,248,892
							)				
Comprehensive income	387,275	—	—	—	—	—	3,370	—	390,645	—	390,645
Accretion of redeemable non-controlling interests	1,539	—	—	—	—	—	—	—	1,539	—	1,539
	(								(		(
Distributions to members	1,095,904	—	—	—	—	—	—	—	1,095,904	—	1,095,904
	)								)		)
Contributions from members	23,744	—	—	—	—	—	—	—	23,744	—	23,744
Balance, December 31, 2022	\$ 568,070	—	\$ —	—	\$ —	\$ —	846	\$ —	568,916	\$ —	568,916
							)				
Comprehensive income (loss) prior to reorganization and acquisition	243,403	—	—	—	—	—	1,339	—	242,064	—	242,064
	(						)		(		(
Distributions to members prior to reorganization and acquisition	259,898	—	—	—	—	—	—	—	259,898	—	259,898
	)								)		)
Contributions from members prior to reorganization and acquisition	15,243	—	—	—	—	—	—	—	15,243	—	15,243
	(										
Effects of reorganization and acquisition	566,818	83,161	1	89,617	1	4,166,883	256	—	3,600,323	4,815,501	8,415,824
	)										
Comprehensive (loss) income subsequent to reorganization and acquisition	—	—	—	—	—	—	(	(	(	(	(
							95	35,227	35,322	34,139	69,461
							)	)	)	)	)
Distributions to members	—	—	—	—	—	—	—	—	—	36,689	36,689
										)	)
Contributions from members	—	—	—	—	—	—	—	—	—	3,395	3,395
Equity impacts of deferred taxes arising from changes in ownership	—	—	—	—	—	2,038	—	—	2,038	—	2,038
Stock issuances and other, net	—	265	—	—	—	16	—	—	16	—	16
		(						(	(		(
Repurchase of Class A common stock	—	1,309	—	—	—	—	—	100,000	100,000	—	100,000
		)						)	)		)
Conversions of convertible debt	—	176	—	—	—	4,226	—	—	4,226	—	4,226
Equity-based compensation						38,471			38,471		38,471

Principal stockholder contributions	—	—	—	—	—	14,807	—	—	14,807	—	14,807
Equity reallocation between controlling and non-controlling interests	—	—	—	—	—	18,096	—	—	18,096	(18,096)	—
							(	(			
Balance, December 31, 2023	\$ —	82,293	\$ 1	89,617	\$ 1	\$ 4,244,537	\$ 332	\$ 135,227	\$ 4,108,980	\$ 4,729,972	\$ 8,838,952

See accompanying notes to consolidated financial statements

TKO GROUP HOLDINGS, INC.
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 175,723	\$ 389,022	\$ 273,625
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	164,616	60,032	63,250
Amortization and impairments of content costs	23,798	14,535	9,910
Amortization and write-off of original issue discount and deferred financing costs	10,589	10,635	8,585
Equity-based compensation	57,109	23,744	63,855
Income taxes	6,831	2,334	2,368
Equity losses of affiliates	266	209	—
Loss on extinguishment of debt	—	—	1,249
Net provision for allowance for doubtful accounts	188	3,288	841
Change in equity investment fair value	—	—	889
Other, net	1,328	3	43
Changes in operating assets and liabilities, net of acquisition:			
Accounts receivable	15,066	26,404	4,396
Other current assets	11,596	9,979	16,119
Other noncurrent assets	17,082	16,786	16,689
Accounts payable and accrued liabilities	38,188	19,657	25,985
Deferred revenue	17,209	10,731	29,541
Other liabilities	2,626	744	2,212
Net cash provided by operating activities	468,381	501,723	441,235
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property, buildings and equipment and other assets	48,633	12,404	11,131
Investments in affiliates, net	765	875	499
Cash acquired from WWE	381,153	—	—
Payment of deferred consideration in the form of a dividend to former WWE shareholders	321,006	—	—
Other, net	—	15	150

		(	(
Net cash provided by (used in) investing activities	12,279	13,264	11,480
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from borrowings	100,000	—	594,300
	(	(	(
Repayment of long-term debt	133,406	82,600	207,897
	(	(	(
Repurchase of Class A common stock	100,000	—	—
	(	(	(
Redemption of profit units	—	2,877	2,877
	(	(	(
Payments for financing costs	286	—	5,028
	(	(	(
Proceeds from warrant exercise	—	—	53,088
	(	(	(
Distributions to members	296,587	1,095,904	269,079
	(	(	(
Proceeds from principal stockholder contributions	5,807	—	—
	(	(	(
Net cash (used in) provided by financing activities	424,472	1,181,381	162,507
	(	(	(
Effects of exchange rate movements on cash	923	1,192	227
	(	(	(
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	55,265	694,114	592,489
	(	(	(
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	180,574	874,688	282,199
CASH AND CASH EQUIVALENTS, END OF PERIOD	235,839	180,574	874,688
	\$	\$	\$
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid for interest	\$ 226,503	\$ 118,315	\$ 84,154
Cash payments for income taxes	\$ 23,202	\$ 14,794	\$ 18,579
NON-CASH INVESTING AND FINANCING TRANSACTIONS:			
Purchases of property and equipment recorded in accrued expenses and accounts payable	\$ 22,796	\$ 3,759	\$ 1,686
Acquisition of WWE, net of deferred consideration	\$ 8,111,055	\$ —	\$ —
	(	(	(
Accretion of redeemable non-controlling interests	\$ —	\$ 1,539	\$ 1,285
	(	(	(
Capital contribution from parent for equity-based compensation	\$ 18,638	\$ 23,744	\$ 35,244
Principal stockholder contributions	\$ 9,000	\$ —	\$ —
Convertible notes exchanged for common stock	\$ 4,226	\$ —	\$ —

See accompanying notes to consolidated financial statements

1. DESCRIPTION OF BUSINESS

TKO Group Holdings, Inc. (the "Company" or "TKO") was incorporated as a Delaware corporation in March 2023, under the name New Whale Inc., and was formed for the purpose of facilitating the business combination of the Ultimate Fighting Championship ("UFC") and World Wrestling Entertainment, LLC (f/k/a World Wrestling Entertainment, Inc.) ("WWE") businesses under TKO Operating Company, LLC (f/k/a Zuffa Parent, LLC) ("Zuffa" or "TKO OpCo"), which owns and operates the UFC and WWE businesses (the "Transactions"), as contemplated within the Transaction Agreement, dated as of April 2, 2023, by and among Endeavor Group Holdings, Inc. ("Endeavor" or "EGH"), Endeavor Operating Company, LLC, TKO OpCo, WWE, TKO, and Whale Merger Sub Inc. (the "Transaction Agreement"). On September 12, 2023, the Transactions were completed with the newly-formed TKO combining the UFC and WWE businesses. See Note 4, *Acquisition of WWE*, for further details. Under the terms of the Transaction Agreement, (A) EGH and/or its subsidiaries received (1) a

51.0

% controlling non-economic voting interest in TKO on a fully-diluted basis and (2) a

51.0

% economic interest in the operating subsidiary on a fully diluted basis, TKO OpCo, which owns all of the assets of the UFC and WWE businesses, and (B) the stockholders of WWE received (1) a

49.0

% voting interest in TKO on a fully diluted basis and (2) a

100

% economic interest in TKO, which in turn holds a

49.0

% economic interest in TKO OpCo on a fully-diluted basis.

TKO OpCo is the accounting acquirer and predecessor to TKO. Financial results and information included in the accompanying consolidated financial statements include (1) prior to the consummation of the Transactions, financial results and information of Zuffa and its consolidated subsidiaries, which includes UFC and its subsidiaries, and (2) after the consummation of the Transactions, financial results and information of TKO Group Holdings, Inc., and its consolidated subsidiaries, which includes UFC and WWE and their respective subsidiaries.

Unless the context suggests otherwise, references to the "Company" or "TKO" refer to Zuffa and its consolidated subsidiaries prior to the consummation of the Transactions and to TKO Group Holdings, Inc. and its consolidated subsidiaries after the consummation of the Transactions.

TKO is a premium sports and entertainment company which operates leading combat sports and sports entertainment brands. The Company monetizes its media and content properties through four principal activities: Media rights and content, Live events, Sponsorship and Consumer products licensing.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Basis of Presentation**

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for reporting financial information.

Principles of Consolidation

The consolidated financial statements include the accounts of all wholly-owned subsidiaries and other subsidiaries in which a controlling voting interest is maintained, which is typically present when the Company owns a majority of the voting interest in an entity and the non-controlling interests do not hold any substantive participating rights. In addition, the Company evaluates its relationships with other entities to identify whether they are variable interest entities as defined by Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, *Consolidation*, and to assess whether it is the primary beneficiary of such entities. If the determination is made that the Company is the primary beneficiary, then that entity is consolidated. All intercompany transactions and balances have been eliminated. Non-controlling interest in subsidiaries are reported as a component of equity or temporary equity in the consolidated balance sheets with disclosure of the net income (loss) and comprehensive income (loss) attributable to the Company and the non-controlling interests on the consolidated statements of operations and the consolidated statements of comprehensive income (loss). The equity method of accounting is used for investments in affiliates and joint ventures where the Company has significant influence over operating and financial policies but not control. Investments in which the Company does not have significant influence over operating and financial policies are accounted for either at fair value if the fair value is readily determinable or at cost, less impairment, adjusted for subsequent observable price changes if the fair value is not readily determinable.

TKO is the sole managing member of TKO OpCo and maintains a controlling financial interest in TKO OpCo. As sole managing member, the Company operates and controls all of the business affairs of TKO OpCo. As a result, the Company is the primary beneficiary and thus consolidates the financial results of TKO OpCo and reports a non-controlling interest representing the economic interest in TKO OpCo held by the other members of TKO OpCo. As of December 31, 2023, the Company owned

47.9

% of TKO OpCo.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the consolidated financial statements and the accompanying disclosures.

Significant accounting policies that contain subjective management estimates and assumptions include those related to revenue recognition, allowance for doubtful accounts, content cost amortization and impairment, the fair value of acquired assets and liabilities associated with acquisitions, the fair value of the Company's reporting units and the assessment of goodwill, other intangible assets and long-lived assets for impairment, determination of useful lives of intangible assets and long-lived assets acquired, the fair value of equity-based compensation, leases, income taxes and contingencies.

Management evaluates these estimates using historical experience and other factors, including the general economic environment and actions it may take in the future. The Company adjusts such estimates when facts and circumstances dictate. However, these estimates may involve significant uncertainties and judgments and cannot be determined with precision. In addition, these estimates are based on management's best judgment at a point in time and as such, these estimates may ultimately differ from actual results. Changes in estimates resulting from weakness in the economic environment or other factors beyond the Company's control could be material and would be reflected in the Company's consolidated financial statements in future periods.

Revenue Recognition

Under ASC Topic 606, *Revenue from Contracts with Customers* ("ASC Topic 606"), our sales revenue is recognized when products are delivered or as services are performed. Revenue is recognized when control of the promised goods or services is transferred to our customers either at a point in time or over time, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. For contracts which have more than one performance obligation the total contract consideration is allocated based on management's estimate of each performance obligation's relative stand-alone selling price. Our pay-per-view programming revenue and consumer product licensing revenue include variable consideration in the form of sales or usage-based royalties. The variability related to these sales or usage-based royalties will be resolved in the periods when the licensee generates sales related to the intellectual property license.

Our payment terms vary by the type of products or services offered, and are generally subject to contractual payment terms, which may include advance payment requirements. The time between invoicing and when payment is due is not significant. Our contracts with customers do not result in significant obligations associated with returns, refunds or warranties. Our revenues do not include material amounts of variable consideration other than the sales or usage based royalties earned related to our consumer product licensing and certain media rights and content contracts which are subject to contractual payment terms.

The following are the primary sources of revenue earned by the Company:

Media Rights and Content

Broadcast rights fees received from distributors of the Company's live event and television programming, both domestically and internationally, are recorded when the live event or program has been delivered and is available for distribution. Certain of the Company's media rights are typically sold in multi-year arrangements and are generally comprised of multiple performance obligations that involve the allocation of transaction price based on the relative stand-alone selling price of each performance obligation. The Company uses its estimate of stand-alone selling price to allocate transaction price. Any advance payments received from customers are deferred upon collection and recognized into revenue as content is delivered. Revenue from the Company's pay-per-view programming is recognized when the event is aired and, for those contracts with variable fees, is based upon its initial estimate of the number of buys achieved. This initial estimate is based on preliminary buy information received from certain pay-per-view distributors and any adjustments to the estimated amounts are recorded when final information is received. Pay-per-view programming is distributed through cable, satellite, and digital providers to residential and commercial establishments. The Company's customer is the cable, satellite, and certain digital providers on residential buys and the Company records its royalties earned on the sales of pay-per-view programming. For other residential buys through UFC-branded digital platforms, the Company's customer is the end user, and the Company records the amount paid by the end customer. On commercial buys, the Company recognizes the amount paid by the establishment. The Company owns and operates its own over-the-top ("OTT") platforms, UFC FIGHT PASS and WWE Network, that engage customers through a monthly subscription-based model. Access to UFC FIGHT PASS and WWE Network is provided to subscribers and revenue is recognized ratably over each paid monthly membership period. Revenue for UFC FIGHT PASS and WWE Network is deferred for subscriptions paid in advance until earned. The Company recognizes revenue for UFC FIGHT PASS and WWE Network gross of third-party distributor fees as the Company is the principal in the arrangement.

Live Events

Live event revenue consists of ticket and VIP package sales for events at third-party venues, each of which generally represents distinct performance obligations. The Company allocates the transaction price to all performance obligations contained within an event

[Table of Contents](#)

based on their relative stand-alone selling price. Revenue for ticket sales collected in advance of the event is recorded as deferred revenue until the event occurs. The Company recognizes revenue gross of third-party commissions and fees as the Company is the principal in the arrangement.

Sponsorships

Through our sponsorship packages, the Company offers our customers a full range of promotional vehicles, including arena and octagon signage, digital and broadcast content, on-air announcements, special appearances by fighters and talent as well as other forms of advertisement. The Company allocates the transaction price to all performance obligations contained within a sponsorship arrangement based upon their relative standalone selling price. Standalone selling prices are determined generally based on a rate card used to determine pricing for individual components. After allocating revenue to each performance obligation, the Company recognizes sponsorship revenue when the promotional services are delivered. Revenue is recognized gross of third-party commissions and fees as the Company is the principal in the arrangement. Our control is evidenced by our sole ability to monetize the sponsorship inventory and being primarily responsible to our customers.

Consumer Products Licensing

Revenue is derived from licensing the Company's logos, trade names, trademarks and related symbolic intellectual property to third party manufacturers and distributors of branded merchandise. Revenue is recognized based on the Company's estimates of sales that occurred with subsequent adjustments recognized upon receipt of a statement or other information from the customer. Many licensing agreements include minimum guarantees, which set forth the minimum royalty to be paid to the Company during a given contract year. The Company will recognize the minimum guarantee revenue ratably over its related royalty period until such point that it is more likely than not that the total revenue during the royalty period will exceed the minimum royalty. If during the royalty period, management determines that total revenue will exceed the minimum royalty, the revenue recognized during each reporting period will reflect royalties earned on the underlying product sales.

Direct Operating Costs

Direct operating costs primarily include third-party expenses associated with our athletes and talent, production, marketing, venue costs related to the Company's live events, and commissions and direct costs with distributors, as well as certain service fees paid to Endeavor.

Selling, General and Administrative Expenses

Selling, general and administrative expenses primarily include personnel costs as well as rent, travel, professional service costs and other overhead required to support the Company's operations and corporate structure, including certain service fees paid to Endeavor.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposit accounts and highly liquid money market accounts with original maturities of three months or less at the time of purchase.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. Cash and cash equivalents are maintained with various major banks and other high-quality financial institutions. The Company periodically evaluates the relative credit standings of these banks and financial institutions. The Company's accounts receivable are typically unsecured and a significant portion relates to trade receivables for events from various distributors, who collect and remit payments to the Company from individual operators as well as large broadcast and cable television and streaming networks with whom the Company licenses content. Significant portions of trade receivables also relate to third party venues.

As of December 31, 2023, there were

no

customers that accounted for 10% or more of the Company's accounts receivable. As of December 31, 2022, there were

two

customers who accounted for 10% or more of the Company's accounts receivable. For the years ended December 31, 2023, 2022 and 2021, there was

one

customer who accounted for more than 10% of the Company's revenue.

Derivative Instruments and Hedging Activities

The Company uses interest rate swaps to manage exposure to the risk associated with interest rates on variable rate borrowings. The Company does not use derivatives for trading or speculative purposes. The Company recognizes derivative financial instruments at fair value as either assets or liabilities in the consolidated balance sheets.

[Table of Contents](#)

The accounting for changes in fair value (i.e., gains or losses) of the interest rate swap agreements depends on whether they have been designated and qualify as part of a hedging relationship and the type of hedging relationship. Changes in the fair value of derivative instruments accounted for as cash flow hedges are recorded as a component of accumulated other comprehensive income (loss) until the hedged item affects earnings. For derivatives not designated as cash flow hedges, changes in fair value are recognized in earnings.

Accounts Receivable

Accounts receivable are recorded at net realizable value. Accounts receivable are presented net of an allowance for doubtful accounts, which is an estimate of expected losses. In determining the amount of the reserve, the Company makes judgments about the creditworthiness of significant customers based on known delinquent activity or disputes and ongoing credit evaluations in addition to evaluating the historical loss rate on the pool of receivables. Accounts receivable includes unbilled receivables, which are established when revenue is recognized, but due to contractual restraints over the timing of invoicing, the Company does not have the right to invoice the customer by the balance sheet date.

Deferred Costs

Deferred costs principally relate to payments made to third-party vendors in advance of events taking place, upfront contractual payments and prepayments on media and licensing rights fees and advances for content production or overhead costs. These costs are recognized when the event takes place or over the respective period of the media and licensing rights.

Property, Buildings and Equipment

Property, buildings and equipment are stated at historical cost less accumulated depreciation. Depreciation is charged against income over the estimated useful lives of the assets using the straight-line method. The estimated useful lives of property and equipment are as follows:

	Years
Buildings	35 - 40 years
Leasehold improvements	Lesser of useful life or lease term
Furniture, fixtures, office and other equipment	2 - 28.5 years
Production equipment	3 - 7 years
Computer hardware and software	2 - 5 years

Costs of normal repairs and maintenance are charged to expense as incurred.

Leases

The Company determines whether a contract contains a lease at contract inception. The Company has elected the short-term lease exemption, whereby leases with initial terms of one year or less are not capitalized and instead expensed generally on a straight-line basis over the lease term. The Company has also elected to not separate lease components from non-lease components across all lease categories. Instead, each separate lease component and non-lease component are accounted for as a single lease component. The Company is primarily a lessee with a lease portfolio comprised mainly of real estate and equipment leases. The right-of-use asset and lease liability are measured at the present value of the future minimum lease payments, with the right-of-use asset being subject to adjustments such as initial direct costs, prepaid lease payments and lease incentives. Due to the rate implicit in each lease not being readily determinable, the Company uses its incremental collateralized borrowing rate to determine the present value of the lease payments. The lease term includes periods covered by options to extend when it is reasonably certain the Company will exercise such options as well as periods subsequent to an option to terminate the lease if it is reasonably certain the Company will not exercise the termination option. Operating lease costs are recognized on a straight-line basis over the lease term. For finance leases, the Company records interest expense on the lease liability and straight-line amortization of the right-of-use asset over the lease term. Variable lease costs are recognized as incurred.

Business Combinations

The Company accounts for acquisitions in which it obtains control of one or more businesses as a business combination. The purchase price of the acquired businesses, including management's estimation of the fair value of any contingent consideration, is allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date. The excess of the purchase price over those fair values is recognized as goodwill. During the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments, in the period in which they are determined, to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final

[Table of Contents](#)

determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recognized in the consolidated statements of operations.

Goodwill

Goodwill is tested annually as of October 1 for impairment and at any time upon the occurrence of certain events or substantive changes in circumstances that indicate the carrying amount of goodwill may not be recoverable. The Company has the option to perform a qualitative assessment to determine if an impairment is "more likely than not" to have occurred. If the Company can support the conclusion that the fair value of a reporting unit is greater than its carrying amount under the qualitative assessment, the Company would not need to perform the quantitative impairment test for that reporting unit. If the Company cannot support such a conclusion or the Company does not elect to perform the qualitative assessment, then the Company must perform the quantitative impairment test. When the Company performs a quantitative test, it records the amount of goodwill impairment, if any, as the excess of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit. Charges resulting from an impairment test are recorded in impairment charges in the consolidated statements of operations.

Intangible Assets

Intangible assets consist primarily of trade names and customer relationships. Intangible assets with finite lives are recorded at their estimated fair value at the date of acquisition and are amortized over their estimated useful lives using the straight-line method. The estimated useful lives of finite-lived intangible assets are as follows:

	Years
Trademarks and trade names	2 - 26 years
Customers relationships	2 - 22 years
Internally developed technology	2 - 15 years
Other	2 - 12 years

For intangible assets that are amortized, the Company evaluates assets for recoverability when there is an indication of potential impairment or when the useful lives are no longer appropriate. If the undiscounted cash flows from a group of assets being evaluated is less than the carrying value of that group of assets, the fair value of the asset group is determined and the carrying value of the asset group is written down to fair value and an impairment loss is recognized for the difference between the fair value and carrying value, which is recorded in impairment charges in the consolidated statements of operations.

Investments

For equity method investments, the Company periodically reviews the carrying value of its investments to determine if there has been an other-than-temporary decline in fair value below carrying value. For equity investments without readily determinable fair value, the Company performs a qualitative assessment at each reporting period. A variety of factors are considered when determining if an impairment exists, including, among others, the financial condition and business prospects of the investee, as well as the Company's investment intent.

Content Costs

The Company incurs costs to produce and distribute film and television content, which are either monetized on a title-by-title basis or as a group through subscriptions from customers. These costs include development costs, direct costs of production as well as direct negative costs incurred in the physical production of the film. From time to time, the Company acquires films to distribute exclusively through its *UFC Fight Pass* subscription network. The Company also licenses films for distribution exclusively through its *UFC Fight Pass* subscription network. Content costs are included in other assets in the consolidated balance sheets. Depending on the predominant monetization strategy, content costs are amortized over the estimated period of ultimate revenue subject to an individual-film-forecast model or over the estimated usage of the film group. Such amortization is recorded in direct operating expenses in the consolidated statements of operations.

The Company produces live sports and taped content, which represent content costs predominantly monetized on a title-by-title basis that has a limited life to sell in secondary markets. As such, the Company recognizes all of the revenue associated with film and television costs when the programs are delivered and made available for telecast in the initial market resulting in simultaneously expensing all of the related film and television costs. Costs incurred in acquiring, licensing, and producing content for distribution on *UFC Fight Pass* are predominantly monetized as a film group, and are amortized straight-line over the shorter of the license term or the estimated period of use, which is currently three years. These estimates are reviewed at the end of each reporting period and adjustments, if any, will result in changes to amortization rates.

[Table of Contents](#)

Unamortized content costs are also tested for impairment based on the predominant monetization strategy whenever there is an impairment indication, as a result of certain triggering events or changes in circumstances, whereby the fair value of the individual film and television content or collectively with others as a film group may be less than its unamortized costs. The impairment test compares the estimated fair value of the individual film and television content or collectively with others as a film group to the carrying value of the unamortized content costs. Where the unamortized content costs exceed the fair value, the excess is recorded as an impairment charge in the consolidated statements of operations.

No

impairment charges were recognized during the years ended December 31, 2023, 2022 or 2021.

Content Production Incentives

As there is no authoritative guidance under U.S. GAAP on accounting for government assistance to for profit business entities, the Company accounts for content production incentives by analogy to International Accounting Standard ("IAS") 20, *Accounting for Government Grants and Disclosure of Government Assistance*.

The Company has access to various governmental programs primarily related to WWE that are designed to promote content production within the United States and certain international jurisdictions. Tax incentives earned with respect to expenditures on qualifying film production activities are included as an offset to other assets in the consolidated balance sheets. Tax incentives earned with respect to expenditures on qualifying capital projects are included as an offset to property, buildings and equipment, net in the consolidated balance sheets. Tax incentives earned with respect to expenditures on qualifying television and other production activities are recorded as an offset to production expenses within direct operating costs within the consolidated statements of operations. The Company recognizes these benefits when we have reasonable assurance regarding the realizable amount of the tax credits. The realizable amount is recorded within accounts receivable in the consolidated balance sheets until the Company receives the funds from the respective governmental jurisdiction.

Debt Issuance Costs

Costs incurred in connection with the issuance of the Company's long-term debt have been recorded as a direct reduction against the debt and amortized over the life of the associated debt as a component of interest expense using the effective interest method. Costs incurred with the issuance of the Company's revolving credit facilities have been deferred and amortized over the term of the facilities as a component of interest expense using the straight-line method. These deferred costs are included in other assets in the consolidated balance sheets.

Fair Value Measurements

The Company accounts for certain assets and liabilities at fair value. Fair value measurements are categorized within a fair value hierarchy, which is comprised of three categories. Categorization within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

The carrying values reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair value because of the immediate or short-term maturities of these financial instruments.

The Company's assets measured at fair value on a nonrecurring basis include investments, long-lived assets and goodwill. These assets are not measured and adjusted to fair value on an ongoing basis but are subject to periodic evaluations for potential impairment (Note 6 and Note 7). The resulting fair value measurements of the assets are considered to be Level 3 measurements.

Non-controlling Interests

Non-controlling interests in consolidated subsidiaries represent the component of equity in consolidated subsidiaries held by third parties. Any change in ownership of a subsidiary while the controlling financial interest is retained is accounted for as an equity transaction between the controlling and non-controlling interests. In addition, when a subsidiary is deconsolidated, any retained non-controlling equity investment in the former subsidiary will be initially measured at fair value and the difference between the carrying value and fair value of the retained interest will be recorded as a gain or loss.

Non-controlling interests with redemption features, such as put options, that are not solely within the Company's control are considered redeemable non-controlling interests. Redeemable non-controlling interests are considered to be temporary equity and are reported in the mezzanine section between total liabilities and shareholders' equity in the consolidated balance sheets. Redeemable non-controlling interests are recorded at the greater of carrying value, which is adjusted for the non-controlling interests' share of net income or loss, or estimated redemption value at each reporting period. If the carrying value, after the income or loss attribution, is below the estimated redemption value at each reporting period, the Company remeasures the redeemable non-controlling interests to its redemption value.

Equity-Based Compensation

Incentive Awards

Equity-based compensation is accounted for in accordance with ASC Topic 718-10, *Compensation-Stock Compensation*. The Company records compensation costs related to its incentive awards. Equity-based compensation cost is measured at the grant date based on the fair value of the award. Compensation cost for time-based awards is recognized ratably over the applicable vesting period with forfeitures recognized as they occur. Compensation cost for performance-based awards with a performance condition is reassessed each period and recognized based upon the probability that the performance conditions will be achieved. See Note 13, *Equity-Based Compensation*, for further discussion of the Company's equity-based compensation.

Replacement Awards

Pursuant to the Transaction Agreement, the Company converted each WWE equity award of restricted stock units ("RSUs") and performance stock units ("PSUs") held by WWE directors, officers and employees into TKO RSUs and PSUs of equal value and vesting conditions (with such performance-vesting conditions equitably adjusted), respectively (the "Replacement Awards"). The value of the Replacement Awards was determined using the closing price of WWE Class A common stock, par value \$

0.01

per share ("WWE Class A common stock"), on the day immediately preceding the closing of the Transactions. The portion of the Replacement Awards issued in connection with the Transactions that was associated with services rendered prior to the date of the Transactions was included in the total consideration transferred.

With regards to the remaining unvested portion of the Replacement Awards, equity-based compensation costs of RSUs are recognized over the total remaining service period on a straight-line basis with forfeitures recognized as they occur. RSUs have a service requirement and generally vest in equal annual installments over a three-year period. Unvested RSUs accrue dividend equivalents at the same rate as are paid on shares of TKO Class A common stock, par value \$

0.00001

per share (the "TKO Class A common stock"). The dividend equivalents are subject to the same vesting schedule as the underlying RSUs.

PSUs, which are subject to certain performance conditions and have a service requirement, generally vest in equal installments over a three-year period. Until such time as the performance conditions are met, stock compensation costs associated with these PSUs are re-measured each reporting period based upon the fair market value of the Company's common stock and the estimated performance attainment on the reporting date. The ultimate number of PSUs that are issued to an employee is the result of the actual performance of the Company at the end of the performance period compared to the performance conditions. Compensation costs for PSUs are recognized using a graded-vesting attribution method over the vesting period based upon the probability that the performance conditions will be achieved, with forfeitures recognized as they occur. Unvested PSUs accrue dividend equivalents once the performance conditions are met at the same rate as are paid on shares of TKO Class A common stock. The dividend equivalents are subject to the same vesting schedule as the underlying PSUs.

Earnings per Share

Earnings per share ("EPS") is computed in accordance with ASC 260, *Earnings per Share*. Basic EPS is computed by dividing the net income (loss) available to holders of TKO Class A common stock by the weighted average number of shares outstanding for the period. Diluted EPS is calculated by dividing the net income (loss) available for holders of TKO Class A common stock by the diluted weighted average shares outstanding for that period. Diluted EPS includes the determinants of basic EPS and, in addition, reflects the dilutive effect of additional shares of TKO Class A common stock issuable in exchange for redemption of certain non-controlling interests, outstanding convertible debt instruments, as well as under the Company's share based compensation plans (if dilutive), with adjustments to net income (loss) available for common stockholders for dilutive potential common shares.

Shares of the Company's Class B common stock, par value \$

0.00001

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

The Company may be required to calculate basic EPS using the two-class method as a result of its redeemable non-controlling interests. To the extent that the redemption value increases and exceeds the then-current fair value of a redeemable non-controlling interest, net income (loss) available to common stockholders (used to calculate EPS) could be negatively impacted by that increase, subject to certain limitations. The partial or full recovery of any reductions to net income (loss) available to common stockholders (used to calculate EPS) is limited to any cumulative prior-period reductions. There was no impact to EPS for such adjustments related to the redeemable non-controlling interests.

Income Taxes

TKO Group Holdings, Inc. was incorporated as a Delaware corporation in March 2023. As the sole managing member of TKO OpCo, TKO Group Holdings, Inc. operates and controls all the business and affairs of UFC and WWE. TKO Group Holdings, Inc. is subject to corporate income taxes on its share of taxable income of TKO OpCo. TKO OpCo is treated as a partnership for U.S. federal income tax purposes and is therefore generally not subject to U.S. corporate income tax. TKO OpCo's foreign subsidiaries are subject to entity-level taxes. TKO OpCo's U.S. subsidiaries are subject to withholding taxes on sales in certain foreign jurisdictions which are included as a component of foreign current taxes. TKO OpCo is subject to entity-level income taxes in certain U.S. state and local jurisdictions.

The Company accounts for income taxes under the asset and liability method in accordance with ASC Topic 740, Income Taxes ("ASC 740"). Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Significant factors considered by the Company in estimating the probability of the realization of deferred tax assets include expectations of future earnings and taxable income, as well as the application of tax laws in the jurisdictions in which the Company operates. A valuation allowance is provided when the Company determines that it is "more likely than not" that a portion of a deferred tax asset will not be realized.

ASC 740 prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is "more likely than not" to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. To the extent the Company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the Company's effective tax rate in a given financial statement period may be affected.

The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the consolidated statements of operations. Accrued interest and penalties are included in the related tax liability line in the consolidated balance sheets.

Foreign Currency

The Company has operations outside of the United States. Therefore, changes in the value of foreign currencies affect the consolidated financial statements when translated into U.S. Dollars. The functional currency for substantially all subsidiaries outside the U.S. is the local currency. Financial statements for these subsidiaries are translated into U.S. Dollars at period end exchange rates as to the assets and liabilities and monthly average exchange rates as to revenue, expenses and cash flows. For these countries, currency translation adjustments are recognized in shareholders' equity as a component of accumulated other comprehensive (loss) income, whereas transaction gains and losses are recognized in other (expense) income, net in the consolidated statements of operations. The Company recognized \$

1.1
million, \$

1.3
million and \$

0.4
million of realized and unrealized foreign currency transaction losses for the years ended December 31, 2023, 2022 and 2021, respectively.

3. RECENT ACCOUNTING PRONOUNCEMENTS

Recently Adopted Accounting Pronouncements

In July 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2023-03, *Presentation of Financial Statements (Topic 205), Income Statement—Reporting Comprehensive Income (Topic 220), Distinguishing Liabilities from Equity (Topic 480), Equity (Topic 505), and Compensation—Stock Compensation (Topic 718)*. This ASU amends or supersedes various SEC paragraphs within the FASB Accounting Standards Codification ("ASC") to conform to past SEC announcements and guidance issued by the SEC. The Company adopted this guidance on July 1, 2023 with no material effect on the Company's financial position or results of operations.

In March 2022, the FASB issued ASU 2022-01, *Derivatives and Hedging (Topic 815): Fair Value Hedging—Portfolio Layer Method*. This ASU clarifies the guidance in ASC 815 on fair value hedge accounting of interest rate risk for portfolios of financial assets, expanding the scope of this guidance to allow entities to apply the portfolio layer method to portfolios of all financial assets, including both prepayable and non-prepayable financial assets. The amendments in this update were effective for public entities for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The Company adopted this guidance on January 1, 2023 with no material effect on the Company's financial position or results of operations.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This ASU 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. Adoption of the expedients and exceptions was permitted upon issuance of this update through December 31, 2022. However, in December 2022, the FASB issued ASU 2022-06, *Deferral of the Sunset Date of Topic 848*, in order to defer the sunset date of ASC 848 until December 31, 2024. The Company adopted this guidance on April 1, 2023 with no material effect on the Company's financial position or results of operations.

Recently Issued Accounting Pronouncements

In August 2023, the FASB issued ASU 2023-05, *Business Combinations – Joint Venture Formations (Subtopic 805-60): Recognition and Initial Measurement*. This ASU requires that a joint venture apply a new basis of accounting upon formation. The amendments in this update are effective prospectively for all joint venture formations with a formation date on or after January 1, 2025, with an option to apply the amendments retrospectively. Early adoption is permitted in any interim or annual period in which financial statements have not yet been issued. The Company is in the process of assessing the impact of this ASU on its consolidated financial statements.

In October 2023, the FASB issued ASU 2023-06, *Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative*. This ASU amends the ASC to incorporate certain disclosure requirements from SEC Release No. 33-10532, *Disclosure Update and Simplification*, which was issued in 2018. The effective date for each amendment will be the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective, with early adoption prohibited. If, by June 30, 2027, the SEC has not removed the applicable requirement from Regulation S-X or Regulation S-K, the pending content of the related amendment will be removed from the ASC and will not become effective. The Company is in the process of assessing the impact of this ASU on its consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, *Improvements to Reportable Segment Disclosures*. This ASU improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The amendments in this update are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The update should be applied retrospectively to all prior periods presented in the financial statements. The Company is in the process of assessing the impact of this ASU on its consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. This ASU requires that an entity annually disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold (if the effect of those reconciling items is equal to or greater than 5 percent of the amount computed by multiplying pretax income or loss by the applicable statutory income tax rate) as well as income taxes paid disaggregated by jurisdiction. The amendments in this Update are effective for all entities for fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is in the process of assessing the impact of this ASU on its consolidated financial statements.

4. ACQUISITION OF WWE

Transactions Overview

On September 12, 2023 (the "Closing Date"), the transaction between EGH and WWE was completed with the newly-formed TKO combining the UFC and WWE businesses. Under the terms of the Transaction Agreement, (A) EGH and its subsidiaries received (1) a

51.0
% controlling non-economic voting interest in TKO on a fully-diluted basis and (2) a

51.0
% economic interest on a fully-diluted basis in the operating subsidiary, TKO OpCo, which owns all of the assets of the UFC and WWE businesses, and (B) the stockholders of WWE received (1) a

49.0
% voting interest in TKO on a fully-diluted basis and (2) a

100
% economic interest in TKO, which in turn holds a

49.0
% economic interest in TKO OpCo on a fully-diluted basis.

WWE is an integrated media and entertainment company that has been involved in the sports entertainment business for four decades. WWE is principally engaged in the production and distribution of unique and creative content through various channels, including content rights agreements for its flagship programs, *Raw* and *SmackDown*, premium live event programming, monetization across social media outlets, live events, and licensing of various WWE-themed products.

The Transactions have been accounted for as a reverse acquisition of WWE using the acquisition method of accounting in accordance with the guidance of ASC 805, *Business Combinations* ("ASC 805"), with TKO OpCo, the legal acquiree, treated as the accounting acquirer. Based on this determination, the Company has allocated the preliminary purchase price to the fair value of WWE's identifiable assets and liabilities as of the Closing Date, with the excess preliminary purchase price recorded as goodwill. The goodwill was assigned entirely to the WWE segment and is not deductible for tax purposes.

[Table of Contents](#)

The weighted average life of finite-lived intangible assets acquired is 20.3 years, which consisted of trademarks and trade names with a weighted average life of 25.0 years, customer relationships with a weighted average life of 11.3 years and other intangible assets with a weighted average life of 3.6 years. See Note 6, *Goodwill and Intangible Assets*, for the estimated annual amortization of intangible assets acquired in the Transactions for the next five years and thereafter.

In connection with the Transactions, the Company incurred transaction costs of \$

83.8

million for the year ended December 31, 2023, respectively, which were expensed as incurred and included in selling, general and administrative expenses in the consolidated statements of operations.

Consideration Transferred

The fair value of the consideration transferred in the reverse acquisition was \$

8,432.1

million, which consisted of

83,161,123

shares of TKO Class A common stock valued at \$

8,061.8

million, Replacement Awards valued at \$

49.3

million and \$

321.0

million of deferred consideration which was paid on September 29, 2023 to former WWE shareholders in the form of a special dividend.

Pursuant to the Transactions, awards of WWE RSUs and PSUs outstanding immediately prior to the completion of the Transactions were converted into awards of TKO RSUs or PSUs, as applicable, on the same terms and conditions as were applicable immediately prior to the Closing Date. The portion of the fair-value-based measure of the Replacement Awards that is attributable to pre-combination vesting is purchase consideration and is valued at approximately \$

49.3

million.

Preliminary Allocation of Purchase Price

The purchase price is allocated to the underlying WWE assets acquired and liabilities assumed based on their estimated fair values on the Closing Date, with any excess purchase price recorded as goodwill. Goodwill is primarily attributable to the synergies that are expected to arise as a result of the Transactions and other intangible assets that do not qualify for separate recognition. The purchase price allocation shown in the table below reflects preliminary fair value estimates, including measurement period adjustments, based on management analysis, including preliminary work performed by third-party valuation specialists (in thousands):

Cash and cash equivalents	\$	381,153
Accounts receivable		105,237
Other current assets		89,256
Property, buildings and equipment		398,004
Intangible assets		
Trademarks and trade names		2,188,200
Customer relationships		899,700
Other		128,300
Goodwill		5,063,774
Finance lease right of use assets		257,359
Operating lease right of use assets		12,337

Investments	12,007
Other assets	25,928
	(
Deferred tax liabilities	379,508
	)
Accounts payable and accrued liabilities	124,280
	)
	(
Current portion of long-term debt	16,934
	)
Deferred revenue	54,190
	)
	(
Finance lease liabilities	255,940
	)
Operating lease liabilities	12,224
	)
	(
Other long-term liabilities	2,527
	)
Additional paid-in-capital (1)	283,591
	)
Net assets acquired	<u>\$ 8,432,061</u>

(1) The additional paid-in-capital amount represents incremental goodwill related to deferred tax liabilities recorded at TKO's parent company in connection with the acquisition of WWE.

The estimated fair value of assets acquired and liabilities assumed are preliminary and subject to change as purchase price allocations are finalized, which is expected within one year of the Closing Date. The measurement period adjustments made subsequent to the Closing Date through December 31, 2023 primarily related to the valuation of customer relationships, deferred tax liabilities, leases and property, buildings and equipment. The effects of these adjustments on our consolidated statements of operations for the year ended December 31, 2023 were not material.

[Table of Contents](#)

The fair value of the nonredeemable non-controlling interest of \$

4,521.8
million was calculated as EGH's initial

51.9

% ownership interest in TKO OpCo's net assets. TKO OpCo's net assets differ from TKO consolidated net assets primarily due to the net deferred tax liabilities for which the non-controlling interest does not have economic rights.

Consolidated Statement of Operations for the period from September 12, 2023 through December 31, 2023

The following supplemental information presents the financial results of WWE operations included in the consolidated statement of operations for the period from September 12, 2023 through December 31, 2023 (in thousands):

Revenue	\$	382,767
Net loss	\$	(73,279)

Supplemental Pro Forma Financial Information

The following unaudited pro forma results of operations for the years ended December 31, 2023 and 2022, respectively, as if the Transactions had occurred as of January 1, 2022 (in thousands):

	Year Ended December 31,	
	2023	2022
Pro forma revenue	\$ 2,618,567	\$ 2,431,670
Pro forma net income	241,526	60,611

The pro forma information includes the historical operating results of Zuffa and WWE prior to the Transactions, with adjustments directly attributable to the business combination. Pro forma adjustments have been made to reflect the adjustment of nonrecurring transaction costs of \$

271.1
million, of which \$

187.3

million was incurred by WWE prior to the Transactions. The remaining pro forma adjustments are primarily related to incremental intangible asset amortization to be incurred based on the fair values and useful lives of each identifiable intangible asset, incremental service fees paid by the Company to Endeavor pursuant to a services agreement, dated as of September 12, 2023, by and between EGH and TKO OpCo (the "Services Agreement"), incremental compensation expense for two key executives, including salaries, bonuses and TKO equity awards granted, and incremental equity-based compensation related to the Replacement Awards.

5. SUPPLEMENTARY DATA

Property, Buildings and Equipment, net

Property, buildings and equipment, net consisted of the following (in thousands):

	As of	
	December 31, 2023	December 31, 2022
Buildings and improvements	\$ 394,481	\$ 116,863
Land and land improvements	80,919	50,539
Furniture and fixtures	74,862	47,652
Office, computer and other equipment	126,082	11,641
Construction in progress	20,389	7,053

	696,733	233,748
	(	(
Less: accumulated depreciation	88,317	58,700
	)	)

Total Property, buildings and equipment, net	<u>\$</u> 608,416	<u>\$</u> 175,048
--	-------------------	-------------------

Depreciation expense for property, buildings and equipment totaled \$

29.9
million, \$

13.3
million and \$

12.9
million for the years ended December 31, 2023, 2022 and 2021, respectively.
F-19

Valuation and Qualifying Accounts

	Balance at Beginning of Year	Charged to Costs and Expenses	Deductions	Foreign Exchange	Balance at End of Year
Allowance for doubtful accounts					
			(	(	
Year Ended December 31, 2023	\$ 2,355	\$ 1,749	\$ 3,010	\$ 1	\$ 1,093
			(	(	
Year Ended December 31, 2022	\$ 479	\$ 2,176	\$ 295	\$ 5	\$ 2,355
		(	(		
Year Ended December 31, 2021	\$ 1,323	\$ 778	\$ 68	\$ 2	\$ 479
Deferred tax valuation allowance					
				(	
Year Ended December 31, 2023	\$ 94	\$ 15,604	\$ —	\$ 9	\$ 15,689
			(	(	
Year Ended December 31, 2022	\$ 1,849	\$ 17	\$ 1,771	\$ 1	\$ 94
			(	(	
Year Ended December 31, 2021	\$ 1,270	\$ 579	\$ —	\$ —	\$ 1,849

Film and Television Content Costs

The following table presents the Company's unamortized content costs, which are included as a component of other assets in the consolidated balance sheets (in thousands):

	Predominantly Monetized Individually		Predominantly Monetized as a Film Group	
	As of December 31, 2023	December 31, 2022	As of December 31, 2023	December 31, 2022
Licensed and acquired program rights	\$ —	\$ —	\$ 21,413	\$ 20,548
Produced programming:				
In release	1,410	—	2,049	5,699
Completed but not released	2,045	—	—	—
In production	1,350	—	819	557
Total film and television costs	\$ 4,805	\$ —	\$ 24,281	\$ 26,804

As of December 31, 2023, substantially all of the "completed but not released" content costs that are monetized individually are estimated to be amortized over the next 12 months and approximately

74

% of the "in release" content costs monetized individually are estimated to be amortized over the next three years.

As of December 31, 2023, substantially all of the "in release" content costs monetized as a film group are estimated to be amortized over the next three years.

Amortization and impairment of content costs, which are included as a component of direct operating costs in the consolidated statement of operations, consisted of the following (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Content production amortization expense - assets monetized individually	\$ 5,028	\$ —	\$ —

Content production amortization expense - assets monetized as a film group	18,770	14,535	9,910
Content production impairment charges (1)	—	—	—
Total amortization and impairment of content costs	<u>\$ 23,798</u>	<u>\$ 14,535</u>	<u>\$ 9,910</u>

- (1) Unamortized content costs are evaluated for impairment whenever events or changes in circumstances indicate that the fair value of a film predominantly monetized on its own or a film group may be less than its amortized costs. If conditions indicate a potential impairment, and the estimated future cash flows are not sufficient to recover the unamortized costs, the asset is written down to fair value. In addition, if we determine that content will not likely air, we will expense the remaining unamortized costs.

[Table of Contents](#)

Other current assets

The following is a summary of other current assets (in thousands):

	As of	
	December 31, 2023	December 31, 2022
Prepaid taxes	\$ 57,885	\$ 6,727
Amounts due from the Group (Note 22)	11,599	23,838
Prepaid insurance	8,145	1,570
Assets held for sale	7,500	—
Other	36,026	10,143
Total	<u>\$ 121,155</u>	<u>\$ 42,278</u>

Accrued Liabilities

The following is a summary of accrued liabilities (in thousands):

	As of	
	December 31, 2023	December 31, 2022
Payroll-related costs	\$ 100,982	\$ 27,271
Event and production-related costs	51,015	28,759
Interest	41,634	35,502
Accrued capital expenditures	29,550	1,672
Legal and professional fees	18,730	2,915
Other	25,452	12,070
Total	<u>\$ 267,363</u>	<u>\$ 108,189</u>

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The changes in the carrying value of Goodwill are as follows (in thousands):

UFC (1)	WWE	Total
---------	-----	-------

Balance — December 31, 2022	\$ 2,602,639	\$ —	\$ 2,602,639
Acquisitions (2)	—	5,063,774	5,063,774
Foreign exchange	—	72	72

Balance — December 31, 2023	\$ 2,602,639	\$ 5,063,846	\$ 7,666,485
-----------------------------	--------------	--------------	--------------

- (1) Reflects goodwill resulting from the Company's election to apply pushdown accounting to reflect EGH's new basis of accounting in the UFC's assets and liabilities, including goodwill, which occurred during 2016.
- (2) Based on preliminary fair values acquired through the business acquisition of WWE. See Note 4, *Acquisition of WWE*, for further information.

There were

no

dispositions or impairments to goodwill during the years ended December 31, 2023 and 2022.

Intangible Assets, net

The following table summarizes information relating to the Company's identifiable intangible assets as of December 31, 2023 (in thousands):

	Weighted Average Estimated Useful Life (in years)	Gross Amount	Accumulated Amortization	Carrying Value
Trademarks and trade names	22.8	\$ 2,891,826	\$ 314,685	\$ 2,577,141
Customer relationships	5.5	1,254,210	388,640	865,570
Other (1)	3.4	145,438	24,486	120,952
Total intangible assets		\$ 4,291,474	\$ 727,811	\$ 3,563,663

(1) Other intangible assets as of December 31, 2023 primarily consisted of talent roster, internally developed software and content library assets acquired through the business combination with WWE in September 2023. See Note 4, *Acquisition of WWE*, for further information.

The following table summarizes information relating to the Company's identifiable intangible assets as of December 31, 2022 (in thousands):

	Weighted Average Estimated Useful Life (in years)	Gross Amount	Accumulated Amortization	Carrying Value
Trademarks and trade names	18.0	\$ 703,626	\$ 249,085	\$ 454,541
Customer relationships	4.5	354,510	337,379	17,131
Other (1)	2.9	16,234	12,141	4,093
Total intangible assets		\$ 1,074,370	\$ 598,605	\$ 475,765

(1) Other intangible assets as of December 31, 2022 consist of UFC's internally developed software.

Amortization of intangible assets was \$

129.3
million, \$

46.7
million, and \$

50.4

million during the years ended December 31, 2023, 2022 and 2021, respectively, which is recognized within depreciation and amortization in the consolidated statements of operations.

Estimated annual intangible amortization, including amortization of intangible assets acquired in the Transactions, for the next five years and thereafter is as follows (in thousands):

	UFC	WWE (1)	Total
2024	\$ 47,104	\$ 250,034	\$ 297,138
2025	44,342	199,220	243,562
2026	39,855	193,625	233,480
2027	39,290	176,781	216,071

2028	39,177	161,006	200,183
Thereafter	220,009	2,153,220	2,373,229
Total remaining amortization	\$ 429,777	\$ 3,133,886	\$ 3,563,663

(1) Based on preliminary fair values acquired through the business acquisition of WWE. See Note 4, *Acquisition of WWE*, for further information.

Annual Impairment Assessments

During the years ended December 31, 2023, 2022 and 2021, the Company completed its annual impairment review of goodwill and intangibles. The Company did not record any impairment charges related to such reviews during the years ended December 31, 2023, 2022 or 2021. The Company determines the fair value of each reporting unit based on discounted cash flows using an applicable discount rate for each reporting unit. Intangible assets were valued based on a relief from royalty method or an excess earnings method.

7. INVESTMENTS

The following is a summary of the Company's investments (in thousands):

	As of	
	December 31, 2023	December 31, 2022
Equity method investments	\$ 3,775	\$ 4,917
Nonmarketable equity investments without readily determinable fair values	12,617	499
Total investment securities	<u>\$ 16,392</u>	<u>\$ 5,416</u>

Equity Method Investments

The Company has an approximately

7% ownership stake in Monkey Spirit, LLC, which owns the IP license to distribute Howler Head branded products and beverages (together, "Howler Head"). In August 2022, the Company received an incremental share of equity in Howler Head as compensation for the same promotional services associated with the initial investment. The value of the equity investment received was determined to be \$

3.0 million using Level 3 inputs not observable in the market. The incremental investment was an increase in transaction price to the original revenue arrangement and a cumulative catch-up entry of \$

1.0 million was recorded to revenue, with the remaining \$

2.0 million recorded to deferred revenue to be recognized ratably over the remainder the term. The Company recognized equity losses of \$

0.9 million and \$

0.1 million for the years ended December 31, 2023 and 2022, respectively, and the investment balance was \$

3.3 million and \$

4.2 million as of December 31, 2023 and 2022, respectively.

The Company recognized equity gains of \$

0.6 million and equity losses of \$

0.2 million for the years ended December 31, 2023 and 2022, respectively, from other equity method investments, which had a balance of \$

0.5 million and \$

0.7 million as of December 31, 2023 and 2022, respectively. During the year ended December 31, 2023, the Company received distributions of \$

0.8 million from these other equity method investments.

Nonmarketable Equity Investments Without Readily Determinable Fair Values

As of December 31, 2023 and 2022, the Company held various investments in nonmarketable equity instruments of private companies.

The Company did

no

t record any impairment charges on these investments during the years ended December 31, 2023, 2022 or 2021. In addition, there were

no

observable price change events that were completed during the years ended December 31, 2023, 2022 or 2021.

The fair value measurements of the Company's equity investments and nonmarketable equity investments without readily determinable fair values

are classified within Level 3 as significant unobservable inputs are used as part of the determination of fair value. Significant unobservable inputs may include variables such as near-term prospects of the investees, recent financing activities of the investees, and the investees' capital structure, as well as other economic variables, which reflect assumptions market participants would use in pricing these assets. For equity investments without readily determinable fair values, the Company has elected to use the measurement alternative to fair value that will allow these investments to be recorded at cost, less impairment, and adjusted for subsequent observable price changes.

8. DEBT

The following is a summary of the Company's outstanding debt (in thousands):

	As of	
	December 31, 2023	December 31, 2022
First Lien Term Loan (due April 2026)	\$ 2,728,766	\$ 2,759,767
Secured Commercial Loans	31,867	33,467
Total principal	2,760,633	2,793,234
	(	(
Unamortized discount	8,367	11,791
	)	)
	(	(
Unamortized debt issuance cost	15,951	22,445
	)	)
Total debt	2,736,315	2,758,998
	(	(
Less: Current portion of long-term debt	22,367	22,683
	)	)
Total long-term debt	\$ 2,713,948	\$ 2,736,315

[Table of Contents](#)

First Lien Term Loan (due April 2026)

As of December 31, 2023 and 2022, the Company had \$

2.7
billion and \$

2.8
billion, respectively, outstanding under a credit agreement dated August 18, 2016 (as amended and/or restated, the "Credit Agreement"), by and among Zuffa Guarantor, LLC, UFC Holdings, LLC, as borrower, the lenders party hereto and Goldman Sachs Bank USA, as Administrative Agent, which was entered into in connection with the acquisition of Zuffa by EGH in 2016. The facilities under the Credit Agreement consist of (i) a first lien secured term loan (the "First Lien Term Loan") and (ii) a secured revolving credit facility in an aggregate principal amount of \$

205.0
million, letters of credit in an aggregate face amount not in excess of \$

40.0
million and swingline loans in an aggregate principal amount not in excess of \$

15.0
million (collectively, the "Revolving Credit Facility," and, together with the First Lien Term Loan, the "Credit Facilities"). The Credit Facilities are secured by liens on substantially all of the assets of Zuffa Guarantor, LLC, UFC Holdings, LLC and certain subsidiaries thereof.

Payments under the First Lien Term Loan include

1
% principal amortization that is payable in equal quarterly installments, with any remaining balance payable on the final maturity date of April 29, 2026. In June 2023, the Company amended the terms of the First Lien Term Loan to replace the adjusted LIBOR reference rate with Term Secured Overnight Financing Rate ("SOFR") and provide for a credit spread adjustment (as defined in the Credit Agreement). The First Lien Term Loan accrues interest at an annual interest rate of adjusted SOFR plus

2.75

-

3.00
%, which totaled

8.40
% as of December 31, 2023.

Amounts under the Revolving Credit Facility are available to be borrowed and re-borrowed until its termination date, which was extended in April 2023 until October 29, 2024. The Revolving Credit Facility accrues a commitment fee of

0.25
% to

0.50
% per annum on the unused balance. In April 2023, the Company amended the terms of the Revolving Credit Facility to replace the adjusted LIBOR reference rate with SOFR. Borrowings under the Revolving Credit Facility accrue interest at a rate equal to SOFR plus

2.75

-

3.00
%. In November 2023, the Company borrowed \$

100.0
million under its Revolving Credit Facility to fund certain share repurchases that occurred during the fourth quarter of 2023, as discussed in Note 10, *Stockholders'/Members' Equity*. In December 2023, the Company fully repaid the \$

100.0
million amount outstanding. As of December 31, 2023 and 2022, there was

no

outstanding balance under the Revolving Credit Facility.

The Credit Facilities contain a financial covenant that requires the Company to maintain a First Lien Leverage Ratio of Consolidated First Lien Debt to Consolidated EBITDA as defined in the Credit Agreement of no more than

6.5
-to-1. The Company is only required to meet the First Lien Leverage Ratio if the sum of outstanding borrowings under the Revolving Credit Facility plus outstanding letters of credit exceeding \$

10.0
million that are not cash collateralized exceeds

thirty-five
percent of the capacity of the Revolving Credit Facility as measured on a quarterly basis, as defined in the Credit Agreement. This covenant did not apply as of December 31, 2023 and 2022 as the Company had

no

borrowings outstanding under the Revolving Credit Facility.

The Company had

no

outstanding letters of credit as of December 31, 2023 and 2022, respectively.

The Credit Facilities restrict the ability of certain subsidiaries of the Company to make distributions and other payments to the Company. These restrictions include exceptions for, among other things, (1) amounts necessary to make tax payments, (2) a limited annual amount for employee equity repurchases, (3) distributions required to fund certain parent entities, (4) other specific allowable situations and (5) a general restricted payment basket, which generally provides for no restrictions as long as the Total Leverage Ratio (as defined in the Credit Agreement) is less than

5.0

x. As of December 31, 2023, TKO Group Holdings, Inc. held net long-term deferred income tax liabilities of \$

371.2

million. Otherwise, TKO Group Holdings, Inc. has no material separate cash flows or assets or liabilities other than the investments in its subsidiaries. All its business operations are conducted through its operating subsidiaries; it has no material independent operations. TKO Group Holdings, Inc. has no other material commitments or guarantees. As a result of the restrictions described above, substantially all of the subsidiaries' net assets are effectively restricted from being transferred to TKO Group Holdings, Inc. as of December 31, 2023.

The estimated fair values of the Company's First Lien Term Loan are based on quoted market values for the debt. As of December 31, 2023 and 2022, the face amount of the Company's First Lien Term Loan approximates its fair value.

Secured Commercial Loans

As of December 31, 2023 and 2022, the Company had \$

31.9

million and \$

33.5

million, respectively, of secured loans outstanding, which were entered into in October 2018 in order to finance the purchase of a building and its adjacent land (the "Secured Commercial Loans"). The Secured Commercial Loans have identical terms except one of the Loan Agreements is secured by a deed of trust for the UFC's headquarters building located at 6650 S. Torrey Pines Drive, Las Vegas, Nevada and underlying land and the other Loan Agreement is secured by a deed of trust for a building located at 6650 El Camino Road, Las Vegas, Nevada and its adjacent land. The Secured Commercial Loans bear interest at a rate of LIBOR plus

1.62

% (with a LIBOR floor of

0.88

%). In May 2023, the parties amended the terms of the Secured Commercial Loans to replace the adjusted LIBOR reference rate with SOFR and bear interest at a

[Table of Contents](#)

rate of SOFR plus

1.70

% Principal amortization of

4

% is payable in monthly installments with any remaining balance payable on the final maturity date of November 1, 2028 .

The Secured Commercial Loans contain a financial covenant that requires the Company to maintain a Debt Service Coverage Ratio of consolidated debt to Adjusted EBITDA as defined in the applicable loan agreements of no more than

1.15

-to-1 as measured on an annual basis. As of December 31, 2023 and 2022, the Company was in compliance with its financial debt covenant under the Secured Commercial Loans.

3.375% Convertible Notes (due December 2023)

In connection with the business combination with WWE, the Company assumed the remaining obligations of the

3.375

% convertible senior notes issued by WWE in December 2016 and January 2017 (the "Convertible Notes"). The Convertible Notes matured on December 15, 2023.

As a result of the payment made on September 29, 2023 in the form of cash dividends on TKO Class A common stock, in an amount of \$

3.86

per share, for which the ex-dividend date was September 21, 2023, the applicable conversion rate of the Convertible Notes has been adjusted pursuant to the terms of the Indenture. Effective as of September 21, 2023, upon a conversion of the Convertible Notes, the Company delivered shares of TKO Class A common stock at an adjusted conversion rate of approximately

41.6766

shares of TKO Class A common stock per \$

1,000

principal amount of the Convertible Notes, which corresponded to a conversion price of approximately \$

23.99

per share of TKO Class A common stock.

During the year ended December 31, 2023, holders converted \$

4.2

million aggregate principal amount of the Convertible Notes (the "Conversions"). In accordance with the terms of the Convertible Notes, the Company delivered

176,079

shares of TKO Class A common stock associated with the Conversions during the year ended December 31, 2023. The remaining principal amount of the Convertible Notes, which was less than \$

0.1

million, was paid to holders upon maturity on December 15, 2023.

In connection with the Transactions, as discussed in Note 4, *Acquisition of WWE*, the Convertible Notes were marked to fair value as of September 12, 2023. After September 12, 2023, the premium associated with the acquisition date fair value is included as a component of additional paid-in-capital on the Company's consolidated balance sheets.

Debt Maturities

The Company will be required to repay the following principal amounts in connection with its debt obligations (in thousands):

2024	\$	32,600
2025		32,600
2026		2,668,366
2027		1,600
2028		25,467
	\$	<u>2,760,633</u>

9. FINANCIAL INSTRUMENTS

In October 2018, in connection with the Secured Commercial Loans, the Company entered into a swap for \$

40.0
million notional effective November 1, 2018 with a termination date of November 1, 2028. The swap required the Company to pay a fixed rate of

4.99
% and receive the total of LIBOR plus

1.62
%, which totaled

3.97
% as of December 31, 2018. The Company entered into this swap to hedge certain of its interest rate risks on its variable rate debt. The Company monitors its positions with, and the credit quality of, the financial institutions that are party to its financial transactions. The Company has designated the interest rate swap as a cash flow hedge, and all changes in fair value are recognized in other comprehensive income until the hedged interest payments affect earnings.

In May 2023, the Company amended its Secured Commercial Loans and associated interest rate swap to replace the LIBOR reference rate with Term SOFR. The swap requires the Company to pay a fixed rate of

4.99
% and receive the total of SOFR plus

1.70
%, which totaled

7.04
% as of December 31, 2023.

Prior to the May 2023 amendment the fair value of the swap was based on commonly quoted monthly LIBOR rates. Subsequent to this amendment, the fair value of the swap is based on commonly quoted monthly Term SOFR rates. Both the LIBOR and Term SOFR reference rates are considered observable inputs representing a Level 2 measurement within the fair value hierarchy. The fair value of the swap was \$

0.3
million and \$

0.6
million as of December 31, 2023 and 2022, respectively, and was included in other assets in the consolidated balance sheets. The total change in fair value of the swap's asset position included in accumulated other comprehensive income was an increase of \$

0.3
million, a decrease of \$

4.9
million and a decrease of \$

2.5
million for the years ended

[Table of Contents](#)

December 31, 2023, 2022 and 2021, respectively. The Company reclassified \$

0.3

million of the increase in fair value into net income during each of the years ended December 31, 2023, 2022 and 2021, respectively, representing the amortization of the cash flow hedge fair value to net income.

10. STOCKHOLDERS'/MEMBERS' EQUITY

Amendment and Restatement of Certificate of Incorporation

On September 12, 2023, the Company amended and restated its certificate of incorporation to, among other things, provide for the (a) authorization of

5,000,000,000
shares of Class A common stock with a par value of \$

0.00001
per share, (b) authorization of

5,000,000,000
shares of Class B common stock with a par value of \$

0.00001
per share, (c) authorization of

1,000,000,000
shares of preferred stock with a par value of \$

0.00001
per share, and (d) establishment of a board of directors consisting of eleven members, each of which will serve for one-year terms. On January 23, 2024, the board of directors increased the size of the board from eleven to thirteen.

Holders of TKO Class A common stock and holders of TKO Class B common stock are entitled to

one
vote per share on all matters on which shareholders generally are entitled to vote and, except as otherwise required, will vote together as a single class. Holders of TKO Class B common stock are not entitled to receive dividends and will not be entitled to receive any distributions upon the liquidation, dissolution or winding up of the affairs of the Company.

On September 12, 2023, the Company issued

83,161,123
shares of TKO Class A common stock to the historic WWE stockholders and

89,616,891
shares of TKO Class B common stock to EGH and certain of its subsidiaries.

Secondary Offering & Share Repurchases

On November 9, 2023, the Company entered into an underwriting agreement (the "Underwriting Agreement") with TKO OpCo, Morgan Stanley & Co. LLC, as representative of the various underwriters (collectively, the "Underwriters"), and Mr. McMahon, in connection with the underwritten secondary offering by Mr. McMahon of

8,400,000
shares of TKO Class A common stock at an offering price of \$

79.80
per share (the "Secondary Offering"). The Secondary Offering closed on November 14, 2023. The Company did

not
offer any shares of TKO Class A common stock in the Secondary Offering and did

not
receive any proceeds from the sale of shares of Common Stock in the Secondary Offering.

Pursuant to the Underwriting Agreement, the Company agreed to purchase

1,308,729
shares of TKO Class A common stock from the Underwriters, at a price of \$

76.41
per share, which was equal to the price being paid by the Underwriters to Mr. McMahon, resulting in an aggregate purchase price of approximately \$

100.0
million (the "Share Repurchase"). The Company funded the Share Repurchase with approximately \$

100.0
million of borrowings under the Revolving Credit Facility. All shares repurchased have been retired.

Principal Stockholder Contributions

During the year ended December 31, 2023, the Company received cash contributions of \$

5.8
million and non-cash capital contributions of \$

9.0

million. The cash contributions represented amounts reimbursed to the Company by Mr. McMahon, a principal holder of TKO Class A common stock, in connection with and/or arising from the investigation conducted by a Special Committee of the former WWE board of directors. The non-cash capital contributions represented amounts paid personally by Mr. McMahon to certain counterparties. See Note 22, *Related Party Transactions*, for additional information.

11. NON-CONTROLLING INTERESTS

Nonredeemable Non-Controlling Interest in TKO OpCo

In connection with the business acquisition of WWE described in Note 4, *Acquisition of WWE*, on September 12, 2023, the Company became the sole managing member of TKO OpCo and, as a result, consolidates the financial results of TKO OpCo. The Company reports a non-controlling interest representing the economic interest in TKO OpCo held by the other members of TKO OpCo. TKO OpCo's operating agreement provides that holders of membership interests in TKO OpCo ("Common Units") may, from time to time, require TKO OpCo to redeem all or a portion of their Common Units (and an equal number of shares of TKO Class B common stock) for cash or, at the Company's option, for shares of TKO Class A common stock on a one-for-one basis. In connection with any redemption or exchange, the Company will receive a corresponding number of Common Units, increasing the total ownership interest in TKO OpCo. Changes in the ownership interest in TKO OpCo while the Company retains its controlling interest in TKO OpCo will be accounted for as equity transactions. As such, future redemptions or direct exchanges of Common Units in TKO OpCo by the other members of TKO OpCo will result in a change in ownership and reduce the amount recorded as non-controlling interest and increase additional paid-in capital.

Redeemable Non-Controlling Interest in the UFC

In July 2018, the Company received an investment of \$

9.7

million by third parties (the "Russia Co-Investors") in a newly formed subsidiary of the Company (the "Russia Subsidiary") that was formed to expand the Company's existing UFC business in Russia and certain other countries in the Commonwealth of Independent States. The terms of this investment provide the Russia Co-Investors with a put option to sell their ownership in the Russia Subsidiary five years and six months after the consummation of the investment. The purchase price of the put option is the greater of the total investment amount, defined as the Russia Co-Investors' cash contributions less cash distributions, or fair value. As of December 31, 2023 and 2022, the estimated redemption value was \$

11.2

million and \$

9.7

million, respectively.

The changes in carrying value of the redeemable non-controlling interest were as follows (in thousands):

		9,700
Balance — December 31, 2021	\$	
		1,747
Net income attributable to non-controlling interest holders		(
		1,539
Accretion		)
		9,908
Balance — December 31, 2022	\$	
		1,686
Net income attributable to non-controlling interest holders		
Accretion		—
		11,594
Balance — December 31, 2023	\$	

12. EARNINGS PER SHARE

Earnings per share is calculated utilizing net loss available to common stockholders of the Company from September 12, 2023 through December 31, 2023, divided by the weighted average number of shares of TKO Class A common stock outstanding during the same period. Diluted EPS is calculated by dividing the net loss available to common stockholders by the diluted weighted average shares outstanding during the same period.

The Company's outstanding equity-based compensation awards under its equity-based compensation arrangements (see Note 13, *Equity-based Compensation*) were anti-dilutive during the period.

Table of Contents

The following tables presents the computation of net loss per share and weighted average number of shares of the Company's common stock outstanding for the period presented (dollars in thousands, except per share data):

	Period From September 12 - December 31, 2023
Basic and diluted net loss per share	
<u>Numerator</u>	
	(
Net loss attributable to TKO Group Holdings, Inc.	35,227
	\$
<u>Denominator</u>	
	82,808,019
Weighted average Class A Common Shares outstanding - Basic	(
	0.43
Basic and diluted net loss per share	\$
<u>Securities that are anti-dilutive this period</u>	
	1,636,626
Unvested RSUs	
	327,403
Unvested PSUs	
TKO Class B Common Shares	89,616,891

13. EQUITY-BASED COMPENSATION

In connection with the initial public offering of EGH, EGH's board of directors adopted the Endeavor Group Holdings, Inc. 2021 Incentive Award Plan, which became effective April 28, 2021 and was amended and restated effective April 24, 2023 (the "EGH 2021 Plan"). Under the EGH 2021 Plan, EGH granted stock options and RSUs to certain employees and service providers of TKO OpCo.

In addition to the Replacement Awards described in Note 2, *Summary of Significant Accounting Policies*, the Company's Board of Directors approved and adopted the TKO Group Holdings, Inc. 2023 Incentive Award Plan (the "TKO 2023 Plan") on September 12, 2023. A total of

10,000,000

shares of TKO Class A common stock have been authorized for issuance under the TKO 2023 Plan. The TKO 2023 Plan provides for the grant of incentive or non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, other stock or cash based awards and dividend equivalents. Awards may be granted under the TKO 2023 Plan to directors, officers, employees, consultants, advisors and independent contractors of the Company and its affiliates (including TKO OpCo and its subsidiaries).

Equity-based compensation expense by plan, which is included within selling, general and administrative expenses on the Company's consolidated statements of operations, consisted of the following (in thousands):

	Year Ended December 31,		
	2023	2022	2021
EGH 2021 Plan	\$ 18,638	\$ 23,744	\$ 63,855
Replacement Awards under WWE 2016 Plan	31,747	—	—
TKO 2023 Plan	6,724	—	—
Equity-based compensation expense	\$ 57,109	\$ 23,744	\$ 63,855

As of December 31, 2023, total unrecognized equity-based compensation expense for unvested awards and the related remaining weighted average period for expensing is summarized below (dollars in thousands):

Unrecognized Compensation Costs	Period Remaining (in years)
------------------------------------	--------------------------------

EGH 2021 Plan	11,203	1.82
	\$	
Replacement Awards under WWE 2016 Plan	59,370	2.30
TKO 2023 Plan	66,958	2.32
Equity-based unrecognized compensation expense	137,531	
	\$	

EGH 2021 Plan

The terms of each award, including vesting and forfeiture, are determined by the administrator of the EGH 2021 Plan. Key grant terms include one or more of the following: (a) time-based vesting over a two- to five-year period; (b) market-based vesting conditions at graduated levels upon the EGH's attainment of certain market price per share thresholds; and (c) expiration dates (if applicable). Granted awards may include time-based vesting conditions only, market-based vesting conditions only, or both.

[Table of Contents](#)

The following table summarizes the RSU award activity under the EGH 2021 Plan for the year ended December 31, 2023:

	Time Vested RSUs		Market / Market and Time Vested RSUs	
	Units	Weighted-Average Grant-Date Fair Value	Units	Weighted-Average Grant-Date Fair Value
Outstanding at January 1, 2023	604,875	\$ 29.57	5,115	\$ 24.65
Granted	309,284	\$ 21.77	—	\$ —
Released	297,131	\$ 29.54	—	\$ —
Forfeited	11,418	\$ 21.73	—	\$ —
Outstanding at December 31, 2023	605,610	\$ 25.74	5,115	\$ 24.65

The following table summarizes the stock option award activity under the EGH 2021 Plan for the year ended December 31, 2023:

	Stock Options	
	Units	Weighted-Average Exercise Price
Outstanding at January 1, 2023	286,836	\$ 26.04
Granted	—	\$ —
Exercised	—	\$ —
Forfeited or expired	—	\$ —
Outstanding at December 31, 2023	286,836	\$ 26.04
Vested and exercisable at December 31, 2023	162,452	\$ 25.20

Replacement Awards

Prior to the Transactions, the terms of each WWE award, including vesting and forfeiture, were determined by the administrator of WWE's 2016 Omnibus Incentive Plan (the "WWE 2016 Plan").

In November 2023, certain Replacement Awards consisting of PSUs that were previously granted to a WWE executive management and TKO board member were cancelled and replaced with RSUs granted under the TKO 2023 Plan. The cancelled Replacement Awards included both service and performance conditions with cliff vesting in November 2025. The newly granted RSUs include only a service condition and vest in

three equal installments in each of December 2024, 2025 and 2026, respectively. The Company did

not record any incremental compensation expense as a result of this modification.

Other than the change discussed above, there have been no changes to the terms of the Replacement Awards as of December 31, 2023 other than with respect to the shares underlying the awards as described in Note 2, *Summary of Significant Accounting Policies*. Key grant terms include one or more of the following: (a) time-based vesting over a one- to five-year period; (b) market-based vesting conditions at graduated levels upon the Company's attainment of certain market price per share thresholds; and (c) expiration dates (if applicable). Granted awards may include time-based vesting conditions only, market-based vesting conditions only, or both.

The following table summarizes the RSU award activity under the WWE 2016 Plan for the year ended December 31, 2023:

	Time Vested RSUs	
	Units	Weighted-Average Grant-Date Fair Value
Outstanding at January 1, 2023	—	\$ —
Granted	—	\$ —

Assumed from WWE	1,011,215	\$	100.65
	(		
Vested	209,982	) \$	100.65
	(		
Forfeited	146,581	) \$	100.65
Dividend equivalents	46,438	\$	100.65
Outstanding at December 31, 2023	701,090	\$	100.65

Table of Contents

The following table summarizes the PSU award activity under the WWE 2016 Plan for the year ended December 31, 2023:

	Time Vested PSUs		Market / Market and Time Vested PSUs	
	Units	Weighted-Average Grant-Date Fair Value	Units	Weighted-Average Grant-Date Fair Value
Outstanding at January 1, 2023	—	\$ —	—	\$ —
Granted	—	\$ —	—	\$ —
Assumed from WWE	641,190	100.65	20,460	100.65
	(			
Vested	54,478	100.65	—	—
	)		(	
Forfeited	272,297	83.75	20,460	100.65
	)		)	
Dividend equivalents	12,988	100.65	—	—
Outstanding at December 31, 2023	327,403	93.84	—	—

TKO 2023 Plan

The terms of each award, including vesting and forfeiture, are determined by the administrator of the TKO 2023 Plan. Key grant terms include time-based vesting over a six-month to four-year period.

The following table summarizes the RSU award activity under the TKO 2023 Plan for the year ended December 31, 2023:

	Time Vested RSUs	
	Units	Weighted-Average Grant-Date Fair Value
Outstanding at January 1, 2023	—	\$ —
Granted	935,536	91.23
Vested	—	\$ —
Forfeited	—	\$ —
Outstanding at December 31, 2023	935,536	91.23

14. EMPLOYEE BENEFITS

The Company sponsors two 401(k) defined contribution plans (the "Plans") covering substantially all of its employees. Under the Plans, participants are allowed to make contributions based on a percentage of their salaries, subject to a statutorily prescribed annual limit. The Company makes matching contributions of

50
% of each participant's contributions under the Plans, up to

5
% of eligible compensation (maximum

2.5
% matching contributions) for Zuffa participants, and up to

6
% of eligible compensation (maximum

3
% matching contributions) for WWE participants. The Company may also make additional discretionary contributions to the Plans. Employer matching contributions and discretionary contributions were \$

1.5
million, \$

0.8
million and \$

2.2
million during the years ended December 31, 2023, 2022 and 2021, respectively.

15. INCOME TAXES

TKO Group Holdings, Inc. was incorporated as a Delaware corporation in March 2023. As the sole managing member of TKO OpCo, TKO Group Holdings, Inc. operates and controls all the business and affairs of UFC and WWE. TKO Group Holdings, Inc. is subject to corporate income taxes on its share of taxable income of TKO OpCo. TKO OpCo is treated as a partnership for U.S. federal income tax purposes and is therefore generally not subject to U.S. corporate income tax, other than entity-level income taxes in certain U.S. state and local jurisdictions. TKO OpCo's foreign subsidiaries are subject to entity-level taxes, and TKO OpCo's U.S. subsidiaries are subject to foreign withholding taxes on sales in certain foreign jurisdictions which are included as a component of foreign current taxes.

As discussed in Note 4, *Acquisition of WWE*, the Transactions are accounted for as a reverse acquisition of WWE using the acquisition method of accounting in accordance with ASC 805. As a result, TKO recorded a fair value step-up on the acquired WWE net assets in the amount of \$

3.3
billion and deferred tax liabilities in the amount of \$

379.5
million, all of which was recorded through goodwill as of the Closing Date.

For the years ended December 31, 2023, 2022 and 2021, the effective tax rate was

15.2
%,

3.5
% and

5.4
%, respectively.

[Table of Contents](#)

Income before income taxes includes the following components (in thousands):

	Year Ended December 31,		
	2023	2022	2021
United States	\$ 201,091	\$ 399,244	\$ 287,440
Foreign	6,344	4,305	1,954
Total income before income taxes	<u>\$ 207,435</u>	<u>\$ 403,549</u>	<u>\$ 289,394</u>

The income tax provision consists of the following (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Current:			
U.S. federal, state and local	\$ 5,739	\$ 816	\$ 315
Foreign	25,485	13,184	16,302
Total Current	<u>31,224</u>	<u>14,000</u>	<u>16,617</u>
Deferred:			
U.S. federal, state and local	(54)	460	492
Foreign	276	142	1,340
Total Deferred	<u>222</u>	<u>318</u>	<u>848</u>
Total provision for income taxes	<u>\$ 31,446</u>	<u>\$ 14,318</u>	<u>\$ 15,769</u>

The Company's effective tax rate differs from the U.S. federal statutory rate primarily due to partnership income not subject to income tax and withholding taxes in foreign jurisdictions that are not based on net income. The effective tax rate based on the actual provision shown in the consolidated statements of operations differs from the U.S. statutory federal income tax rate as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
U.S. statutory federal income tax of 21 %	\$ 43,561	\$ 84,743	\$ 60,773
Partnership income not subject to tax	(48,535)	(83,839)	(60,363)
Tax impact of foreign operations	24,546	12,072	15,905
UK ORIP Tax	1,215	859	971
Provision to return	—	968	998

	345	—	—
Permanent differences			
	4,465	—	—
Nondeductible officers compensation			
	4,270	—	—
Opening balance remeasurement		(	—
	1	1,756	580
Valuation allowance		)	(
	539	4	1,894
Unrecognized tax benefits		)	)
	864	1,275	795
U.S. state and local taxes			
	175	—	—
Other			
	31,446	14,318	15,769
Total provision for income taxes	\$	\$	\$

[Table of Contents](#)

Principal components of deferred tax assets and liabilities are as follows (in thousands):

	As of December 31,	
	2023	2022
Deferred tax assets:		
Compensation and severance	\$ 14,244	\$ —
Net operating loss, capital loss and tax credits carried forward	29,615	2,203
Lease liability	34,481	—
Other	3,453	9
Total gross deferred tax assets	81,793	2,212
	(	(
Less: valuation allowance	15,689	94
	)	)
Net deferred tax assets	66,104	2,118
Deferred tax liabilities:		
	(	
Property, buildings, and equipment	33,995	—
	)	
	(	
Intangible assets	365,751	—
	)	
	(	
Lease asset	34,522	—
	)	
	(	
Investments	592	—
	)	
	(	(
Deferred state tax liability	2,445	1,549
	)	)
	(	(
Net deferred tax liabilities	437,305	1,549
	)	)
Total net deferred tax (liabilities) assets	\$ 371,201	\$ 569

As of December 31, 2023 and 2022, the Company had foreign net operating losses of \$

12.1
million and \$

10.9
million, respectively, which expire over various time periods ranging from 5 years to no expiration.

ASC 740 requires that a valuation allowance be recorded against deferred tax assets when it is more likely than not that some or all of the Company's deferred tax asset will not be realized upon available positive and negative evidence. After reviewing all available positive and negative evidence as of December 31, 2023 and 2022, the Company recorded a valuation allowance of \$

15.7
million and \$

0.1

million, respectively, against foreign tax credits and certain foreign deferred tax assets. The Company recorded an increase in valuation allowance of \$

15.6
million, a decrease in valuation allowance of \$

1.7
million and an increase in valuation allowance of \$

0.6
million for the years ended December 31, 2023, 2022 and 2021, respectively, which was recorded in the respective year's provision for income taxes.

The Company had unrecognized tax benefits of \$

5.5
million, \$

0.9
million and \$

1.0
million, respectively, as of December 31, 2023, 2022 and 2021. The aggregate changes to the liability for unrecognized tax benefits, excluding interest and penalties, were as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Beginning balance	\$ 880	\$ 951	\$ 2,720
Acquisitions	2,549	—	—
Gross increases	2,126	—	—
	(		(
Gross decreases	61	—	1,872
	)	(	)
Translation adjustments	—	71	103
Ending balance	\$ 5,494	\$ 880	\$ 951

The Company recognizes interest and penalties related to uncertain tax benefits in its provisions for income taxes. The Company had accrued interest and penalties of \$

0.2
million and \$

0.1
million as of December 31, 2023 and 2022, respectively.

As of December 31, 2023 and 2022, approximately \$

0.5
million and \$

1.0
million, respectively, would affect the Company's effective tax rate upon resolution of the uncertain tax positions.

The Company is regularly audited by domestic and foreign taxing authorities. Audits may result in tax assessments in excess of amounts claimed and the payment of additional taxes. The Company believes that its tax return positions comply with applicable tax law and that it has adequately provided for reasonably foreseeable assessments of additional taxes. Additionally, the Company believes that any assessments in excess of the amounts provided for will not have a material adverse impact in the consolidated financial statements.

[Table of Contents](#)

The Company is subject to taxation in various state and foreign jurisdictions. As of December 31, 2023, the Company is generally subject to review by U.S. federal taxing authorities for the years 2020 through 2022.

Other Matters

On August 16, 2022, the United States enacted the Inflation Reduction Act of 2022 ("IRA"). The IRA, in addition to other provisions, creates a 15% corporate alternative minimum tax ("CAMT") on adjusted financial statement income for applicable corporations. The CAMT is effective for tax years beginning after December 31, 2022. The IRA did not have a material impact on the Company's consolidated financial statements.

In December 2022, the Organization for Economic Co-operation and Development ("OECD") proposed Global Anti-Base Erosion Rules, which provides for changes to numerous long-standing tax principles including the adoption of a global minimum tax rate of 15% for multinational enterprises ("GloBE rules"). Various jurisdictions have adopted or are in the process of enacting legislation to adopt GloBE rules and other countries are expected to adopt GloBE rules in the future. While changes in tax laws in the various countries in which the Company operates can negatively impact the Company's results of operations and financial position in future periods, the Company does not expect the impact of adoption of GloBE rules, effective January 1, 2024, will be material to the Company's consolidated financial position. The Company will continue to monitor legislative and regulatory developments in this area.

16. REVENUE

The Company derives its revenue principally from the following sources: (i) media rights and content fees associated with the distribution of content, (ii) ticket sales at live events and site fees, (iii) sponsorship and advertising sales, and (iv) consumer product licensing.

Disaggregated Revenue

The following table presents the Company's revenue disaggregated by primary revenue sources (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Revenue:			
UFC Segment:			
Media rights and content	\$ 870,551	\$ 794,397	\$ 768,370
Live events	167,942	125,271	105,833
Sponsorship	196,296	166,845	132,240
Consumer products licensing	57,412	53,634	25,501
Total UFC Segment revenue	1,292,201	1,140,147	1,031,944
WWE Segment:			
Media rights and content	249,496	—	—
Live events	87,705	—	—
Sponsorship	17,957	—	—
Consumer products licensing	27,609	—	—
Total WWE Segment revenue	382,767	—	—
Total revenue	\$ 1,674,968	\$ 1,140,147	\$ 1,031,944

Remaining Performance Obligations

The transaction price related to the Company's future performance obligations does not include any variable consideration related to sales or usage-based royalties. The variability related to these sales or usage-based royalties will be resolved in the periods when the licensee generates sales related to the intellectual property license.

Table of Contents

The following table presents the aggregate amount of the transaction price allocated to remaining performance obligations for contracts greater than one year with unsatisfied or partially satisfied performance obligations as of December 31, 2023 (in thousands):

2024	\$	1,902,699
2025		1,655,929
2026		751,351
2027		673,426
2028		595,038
Thereafter		415,419
Total remaining performance obligations	\$	5,993,862

Revenue from Prior Period Performance Obligations

The Company did

no

not recognize any significant revenue from performance obligations satisfied in prior periods during the years ended December 31, 2023, 2022 and 2021.

Contract Liabilities (Deferred Revenues)

The Company records deferred revenue when cash payments are received or due in advance of the Company's performance. The Company's deferred revenue balance primarily relates to advance payments received related to its content distribution rights agreements, consumer product licensing agreements and sponsorship arrangements, as well as memberships for the Company's subscription services. Deferred revenue is included in the current liabilities section and in other long-term liabilities in the consolidated balance sheets.

The following table presents the Company's deferred revenue as of December 31, 2023 and 2022 (in thousands):

Description	As of December 31, 2022	Acquisitions	Additions	Deductions	Foreign Exchange	As of December 31, 2023
				(	(	
Deferred revenue - current	\$ 71,624	\$ 54,190	\$ 1,064,968	\$ 1,071,665	\$ 125	\$ 118,992
				(	)	
Deferred revenue - non-current	11,060	—	—	10,388	—	672
				)		

17. RESTRUCTURING CHARGES

During the year ended December 31, 2023, the Company implemented an ongoing cost reduction program, primarily related to realizing synergy opportunities and integrating the combined operations of WWE and UFC, which resulted in the recording of termination benefits for a workforce reduction of certain employees and independent contractors in the WWE segment and Corporate. As a result, the Company recorded restructuring charges of \$

41.4 million for the year ended December 31, 2023, inclusive of \$

19.9 million of equity-based compensation expenses, which are accrued in accrued liabilities and additional paid-in-capital on the consolidated balance sheets, respectively. These restructuring charges are primarily recorded within selling, general and administrative expenses in the consolidated statements of operations.

Changes in the Company's restructuring liability through December 31, 2023 were as follows (in thousands):

Balance — December 31, 2022	\$	—
Restructuring charges (excluding share-based compensation expense)		21,459

	(
Payments	11,734)
Balance — December 31, 2023	\$ 9,725

18. CONTENT PRODUCTION INCENTIVES

The Company has access to various governmental programs that are designed to promote content production within the United States of America and certain international jurisdictions. These programs primarily consist of nonrefundable tax credits issued by a jurisdiction on an annual basis for qualifying expenses incurred during the year in the production of certain entertainment content created in whole or in part within the jurisdiction.

During the year ended December 31, 2023, the Company recorded content production incentives of \$ 13.1 million related to qualifying content production activities. These incentives are recorded as an offset to production expenses within direct operating costs

[Table of Contents](#)

on the Company's consolidated statements of operations. The Company did

no

t record any content production incentives during the years ended December 31, 2022 or 2021.

19. SEGMENT INFORMATION

Prior to the acquisition of WWE, the Company operated as a single reportable segment. Subsequent to the acquisition of WWE and effective September 12, 2023, the Company identified

two

reportable segments: UFC and WWE, to align with how the Company's chief operating decision maker (the "CODM"), the Chief Executive Officer, manages the businesses, evaluates financial results, and makes key operating decisions. The UFC segment consists entirely of the operations of the Company's UFC business which was the sole reportable segment prior to the acquisition of WWE, while the WWE segment consists entirely of the operations of the WWE business acquired on September 12, 2023.

The Company also reports the results for the "Corporate" group. The Corporate group reflects operations not allocated to the UFC or WWE segments and primarily consists of general and administrative expenses. These expenses relate largely to corporate activities, including information technology, facilities, legal, human resources, finance, accounting, treasury, investor relations, corporate communications, community relations and compensation to TKO's management and board of directors, which support both reportable segments. Corporate expenses also include service fees paid by the Company to Endeavor related to certain corporate activities as well as certain revenue generating activities under the Services Agreement.

All prior period amounts related to the segment change have been retrospectively reclassified to conform to the new presentation.

The profitability measure employed by the Company's CODM for allocating resources and assessing operating performance is Adjusted EBITDA. The Company defines Adjusted EBITDA as net income, excluding income taxes, net interest expense, depreciation and amortization, equity-based compensation, merger and acquisition costs, certain legal costs, restructuring, severance and impairment charges, and certain other items when applicable. Adjusted EBITDA includes amortization expenses directly related to supporting the operations of the Company's segments, including content production asset amortization. The Company believes the presentation of Adjusted EBITDA is relevant and useful for investors because it allows investors to view the Company's segment performance in the same manner as the Company's CODM to evaluate segment performance and make decisions about allocating resources. Additionally, the Company believes that Adjusted EBITDA is a primary measure used by media investors, analysts and peers for comparative purposes.

The Company does not disclose assets by segment information. The Company does not provide assets by segment information to the Company's CODM, as that information is not typically used in the determination of resource allocation and assessing business performance of each reportable segment. A significant portion of the Company's assets following the Transactions represent goodwill and intangible assets arising from the Transactions.

The following tables present summarized financial information for each of the Company's reportable segments (in thousands):

Revenue

	Year Ended December 31,		
	2023	2022	2021
UFC	\$ 1,292,201	\$ 1,140,147	\$ 1,031,944
WWE	382,767	—	—
Total consolidated revenue	\$ 1,674,968	\$ 1,140,147	\$ 1,031,944

[Table of Contents](#)
Reconciliation of segment profitability

	2023	Year Ended December 31, 2022	2021
UFC	\$ 755,664	\$ 680,629	\$ 573,669
WWE	162,981	—	—
	(	(	(
Corporate	109,557	51,919	52,206
	)	)	)
Total Adjusted EBITDA	809,088	628,710	521,463
Reconciling items:			
Equity losses of affiliates	266	209	—
	(	(	(
Interest expense, net	239,042	139,567	102,247
	)	)	)
	(	(	(
Depreciation and amortization	164,616	60,032	63,250
	)	)	)
	(	(	(
Equity-based compensation expense	57,109	23,744	63,855
	)	)	)
	(	(	(
Merger and acquisition costs	83,832	—	—
	)	(	(
Certain legal costs	34,238	753	1,204
	)	)	)
	(	(	(
Restructuring, severance and impairment	21,459	—	—
	)	(	(
	(	(	(
Other adjustments	1,623	1,274	1,513
	)	)	)
Income before income taxes and equity losses of affiliates	\$ 207,435	\$ 403,549	\$ 289,394

Geographic information

Revenue by major geographic region is based upon the geographic location of where our revenue is generated. The information below summarizes our revenue by geographic area:

	2023	Year Ended December 31, 2022	2021
North America	\$ 1,280,727	\$ 893,774	\$ 814,492
Europe/Middle East/Africa	228,103	129,511	123,337
Asia Pacific	134,647	86,936	65,734

	31,491	29,926	28,381
Latin America			
	1,674,968	1,140,147	1,031,944
Total revenue	\$	\$	\$

The Company's property, buildings and equipment were almost entirely located in the United States at December 31, 2023 and 2022.

20. LEASES

As of December 31, 2023, the Company's lease portfolio consisted of operating and finance leases, in which the Company is the lessee, primarily for real estate property for offices around the world. In addition, the Company has various live event production service arrangements that contain operating and finance equipment leases. The Company's real estate leases have remaining lease terms of approximately one year to 27 years, some of which include one or more options to renew. These renewal terms can extend the lease term and are included in the lease term when it is reasonably certain that the Company will exercise the option. The Company's equipment leases, which are included as part of various operating service arrangements, generally have remaining lease terms of approximately one year to six years. Generally, no covenants are imposed by the Company's lease agreements.

[Table of Contents](#)

Quantitative Disclosures Related to Leases

The following table provides quantitative disclosure about the Company's operating and finance leases for the periods presented (dollars in thousands):

	Year Ended December 31,		
	2023	2022	2021
Lease costs			
Finance lease costs:			
Amortization of right-of-use assets	\$ 5,427	\$ —	\$ —
Interest on lease liabilities	5,997	—	—
Operating lease costs	4,525	1,158	3,040
Other short-term and variable lease costs	1,480	936	—
Total lease costs	<u>\$ 17,429</u>	<u>\$ 2,094</u>	<u>\$ 3,040</u>
Other information			
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from finance leases	\$ 4,945	\$ —	\$ —
Operating cash flows from operating leases	\$ 3,382	\$ 1,748	\$ 2,958
Finance cash flows from finance leases	\$ 938	\$ —	\$ —
Right-of-use assets obtained in exchange for new finance lease liabilities (1)	\$ 257,359	\$ —	\$ —
Right-of-use assets obtained in exchange for new operating lease liabilities (1)	\$ 14,630	\$ 7,378	\$ 370
	As of		
	December 31,	December 31,	
	2023	2022	
Weighted-average remaining lease term (in years) - finance leases	25.2	N/A	
Weighted-average remaining lease term (in years) - operating leases	8.9	10.9	
Weighted-average discount rate - finance leases	8.1 %	N/A	
Weighted-average discount rate - operating leases	6.9 %	6.3 %	

(1) The amounts for the year ended December 31, 2023 are primarily related to the assets acquired from WWE as discussed in Note 4, *Acquisition of WWE*.

Maturity of lease liabilities as of December 31, 2023 were as follows (in thousands):

	Operating Leases	Finance Leases
2024	\$ 6,781	\$ 27,554

	6,561	24,551
2025		
	6,332	24,644
2026		
	5,762	20,600
2027		
	4,329	19,536
2028		
	20,401	498,572
Thereafter		
	50,166	615,457
Total future minimum lease payment		
	(	(
	13,009	362,034
Less: imputed interest	)	)
	37,157	253,423
Present value of future minimum lease payments	\$	\$

21. COMMITMENTS AND CONTINGENCIES

The Company has certain commitments, including various service contracts with vendors as well as service fees paid by the Company to Endeavor under the Services Agreement. The following is a summary of the Company's annual commitments under these agreements as of December 31, 2023 (in thousands):

2024	\$	134,779
2025		133,501
2026		95,931
2027		72,499
2028		73,136
Thereafter		125,013
Total	\$	634,859

The Company's future commitments related to its debt obligations and its operating and finance leases are separately disclosed in Note 8, *Debt*, and Note 20, *Leases*, respectively.

Legal Proceedings

The Company is involved in legal proceedings, claims and governmental investigations arising in the normal course of business. The types of allegations that arise in connection with such legal proceedings vary in nature, but can include contract, employment, tax and intellectual property matters. The Company evaluates all cases and records liabilities for losses from legal proceedings when the Company determines that it is probable that the outcome will be unfavorable and the amount, or potential range, of loss can be reasonably estimated. While any outcome related to litigation or such governmental proceedings cannot be predicted with certainty, management believes that the outcome of these matters, except as otherwise may be discussed below, individually or in the aggregate, will not have a material adverse effect on the Company's financial position, results of operations or cash flows.

UFC Legal Proceedings

Zuffa has

five

related class-action lawsuits filed against it between December 2014 and March 2015 by a total of

eleven

former UFC fighters. The lawsuits, which are substantially identical, were transferred to the United States District Court for the District of Nevada and consolidated into a single action in June 2015, captioned *Le et al. v. Zuffa, LLC*, No. 2:15-cv-1045-RFB-BNW (D. Nev.) (the "Le" case). The lawsuit alleges that Zuffa violated Section 2 of the Sherman Act by monopsonizing an alleged market for the services of elite professional MMA athletes. The fighter plaintiffs claim that Zuffa's alleged conduct injured them by artificially depressing the compensation they received for their services, and they seek treble damages under the Antitrust laws, as well as attorneys' fees and costs, and, in some instances, injunctive relief. On August 9, 2023, the district court certified the lawsuit as a damages class action, encompassing the period from December 16, 2010 to June 30, 2017. On January 18, 2024, the court denied Zuffa's motion for summary judgment and requests to exclude the fighter plaintiffs' experts. The court has set a trial date of April 15, 2024. The fighter plaintiffs in the *Le* case abandoned their claim for injunctive relief, so the only relief the fighter plaintiffs may seek at the April 15, 2024 trial is damages. On June 24, 2021, another lawsuit, *Johnson et al. v. Zuffa, LLC et al.*, No. 2:21-cv-1189-RFB-BNW (D. Nev.) (the "Johnson" case), was filed by a putative class of former UFC fighters and covering the period from July 1, 2017 to the present and alleges substantially similar claims to the *Le* case and seeks injunctive relief. The defendants in the *Johnson* case are Zuffa, Endeavor, and TKO OpCo. Discovery recently opened and will continue at least through mid-2025. The Company believes that the claims alleged lack merit and intends to defend itself vigorously against them.

WWE Legal Proceedings

On January 11, 2022, a complaint was filed against WWE by MLW Media LLC ("MLW"), captioned *MLW Media LLC v. World Wrestling Entertainment, Inc.*, No. 5:22-cv-00179-EJD (N.D. Cal.), alleging that WWE interfered with MLW's contractual relationship with certain media platforms and engaged in other anticompetitive and unfair business practices in violation of the Sherman Antitrust Act and California law. On December 22, 2023, the parties notified the court that they had entered into a settlement agreement in the amount of \$

20.0

million and stipulated that the case should be voluntarily dismissed with prejudice. In light of the settlement, the case was dismissed with prejudice on December 26, 2023.

As announced in June 2022, a Special Committee of independent members of WWE's board of directors (the "Special Committee") was formed to investigate alleged misconduct by WWE's then-Chief Executive Officer, Vincent K. McMahon (the "Special Committee Investigation"). Mr. McMahon initially resigned from all positions held with WWE on July 22, 2022 but remained a stockholder with a controlling interest and served as Executive Chairman of WWE's board of directors from January 9, 2023 through September 12, 2023, at which time Mr. McMahon became Executive Chair of the

Table of Contents

Special Committee investigation is complete and, in January 2024, Mr. McMahon resigned from his position as Executive Chair and member of TKO's Company's Board of Directors, as well as other positions, employment and otherwise, at TKO and its subsidiaries, WWE has received, and may receive in the future, regulatory, investigative and enforcement inquiries, subpoenas, demands and/or other claims and complaints arising from, related to, or in connection with these matters. On July 17, 2023, federal law enforcement agents executed a search warrant and served a federal grand jury subpoena on Mr. McMahon. No charges have been brought in these investigations. WWE has received voluntary and compulsory legal demands for documents, including from federal law enforcement and regulatory agencies, concerning the investigation and related subject matters.

On January 25, 2024, a former WWE employee filed a lawsuit against WWE, Mr. McMahon and another former WWE executive in the United States District Court for the District of Connecticut alleging, among other things, that she was sexually assaulted by Mr. McMahon and asserting claims under the Trafficking Victims Protection Act.

On November 17, 2023, a purported former stockholder of WWE, Laborers' District Council and Contractors' Pension Fund of Ohio, filed a verified class action complaint on behalf of itself and similarly situated former WWE stockholders in the Court of Chancery of the State of Delaware, captioned *Laborers District Council and Contractors' Pension Fund of Ohio v. McMahon*, C.A. No. 2023-1166-JTL ("*Laborers Action*"). On November 20, 2023, another purported WWE stockholder, Dennis Palkon, filed a verified class action complaint on behalf of himself and similarly situated former WWE stockholders in the Court of Chancery of the State of Delaware, captioned *Palkon v. McMahon*, C.A. No. 2023-1175-JTL ("*Palkon Action*"). The *Laborers* and *Palkon* Actions allege breach of fiduciary duty claims against former WWE directors Vincent K. McMahon, Nick Khan, Paul Levesque, George A. Barrios, Steve Koonin, Michelle D. Wilson, and Frank A. Riddick III, arising out of the Transactions. These cases are pending consolidation and are in the early stages.

On January 4, 2024, the City of Pontiac Reestablished General Employee's Retirement System, a purported stockholder of WWE, filed an action in the Court of Chancery of the State of Delaware seeking certain books and records related to the Transactions under Section 220 of the Delaware General Corporations Code (the "*Pontiac Action*"). On February 12, 2024, the Court entered an order vacating the case schedule and staying the *Pontiac Action*.

22. RELATED PARTY TRANSACTIONS

EGH and its subsidiaries

EGH and its subsidiaries (collectively, the "Group"), who collectively own approximately

52.1

% of the voting interest in TKO as described in Note 1, *Description of Business*, provide various services to the Company and, upon consummation of the Transactions, such services are provided pursuant to the Services Agreement. Revenue and expenses associated with such services are as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Event and other licensing revenues earned from the Group	\$ 16,501	\$ 10,743	\$ 7,099
Expenses incurred with the Group included in direct operating costs (1)	21,780	17,489	13,426
Expenses incurred with the Group included in selling, general and administrative expenses (2)	24,981	25,370	25,350
	(	(	(
Net expense resulting from Group transactions included within net income (loss)	\$ 30,260	\$ 32,116	\$ 31,677

(1) These expenses primarily consist of production and consulting services as well as commissions paid to the Group.

(2) These expenses primarily consist of service fees paid to the Group. The Company believes that these service fees are a reasonable allocation of costs related to representation, executive leadership, back-office and corporate functions and other services provided by the Group.

Outstanding amounts due to and from the Group were as follows (in thousands):

Classification	As of December 31,	
	2023	2022
Amounts due from the Group		
Other current assets	\$ 11,599	\$ 23,838
Amounts due to the Group	(	(
Other current liabilities	5,473	7,631
	)	)

The Company also reimburses the Group for third party costs they incur on the Company's behalf. The Company reimbursed \$

9.3
million, \$

5.4
million and \$

4.7
million of such costs during the years ended December 31, 2023, 2022 and 2021, respectively.

Vincent McMahon

Vincent K. McMahon, who served as Executive Chair of the Company's Board of Directors until January 26, 2024, controls a significant portion of the voting power of the issued and outstanding shares of the Company's common stock.

Mr. McMahon has agreed to make future payments to certain counterparties personally. In accordance with the SEC's Staff Accounting Bulletin Topic 5T, *Miscellaneous Accounting, Accounting for Expenses or Liabilities Paid by Principal Stockholders* ("Topic 5T"), the Company concluded that these amounts should be recognized by the Company as expenses in the period in which they become probable and estimable.

In connection with the acquisition of WWE, the Company assumed \$

3.5

million of liabilities related to future payments owed by Mr. McMahon to certain counterparties, of which \$

2.0

million was paid directly by Mr. McMahon during the period of September 12, 2023 through December 31, 2023. During the period of September 12, 2023 through December 31, 2023, the Company recorded \$

3.5

million of expenses associated with payments made directly by Mr. McMahon to certain counterparties. These costs are included within selling, general and administrative expenses in our consolidated statements of operations. Additionally, during the period of September 12, 2023 through December 31, 2023, the Company recorded \$

3.5

million of costs associated with payments made directly by Mr. McMahon related to WWE's global headquarters lease. These costs are included within finance lease right-of-use assets, net in our consolidated balance sheets. These payments are considered non-cash capital contributions and are included as a component of principal stockholder contributions in our consolidated statements of stockholders'/members' equity. As of December 31, 2023, total liabilities of \$

1.5

million are included within accrued expenses in our consolidated balance sheets related to future payments owed by Mr. McMahon to certain counterparties.

In connection with and/or arising from the investigation conducted by a Special Committee of the former WWE board of directors, Mr. McMahon has agreed to reimburse the Company for additional costs incurred in connection with and/or arising from the same matters. During the year ended December 31, 2023, Mr. McMahon reimbursed the Company \$

5.8

million associated with these costs. This reimbursement is considered a capital contribution and is included as a component of principal stockholder contributions in our consolidated statements of stockholders'/members' equity.

DESCRIPTION OF CAPITAL STOCK

The following is a description of the capital stock of TKO Group Holdings, Inc. (the “Company,” “we,” “us,” and “our”) and certain provisions of our Amended and Restated Certificate of Incorporation (the “Certificate of Incorporation”), our Amended and Restated Bylaws (the “Bylaws”), and the General Corporation Law of the State of Delaware (the “DGCL”). This description is summarized from, and qualified in its entirety by reference to, our Certificate of Incorporation and Bylaws, copies of which have been filed with the Securities and Exchange Commission (the “SEC”), and the applicable provisions of the DGCL. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in our Certificate of Incorporation and Bylaws, as applicable.

Our Certificate of Incorporation authorizes capital stock consisting of:

- 5,000,000,000 shares of Class A common stock, par value \$0.00001 per share (the “Class A common stock”);
- 5,000,000,000 shares of Class B common stock, par value \$0.00001 per share (the “Class B common stock”); and
- 1,000,000,000 shares of preferred stock, par value \$0.00001 per share (the “preferred stock”).

The Company has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”): Class A common stock.

The following summary describes the material provisions of our capital stock.

Common Stock***Voting***

The holders of our Class A common stock and Class B common stock vote together as a single class on all matters submitted to stockholders for their vote or approval, except as required by applicable law. Holders of our Class A common stock and Class B common stock are entitled to one vote per share on all matters submitted to stockholders for their vote or approval.

Dividends

The holders of Class A common stock are entitled to receive dividends when, as and if declared by our Board of Directors (the “Board”) out of legally available funds.

The holders of our Class B common stock do not have any right to receive dividends other than stock dividends consisting of shares of our Class B common stock, paid proportionally with respect to each outstanding share of our common stock.

Liquidation or Dissolution

Upon our liquidation or dissolution, the holders of all classes of common stock are entitled to their respective par value, and the holders of our Class A common stock will then be entitled to share ratably in those of our assets that are legally available for distribution to stockholders after payment of liabilities and subject to the prior rights of any holders of preferred stock then outstanding. Other than their par value, the holders of our Class B common stock do not have any right to receive a distribution upon a liquidation or dissolution of our Company.

Redemption, Transferability and Exchange

Subject to the terms of its limited liability company agreement, the members of TKO Operating Company, LLC ("TKO OpCo") may from time to time cause the Company to redeem any or all of their vested common units (and paired shares of Class B common stock) in exchange for, at our election (subject to certain exceptions), either cash (based on the market price of a share of our Class A common stock) or shares of our Class A common stock.

Other Provisions

None of the Class A common stock or Class B common stock has any pre-emptive or other subscription rights.

At such time as no equity interests in TKO OpCo remain exchangeable for shares of our Class A common stock, all outstanding shares of Class B common stock will be cancelled.

Preferred Stock

We are authorized to issue up to 1,000,000,000 shares of preferred stock. Our Board is authorized, subject to limitations prescribed by Delaware law and our Certificate of Incorporation, to determine the terms and conditions of the preferred stock, including whether the shares of preferred stock will be issued in one or more series, the number of shares to be included in each series and the powers (including the voting power), designations, preferences, and rights of each series. Our Board is also authorized to designate any qualifications, limitations, or restrictions on each series of preferred stock without any further vote or action by the stockholders. The issuance of preferred stock may have the effect of delaying, deferring, or preventing a change in control of our Company and may adversely affect the voting and other rights of the holders of our Class A common stock and Class B common stock, which could have a negative impact on the market price of our Class A common stock.

Corporate Opportunity

Our Certificate of Incorporation provides that, to the fullest extent permitted by law, the Company renounces any interest or expectancy in a transaction or matter that may be a corporate opportunity for it, and the directors of the Company (other than in their capacity as officers and employees of the Company), certain directors, principals, officers, employees, members, equityholders and/or other representatives of Endeavor Group Holdings, Inc. and its respective affiliates, or any of the Company's non-employee directors have no duty to present such corporate opportunity to the Company and may invest in competing businesses or do business with the Company's clients or customers.

Anti-Takeover Effects of Our Certificate of Incorporation and Bylaws

The provisions of our Certificate of Incorporation and Bylaws and of the DGCL summarized below may have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that you might consider in your best interest, including an attempt that might result in your receipt of a premium over the market price for your shares of Class A common stock.

Our Certificate of Incorporation and Bylaws contain certain provisions that are intended to enhance the likelihood of continuity and stability in the composition of our Board and that may have the effect of delaying, deferring, or preventing a future takeover or change in control of our Company unless such takeover or change in control is approved by our Board.

These provisions include:

Special Meetings of Stockholders. Our Certificate of Incorporation and Bylaws provide that, subject to any special rights of the holders of any series of preferred stock and except as otherwise required by law, special meetings of the stockholders can only be called by the Board, the executive chair, the chief executive officer, or any holder of 25% or more of the voting power of the Company's issued and outstanding capital stock. Except as described above, stockholders are not permitted to call a special meeting or to require the Board to call a special meeting.

Advance Notice Procedures. Our Bylaws establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of our stockholders, and for stockholder nominations of persons for election to the Board to be brought before an annual or special meeting of stockholders. Stockholders at an annual meeting are only able to consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the Board or by a stockholder who was a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has given our Secretary timely written notice, in proper form, of the stockholder's intention to bring that business or nomination before the meeting. Although the Bylaws do not give our Board the power to approve or disapprove stockholder nominations of candidates or proposals regarding other business to be conducted at a special or annual meeting, as applicable, the Bylaws may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed or may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of our Company.

Authorized but Unissued Shares. Our authorized but unissued shares of common stock and preferred stock are available for future issuance without stockholder approval, unless otherwise required by law. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions, and employee benefit plans. The existence of authorized but unissued shares of common stock and preferred stock could render more difficult or discourage an attempt to obtain control of a majority of our common stock by means of a proxy contest, tender offer, merger, or otherwise.

Business Combinations with Interested Stockholders. Our Certificate of Incorporation provides that we are not subject to Section 203 of the DGCL, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with an "interested stockholder" (which includes a person or group owning 15% or more of the corporation's voting stock) for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Accordingly, we are not subject to any anti-takeover effects of Section 203.

Choice of Forum

Our Certificate of Incorporation provides that, unless we consent in writing to the selection of an alternative forum, (A) the Court of Chancery of the State of Delaware be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of our company, (2) any action asserting a claim of breach of fiduciary duty owed by any director, officer, agent, or other employee or stockholder of our company to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the DGCL, our Certificate of Incorporation or our Bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) any action asserting a claim governed by the internal affairs doctrine, in each case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Notwithstanding the foregoing, the exclusive forum provision shall not apply to claims seeking to enforce any liability or duty created by the Exchange Act. Our Certificate of Incorporation also provides that, to the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of our capital stock shall be deemed to have notice of and consented to the foregoing. By agreeing to this provision, however, stockholders are not deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

Directors' Liability; Indemnification of Directors and Officers

Our Certificate of Incorporation limits the liability of our directors to the fullest extent permitted by the DGCL and provides that we provide them with customary indemnification and advancement of expenses. We have entered into customary indemnification agreements with each of our executive officers and directors that provide them, in general, with customary indemnification in connection with their service to us or on our behalf.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is Equiniti Trust Company, LLC.

Securities Exchange

Our Class A common stock is listed on the New York Stock Exchange under the symbol "TKO."

AMENDMENT NO. 1 TO GOVERNANCE AGREEMENT

This AMENDMENT NO. 1 TO GOVERNANCE AGREEMENT (this "Amendment No. 1"), effective as of January 23, 2024, entered into by and between Endeavor Group Holdings, Inc., a Delaware corporation ("Endeavor"), Endeavor Operating Company, LLC, a Delaware limited liability company and a subsidiary of Endeavor ("Endeavor OpCo"), January Capital Sub, LLC, a Delaware limited liability company and a subsidiary of Endeavor ("Endeavor Blocker"), January Capital Holdco, LLC, a Delaware limited liability company and a subsidiary of Endeavor (together with Endeavor OpCo and Endeavor Blocker, the "Endeavor Subscribers"), TKO Operating Company, LLC (f/k/a Zuffa Parent, LLC), a Delaware limited liability company ("HoldCo"), TKO Group Holdings, Inc. (f/k/a New Whale Inc.), a Delaware corporation ("New PubCo"); and Vincent K. McMahon (together with Endeavor, the Endeavor Subscribers, HoldCo and New PubCo, the "Parties" and each, a "Party"), amends that certain Governance Agreement, dated as of September 12, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Governance Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Governance Agreement.

WITNESSETH:

WHEREAS, pursuant to Section 4.11 of the Governance Agreement, the Governance Agreement may be amended by an instrument in writing signed by each of the Parties; and

WHEREAS, the Parties desire to amend the Governance Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the promises, and the respective representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

Section 1. Amendment to Recitals. The Recitals of the Governance Agreement are hereby amended by:

1.1 Deleting the second Recital in its entirety and replacing it with the following sentence:

"WHEREAS, in connection with the Closing (as defined in the Transaction Agreement), the following individuals were designated by WWE to serve as Directors on the New PubCo Board, effective as of immediately following the Closing: Vincent K. McMahon, Nick Khan, Steven Koonin, Nancy Tellem, and Peter Bynoe (each such Director, together with his or her successors and any other Director selected in accordance with Section 1.1(b), a "WWE Designee") and, following the Closing, the Parties have agreed to select the WWE Designees and their successors in accordance with the terms of this Agreement;"

1.2 Deleting the third Recital in its entirety and replacing it with the following sentence:

"WHEREAS, in connection with the Closing, the following individuals were designated by Endeavor to serve as Directors on the New PubCo Board, effective as of immediately following the Closing: Ariel Emanuel, Egon Durban, Mark Shapiro, Jonathan Kraft, Sonya Medina, and Carrie Wheeler (each such Director, together with his or her successors and any other Director selected in accordance with Section 1.1(d), an "Endeavor Designee") and, following the Closing, the Parties have agreed to select the Endeavor Designees and their successors in accordance with the terms of this Agreement; and"

Section 2. Amendment to Article I. Article I of the Governance Agreement is hereby amended by:

2.1 Deleting Section 1.1(a) in its entirety and replacing it with the following

"Until the later of (i) December 31, 2025 and (ii) the earlier of (x) the date on which Mr. McMahon owns fewer than 7,188,031 shares of Common Stock (as equitably adjusted as a result of a stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like) and (y) the date on which Mr. McMahon no longer serves as the Executive Chair (the date contemplated by clauses (i) and (ii), the "Sunset Date"; provided, that notwithstanding anything to the contrary contained herein, solely for purposes of Section 7.1(a) of the New PubCo Certificate, "Sunset Date" shall mean January 23, 2024), New PubCo's slate of individuals nominated for election to the Board shall include the WWE Designees designated in accordance with Section 1.1(b); provided, that the WWE Designees shall at all times include at least three (3) Independent Directors. For purpose of this Agreement, "Independent" shall have the meaning set forth in New PubCo's by-laws. For purposes of this Section 1.1(a), Mr. McMahon shall be deemed to own (1) any shares of Common Stock held by any trust that is for the benefit of Mr. McMahon or the immediate family of Mr. McMahon and over which Mr. McMahon retains voting control, and (2) any shares of Common Stock owned by a partnership, limited liability company or other entity, the sole owners of which are Mr. McMahon or the immediate family of Mr. McMahon and in any case of which Mr. McMahon is the legal and beneficial owner of a majority of the outstanding voting securities or the managing member."

2.2 Deleting Section 1.1(b) in its entirety and replacing it with the following

"Until the earlier of the Executive Chair Sunset Date and the Sunset Date, (A) Mr. McMahon shall have the right, but not the obligation, to designate (i) the nominee for his seat (whether himself or his successor(s)), (ii) two (2) non-Independent directors and (iii) one (1) Independent director (the "V.M. Designated Independent Director") and (B) the then-appointed WWE Designees (acting by majority) shall have the right to nominate the two other (2) WWE Designees, each of whom must be Independent. If, upon the occurrence of the death, resignation or Incapacitation of Mr. McMahon (the "Executive Chair Sunset"), the Sunset Date has not occurred, then from the Executive Chair Sunset until the Sunset Date, the then-appointed WWE Designees (acting by majority), shall have the right to designate the successors to all six (6) of the WWE Designees (three (3) of whom must be Independent), subject to the terms of this Agreement. Any Director designated pursuant to this Section 1.1(b) shall be deemed to be a WWE Designee upon his or her election to

the Board for all purposes. But, for the avoidance of doubt, any vacancy of the Executive Chair will be filled by the Board by affirmative vote of a majority of the Directors.”

2.3 Deleting Section 1.1(d) in its entirety and replacing it with the following

“Until the Sunset Date, there shall be seven (7) Endeavor Designees. The Endeavor Subscribers (acting together by majority) shall have the right, but not the obligation, to designate all of the Endeavor Designees.”

2.4 Deleting Section 1.12 in its entirety and inserting in lieu thereof the following:

“Until the Sunset Date, the size of the Board will be fixed at thirteen (13) persons”

2.5 Adding the following as a new Section 1.13 of the Agreement:

“Notwithstanding anything to the contrary contained herein, until the Sunset Date, in the event that New PubCo ceases to be a “controlled company” under the rules and regulations in effect at such time of the NYSE or such other market on which the Common Stock is then listed or quoted, each of Endeavor and Mr. McMahon (or, following the Executive Chair Sunset Date, the then-appointed WWE Designees) shall take such actions as are necessary to cause the majority of the Board to consist of Independent Directors (including causing the resignation or removal of non-Independent Directors or, if applicable, replacing non-Independent Directors with Independent Directors); provided, that, in connection with the foregoing, to the extent that (x) any non-Independent Endeavor Designee or non-Independent WWE Designee resigns or is caused to be removed from the Board, an equal number of non-Independent WWE Designees or non-Independent Endeavor Designees, as applicable, will also resign or be caused to be removed from the Board or (y) Endeavor and Mr. McMahon agree to reduce the size of the Board, the number of Endeavor Designees and WWE Designees shall be reduced by the same number of non-Independent Directors. Notwithstanding the foregoing, in no event shall this Section 1.13 require the resignation or removal of all of the non-independent WWE Designees and Mr. McMahon (or, if applicable, a majority of the then-appointed WWE Designees) shall at all times until the Sunset Date, have the right to designate at least one non-Independent director in accordance with Section 1.1(b).”

Section 3. References. From and after the date of this Amendment No. 1, references in the Governance Agreement to the “Agreement” shall be deemed to refer to the Governance Agreement as amended hereby unless the context otherwise requires

Section 4. Full Force and Effect. Except as otherwise expressly provided herein, all of the terms and conditions of the Governance Agreement remain unchanged and continue in full force and effect. This Amendment No. 1 is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Governance Agreement or any of the documents referred to therein. This Amendment No. 1 shall be deemed to be in full force and effect from and after the execution of this Amendment No. 1 by the parties hereto as if the amendments made hereby were originally set forth in the Governance Agreement.

Section 5. Miscellaneous. Article IV of the Governance Agreement is hereby incorporated into this Amendment No. 1 by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first indicated above.

Endeavor Group Holdings, Inc.

By: /s/ Jason Lublin
Name: Jason Lublin
Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Governance Agreement]

Endeavor Operating Company, LLC

By: /s/ Jason Lublin
Name: Jason Lublin
Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Governance Agreement]

January Capital Sub, LLC

By: /s/ Jason Lublin
Name: Jason Lublin
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Governance Agreement]

January Capital Holdco, LLC

By: /s/ Jason Lublin
Name: Jason Lublin
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Governance Agreement]

TKO Operating Company, LLC

By: /s/ Andrew
Schleimer
Name: Andrew Schleimer
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Governance Agreement]

TKO Group Holdings, Inc.

By: /s/ Andrew
Schleimer
Name: Andrew Schleimer
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Governance Agreement]

/s/ Vincent K. McMahon
Vincent K. McMahon

[Signature Page to Amendment No. 1 to Governance Agreement]

TKO Group Holdings, INC.
Amended and Restated Non-Employee Director Compensation Policy

Non-employee members of the board of directors (the “**Board**”) of TKO Group Holdings, Inc. (the “**Company**”) shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Policy (this “**Policy**”). The cash and equity compensation described in this Policy shall be paid or be made, as applicable, automatically and without further action of the Board, or any committee or subcommittee of either, to each member of the Board who both (a) is not an employee of the Company, any of its subsidiaries or any parent company or other entity that consolidates the Company's financial statements and (b) to the extent appointed pursuant to the Governance Agreement, dated as of September 12, 2023, qualifies as Independent (as defined therein) (each, a “**Non-Employee Director**”), unless such Non-Employee Director declines the receipt of such cash or equity compensation by written notice to the Company. This Policy was originally effective as of September 12, 2023 (the “**Original Effective Date**”) and is hereby amended and restated effective as of February 22, 2024 (the “**Effective Date**”), and shall remain in effect until it is revised or rescinded by further action of the Board. This Policy may be amended, modified or terminated at any time by action by the Board in its sole discretion. The terms and conditions of this Policy shall supersede any prior cash and/or equity compensation arrangements for service as a member of the Board between the Company and any of its Non-Employee Directors and between any subsidiary of the Company and any of its non-employee directors. No Non-Employee Director shall have any rights hereunder, except with respect to equity awards granted pursuant to this Policy following grant thereof.

1. Cash Compensation.

(a) Annual Retainers. Each Non-Employee Director shall receive an annual retainer of \$107,000 for service on the Board.

(b) Additional Annual Retainers.

(i) Lead Independent Director. Any Non-Employee Director serving as Lead Independent Director of the Board (the “**Lead Independent Director**”) shall receive an additional annual retainer of \$41,667 for such service.

(ii) Audit Committee. Any Non-Employee Director serving as the Chair of the Audit Committee of the Company shall receive an additional annual retainer of \$15,000 for such service. Each Non-Employee Director serving as a member of the Audit Committee of the Company (including any Non-Employee Director serving as the Chair of the Audit Committee of the Company) shall receive an additional annual retainer of \$21,000 for such service.

(iii) Compensation Committee. Any Non-Employee Director serving as the Chair of the Compensation Committee of the Company shall receive an additional annual retainer of \$20,000 for such service. Each Non-Employee Director serving as a member of the Compensation Committee (including any Non-Employee Director serving as the Chair of the Compensation Committee of the Company) shall receive an additional annual retainer of \$10,000 for such service.

(iv) Nominating and Corporate Governance Committee. Any Non-Employee Director serving as Chair of the Nominating and Corporate Governance Committee of the Company shall receive an additional annual retainer of \$15,000 for such service. Each Non-Employee Director serving as a member of the Nominating and Corporate Governance Committee (including any Non-Employee Director serving as the Chair of the Nominating and Corporate Governance Committee of the Company) shall receive an additional annual retainer of \$7,500 for such service.

(c) Payment of Retainers. The annual retainers described in Sections 1(a) and 1(b) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a member of the Board does not serve as a Non-Employee Director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, such Non-Employee Director shall receive a prorated portion of the retainer(s) otherwise payable to such Non-Employee Director for such calendar quarter pursuant to Section 1(b), with such prorated portion determined by multiplying such otherwise payable retainer(s) by a fraction, the numerator of which is the number of days during which the member of the Board serves as a Non-Employee Director or in the applicable positions described in Section 1(b) during the applicable calendar quarter and the denominator of which is the number of days in the applicable calendar quarter.

2. Equity Compensation. Non-Employee Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Company's 2023 Incentive Award Plan or any other applicable Company equity incentive plan then-maintained by the Company (such plan, as may be amended from time to time, the "**Equity Plan**") and shall be granted subject to the execution and delivery of applicable award agreement(s), including attached exhibits.

(a) Annual Awards.

(i) Each Non-Employee Director who (A) serves on the Board as of the date of any annual meeting of the Company's stockholders (an "**Annual Meeting**") after the Effective Date and (B) will continue to serve as a Non-Employee Director immediately following such Annual Meeting shall be automatically granted, on the date of such Annual Meeting, a restricted stock unit award under which the Non-Employee Director will, upon vesting, be entitled to receive a number of shares of Class A common stock of the Company with a value on the date of grant of \$182,000 (calculated based on the average closing price, as reported on the applicable stock exchange on which such shares of Class A common stock of the Company are traded, of one (1) share of Class A common stock for the twenty (20) trading days preceding the date of grant; provided, that if such shares of Class A common stock of the Company have been traded for less than twenty (20) trading days preceding the date of grant, then based on the average closing price, as reported on the applicable stock exchange on which such shares of Class A common stock of the Company are traded, of one (1) share of Class A common stock for the number of days such shares have been trading preceding the date of grant (the "**Average Closing Price**") (with the number of shares of Class A common stock of the Company underlying such award subject to adjustment as provided in the Equity Plan).

(ii) Any Non-Employee Director who (A) serves as Lead Independent Director as of the date of any Annual Meeting after the Effective Date and (B) will continue to serve as Lead Independent Director immediately following such Annual Meeting shall be automatically granted, on the date of such Annual Meeting, a restricted stock unit award under which such Lead Independent Director will, upon vesting, be entitled to receive a number of shares of Class A common stock of the Company with a value on the date of grant of \$83,333 (calculated based on the Average Closing Price) (with the number of shares of Class A common stock of the Company underlying such award subject to adjustment as provided in the Equity Plan).

The awards described in this Section 2(a) shall be referred to as the "**Annual Awards**." For the avoidance of doubt, a Non-Employee Director elected for the first time to the Board at an Annual Meeting shall only receive an Annual Award in connection with such election, and shall not receive any Initial Award (as defined below) on the date of such Annual Meeting as well.

(b) Initial Awards. Except as otherwise determined by action of the Board:

(i) Each Non-Employee Director who is initially elected or appointed to the Board after the Effective Date on any date other than the date of an Annual Meeting shall be automatically granted, on the effective date of such Non-Employee Director's initial election or appointment (such Non-Employee Director's "**Start Date**"), a restricted stock unit award under which the Non-Employee Director will, upon vesting, be entitled to receive a number of shares of Class A common stock of the Company with a value on such Non-Employee Director's Start Date equal to the product of (A) \$182,000 and (B) the Initial Award Percentage (as defined below), calculated based on the Average Closing Price of such shares on the Non-Employee Director's Start Date (with the number of shares of Class A common stock of the Company underlying such award subject to adjustment as provided in the Equity Plan). The "**Initial Award Percentage**" shall mean (1) prior to the first Annual Meeting occurring after the Effective Date, a fraction, the numerator of which is (x) the number of days between the Original Effective Date and the anticipated date of the first Annual Meeting (as determined by the Board) minus (y) the number of days in the period beginning on the Original Effective Date and ending on such Non-Employee Director's Start Date, and the denominator of which is the number of days in the period between the Original Effective Date and the anticipated date of first Annual Meeting occurring after the Original Effective Date and (2) following the first Annual Meeting, a fraction, the numerator of which is (x) 365 minus (y) the number of days in the period beginning on the date of the Annual Meeting immediately preceding such Non-Employee Director's Start Date, and ending on such Non-Employee Director's Start Date, and the denominator of which is 365.

(ii) Any Non-Employee Director who is appointed as Lead Independent Director after the Effective Date on any date other than the date of an Annual Meeting shall be automatically granted, on the effective date of such Non-Employee Director's initial appointment as Lead Independent Director (such Non-Employee Director's "**LID Appointment Date**"), a restricted stock unit award under which such Non-Employee Director will, upon vesting, be entitled to receive a number of shares of Class A common stock of the Company with a value on such Non-Employee Director's LID Appointment Date equal to the product of (A) \$83,333 and (B) the Initial LID Award Percentage, calculated based on the Average Closing Price of such shares on the Non-Employee Director's LID Appointment Date (with the number of shares of Class A common stock of the Company underlying such award subject to adjustment as provided in the Equity Plan). The "**Initial LID Award Percentage**" shall mean (1) prior to the first Annual Meeting occurring after the Effective Date, a fraction, the numerator of which is (x) the number of days between the Original Effective Date and the anticipated date of the first Annual Meeting (as determined by the Board) minus (y) the number of days in the period beginning on the Original Effective Date and ending on such Non-Employee Director's LID Appointment Date, and the denominator of which is the number of days in the period between the Original Effective Date and the anticipated date of first Annual Meeting occurring after the Original Effective Date and (2) following the first Annual Meeting, a fraction, the numerator of which is (x) 365 minus (y) the number of days in the period beginning on the date of the Annual Meeting immediately preceding such Non-Employee Director's LID Appointment Date, and ending on such Non-Employee Director's LID Appointment Date, and the denominator of which is 365.

The awards described in this Section 2(b) shall be referred to as "**Initial Awards**." For the avoidance of doubt, no Non-Employee Director shall be granted more than one Initial Award under each of Sections 2(b)(i) and (ii).

(c) Commencement of Status as Non-Employee Director. Members of the Board who are not Non-Employee Directors, but who, following the Effective Date, become Non-Employee Directors

and remain on the Board will not receive any Initial Award pursuant to Section 2(b) above, but to the extent that they are otherwise eligible, will be eligible to receive, after becoming a Non-Employee Director, Annual Awards as described in Section 2(a) above.

(d) Vesting of Awards Granted to Non-Employee Directors. Each award granted to Non-Employee Directors on the Original Effective Date (each, an “**Original Effective Date Awards**”), Annual Award and Initial Award shall vest on the next Annual Meeting following the date of grant, in each case subject to the Non-Employee Director continuing in service through the date of such Annual Meeting. No portion of an Original Effective Date Award, Annual Award or Initial Award that is unvested at the time of a Non-Employee Director’s termination of service on the Board shall become vested thereafter. All of a Non-Employee Director’s Original Effective Date Awards, Annual Awards and Initial Awards shall vest in full immediately prior to the occurrence of a Change in Control (as defined in the Equity Plan), to the extent outstanding at such time.

(e) Compensation Limits. Notwithstanding anything to the contrary in this Policy, all compensation payable under this Policy will be subject to any limits on the maximum amount of Non-Employee Director compensation set forth in the Equity Plan, as in effect from time to time.

Effective Date: February 22, 2024

* * * * *

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "Agreement") is entered into as of this 22nd day of November 2023 (the "Effective Date") by and between World Wrestling Entertainment, LLC ("WWE") and Nick Khan ("Khan").

WHEREAS, the parties hereto desire to set forth the terms of Khan's employment with WWE in the capacity of President pursuant to the terms of this Agreement; and

WHEREAS, by signing below, Khan accepts and agrees to the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Term/At-Will Employment.

The parties agree that the term of this Agreement and Khan's employment hereunder is for a period commencing on the Effective Date and ending on December 31, 2026 (such period, the "Term"), subject to WWE and Khan's right to terminate his employment and the Term prior to the end thereof as set forth in Section 4 below and subject to the provisions in Section 4 below concerning post-termination payments to Khan and/or reimbursements due from WWE. In the event Khan continues to render services for WWE after the expiration of the Term, such employment shall continue on an at-will basis, so that either WWE or Khan may terminate his employment for any reason at any time; however, if Khan intends to terminate his employment, he shall provide WWE with at least 60 days advance written notice.

SECTION 2. Position and Duties.

(a) Khan agrees to render services to WWE on a full-time basis as are consistent with the position of President as determined in WWE's discretion, and pursuant to the terms and conditions hereinafter set forth. Khan shall, at all times, faithfully, industriously and to the best of his ability, experience and talent, performance the duties associated with this position, and he shall devote all of his working time and efforts to the performance of such duties. Khan shall, at all times, also be subject to and comply with WWE's rules and policies as adopted by WWE from time to time. Subject to Section 6(c), Khan's services hereunder will be exclusive to WWE, TKO Group Holdings, Inc. ("TKO"), TKO Operating Company, LLC ("TKO OpCo") and their respective subsidiaries.

(b) Khan shall report directly to, and be subject to the direction of, (i) before the occurrence of a Key Man Event (as defined below), Mark Shapiro (currently TKO's President and Chief Operating Officer), or (ii) following the occurrence of a Key Man Event, TKO's President or CEO. Khan's primary residence is in Los Angeles, California and he shall render services at such places within or outside the United States (including without limitation at WWE's offices in Los Angeles, California and/or Stamford, Connecticut, to which, for clarity, Khan shall travel for business as needed, consistent with past practice) as are necessary or appropriate to effectively fulfill his duties and responsibilities.

SECTION 3. Compensation & Benefits.

(a) Base Salary: Effective as of the Effective Date, Khan's base salary shall be \$2,000,000 per annum, less applicable taxes and withholdings, payable on a bi-weekly basis in accordance with WWE's standard payroll practices as such standard practices may be updated from time to time, and subject to merit adjustments within the sole discretion of WWE (and subject to approval by TKO's Board of Directors (the "TKO Board") or such committee(s) or person(s) (including, without limitation, the Chief Executive Officer of TKO) to which the Board (or the applicable committee thereof) has delegated power and authority from time to time (the Board or such committee(s) or person(s), as applicable, the "Governing Body") ("Base Salary").

(b) Incentive Bonus: During the Term, Khan shall also be eligible to receive an annual bonus award ("Annual Bonus"), subject to the attainment of certain performance metrics, which may include the attainment of EBITDA-based targets and/or such other metrics as determined by the Governing Body, in its sole discretion. Effective as of the Effective Date, the target amount of Khan's Annual Bonus shall be 150% of the Base Salary (the "Target Annual Bonus"). For purposes of calculating the Annual Bonus for calendar year 2023, such Annual Bonus in respect of the period (i) beginning January 1, 2023 through one day before the Effective Date, shall be calculated based on a pro-rated Target Annual Bonus effective during such period (i.e., \$2,337,329) and in accordance with the provisions of Section 3(b) of the Existing Employment Agreement (as defined below) and (ii) beginning on the Effective Date through December 31, 2023 shall be calculated based on a pro-rated Target Annual Bonus effective during such period (i.e., \$328,767). The amount of any Annual Bonus will be determined based upon those factors indicated above by the Governing Body in its sole discretion. The Annual Bonus for any calendar year will be paid by March 15th of the subsequent calendar year. For the avoidance of doubt, except as otherwise provided in Section 4 herein, Khan will not be eligible for any Annual Bonus, and no Annual Bonus or prorated Annual Bonus will be awarded, earned or payable to the extent Khan is not employed and in good standing on the applicable bonus payment date.

(c) TKO Equity. Subject to approval by the Governing Body:

(i) Khan shall be entitled to receive an equity award which will consist of 153,676 restricted stock units (or similar awards) and shall vest in three equal installments on each of December 31, 2024, December 31, 2025 and December 31, 2026, subject to Khan's continued employment through the applicable vesting date (the "2023 Equity Award"). The 2023 Equity Award will be issued pursuant to an award agreement on the applicable form of TKO at the time of grant ("2023 Equity Award Agreement").

(ii) Khan shall be eligible to receive equity awards (the "Annual Equity Awards") in respect of each fiscal year commencing during the Term (for avoidance of doubt, beginning in respect of the 2024 fiscal year), with a target amount equal to \$5,000,000 for fiscal year 2024 and a target amount equal to \$7,500,000 for fiscal years 2025 and 2026. The size of the Annual Equity Awards for each fiscal year shall be determined in the sole good faith discretion of the Governing Body. Subject to approval

by the Governing Body, the Annual Equity Awards for each fiscal year are expected to be granted no later than March 31st of the year following such fiscal year at such time as TKO customarily makes annual grants to its and its subsidiaries' senior executives and consist of restricted stock units (or similar awards) that vest in three equal installments on each of the one-year, two-year and three-year anniversaries of the date of issuance, subject to Khan's continued employment through the grant date and vesting date (except as provided in Section 4 hereon), and will be issued pursuant to award agreements on applicable forms of TKO at the time of grant (the "Annual Equity Award Agreements").

(iii) For the avoidance of doubt, the 2023 Equity Award and Annual Equity Awards shall provide for the claw-back and recovery of amounts in respect of the 2023 Equity Award or Annual Equity Awards, respectively, (A) in accordance with any clawback policies of TKO in effect as of the Effective Date (as may be amended from time to time in good faith by the Governing Body), the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law, and/or any other written agreement between Khan and TKO or WWE, respectively, and (B) in the event of any breach of any non-competition, non-solicitation, non-disparagement or non-disclosure covenant or agreement contained in this Agreement including Exhibit B hereto, the 2023 Award Agreement or the Annual Equity Award Agreements. At all times, all other terms and conditions of Khan's eligibility for equity shall be governed by the TKO Group Holdings, Inc. 2023 Incentive Award Plan or any successor thereto (the "Plan").

(iv) Except as otherwise provided in the applicable award agreement and Section 4 herein, if Khan voluntarily terminates his employment with WWE for any reason, or his employment with WWE is terminated by WWE for any reason, then any unvested portion of the 2023 Equity Award, the Annual Equity Awards or any other equity awards issued by TKO shall be forfeited as of the last day of employment

(d) Other Benefits: During the Term, Khan will continue to be eligible for full company benefits provided to similarly-situated WWE employees. Currently, WWE benefits include (but are not limited to): medical, dental, life and disability. As of the Effective Date, Khan will continue to be automatically enrolled in WWE's 401k plan at 3%. Should Khan elect to opt out of the 401k auto-enrollment, please call Fidelity at 1-800-835-5097, after receipt of their confirmation letter. Subject to statutory limits, WWE currently matches to the 401k fifty percent (50%) of contributions up to six percent (6%) of salary. This match is subject to a one-year vesting and may be changed by WWE at any time within WWE's sole discretion. As with all other employee benefits, these benefits are subject to change or deletion at any time within WWE's discretion and without any particular advance notice. During the Term, when WWE's aircraft is not in use for business purposes, the aircraft may be used for the personal travel of Khan and members of his immediate family and their invited guests. For any personal use of the aircraft in accordance with this Section 3(d), Khan shall pay amounts which cover all incremental cost(s) that otherwise would result to WWE from such use. Khan shall be entitled to use of WWE's aircraft for business travel purposes. For the avoidance of doubt, the preceding three sentences apply solely to the extent WWE owns an aircraft for business use, and does not obligate WWE to own such an aircraft.

(e) Paid Time Off: Vacation and personal leave accrual and use shall be subject to WWE's policies as such policies may exist and/or be amended from time to time.

(f) Reimbursement of Expenses: During Khan's employment by WWE, Khan will be reimbursed in accordance with WWE's policy in effect from time to time for travel and other expenses reasonably incurred in the performance of Khan's duties and responsibilities hereunder (and to the extent not already provided in such policy, Khan shall be entitled to reimbursement for first class commercial air travel for business travel purposes); provided, that Khan provides WWE with proper and timely substantiation of such travel and other expenses.

SECTION 4. Termination; Payments Upon Termination of Employment. During the Term, WWE may terminate Khan's employment and the Term without Cause or for Cause at any time and Employee may terminate his employment and the Term due to a Key Man Event (as defined below) or for Good Reason (as defined below), in each case subject to the provisions in this Section 4 below concerning post-termination payments to Khan and/or reimbursements due from WWE. In the event of any termination of Khan's employment hereunder for any reason, unless otherwise directed by the Governing Body, Khan shall resign all positions held with TKO, WWE and any of their respective subsidiaries

(a) Termination of Employment Due to Resignation due to a Key Man Event For Cause, Death or Disability. If, prior to the end of the Term, Khan's employment is terminated by Khan due to a resignation due to a Key Man Event, by WWE for Cause (as defined below), due to Khan's death or due to Khan's Disability (as defined below), with the sole exception of any accrued but unpaid Base Salary and any vested benefits to which Khan may be entitled under any applicable plans and programs of WWE as of the termination date (the "Accrued Benefits"), no payments upon termination will be due Khan under this Agreement.

For purposes hereof, "Key Man Event" shall mean the occurrence of the first date on which Mark Shapiro is not employed by TKO as President or a position within TKO that is of the same or more senior stature for any reason, but only if Khan shall have provided WWE a written notice of resignation within ninety (90) days after the occurrence thereof, specifying that he is resigning upon a Key Man Event. If Khan has not provided such written notice of resignation within such ninety (90) day period, Khan will be deemed to have waived the right to terminate upon a Key Man Event.

(b) Termination of Employment Without Cause or For Good Reason. If, prior to the end of the Term, Khan's employment is terminated by WWE without Cause or by Khan for Good Reason, WWE will provide Khan with the following benefits (which, for the avoidance of doubt, shall be in lieu of, and not in addition to, any benefits provided under the WWE Severance Policy):

(i) the Accrued Benefits;

(ii) payment of an amount equal to the then-current Base Salary, commencing on the date of termination and ending at the end of the Term unless Khan's employment is terminated by WWE without Cause on or after July 1, 2026, in which

case such period shall end on December 31, 2027 (either such period, the "Severance Period" and the "Salary Severance");

(iii) an amount equal to the Target Annual Bonus for each calendar year during the Severance Period, prorated for any partial year (the "Bonus Severance" and together with the Salary Severance, the "Severance Payments");

(iv) accelerated vesting of (A) the 2023 Equity Award and (B) the Annual Equity Award for fiscal year 2024, in each case, that remains unvested as of the date of termination; provided that, to the extent such termination occurs prior to the grant of the Annual Equity Award for fiscal year 2024, Khan shall be entitled to receive a grant under the Plan of a number of shares of Class A common stock of TKO with a value equal to that of the Annual Equity Award for fiscal year 2024 (calculated based on the average closing stock price of the Class A common stock of TKO over twenty consecutive trading days through the date of termination) in lieu of the accelerated vesting described in subsection (B) above (or a cash payment of equivalent value (such cash payment, if any, the "Cash Acceleration Payment")) and (C) solely in the event Khan's employment is terminated by WWE without Cause on or after July 1, 2026, the Annual Equity Award for fiscal year 2025 that remains unvested as of the date of termination (collectively, the "Equity Award Acceleration"); and

(v) subject to Khan's timely election in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and continued eligibility, continued coverage for the period commencing on date of termination and ending on the twelve (12) month anniversary of such termination (or until Khan becomes eligible for comparable coverage under the medical health plans of a successor employer, if earlier) (the "COBRA Benefit Period") for Khan and any eligible dependents under WWE's group health insurance coverage in which Khan and any such dependents participated in immediately prior to the date such termination, to the extent permitted thereunder and subject to any active-employee cost-sharing or similar provisions in effect for Khan thereunder as of immediately prior to the date of Khan's termination of employment; provided that such coverage shall not be provided in the event WWE would be subject to any excise tax under Section 4980D of the Internal Revenue Code or other penalty or liability pursuant to the provisions of the Patient Protection and Affordable Care Act of 2010 (as amended from time to time) or to the extent not permitted by other applicable law, and in lieu of providing the coverage described above, WWE shall instead pay to Khan a monthly cash payment in an amount equal to the portion of the monthly COBRA premiums WWE would have paid during the COBRA Benefit Period, after taking into account any active employee cost-sharing or similar provisions in effect for Khan, with such monthly payment being made on the last day of each month of the remainder of the COBRA Benefit Period. The benefits or payments provided under this Section 4(b)(v) are herein referred to as "Continued Benefits".

(c) Such amounts in Section 4(b)(i) shall be paid in a lump sum within thirty (30) days after the date of Khan's termination of employment. The Bonus Severance shall be payable no earlier than January 1 and no later than March 15th of the year following the year

to which such Annual Bonus relates. In order to receive the Severance Payments, Equity Award Acceleration and Continued Benefits, Khan must first execute and deliver a release of claims, which shall contain, among other provisions, a full release and waiver of claims or potential claims against WWE and TKO as therein defined, a confidentiality and non-disparagement provision (including a provision requiring WWE to instruct persons who are executive officers of WWE or TKO at the time to not publicly make disparaging comments, subject to customary exceptions) and re-affirmation of all other post-employment obligations by Khan (the "Release"), that has become effective in accordance with its terms (including the expiration of any applicable revocation period contained therein or required by applicable law) within sixty (60) days after the date of termination of Employee's employment (such 60-day period, the "Release Period"). The Salary Severance shall be paid ratably in monthly installments over the Severance Period, with the first such installment to be paid no later than ten (10) days following the date on which the Release becomes effective and irrevocable (which installment shall include any installment of the Salary Severance that would have been paid to Khan prior to such date absent the requirement to execute the Release) and the Cash Acceleration Payment (if any) shall be paid in lump sum, no later than ten (10) days following the date on which the Release becomes effective and irrevocable; provided, that, if the Release Period spans two calendar years, then the first installment of the Salary Severance (which installment shall include any installment of the Salary Severance that would have been paid to Khan prior to such date absent this proviso) and the Cash Acceleration Payment (if any) will be paid on the first business day of the second calendar year if such date is later than the date on which such installment would otherwise have been paid pursuant to this Section 4(c) absent this proviso. Notwithstanding anything to the contrary, the Severance Payments and Cash Acceleration Payment (if any) shall immediately cease (and Khan shall forfeit the portion of the 2023 Equity Award or Annual Equity Award subject to the Equity Award Acceleration and any equity received in respect thereof (and refund any previously-paid Cash Acceleration Payment and all proceeds received in respect of such equity through sale thereof or otherwise)) in the event that Khan has materially breached any applicable restrictive covenants set forth in any agreement between Khan and TKO, WWE or any of their respective subsidiaries.

(d) Termination of Employment due to Employer Non-Renewal. Upon an Employer Non-Renewal, WWE will provide Khan with the following benefits (which, for the avoidance of doubt, shall be in lieu of, and not in addition to, any benefits provided under the WWE Severance Policy):

- (i) the Accrued Benefits;
- (ii) any unpaid Annual Bonus for fiscal year 2026 (the "Employer Non-Renewal Bonus Severance");
- (iii) payment of an amount equal to the then-current Base Salary, commencing on the date of termination and ending at the first anniversary of the date of termination (such period, the "Employer Non-Renewal Severance Period", and the "Employer Non-Renewal Salary Severance"); and
- (iv) accelerated vesting of the then-outstanding Annual Equity Awards for fiscal years 2024 and 2025, in each case, that remains unvested as of the date of

termination in the event the Employer terminates Employee's employment without Cause in connection with an Employer Non-Renewal (without regard for any potential accelerated vesting upon a Change in Control or otherwise) (the "Employer Non-Renewal Equity Award Acceleration").

(e) Such amounts in Section 4(d)(i) shall be paid in a lump sum within thirty (30) days after the date of Khan's termination of employment. Such amount in Section 4(d)(ii) shall be payable at such time as WWE customarily pays annual bonuses to its senior executives but in no event later than March 15th of the year following the year to which such Annual Bonus relates. In order to receive the amount in Section 4(d)(ii), Employer Non-Renewal Severance and Employer Non-Renewal Equity Award Acceleration, Khan must first execute and deliver the Release (including the expiration of any applicable revocation period contained therein or required by applicable law) within the Release Period. The Employer Non-Renewal Severance shall be paid ratably in monthly installments over the Employer Non-Renewal Severance Period, with the first such installment to be paid no later than ten (10) days following the date on which the Release becomes effective and irrevocable (which installment shall include any installment of the Employer Non-Renewal Severance that would have been paid to Khan prior to such date absent the requirement to execute the Release); provided, that, if the Release Period spans two calendar years, then the first installment of the Employer Non-Renewal Severance (which installment shall include any installment of the Employer Non-Renewal Severance that would have been paid to Khan prior to such date absent this proviso) will be paid on the first business day of the second calendar year if such date is later than the date on which such installment would otherwise have been paid pursuant to this Section 4(e) absent this proviso. Notwithstanding anything in this Agreement to the contrary, the payment of the amount in Section 4(d)(ii) and the Employer Non-Renewal Severance shall immediately cease (and Khan shall forfeit the portion of the Annual Equity Awards subject to the Employer Non-Renewal Equity Award Acceleration and any equity received in respect thereof (and refund all proceeds received in respect of such equity through sale thereof or otherwise)) in the event that Khan breaches any of the covenants set forth in any applicable restrictive covenants set forth in any agreement between Khan and TKO, WWE or any of their respective subsidiaries

(f) Definitions.

(i) "Cause" for purposes of this Agreement shall mean Khan's (i) conduct constituting embezzlement, fraud, or material misappropriation, whether or not related to Khan's employment with WWE; (ii) conduct constituting a felony, whether or not related to Khan's employment with WWE; (iii) conviction or indictment of a financial crime, material act of dishonesty or material unethical business conduct; (iv) material breach of any provision of Exhibit B hereto (to the extent enforceable under applicable law); (v) material breach of any other obligation under this Agreement; (vi) material violation of any of written policies of TKO, TKO OpCo or WWE or any of their respective subsidiaries that is detrimental to the best interests of TKO, TKO OpCo, WWE or any of their respective subsidiaries; (viii) use of alcohol or drugs that materially interferes with the performance of Khan's duties; or (ix) conduct that brings Khan or TKO, TKO OpCo and WWE or any of their respective subsidiaries into public disrepute, scandal, contempt or ridicule that shocks, insults or offends a substantial

portion or group of the community or reflects unfavorably on Khan or TKO TKO OpCo and WWE or any of their respective subsidiaries.

(ii) Notwithstanding the foregoing, termination by WWE for Cause shall not be effective until and unless Khan has been given written notice of particular acts or circumstances which are the basis for the termination for Cause, Khan is thereafter given thirty (30) days to cure (other than with respect to clauses (ii) or (iii) of the preceding sentence) the omission or conduct that is the basis of such claim if such omission or conduct is reasonably capable of being cured (it being understood that any inadvertent errors in expense reimbursement may be cured by repayment).

(iii) “Disability” for purposes of this Agreement shall be defined as Khan’s inability to perform the material responsibilities of his position with or without reasonable accommodation for a consecutive period of ninety (90) days in any one year period, or for a non-consecutive period of one hundred twenty (120) days in any one year period.

(iv) “Employer Non-Renewal” shall mean the occurrence of both of the following: (i) WWE’s failure to furnish a bona fide offer of employment prior to July 1, 2026, which provides for annual cash and equity compensation opportunities that are equal to or better, in the aggregate, to the annual cash compensation and annual equity compensation opportunities Khan received hereunder (excluding, for the avoidance of doubt, the 2023 Equity Award), and (ii) the termination of Khan’s employment by WWE without Cause or by Khan for any reason within the thirty (30) day period following the Term, provided that (a) at the time of such termination, events or circumstances that could constitute Cause (without regard for any cure periods) do not exist with respect to Khan, and Khan has continued to comply with all applicable restrictive covenants, and (b) solely in the event of such a termination by Khan, Khan provides written notice of any such termination to WWE within the five (5) day period following December 31, 2026 and continues to provide services to WWE in compliance with this Agreement through the thirtieth day following December 31, 2026 (or such earlier date as determined by WWE in its discretion). For the avoidance of doubt, in no event shall an Employer Non-Renewal be deemed to be a termination with or without Cause or with or without Good Reason for purposes of this Section 4.

(v) “Good Reason” for purposes of this Agreement shall mean any of the following that occur following the Effective Date, without Khan’s prior written consent: (A) a material reduction in Base Salary and/or Target Annual Bonus; (B) a material change of title, authority, duties or responsibilities, including, without limitation, ceasing to have the title and duties of President of WWE; (C) an adverse change in the reporting structure applicable to Khan (i.e., before the occurrence of a Key Man Event, a requirement that Khan is required to report to any person(s) other than Mark Shapiro, or following the occurrence of a Key Man Event, a requirement that Khan is required to report to any position(s) other than TKO’s President or CEO); (D) a material breach by WWE or the successor of the terms and conditions of this Agreement; (E) any requirement that Khan primarily provide services hereunder at a location outside of the Los Angeles, California metropolitan area (other than required

business travel) or (F) the failure to obtain an agreement from any successor to assume and agree to perform all equity and other compensatory agreements set forth in this Agreement in the same manner and to the same extent as would be the case if no change had occurred (unless such assumption occurs by operation of law). Notwithstanding the foregoing, in the event Khan asserts that one of the foregoing reasons exists for potential termination of employment, Khan shall first provide WWE written notice specifying the nature of the reason within sixty (60) days after the initial existence of such reason and WWE will have at least thirty (30) days to cure or remedy the situation. If the event or situation constituting Good Reason has not been cured or remedied by WWE prior to the 30th day following receipt of notice from Khan and Khan has not terminated employment within ninety (90) days after the initial occurrence of such Good Reason situation or event, Khan will be deemed to have waived the right to terminate on the basis of Good Reason with respect to the situation or event giving rise to Good Reason. For the avoidance of doubt, no event or circumstance (x) arising on or prior to the Effective Date or (y) related to Endeavor Group Holdings, Endeavor Operating Company, LLC or any of their respective subsidiaries (excluding TKO, WWE and their respective subsidiaries) shall constitute, in part or whole, a basis for Good Reason hereunder.

SECTION 5. Conditions of Employment.

(a) Further, Khan's continued employment shall be conditioned on: (i) Khan's execution of this Agreement without modification; (ii) to the extent consistent with applicable law, continued compliance with the Non-Disclosure, Non-Competition and Non-Solicitation Agreement attached hereto as Exhibit B; and (iii) continued compliance with WWE's Intellectual Property Release & Waiver, Conflict of Interest and Code of Conduct, Email Acceptable Use Guidelines, Equal Opportunity and Non-Harassment Policy, Employee Handbook Policy, Policy Prohibiting Insider Trading, Social Media Policy, and Fitness Center Waiver of Liability agreements, in each case, previously executed by him

(b) WWE hereby notifies Khan pursuant to federal law that: (1) an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(c) The portions of any current or future WWE Severance Policy relating to the amount of severance payments shall not apply to this Agreement, and Khan acknowledges that any post-termination payments due to him are only those payments specifically provided for under this Agreement.

SECTION 6. General Provisions.

(a) Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of the State of California. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(b) Complete Agreement. This Agreement, together with the attachments and documents referenced herein, supersede any prior correspondence or documents evidencing negotiations between the parties, whether written or oral, and any and all understandings, agreements or representations by or among the parties, whether written or oral, that may have related in any way to the subject matter of this Agreement, including that certain Second Amended and Restated Employment Agreement dated October 19, 2022, as amended on March 29, 2023 by and between WWE and Khan (the "Existing Employment Agreement"), as it relates to Khan's employment with WWE from and after the Effective Date

(c) Indemnification and Attorneys' Fees. During the Term and thereafter, WWE shall indemnify, hold harmless and defend Khan to the fullest extent permitted by applicable law and WWE's articles of incorporation, by-laws and other governing documents in effect from time to time from all damages, claims, losses, and costs and expenses (including reasonable attorney's fees) arising out of, in connection with, or relating to any action, suit or proceeding, to which Khan is made a party or threatened to be made a party by reason of the fact that Khan is an officer or employee of WWE during his employment with WWE other than by or in the right of WWE (a "Proceeding"), unless such damage, claim, loss, cost or expense (x) arose as a result of any act or omission performed or omitted by Khan that was not in good faith on behalf of WWE, TKO, TKO OpCo or any of their respective subsidiaries or the willful commission by Khan of any act that is dishonest and materially injurious to WWE, TKO, TKO OpCo or any of their respective subsidiaries or (y) resulted from a breach by Khan of any of Specified Covenant (as defined below). WWE shall have the right to assume the defense, counter-claim and/or settlement negotiation of any Proceeding and shall be permitted to select counsel for any such Proceeding in its sole discretion. WWE and Khan shall cooperate in good faith in the defense, counter-claim and/or settlement of any Proceeding, with WWE retaining final decision-making authority. For purposes of this section, "Specified Covenant" means Khan's covenants and agreements contained herein and any other restrictive covenants then applicable to Khan pursuant to any written agreement between Khan and TKO or an affiliate thereof. WWE shall further promptly reimburse Khan for reasonable, documented attorney's fees incurred for (i) enforcing this Agreement, but solely if Khan is the prevailing party as to all claims made by him pursuant to a final judicial determination, and (ii) up to a maximum of \$50,000 in negotiating and drafting this Agreement. WWE shall use its

commercially reasonable efforts to continue to maintain an insurance policy covering the officers of WWE against claims and/or lawsuits, and shall cause Khan to be covered under such policy upon the same terms and conditions as other similarly situated officers.

(d) Successors and Assigns. WWE's rights under this Agreement may, without Khan's consent, be assigned by WWE, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of WWE. WWE will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business or assets of WWE expressly to assume and to agree to perform this Agreement in the same manner and to the same extent that WWE would be required to perform it if no such succession had taken place. Khan may not assign any of his rights and/or obligations under this Agreement without the prior written consent of WWE, and any such attempted assignment by Khan without the prior written consent of WWE will be void.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with and subject to, the laws of the State of California without regard to its conflicts of law rules.

(f) Jurisdiction and Venue.

(i) Khan irrevocably and unconditionally submits, for himself and his property, to the exclusive jurisdiction of the U.S. District Court for the Central District of California and the State Courts of California for any action or proceeding arising out of or relating to this Agreement.

(ii) The parties agree that the mailing by certified or registered mail, return receipt requested to both: (A) the other party; and (B) counsel for the other party, of any notice required under this Agreement, or of any process required by any such court, shall constitute valid and lawful notice or service of process against them, as applicable, without the necessity for service by any other means provided by law. Notwithstanding the foregoing, if and to the extent a court holds such means to be unenforceable, each of the parties' respective counsel shall be deemed to have been designated agent for service of process on behalf of its respective client, and any service upon such respective counsel effected in a manner which is permitted by applicable law shall constitute valid and lawful service of process against the applicable party.

(g) Taxes; Section 409A Compliance. All payments under this Agreement or under any other WWE arrangement will be subject to applicable taxes and withholdings. The intent of the parties is that payments and benefits under this Agreement comply with or be exempt from Code Section 409A and, accordingly, to the maximum extent permitted this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. In no event whatsoever shall WWE be liable for any additional tax, interest or penalty that may be imposed on Khan by Code Section 409A or damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of nonqualified deferred compensation subject to

Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" (as that term is defined in Treasury Regulation Section 1.409A-1(h)) from WWE and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with WWE under Treasury Regulation Section 1.409A-1(h)(3), and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding any other payment schedule provided herein to the contrary, if Khan is identified on the date of his separation from service as a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B)(i), then the following shall apply: (i) with regard to any payment that is considered nonqualified deferred compensation subject to Code Section 409A, as determined by WWE in its sole discretion, and payable on account of a "separation from service," such payment shall be made on the date which is the earlier of: (A) the expiration of the six (6)-month period measured from the date of Khan's "separation from service"; and (B) the date of his death (the "Delay Period") to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 6(f) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to Khan in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. For purposes of Code Section 409A, Khan's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(h) Excess Parachute Payments.

(i) Notwithstanding anything in this Agreement to the contrary, and subject to the application of clause (ii) below, if any of the payments or benefits provided or to be provided by WWE, TKO or any of their respective affiliates to Khan or for Khan's benefit pursuant to the terms of this Agreement or otherwise (Covered Payments) are determined to constitute "excess parachute payments" within the meaning of Section 280G of the Code and would, but for this clause (i) be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then the Covered Payments shall be reduced (but not below zero) to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax.

(ii) The cutback to the Covered Payments contemplated pursuant to clause (i) shall only be applied if such reduction will result in, after taking into account all applicable taxes, including any federal, state and local taxes and the Excise Tax, a greater net after-tax benefit to Khan than the net after-tax benefit to Khan of payment of all Covered Payments computed without regard to any such reduction.

(iii) All determinations required to be made under clauses (i) and (ii), including whether a payment would result in an "excess parachute payment" and the assumptions utilized in arriving at such determination, shall be made by a nationally recognized accounting firm (or other reputable third party advisor) selected by WWE and such determinations shall be final, binding and conclusive on Khan.

(i) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of Khan and a duly authorized representative of WWE, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

(j) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

/s/ Nick Khan
Nick Khan

WORLD WRESTLING ENTERTAINMENT, LLC

By: /s/ Seth Krauss

Name: Seth Krauss
Title: Chief Legal Officer, TKO

[Signature Page to Employment Agreement]

EXHIBIT A

WWE, LLC SEVERANCE POLICY

EXHIBIT B

NON-DISCLOSURE, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

NON-DISCLOSURE, NON-COMPETITION and NON-SOLICITATION AGREEMENT ("Agreement")

In further consideration of World Wrestling Entertainment, Inc.'s ("WWE" or the "Company") employment and continuing employment of Nick Khan ("Employee"), and for other good and valuable consideration, receipt of which is hereby acknowledged by the Employee, Employee further acknowledges and agrees as follows:

Access to Confidential Information: Employee understands and acknowledges that, in his position of President and Chief Revenue Officer of WWE, and/or in any future position, the Company will furnish, disclose, or make available to him Confidential Information (as defined below) related to the business of the Company, which includes unique and specialized information. Employee further acknowledges that such Confidential Information has been developed and will continue to be developed by the Company through the expenditure by the Company of substantial time, effort and money and that all such Confidential Information could be used by Employee to compete with the Company. Employee also acknowledges that if he becomes employed or affiliated with any competitor of WWE and acts or intends to act in violation of his obligations in this Agreement, there shall be a rebuttable presumption that it is inevitable that he would disclose the Confidential Information to such competitor and would use such Confidential Information, knowingly or unknowingly, on behalf of such competitor. Further, while Employee is employed by the Company, he will be introduced to individuals and entities with important relationships to the Company. Employee acknowledges that any and all "goodwill" created through such introductions belongs exclusively to WWE, including, without limitation, any goodwill created as a result of direct or indirect contacts or relationships between Employee and any contractors, vendors, suppliers or any other business relationships of WWE.

Definition of Confidential Information: For purposes of this Agreement, "Confidential Information" includes, without limitation, WWE's client/vendor/talent lists, its trade secrets, story lines, plot plans, scripts, any confidential, private, personal or privileged information about (or provided by) any of WWE's officers, directors, employees, contractors, principals, agents, representatives, or assigns ("WWE Parties"), WWE talent or independent contractors, WWE clients or prospective or former clients, information concerning any of WWE's or the WWE Parties' business or financial affairs, including its/their books and records, commitments, procedures, plans and prospects, products developed by WWE or current or prospective transactions or business of WWE, marketing plans or strategies, and any "inside information".

Non-Disclosure of Confidential Information: Employee acknowledges and agrees that he shall not, during his employment (except with pre-authorized Company executives on a strict "need to know basis"), or at any time after his termination from employment, whether voluntary or involuntary, directly or indirectly, disclose, divulge, or discuss with any individual, entity, company, association, or any other third party, the Confidential Information, or make use of Confidential Information in any manner inconsistent with the best interests of the Company while employed, or in any manner whatsoever after the termination of his employment. Notwithstanding the provisions of this section, Employee may disclose Confidential Information: (a) as compelled by law, judicial process, or any governmental agency of competent jurisdiction, in which event Employee shall provide the Company within one (1) business day a copy of such request and shall not, unless prohibited by law, disclose or provide any Confidential Information prior to providing such notice to the Company, and shall thereafter cooperate with the Company in complying therewith; (b) where the information is publicly available, unless it has become publicly available by Employee in breach of this Agreement; and (c) where necessary in the ordinary course of business internally within the Company or otherwise as authorized by the Company in advance of such disclosure.

Return of Confidential Information: Employee shall not retain copies of any Confidential Information or documents containing Confidential Information without consent of the Company at any time. Further, upon termination of his employment, whether voluntary or involuntary, Employee shall return all Confidential Information including, without limitation, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same. Nothing herein contained shall prevent Employee from retaining copies of documents reflecting his personal data, including copies of this Agreement, his employment agreement to which this Agreement is attached ("Employment Agreement"), or other agreements between him and the Company, his compensation, and/or benefits conferred during his employment.

Non-Competition/Non-Solicitation: Employee recognizes and acknowledges the competitive and proprietary aspects of the business of the Company, as well as the significant expenditure of time and money in creating, developing and marketing its intellectual property and/or products. Employee further recognizes and acknowledges the significant expenditure of time and money in developing and securing the Company's business relationships and good will in the markets in which the Company participates.

Employee therefore agrees that, during his employment and for twenty-four (24) months following the termination of his employment, whether voluntary or involuntary, he shall not, for any reason whatsoever in the absence of the Company's prior written consent:

- (A) Whether individually, as a director, manager, member, stockholder, partner, owner, employee, consultant or agent of any business, or in any other capacity, other than on behalf of the Company or a subsidiary, organize, establish, own, operate, manage, control, engage in, participate in, invest in, permit his name to be used by, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or business organization), or otherwise assist any person or entity that engages in or owns, invests in, operates, manages or controls any venture or enterprise which engages or proposes to engage in any business conducted by the Company. For purposes of this Agreement, "business conducted by the Company" shall be defined as an organization, entity, or individual engaged in the entertainment industry, whether related to professional wrestling, sports entertainment or otherwise;
 - (B) Either individually or on behalf of or through any third party, directly or indirectly, solicit, divert or appropriate or attempt to solicit, divert or appropriate, any business or relationships, or prospective business or prospective relationships of the Company, for the purpose of competing in any business which is competitive with the business conducted by the Company as defined above. "Prospective business" or a "prospective relationship" shall mean a person, firm or entity for which the Company has developed, or to whom/which the Company has made, any presentation or "pitch" (or similar offering of services) during the twelve (12) months prior to Employee's effective termination date (and Employee shall be obligated to request from the Company the list of such prospective customers upon his termination for any reason); or
 - (C) Either individually or on behalf of or through any third party, directly or indirectly, (i) solicit, entice or persuade or attempt to solicit, entice or persuade any employees or contractors (including WWE talent) of or consultants to the Company to leave the employ or service of the Company for any reason; or (ii) employ, cause to be employed, or solicit the employment of, any employee or contractor (including WWE talent) of or consultant to the Company while any such person is employed by or providing services to the Company; and/or
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- (D) Either individually or on behalf of or through any third party, directly or indirectly, interfere with, or attempt to interfere with, the relations between the Company and any vendor or supplier to the Company. Nothing set forth in this subsection (D) is intended to nor shall it prevent or prohibit Employee or his future employer from doing business with any vendor or supplier to the Company, on the condition that such activity does not violate any other term of this Agreement or the Employment Agreement.

Reasonableness of Restrictions: Employee further recognizes and acknowledges that: (a) the prohibitions of this Agreement are sufficiently narrow and reasonable in relation to the skills which represent his principal saleable asset both to the Company and to prospective employers; and; (b) the time period of the provisions of this Agreement is reasonable, legitimate and fair to Employee in light of the Company's need to protect its business and good will, to market its services and intellectual property in the applicable markets, and in order to have a sufficient customer base to make the Company's business profitable, and taking into account the limited restrictions herein compared to the types of employment for which Employee is qualified to earn a livelihood.

Survival of Acknowledgements and Agreements: Employee understands and agrees that the acknowledgements and agreements set forth in this Agreement will survive the termination of his employment with the Company for any reason or for no reason, whether voluntary or involuntary.

Disclosure to Future Employers: Employee agrees that he will provide, and the Company, in its discretion, may similarly provide, a copy of this Agreement to any business or enterprise which Employee may, directly or indirectly, own, manage, operate, finance, join, control or in which Employee may participate in the ownership, management, operation, financing, or control, or with which Employee may be connected as an officer, director, employee, partner, principal, agent, representative, contractor, consultant or otherwise.

Miscellaneous Representations by Employee: Employee hereby represents and warrants to the Company that he understands this Agreement, that he has entered into this Agreement voluntarily and that his employment with the Company and the terms of this Agreement will not conflict with any legal duty owed by him to any other party, or with any agreement to which he is a party or by which he is bound, including, without limitation, any non-disclosure, non-competition or non-solicitation provision contained in any such agreement. Employee hereby indemnifies and holds harmless the Company and its officers, directors, security holders, partners, members, employees, contractors, agents and representatives against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.

Assignment: The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Employee is principally involved or to any Company affiliate, on the condition that such successor or purchaser assumes any and all of Company's obligations hereunder. Employee may not assign any of his rights and/or obligations under this Agreement without the prior written consent of the Company and any such attempted assignment by him without the prior written consent of the Company will be void.

Benefit: All statements, representations, warranties, covenants and agreements in this Agreement will be binding on the parties hereto and will inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement will be construed to create any rights or obligations except between the Company and Employee, except for Employee's obligations to the Company as set forth herein and in the Employment Agreement, and no person or entity can be regarded as a third-party beneficiary of this Agreement.

Governing Law: This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.

Severability: The parties intend this Agreement to be enforced as written. However: (a) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (b) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, or the scope, or other aspect of such provision, the court making such determination will have the power to reduce the duration, scope, or other aspect of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form, such provision will then be enforceable and will be enforced.

Injunctive Relief: Employee hereby expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, in addition to any other remedy or damages that may be available to the Company pursuant to applicable law and/or in the Employment Agreement, the Company will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, as well as for reimbursement for its costs and reasonable attorney's fees incurred. The period during which the covenants contained in this Agreement will apply will be extended by any periods during which Employee has been found by a court to have been in violation of such covenants.

Amendment: The provisions of this Agreement may be amended and waived only with the prior written consent of Employee and a duly authorized representative of the Company.

No Waiver of Rights, Powers and Remedies: No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

Employment at Will: Nothing contained in this Agreement shall, or be construed to, alter Employee's status as an employee at will with the Company as set forth in the accompanying Employment Agreement. Nothing further herein contained shall be construed as inconsistent with any other terms of such Employment Agreement; however, in the event it is determined that there is any such inconsistency with other terms of the Employment Agreement, the terms of this Agreement shall prevail with respect to that provision.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Opportunity to Review. Employee hereby acknowledges that he has had adequate opportunity to review these terms and conditions and to reflect upon and consider the terms and conditions of this Agreement, and that he has had the opportunity to consult with counsel of his own choosing regarding such terms. Employee further acknowledges that he fully understands the terms of and has voluntarily executed this Agreement.

ACCEPTED AND APPROVED:

NICK KHAN (EMPLOYEE)

/s/ NICK KHAN

Date: March 30, 2022

Certain identified information denoted with [***] has been excluded from the exhibit because such information both (i) is not material and (ii) is the type that the registrant treats as private or confidential.

INDEPENDENT CONTRACTOR SERVICES AND MERCHANDISING AGREEMENT

This Independent Contractor Services and Merchandising Agreement ("Agreement") made effective as of January 22, 2024 ("Effective Date"), is by and among: (i) **WORLD WRESTLING ENTERTAINMENT, LLC**, f/k/a World Wrestling Entertainment, Inc., a Delaware limited liability company with its principal place of business at 707 Washington Blvd., Stamford, Connecticut 06901 ("WWE"); (ii) **7 BUCKS ENTERTAINMENT, INC.** ("Lender") for the services of Dwayne Johnson, an individual ("Talent"); (iii) **DJIP, LLC** ("DJIP"); and (iv) **TAG-TEAM ENTERPRISES, INC.** ("Tag Team" and, together with Lender and DJIP, the "DJ Parties") (WWE and each of the DJ Parties are hereinafter referred to individually as a "party" and collectively as the "parties").

WHEREAS, WWE is engaged in the business of organizing, publicizing, arranging, staging and conducting professional wrestling exhibitions and other events, engagements, appearances, filmings, photography shoots, and other business and charitable events relating to professional wrestling, and sports entertainment in the professional wrestling industry, throughout the world and representing talent in the promotion and exploitation of a talent's name, likeness, personality and character in connection with its professional wrestling business (the "Business");

WHEREAS, Talent previously performed services as a performing artist and professional wrestler for World Wrestling Federation Entertainment, Inc., a Delaware corporation (predecessor-in-interest to WWE) ("WWFE") pursuant to certain Talent Booking Contracts by and between Talent and WWFE, dated as of April 17, 1996, January 2, 1997, August 30, 1998, and March 29, 2000 (as supplemented and amended, whether orally or in writing the "Booking Contracts"), and that certain Loan Out Agreement, by and between Tag Team and WWFE, dated as of January 1, 2000;

WHEREAS, concurrently with the execution of this Agreement, the DJ Parties, on the one hand, and WWE and its parent, TKO Group Holdings, Inc. ("TKO"), on the other hand, are entering into that certain IP Assignment Agreement in the form attached hereto as Exhibit A (the "IP Assignment Agreement"), pursuant to which WWE and TKO are assigning Intellectual Property Rights created, produced, developed or otherwise used in connection with the services provided by Talent under the Booking Contracts to DJIP;

WHEREAS, WWE desires to engage Talent to perform certain services in connection with the Business and license certain Intellectual Property Rights to WWE in connection with the performance of such services; and

WHEREAS, WWE and the DJ Parties desire to enter into this Agreement to set forth the terms and conditions of Talent's performance of the Services and the license of such Intellectual Property Rights.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Services:

(a) Subject to Section 4(e) below and the other terms and conditions of this Agreement, during the period commencing on the Effective Date and continuing for four (4) consecutive years (unless terminated earlier in accordance with the terms of this Agreement) (the "Services Period"), WWE engages Lender (and Lender accepts such engagement) as an independent contractor, to cause Talent to (i) provide

the services described and identified in Schedule A attached hereto (the "Services") and incorporated herein by this reference and (ii) execute the Inducement attached hereto as Exhibit B and incorporated herein by this reference (the "Inducement"). The manner, dates, times, duration and locations of all Services shall be subject to Lender's prior approval in writing (including via email and other electronic means), provided that Lender and Talent shall use their reasonable good faith efforts to accommodate WWE's requested scheduling of the Services, subject to Talent's prior commitments and availability.

(b) To the extent Lender desires to utilize any third party service providers in connection with developing concepts, scripts, storylines, texts, themes, taglines or slogans or otherwise in connection with Talent's performance of the Services, Lender may engage third party service providers with WWE's prior written approval ("Lender Contractors"). If and to the extent such Lender Contractors are first approved in writing by WWE (which approval shall not be unreasonably withheld, conditioned or delayed), WWE shall reimburse Lender for the documented, out-of-pocket costs and expenses incurred by Lender in connection with the engagement of such Lender Contractor. WWE hereby consents to Lender's engagement of [***], who shall be deemed an approved Lender Contractor for purposes of this Agreement; provided that, notwithstanding anything to the contrary in this Section 1(b), WWE shall reimburse Lender for [***]'s reasonable travel costs and expenses in connection with Talent's services hereunder, and any additional costs for [***]'s services shall be mutually agreed by the parties.

2. **Exclusivity:** See Schedule B attached hereto and incorporated herein by reference.

3. **Term:** The term of this Agreement shall commence as of the Effective Date and continue for ten (10) consecutive years (the "Term"); provided, that the Services Period shall commence on the Effective Date and continue for four (4) consecutive years (unless terminated earlier in accordance with the terms of this Agreement).

4. **Grant of Rights:**

(a) **Footage:** Subject to the terms and conditions of this Agreement, Lender hereby grants to WWE the right during the Services Period to video tape, film, photograph, or otherwise record, or to authorize others to do so, by any media now known or hereinafter discovered, Talent's public performances and public commentary in connection with Talent's performance of the Services (such recordings by tape, disc, photograph, film, or otherwise are collectively referred to herein as the "Footage"). Subject to the terms and conditions of this Agreement, including Sections 4(e) and 4(f), WWE shall have the right to produce, reproduce, reissue, edit, license, manufacture, record, perform, exhibit, broadcast, create derivative works, or otherwise disseminate the Footage (in whole or in part), in perpetuity by any form of media, now or hereafter devised (including without limitation, free, cable, pay cable, closed circuit and pay-per-view television, the internet, on a live or delayed/video on demand and subscription video on demand).

(b) **Talent's Name and Likeness Rights:** Subject to the terms and conditions of this Agreement, including Sections 4(e) and 4(f), Lender hereby grants to WWE: (i) a worldwide, perpetual non-assignable, sublicensable (pursuant to the provisions set forth below in Section 4(g)), license and right to use Talent's Name and Likeness in connection with the reproduction and dissemination of Footage in accordance with Section 4(a) above in any and all media now known or hereafter devised, (ii) a worldwide, non-assignable, non-transferrable license and right to use approved aspects of Talent's Name and Likeness in and in connection with the manufacture, promotion, marketing, advertising and sale of the Licensed Products during the License Period applicable to such Licensed Products and (iii) a worldwide, non-assignable, non-transferrable license and right to use approved aspects of Talent's Name and Likeness during the Services Period in connection with the promotion, marketing and advertising of the Business in any and all media now known or hereafter devised.

(c) Talent Work Product: Subject to the terms and conditions of this Agreement, including Sections 4(e) and 4(f), and WWE's payment of all Royalties pursuant to Section 6(b), Lender hereby grants WWE a worldwide, non-assignable, sublicensable (pursuant to the provisions set forth below in Section 4(g)), license during the applicable License Period to use, reproduce, adapt and display the Talent Work Product on or in connection with the Licensed Products, and to manufacture, market, distribute and sell the Licensed Products, in each case solely in connection with the Business. If and to the extent any Talent Work Product is captured in the Footage, Lender hereby grants to WWE the perpetual right to use, reproduce, adapt and display such Talent Work Product in connection with the reproduction and dissemination of the Footage in accordance with Section 4(a) above.

(d) Pre-Existing Talent Intellectual Property: Subject to the terms and conditions of this Agreement, including Sections 4(e) and 4(f), (i) if and to the extent any Pre-Existing Talent Intellectual Property is captured in the Footage, DJIP and Lender hereby grant to WWE the perpetual right to use, reproduce, adapt and display such Pre-Existing Talent Intellectual Property solely in connection with the reproduction and dissemination of the Footage in accordance with Section 4(a) above and (ii) DJIP and Lender hereby grant to WWE a worldwide, non-assignable, non-transferrable, sublicensable (pursuant to the provisions set forth below in Section 4(g)), license and right during the applicable License Period to use approved aspects of Pre-Existing Talent Intellectual Property on or in connection with the Licensed Products, and to manufacture, market, distribute and sell the Licensed Products, in each case solely in connection with the Business.

(e) Approval Rights: See Schedule C attached hereto and incorporated herein by reference.

(f) Use Rights. Notwithstanding anything to the contrary in this Agreement, including the rights granted Sections 4(a) - (d) above, neither WWE nor any of its sublicensees shall use the Footage, Talent's Name and Likeness or the Talent Intellectual Property in connection with (i) retailer coops, retailer tie-ins or in connection with the promotion of any third party product, (ii) spam, "pop-ups", "pop-unders", banner ads or takeovers, (iii) tabloid or pornographic/adult publications or sites, (iv) political advertisement, (v) alcohol, marijuana or tobacco products or advertisement, (vi) medical, drug or hygiene products requiring the approval of the U.S. Federal Drug Administration prior to sale or advertisement for such products, or (vii) any product other than a Licensed Product unless, solely in the case of (vii), WWE or its sublicensees first obtains the written approval of Talent in each instance.

(g) Sublicensing. During the applicable License Period, WWE may sublicense the rights licensed pursuant to Sections 4(a) - (d) above; provided that, (a) WWE shall make all sublicensees aware of the relevant terms and conditions of this Agreement and agree to comply with and be bound by such terms, (b) WWE shall ensure that all sublicensees comply in all respects with, and guarantees the compliance of any such sublicensee with, the relevant terms and conditions of this Agreement, (c) any further sublicensing, or any assignment, transfer, exchange, pledge, hypothecation, or other disposition, or encumbrance, whether direct or indirect, in whole or in part, by operation of law or otherwise, of any of the rights granted to any sublicensee under any such sublicense shall be expressly prohibited under the terms of such sublicense, (d) WWE shall be fully liable in all respects, Lender, Talent and any third party or parties, for such sublicensees' compliance or non-compliance with the relevant terms and conditions of this Agreement and (e) WWE shall cure any breach of this Agreement by any of WWE's sublicensees and, if any breach is not promptly cured, WWE shall take all steps necessary to promptly cure such breach, including, without limitation, terminating such sublicense's rights to use the Talent's Name and Likeness and the Talent Intellectual Property. Notwithstanding anything to the contrary herein, WWE acknowledges and agrees that it will not enter into any sublicense of Talent's Name and Likeness or Talent Intellectual Property with respect to Licensed Products with a term that terminates following the expiration of the License Period and Sell Off Period (provided that such sublicense may not have a sell off period that extends beyond the expiration of the Sell Off Period hereunder, unless otherwise pre-approved in writing by DJIP)

applicable to such Talent's Name and Likeness or Talent Intellectual Property, without the prior written approval of DJIP (any such approved sublicense, an "Approved Long Term License").

(h) Sell Off Period:

(i) Upon the expiration of the applicable License Period, WWE shall have the right to complete the manufacturing Licensed Products that were in the process of being manufactured in the ordinary course of business at the time of such expiration, market and sell (but not to continue to develop new Licensed Products), any Licensed Products containing Licensed IP in inventory, on hand, manufactured, in the process of being manufactured, and already approved by Talent in accordance with Section 4(e) for a period of one hundred eighty (180) days immediately following such expiration or termination ("Sell Off Period"); provided, that, subject in each case to WWE's payment of all Royalties pursuant to Section 6(b); provided, that, in connection with any Approved Long Term License, WWE and the applicable sublicensee shall be permitted to continue to manufacture, sell and distribute such Licensed Products until the expiration of the approved term of such Approved Long Term License. To the extent WWE has control, WWE agrees to refrain from Dumping any Licensed Products during the Sell Off Period. Promptly following the expiration of the Sell Off Period, WWE shall, as directed by Talent, return or destroy, or cause to be returned or destroyed, any and all remaining Licensed Products that display or otherwise include Talent's Name and Likeness or the Talent Intellectual Property except that WWE shall be able to keep limited samples of such Licensed Products for historic purposes only. For the avoidance of doubt, such items not to be sold. In complying with the foregoing requirement, WWE shall provide a statement to Lender signed by an officer of WWE certifying such return or destruction.

(ii) For the avoidance of doubt, in the event this Agreement is terminated by WWE pursuant to Sections 7(a)(i) or 7(a)(ii), or pursuant to Section 7(b)(iv), but only in the event of a Change of Control to a Qualified Assignee or Section 7(b)(v), all rights of WWE to manufacture, market and sell any Licensed Products pursuant to this Agreement shall continue for the duration of the applicable License Period. For the avoidance of doubt, in the event this Agreement is terminated by WWE pursuant to Section 7(a)(iii) or by Lender pursuant to Section 7(b)(i), 7(b)(ii), 7(b)(iii), or 7(b)(vi), or in the event of a Change of Control other than to a Qualified Assignee WWE shall have no right to use Talent's Name and Likeness or the Talent Intellectual Property pursuant to this Agreement, except (A) for any perpetual rights that are granted to WWE in Sections 4(a)-(d) and (B) WWE shall have the right to continue to manufacture, market and sell, any Licensed Products containing Licensed IP in inventory, on hand, manufactured, in the process of being manufactured, and already approved by Talent in accordance with Section 4(e) for the Sell Off Period provided, that, in the event of a termination of this Agreement pursuant to Section 7(a)(iii) or Section 7(b)(i), 7(b)(ii), 7(b)(iii), 7(b)(iv), or 7(b)(vi), if and to the extent that any Licensed Products are manufactured, sold or distributed by any third party pursuant to a sublicense agreement between WWE and such third party entered into prior to such termination, such third party sublicensee shall be permitted to continue to manufacture, sell and distribute such Licensed Products until the earlier of (i) the termination or expiration of the applicable sublicense agreement and (ii) the expiration of the License Period applicable to such Licensed Product, subject in each case to WWE's payment of all Royalties pursuant to Section 6(b); provided, that, in connection with any Approved Long Term License, WWE and the applicable sublicensee shall be permitted to continue to manufacture, sell and distribute such Licensed Products until the expiration of the approved term of such Approved Long Term License. To the extent WWE has control over the sale or distribution of already manufactured Licensed Products, WWE agrees to refrain from Dumping any Licensed Products during the Sell Off Period or otherwise. Promptly following the termination of this Agreement by WWE pursuant to Section 7(a)(iii) or by Lender pursuant to Section 7(b)(i), 7(b)(ii), 7(b)(iii), 7(b)(iv), or 7(b)(vi), WWE shall, as directed by Talent, return or destroy, or cause to be returned or destroyed, any and

all remaining Licensed Products that display or otherwise include Talent's Name and Likeness or the Talent Intellectual Property except that WWE shall be able to keep limited samples of such Licensed Products for historic purposes only. For the avoidance of doubt, such items not to be sold. In complying with the foregoing requirement, WWE shall provide a statement to the DJ Parties signed by an officer of WWE certifying such return or destruction. Except as set forth in the preceding sentences, following any such termination by WWE pursuant to Section 7(a)(iii) or Lender pursuant to Section 7(b)(i), 7(b)(ii), 7(b)(iii), 7(b)(iv), or 7(b)(vi) (as applicable), WWE shall have no right to use and shall immediately cease all usages of Talent's Name and Likeness or the Talent Intellectual Property pursuant to this Agreement (e.g., remove Talent's Name and Likeness or the Talent Intellectual Property from WWE's social media accounts, and where possible, from marketing and advertising materials, etc.) and (y) shall destroy any inventory or packaging incorporating Talent's Name and Likeness or the Talent Intellectual Property remaining in the WWE's possession, as directed by Talent. In complying with the foregoing requirement, WWE shall provide a statement to Lender signed by an officer of WWE certifying such destruction or return.

(i) Quality Control. WWE's use of the Licensed IP and Pre-Existing Talent Intellectual Property shall comply at all times with any written branding guidelines or other reasonable written instructions provided by the DJ Parties or Talent. WWE shall not use, reproduce, adapt or display any Licensed IP or Pre-Existing Talent Intellectual Property in any manner whatsoever other than as expressly authorized by this Agreement. WWE shall not challenge: (i) the validity or enforceability of the Licensed IP or Pre-Existing Talent Intellectual Property; (ii) the DJ Parties' or Talent's ownership of the Licensed IP or the Pre-Existing Talent Intellectual Property; or (iii) any application for registration relating to the Licensed IP or the Pre-Existing Talent Intellectual Property, or any Trademark registration in connection therewith. WWE shall not adopt, use or register any words, phrases or symbols which are identical to the Licensed IP, the Pre-Existing Talent Intellectual Property. WWE shall not register or seek to have registered the Licensed IP, the Pre-Existing Talent Intellectual Property in any jurisdiction worldwide. As among the DJ Parties, Talent and WWE, the DJ Parties or Talent shall be solely responsible for, and may exercise its sole discretion in, deciding whether to apply for and prosecute applications for registration of the Licensed IP or the Pre-Existing Talent Intellectual Property, or Domain Names containing the Licensed IP, the Pre-Existing Talent Intellectual Property or any of the DJ Parties' or Talent's other Trademarks in any jurisdiction and whether to maintain any such registrations therefor. WWE shall use best efforts to: (A) avoid deceptive, misleading or unethical practices in connection with the sale of the Licensed Products that are or might be detrimental to the Licensed IP, the Pre-Existing Talent Intellectual Property, Talent or the public, including, but not limited to, disparagement of the Licensed IP, the Pre-Existing Talent Intellectual Property or Talent; (B) not make any false or misleading representations with regard to the Licensed IP, the Pre-Existing Talent Intellectual Property or Talent; or (C) not publish or cooperate in the publication of any misleading or deceptive advertising, marketing or promotional materials.

(j) Enforcement. Lender shall have the sole right to defend the Licensed IP against imitation, infringement or any claim of prior use. WWE shall fully cooperate with Lender, at Lender's reasonable request and Lender's reasonable expense, in connection with the defense of any such claim. Lender shall have the right, but not the obligation, to institute or pursue any Claims to enforce any rights in the Licensed IP, as well as the right to select, engage and instruct counsel. WWE shall fully cooperate with Lender in any such Claim, (and execute any documents necessary to effectuate the same) if necessary or advisable (as determined by Talent's counsel) under the applicable rules of civil procedure to effect standing, and WWE shall be reimbursed for reasonably incurred expenses. Lender will be solely responsible for the costs of such action and will retain all recoveries and awards necessary to reimburse Lender for any costs and expenses. Any recoveries and awards in excess of Lender's costs and expenses, to the extent that such recoveries and awards are related to Licensed Products, shall be allocated equally between the parties. Except as provided herein, in no event shall WWE be required to satisfy or comply with any settlement or other agreement concerning its use of the Licensed IP to which WWE has not consented (such consent not

to be unreasonably withheld or delayed). WWE shall provide written notice to Lender if WWE becomes aware of any use of Licensed IP, or any element thereof, by any person other than WWE, its Affiliates or any of its other sublicensees for whom WWE received Lender's consent to grant a sublicense thereto pursuant to Section 4(g).

5. Intellectual Property Ownership:

(a) Footage: All right, title and interest in and to the Footage and all of the rights, results, products and proceeds in, to and/or derived from the Footage shall be owned by WWE. To the extent that such Footage is considered: (i) a contribution to collective works, (ii) a compilation, (iii) a supplementary work and/or (iv) as part or component of a motion picture or other audio-visual work, the parties hereby expressly agree that the Footage shall be considered "works made for hire" under the United States Copyright Act of 1976, as amended (17 U.S.C. § 101 et seq.). To the extent that the Footage or any aspects thereof are deemed works other than "works made for hire," Lender and Talent hereby irrevocably assign in perpetuity to WWE all right, title and interest in and to all rights in such works and all renewals and extensions of the copyrights or other rights that may be secured under the laws now or hereafter in force and effect in the United States of America or any other country or countries. Notwithstanding anything to the contrary provided in this Section 5(a), the use of the Footage shall be subject to Sections 4(e) and 4(f) and Section 2 of Schedule E. Lender acknowledges and agrees that WWE may obtain copyright or any other legal protection therefor, now known or hereinafter discovered, in the name of WWE or on behalf of WWE's designee as it relates to the Footage and all of the rights, results, products and proceeds derived from the Footage, subject to Lender's approval rights with respect to use of such derivative works set forth in Section 4(e) and Section 2 of Schedule E. Lender shall provide reasonable assistance to WWE in so obtaining such copyright registrations, at no cost to Lender.

(b) Talent Work Product: See Schedule D attached hereto and incorporated herein by reference.

(c) Pre-Existing Talent Intellectual Property: WWE acknowledges that Talent or its Affiliates own, solely and exclusively, all right, title and interest in and to the Pre-Existing Talent Intellectual Property. Neither WWE nor any of its sublicensees shall acquire or assert any rights in the Pre-Existing Talent Intellectual Property. This Agreement is not intended to convey any copyright or other property rights in the Pre-Existing Talent Intellectual Property, and no incidents of ownership thereof shall vest in WWE or any of its permitted sublicensees.

(d) Talent Intellectual Property: WWE, on behalf of itself and its sublicensees, acknowledges and agrees that: (i) it shall not file any copyright, trademark or other Intellectual Property Right with respect to the Talent Intellectual Property, and (ii) any Intellectual Property Rights in and to any Talent Intellectual Property that may accrue to WWE shall inure to the benefit of Talent (or its designee) and WWE shall hold in trust and promptly assign to Talent (or its designee) such Intellectual Property Rights upon request. Nothing contained in this Agreement shall constitute a grant of a power of attorney to WWE or any of its sublicensees with respect to the Talent Intellectual Property.

(e) Goodwill: The DJ Parties and Talent shall retain all goodwill associated with the Licensed IP and the Pre-Existing Talent Intellectual Property, and any and all goodwill associated with WWE's use of the Licensed IP and/or the Pre-Existing Talent Intellectual Property shall inure to the benefit of the DJ Parties and Talent. Subject to Section 2, all rights in the Licensed IP and the Pre-Existing Talent Intellectual Property other than those specifically granted herein are reserved to the DJ Parties and Talent for their own use and benefit. WWE hereby assigns (i) to Lender and Talent any and all rights WWE may acquire in the Licensed IP, and (ii) to DJIP any and all rights WWE may acquire in the Pre-Existing Talent Intellectual Property.

6. **Compensation; Payments; Expenses:**

(a) **Equity:** In exchange for the performance of the Services by Talent and Talent's grant of rights and licenses in connection therewith pursuant to the terms of Sections 4(a) through 4(d), WWE shall cause TKO to grant Talent, effective as of the Effective Date, a one-time equity award in respect of Class A common stock of TKO on the terms and conditions set forth in the Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement attached hereto as Exhibit C (the "Equity Award"). The number of units granted in the Equity Award shall be an amount equal to (i) \$30,000,007 *divided by* (ii) the TKO Stock Price (which quotient shall be rounded up to the nearest whole number).

(b) **Royalties.** WWE shall also pay Talent the royalties as set forth in Schedule E ("Royalties"). Interest on any Royalties past due shall accrue at a rate of one and one half percent (1.5%) per month or, in the event that such interest rate exceeds the legal limit, then at the maximum legal rate. Lender's receipt or acceptance of any Royalty Statement or Royalty paid pursuant to this Agreement (or the cashing of any check or draft constituting payment of any Royalty) shall not preclude Lender from questioning the correctness thereof at any time, and in the event that any inconsistencies or mistakes are discovered in any Royalty Statements or Royalty payments, WWE shall immediately rectify such inconsistencies or mistakes and shall pay the appropriate Royalty to Lender.

(c) **Expense Reimbursement.** On a per Services basis, the parties shall discuss estimated expenses related to the provision of such Services, including with respect to any approved Lender Contractors and Talent's content and digital creation and production team. WWE shall be responsible for the reimbursement of all mutually-approved, reasonable and documented out-of-pocket costs and expenses incurred by Lender, Talent, or approved Lender Contractors in connection with providing the Services as set forth hereunder in addition to any travel costs and expenses provided for in Section 6(d) below.

(d) **Travel.** See Schedule F attached hereto and incorporated herein by reference.

(e) **Guild Payments.** The Compensation shall be exclusive of any union fees or payments, whether pension or otherwise, incurred in connection with the furnishing of the Services by Talent and/or any other appearances or performances, as set forth in this Agreement. In the event that the parties mutually agree to have Talent perform Services that Talent reasonably believes in good faith to be under the jurisdiction of the Screen Actors Guild – American Federation of Television and Radio Artists or the American Federation of Musicians of the United States and Canada or any other guild or comparable organization under the law of any other jurisdictions (collectively, the "Guilds"), WWE hereby agrees to comply with all requirements and obligations of such Guilds to the extent such requirements or obligations are applicable to any of the Services that the parties mutually agree are to be provided under this Agreement. WWE shall reimburse Lender for all payments due and payable by Talent to any Guild in connection with Talent's performance of the Services hereunder.

(f) **409A.** This Agreement shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended and any Treasury Regulations or other Department of Treasury guidance issued thereunder ("Section 409A"). The parties intend that any amounts payable hereunder will be compliant with or exempt from Section 409A and shall be interpreted accordingly. For purposes of Section 409A, (i) each of the payments that may be made hereunder is designated as a separate payment and (ii) to the extent required to comply with Section 409A, references to "termination of service" (and substantially similar phrases) shall mean "separation from service" within the meaning of Section 409A. In no event may Talent, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. Any reimbursements to Talent under this Agreement shall be paid within 30 days following receipt of any expense requests, but in no event later than the last day of the calendar year following the calendar year in which Talent incurred the reimbursable expense. Any amount of expenses eligible for

reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit. Notwithstanding the foregoing, Lender and Talent shall be solely responsible and liable for the satisfaction of all taxes, interest, and penalties under or otherwise related to Section 409A that may be imposed on Lender and/or Talent or for Lender or Talent's account in connection with any payment or benefit made in accordance with this Agreement, and WWE shall have no obligation to indemnify or otherwise hold Lender or Talent (or any Affiliate, beneficiary, successor or assign thereof) harmless from any or all of such taxes, interest, or penalties, except for failures to comply with Section 409A that are caused by WWE or its Affiliates

7. **Termination:**

(a) **Termination by WWE.** The DJ Parties and Talent agree that WWE shall have the right to terminate this Agreement:

(i) Immediately in the event that a Cause Event has occurred and the DJ Parties have failed to cure (if such breach can be cured) such Cause Event after thirty (30) days following written notice from WWE setting forth the nature of such breach in reasonable detail (a termination due to a Cause Event in accordance with the foregoing may also be referred to herein as a termination for "Cause");

(ii) If Talent dies or becomes Disabled, immediately upon such death or the final determination of such Disability; or

(iii) Five (5) Business Days after providing written notice to the DJ Parties stating WWE's intent to terminate this Agreement without Cause (*i.e.*, without a Cause Event having occurred or having been finally-determined in accordance with the terms of this Agreement).

(b) **Termination by Lender.** WWE agrees that the DJ Parties and/or Talent shall have the right to terminate this Agreement solely for Good Reason. "Good Reason" means upon the occurrence of any of the following:

(i) In the event that WWE (or TKO, as applicable): (A) dissolves, liquidates or otherwise terminates its business or operations; (B) commences or becomes the subject of any case or proceeding under the bankruptcy, insolvency or equivalent laws of the United States which is not dismissed within ninety (90) days; (C) has appointed for it or for any substantial part of its property a court-appointed receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official which is not dismissed within ninety (90) days; (D) makes an assignment for the benefit of its creditors; or (E) takes corporate action in furtherance of any of the foregoing;

(ii) In the event that WWE (or TKO, as applicable) materially breaches this Agreement or the Ancillary Agreements and has failed to cure (if such breach can be cured) the same after thirty (30) days following written notice from any of the DJ Parties setting forth the nature of such breach in reasonable detail;

(iii) In the event of any purported termination by WWE for Cause without a Cause Event having actually occurred or having been finally-determined in accordance with the terms of this Agreement (whether due to WWE's failure to comply with any applicable cure periods or otherwise);

- (iv) In the event of a Change of Control;
- (v) [***]; or
- (vi) [***] .

The DJ Parties and/or Talent, as applicable, shall notify WWE in writing within ninety (90) days after the DJ Parties' and/or Talent's actual knowledge of the occurrence of any event giving rise to Good Reason. If WWE shall not have cured such event giving rise to Good Reason within thirty (30) days after receipt of written notice from such DJ Party and/or Talent, as applicable (if and to the extent such event can be cured) (it being understood that an event described in Section 7(b)(v) above may be cured by termination of the applicable Person in accordance with the terms thereof), then the DJ Parties and/or Talent, as applicable, shall have the right to terminate this Agreement by giving written notice to WWE within sixty (60) days following such thirty (30) day cure period.

(c) Consequences of Expiration or Termination. In the event of the expiration of the Term or the termination of this Agreement pursuant to Sections 7(a) or (b), as applicable, the following terms shall apply:

(i) Effect of Termination. The expiration of the Term or the termination of this Agreement for any reason shall not release either party from any obligation or liability which survives the termination of this Agreement pursuant to Section 7(c)(v), including, without limitation, with respect to any payment obligation that (A) has already accrued hereunder (including any accrued but unpaid Royalties), (B) comes into effect due to the expiration of the Term or the termination of this Agreement, or (C) otherwise survives the expiration of the Term or the termination of this Agreement (including, for the avoidance of doubt, the vesting of any portion of the Equity Award pursuant to the Award Agreement or the payment of any Royalties). For the avoidance of doubt, the termination of this Agreement for any reason prior to the expiration of the Term shall also be deemed to constitute a termination of the Services Period.

(ii) Acceleration / Cancellation. See Schedule G attached hereto and incorporated herein by reference.

(iii) Continuing Obligations. Notwithstanding anything in Section 7(c)(i) to the contrary and without limiting the terms of Section 7(c)(ii), if this Agreement is terminated (A) by WWE without Cause pursuant to Section 7(a)(iii) or (B) by the DJ Parties and/or Talent for Good Reason pursuant to Section 7(b), then (x) Lender and/or Talent shall have no further obligation to perform any Services hereunder and (y) the DJ Parties and/or Talent shall have no further exclusivity obligations hereunder.

(iv) Year One Exclusive Remedy. The parties acknowledge and agree that, solely during the first year of the Term, the cancellation and forfeiture of any unvested portions of the Equity Award pursuant to Section 7(c)(ii) shall be the sole and exclusive remedy of WWE in the event of a termination of this Agreement by WWE pursuant to Sections 7(a)(i) or 7(a)(ii) and neither the DJ Parties nor Talent shall have any further liability or obligation with respect thereto during the first year of the Term.

(v) Survival. Sections 4(a), 4(e), 4(f), 5, 6, 7(c), 9, 11, 13, 15, 16, 19 and 20 shall expressly survive the expiration of the Term or the termination of this Agreement.

8. **Independent Contractor:** The DJ Parties and WWE agree that the relationship between the DJ Parties and Talent, on the one hand, and WWE and its Affiliates, on the other hand, shall be that of an independent contractor and nothing contained herein shall be construed as establishing an employer/employee relationship, partnership or joint venture between them or constituting a DJ Party and/or Talent as the partner or agent of WWE or WWE as the partner or agent of a DJ Party and/or Talent for any purpose whatsoever. The DJ Parties and Talent shall not have, nor shall they hold themselves out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon WWE or its Affiliates, unless WWE shall consent thereto in writing. By virtue of the DJ Parties' and Talent's status as an "independent contractor," Lender, on behalf of the DJ Parties, hereby acknowledges and agrees that nothing in this Agreement constitutes Talent as an employee of WWE or entitles Talent to any benefits to which employees of WWE are entitled. Similarly, by virtue of the DJ Parties' and Talent's independent contractor status, Lender, on behalf of the DJ Parties, hereby acknowledges that Talent will not be entitled to receive from WWE any benefits that may be generally available to the employees of WWE. Lender, on behalf of Talent, will not (and will cause Talent not to) make any claim for employee benefits, workers' compensation, unemployment or disability benefits or disability insurance coverage against WWE in connection with this Agreement.

9. **Insurance:**

(a) WWE has obtained, at its sole cost and expense, and shall maintain in full force and effect throughout the Term and for a period of one (1) year thereafter (unless a longer period is specified below):

(i) Commercial General Liability Insurance (including contractual) with minimum limits of approximately \$[***] per occurrence, which will include coverage for, but not limited to, premises/operations, products/contemplated operations, contractual, independent contractors, property damaged and personal injury;

(ii) Errors & Omissions Liability with minimum limits of approximately \$[***] per occurrence and approximately \$[***] annual aggregate which will include coverage for, but not limited to, liabilities for infringement or misappropriation of any intellectual property, copyright, trademarks, trade secrets, know-how, and other present and future property and/or proprietary rights of a similar nature; breach of contract and unauthorized use of materials, defamation, plagiarism, piracy, unfair competition, rights of publicity or privacy, or false advertising; errors, omissions, or negligent acts in the performance or failure to perform professional services. If the policy is written on a "claims-made" basis, the policy shall be in effect for a period of three (3) years after the Term;

(iii) Workers' compensation as required by applicable laws and employer's liability insurance in reasonable amounts, covering all personnel employed wither directly or by way of contract from any payroll service provider utilized. All statutory limits must be provided;

(iv) Commercial Umbrella Liability Insurance with minimum limits of approximately \$[***] per occurrence; and

(v) Media Liability Insurance with minimum limits of approximately \$[***].

(b) All insurance required pursuant to Section 9(a) shall: (i) be written with a licensed insurance company with a Best's rating of not less than A-VIII; (ii) name the DJ Parties and Talent as additional insureds on the Commercial General Liability Insurance; (iii) be primary and not contributory; and (iv) contain a waiver of subrogation with respect to the DJ Parties and Talent on the Commercial General Liability Insurance and the Workers Compensation Insurance. WWE shall furnish the DJ Parties with certificates of insurance evidencing the DJ Parties and Talent as additional insureds as soon as possible

(and not to exceed five (5) Business Days) following execution of this Agreement by the DJ Parties and the Inducement by Talent. WWE shall provide immediate written notice to the DJ Parties of all occurrences that might reasonably be expected to result in any claim against a DJ Party and/or Talent or impose any liability upon a DJ Party and/or Talent.

10. **Deductions:** The DJ Parties hereby acknowledge and agree that the DJ Parties and Talent alone shall be responsible for the payment of and shall pay any and all taxes, insurance and like sums levied or assessed with respect to the compensation paid to the DJ Parties and/or Talent and/or assessed under existing local, state or federal Law, including but not limited to social security, unemployment, workers' compensation and disability insurance. WWE shall not (and the DJ Parties acknowledge and agree that WWE will not be obligated to) make any deductions or withholding from the Compensation, whether for federal, state or local, or any other taxes, unemployment compensation, insurance, FICA (social security), workers' compensation or any other assessments or contributions.

11. **Confidentiality:**

(a) Except with respect to the initial press release announcing this Agreement (the substance of which shall be mutually agreed), each party acknowledges and agrees that neither party shall issue any press release or public statement with regard to the terms and provisions of this Agreement without the prior written consent of the other party (which written consent shall not be unreasonably withheld, conditioned or delayed). In addition, each party hereby agrees that such party shall not, at any time during the Term, and for a period of two (2) years after the expiration of the Term or the termination of this Agreement (subject to the last sentence of this Section 12(a)), for any reason whatsoever, disclose to any Person or publication, or utilize for the benefit or profit of such party or any other Person, any Confidential Information. "Confidential Information" means any nonpublic information or materials disclosed by one party or such party's Affiliates and representatives (such party, or its Affiliates or representatives (as applicable), when disclosing such information, being the "Disclosing Party") to the other party or its Affiliates and representatives (such party, or its Affiliates or representatives (as applicable), when receiving such information, being the "Receiving Party") about the Disclosing Party's personal and/or business information or financial information, including: (i) any and all information which is furnished or made available to the Receiving Party by or on behalf of the Disclosing Party in writing, orally, electronically or otherwise, including, without limitation, the following: operating plans; financial information; business plans; trade secrets and know how; results and prospects; customer, employee, stockholder and supplier information or lists; marketing plans and techniques; product concepts; story lines; character development; costumes; experimental works; works in progress; and any other information relating to the projects, technology and business of the Disclosing Party; (ii) all notes, analyses, compilations, studies, interpretations, memoranda, reports, projections, forecasts or other documents or materials (regardless of the form thereof) prepared by the Receiving Party which contain or otherwise reproduce or reflect, in whole or in part, any such information; and (iii) the content of this Agreement and the Ancillary Agreements (to the extent not publicly disclosed in accordance with applicable Law). "Confidential Information" also includes all information disclosed by or on behalf of the DJ Parties or Talent to WWE and/or TKO and their respective Affiliates and representatives regarding the DJ Parties or Talent, including, without limitation, all personal, business or financial information concerning Talent and members of his family and all other information not generally known and confirmed by Talent to the public (regardless of form and regardless of whether designated confidential) (collectively, the "Talent Information"). The Receiving Party shall maintain the Confidential Information in the strictest of confidence and take all commercially reasonable steps to safeguard such information and to protect it against disclosure, misuse, loss and theft. In accordance with this Section 12(a), the Receiving Party expressly agrees that it shall not, directly or indirectly, verbally or otherwise, unless agreed to in writing by the Disclosing Party, publish, disseminate, disclose or cause to be disclosed any Confidential Information to any Person whatsoever (including the media), provided that such restrictions shall apply with respect to any Talent Information for so long as such Talent Information,

as applicable, continues to meet the definition of Confidential Information, including following the expiration of the Term or the termination of this Agreement.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include information which: (i) the Receiving Party learns after the Effective Date from a source other than the Disclosing Party, other than in contravention of an obligation of confidentiality to the Disclosing Party; (ii) is or becomes generally available to the public other than through any act or omission by the Disclosing Party in violation of the confidentiality provisions hereunder; and (iii) was developed or discovered by the Receiving Party without reference to or use of any Confidential Information.

(c) The Receiving Party (including, with respect to WWE, its Affiliates, which for the avoidance of doubt includes TKO and Endeavor Group Holdings, Inc.) may disclose Confidential Information: (i) if required to be disclosed by applicable law, government order or regulation (including rules and regulations of the SEC or any applicable securities exchange), or by subpoena, order or decree of any court of competent jurisdiction, provided that prior written notice of such disclosure is furnished by the Receiving Party to the Disclosing Party as promptly as practicable (if not legally prohibited from doing so) in order to afford the Disclosing Party an opportunity to seek a protective order against such disclosure and the Receiving Party shall reasonably cooperate (if possible) with the Disclosing Party in attempting to obtain a protective order or to otherwise restrict such disclosure, including (if possible) by providing a draft of such disclosure to the Disclosing Party a reasonable amount of time prior to making such disclosure and considering in good faith the Disclosing Party's comments with respect thereto; (ii) to the Receiving Party's agents, representatives and employees who need to know such Confidential Information in connection with the Receiving Party's obligations under this Agreement; and (iii) in order to enforce its rights under this Agreement.

(d) The Receiving Party acknowledges that substantial efforts have been and will be dedicated to protect the privacy and confidentiality of the Confidential Information, and to prevent the sometimes intrusive activities of the tabloid press, other media and members of the public to obtain confidential information about Talent. The Receiving Party further acknowledges and understands that its compliance with the obligation not to disclose, share, acknowledge, sell or exploit the Confidential Information is an essential part of the Disclosing Party's effort to maintain the privacy of the Confidential Information.

12. **Representations and Warranties:**

(a) **Representations and Warranties by the DJ Parties.** Each DJ Party represents and warrants that: (i) such DJ Party is free to enter into this Agreement and to grant the rights herein granted to WWE and the obligations created by this Agreement, insofar as they purport to be binding, constitute legal, valid and binding obligations enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws applicable generally to creditor's rights and as limited by general equitable principles, (ii) such DJ Party has the sole and exclusive right to grant to WWE the right to use Talent's Name and Likeness and the Talent Intellectual Property (as applicable) consistent with the terms of this Agreement, and, to such DJ Party's knowledge, doing so will not violate and/or infringe the intellectual property rights of any third party; provided, that, the representations contained in this cause (iii) are expressly conditioned on the effectiveness of the assignment of the Intellectual Property Rights by TKO and WWE under the IP Assignment Agreement and the accuracy of the representations and warranties of TKO and its Affiliates set forth therein, (iv) to Lender's knowledge, Talent is in good health, and no physician has advised him, and Lender has no reason to believe, that there is any medical reason preventing Talent from providing the Services as contemplated by the terms hereof; and (v) to Lender's knowledge, Talent: (A) is in sound physical condition; (B) is not suffering from any disabilities, pre-existing conditions or injuries that could materially impair or materially adversely affect his ability to participate and perform the Services as required herein; (C) is not under the influence of any illegal drugs/substances (and will not at any time during the Term be under the influence of any illegal drugs/substances) that could materially impair or materially adversely affect his ability to participate and perform the Services as required herein; (D) is not aware of any other condition (physical, mental or otherwise) that could materially impair or materially adversely affect his ability to participate and perform Services as required herein; and (E) has not tested positive for, and has no reason to believe that he has been exposed to a risk of infection from HIV, hepatitis or any other similar infectious or communicable blood-borne disease.

(b) **Representations and Warranties by WWE.** WWE represents and warrants that: (i) it has the full right, power, capacity and authority to enter into this Agreement and any other agreement contemplated hereunder, and to agree to the terms and conditions hereunder or thereunder; (ii) this Agreement constitutes a valid, binding and enforceable agreement of WWE, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws applicable generally to creditor's rights and as limited by general equitable principles; (iii) the making and performance by it of this Agreement does not (A) violate any law or regulation applicable to it, its certificate of formation, operating agreement or other organizational documents or any other agreement to which it is a party or by which it is bound, and (B) infringe upon the rights of any third party; and (iv) it will comply with all applicable federal, state and local laws, rules and regulations, and any rules or requirements imposed by any applicable guild or union, in connection with its performance hereunder, including, without limitation, (A) the Fair Labor Standards Act, (B) federal, state and local laws and regulations that relate to minimum wages, hours and working conditions and pertaining to child labor and minimum wage, (C) without discrimination based on race, religion, age, nationality, social or ethnic origin, social orientation, gender, political opinion or disability, (D) without use of corporal punishment or other abusive tactics, and (E) without the use of child, prison or slave labor.

13. **Indemnification:**

(a) **Indemnification by WWE.** WWE shall indemnify, defend and hold harmless the DJ Parties and Talent and their respective Affiliates and the respective agents, directors, managers, officers, employees, consultants, advisors, attorneys, representatives, successors and assigns of each of the foregoing (collectively, the "Talent Indemnified Parties"), from and against (without duplication) any and all liabilities, obligations, damages, losses, expenses (including reasonable outside attorneys' fees and costs),

causes of action, judgements, awards, orders, claims or demands (collectively, "Losses") caused by, arising out of or relating to: (i) any Third-Party Claim against any Talent Indemnified Party caused by, arising out of or relating to any material breach by WWE of its representations and warranties made in this Agreement or in any Ancillary Agreement; (ii) any Third-Party Claim against any Talent Indemnified Party caused by, arising out of or relating to any material breach by WWE or its Affiliates of any covenants or agreements contained in this Agreement or in any Ancillary Agreement; (iii) any Third-Party Claim against any Talent Indemnified Party related to the use by WWE of Talent's Name and Likeness or the Talent Intellectual Property in a manner not authorized by this Agreement; (iv) any Third-Party Claim against any Talent Indemnified Party caused by, arising out of or relating to any and all acts under this Agreement or any Ancillary Agreement by WWE or its Affiliates, including, but not limited to, the manufacture, distribution, exploitation, advertising, sale, or use of the Licensed Products or the Footage, any and all alleged defects in the Licensed Products, including all Losses related to any recall, whether mandatory or voluntary and any and all allegations that the Licensed Products or the manufacture, distribution, sale or use thereof infringes upon or misappropriates the Intellectual Property Rights of any person, (v) any Third-Party Claim alleging violations or breaches of any applicable international, federal or state Law, regulation or standard in the manufacture, distribution or sale of the Licensed Products by WWE or its Affiliates, (vi) any Third-Party Claim against any Talent Indemnified Party caused by, arising out of, or relating to, Lender and/or Talent's performance of the Services (including, without limitation, any injury or loss to person or property, including death); provided that, the indemnification obligations of WWE set forth in the preceding clause (vi) shall not apply to any Losses which result from the intentional or willful misconduct of Talent.

(b) Indemnification by the DJ Parties. The DJ Parties shall indemnify, defend and hold harmless WWE, its Affiliates and their respective agents, directors, managers, officers, employees, consultants, advisors, attorneys, representatives, successors and assigns of each of the foregoing (collectively, the "WWE Indemnified Parties"), from and against (without duplication) any and all Losses, caused by, arising out of or relating to: (i) any Third-Party Claim against any WWE Indemnified Party, caused by, arising out of or relating to any material breach by the DJ Parties or Talent of any covenants or agreements made by them in this Agreement or in any Ancillary Agreement; and (ii) any Third-Party Claim against any WWE Indemnified Party caused by, arising out of or relating to any material breach by the DJ Parties of their respective representations and warranties made in this Agreement or in any Ancillary Agreement.

(c) Indemnification Procedures. The party seeking indemnification hereunder (as applicable, the "Indemnified Party") shall give reasonably prompt written notice to the party obligated to provide such indemnification hereunder (as applicable, the "Indemnifying Party") describing in reasonable detail the nature of the Claim and the basis for the Indemnified Party's request for indemnification hereunder; provided, however, that failure to give such prompt notice shall not relieve the Indemnifying Party of its obligation to provide indemnification hereunder, except if and to the extent that the Indemnifying Party is actually and materially prejudiced thereby. Once the Indemnifying Party confirms in writing to the Indemnified Party that it is prepared to assume its indemnification obligations hereunder without reservation of any kind, the Indemnifying Party shall have the right to control the defense of the claim, at its own cost and expense with counsel (identity and terms of engagement) reasonably approved by the Indemnified Party; provided, however, that the Indemnified Party shall have the right to be represented by its own counsel at its own cost in such matters. Notwithstanding the foregoing, unless the settlement is for monetary amounts only and provides for a full release of the Indemnified Party from all known and unknown claims, the Indemnifying Party shall not settle or dispose of any such matter in any manner without the prior written consent of the Indemnified Party, which consent the Indemnified Party shall not unreasonably withhold, delay or condition. If the Indemnifying Party has not assumed its indemnification obligations hereunder within fifteen (15) days of the Indemnified Party's delivery of its notice seeking indemnification hereunder (or withdraws from the defense of such Third-Party Claim), then the Indemnified Party may defend against such matter and control the defense of such Third-Party Claim at the sole cost and expense of the

Indemnifying Party; provided, however, that the Indemnified Party shall not settle or dispose of any such matter in any manner which would require the Indemnifying Party to make any admission, or to take any action (except for ceasing use or distribution of the items subject to the claim and/or paying monetary damages) without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, delayed or conditioned. Each party shall reasonably cooperate with the other party and its counsel in the course of the defense of any such Third-Party Claim, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses.

(d) Limitations. WITH THE EXCEPTION OF INTENTIONAL OR WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY) UNLESS ACTUALLY AWARDED TO A THIRD PARTY AS PART OF A THIRD-PARTY CLAIM, OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. **Clause Headings**: The headings of the clauses of this Agreement are solely for the purpose of convenience. They are not a part hereof and shall not be used in the construction of any provision.

15. **Governing Law; Dispute Resolution; Waiver of Jury Trial**:

(a) Governing Law: This Agreement and all claims or disputes arising out of or relating in any way to this Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

(b) Dispute Resolution: Any dispute among the parties arising out of or relating to this Agreement (including the arbitrability of any such dispute) will be resolved in accordance with the procedures specified in this Section 15(b), which shall be the sole and exclusive procedures for the resolution of any such disputes.

(i) Any controversy, dispute or claim between or involving the parties or arising out of or relating to this Agreement ("Dispute") will be settled by a confidential, final and binding arbitration in accordance with JAMS in Los Angeles, California and administered by the Los Angeles, California office of JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "Comprehensive Arbitration Rules") in effect at the time the arbitration is commenced. The parties further agree that any controversy, dispute or claim about the enforceability of this Section 15(b) or whether a Dispute is subject to this Section 15(b), shall be resolved by arbitration. The obligation to arbitrate survives this Agreement.

(ii) The parties desire and agree that any arbitration proceedings shall be conducted before one arbitrator to be selected pursuant to the Comprehensive Arbitration Rules (the "Arbitrator") as expeditiously as possible and acknowledge that expeditious arbitration is in the interest of the parties. The parties agree that the arbitration must be concluded, including the rendering of any award by the Arbitrator (the "Award"), not more than ninety (90) days following selection of the Arbitrator. The parties further agree that the Arbitrator shall have the authority to impose any interim deadlines, including shortening any deadlines provided in the Comprehensive Arbitration Rules, to ensure that this ninety (90)-day deadline is met. The Arbitrator must agree to the foregoing ninety (90) day deadline before accepting appointment. Failure to meet the ninety (90) day deadline, however, will not render the Award invalid, unenforceable or subject to being vacated. However, the parties may mutually agree to modify the ninety (90)-day deadline and, if they do so,

the Arbitrator shall accommodate such parties' mutual agreement. The Arbitrator shall have no power to alter or disregard any express language in this Agreement and may not reform this Agreement under equitable or other principles. The parties will be responsible for their own legal fees, costs and expenses incurred during or in connection with the arbitration; provided, however, that the Arbitrator shall award the prevailing party in such arbitration its reasonable outside attorneys' fees, costs and necessary disbursements. The prevailing party shall also be entitled to recover its reasonable attorneys' fees and costs in connection with any court proceeding instituted to enforce the arbitrability of any dispute and/or any arbitration Award.

(iii) The parties shall maintain the confidential nature of the arbitration proceeding and the arbitration award, except as may be necessary in connection with a court application for a provisional or preliminary remedy, a court action to challenge or enforce the Award, or as otherwise required by law or judicial decision. The parties further agree that the Arbitrator shall render the Award in writing and explain the decision which, to the extent possible, shall not include confidential information.

(iv) If either party fails or refuses to pay its share of any fees due to or advances or deposits requested by either JAMS or the Arbitrator, then the Arbitrator shall enter a default award against such party refusing to or failing to pay its share of fees or advances. The Arbitrator shall determine the damages and other relief awarded in the default award based on written declarations and written evidence submitted by the party that is not default. If any provision of this arbitration clause is rendered inoperative, unenforceable, or illegal by operation of law or otherwise, then all other provisions in this arbitration clause contained herein shall remain in full force and effect, and in such cases the principle of severability shall govern.

(v) The parties waive to the fullest extent permitted by law any rights to appeal or to review of the Award by any court of tribunal.

(vi) For the avoidance of doubt, in the event of a conflict between this Section 15(b) and the Comprehensive Arbitration Rules, this Section 15(b) controls.

(c) Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER.

16. **Equitable Relief**:

(a) Each party agrees that a breach by either party of Section 11 may cause irreparable injury to the other party for which the remedy at law may be inadequate and would be difficult to ascertain. Therefore, in the event of the breach or threatened breach of Section 11, the non-breaching party shall be entitled, in addition to any other rights and remedies that it may have at law or in equity, to seek an injunction to restrain the breaching party from any threatened or actual activities in violation of Section 11. Each party hereby consents and agrees that temporary and permanent injunctive relief may be granted in any proceedings which might be brought to enforce Section 12 without the necessity of proving actual damages or posting a bond, and in the event the non-breaching party does apply for such an injunction, the breaching party shall not raise as a defense thereto that the non-breaching party has an adequate remedy at law.

(b) WWE acknowledges and agrees that any breach or threatened breach by WWE or any of its permitted sublicensees of Sections 4 or 5 or any of the other rights granted hereunder with respect to

Talent's Name and Likeness or the Talent Intellectual Property will cause irreparable injury to the DJ Parties and Talent for which the remedy at law will not be adequate and would be difficult to ascertain. Therefore, in the event of the breach or threatened breach of Sections 4 or 5 by WWE or any of its permitted sublicensees, or if WWE or any of its permitted sublicensees attempts to (i) exploit rights with respect to Talent's Name and Likeness or the Talent Intellectual Property which such rights have not been explicitly granted to WWE herein or which rights have been terminated, or (ii) use Talent's Name and Likeness or the Talent Intellectual Property in breach of any term or condition of this Agreement, each DJ Party shall be entitled, in addition to any other rights and remedies that it may have at law, in equity or otherwise, to seek and obtain equitable relief (including injunctive relief with respect to Licensed Products but not with respect to Footage, except in the event of any breach or alleged breach by WWE of Sections 4(e) or 4(f) or Section 2 of Schedule E, in which case each DJ Party shall be entitled to seek and obtain injunctive relief) without the necessity of proving actual damages or posting a bond, and in the event such DJ Party seeks such equitable relief, WWE shall not raise as a defense thereto that Lender has an adequate remedy at law.

17. **Waiver:** No waiver by either party of the breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or similar nature. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy. No waiver shall be binding unless executed in writing by the party making such waiver. Any consent under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.

18. **Assignment; Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement and the rights and obligations of WWE hereunder shall not be assignable or transferable (whether by operation of law, merger, consolidation or otherwise) by WWE without the written consent of the DJ Parties, which may be withheld in the DJ Parties' sole discretion. Notwithstanding the foregoing, WWE shall have the right to assign this Agreement to a controlled Affiliate of TKO and/or a controlled Affiliate of TKO in connection with a bona fide corporate restructuring involving WWE so long as (a) such corporate restructuring does not result in a Change of Control, and (b) any such assignee of WWE expressly assumes WWE's obligations under this Agreement in writing; provided, however, that no such assignment shall release WWE of its obligations under this Agreement; provided, further that, for the avoidance of doubt, no such assignment shall result in any amendment, modification or expansion of the definition of the term "Business" hereunder or any of the terms of Section 4 of this Agreement. The DJ Parties shall have the right to assign this Agreement, in whole or in part, to any Person; provided that, (i) the Services shall not be assignable hereunder without the prior written consent of WWE (provided that the DJ Parties and Talent shall have the right to assign their right to receive payments hereunder (and corresponding provisions regarding accounting and audit rights) to one or more Persons in their sole discretion), and (ii) [***], provided that notwithstanding the foregoing, any assignment by the DJ Parties shall be subject to Section 6.4 of the IP Assignment Agreement.

19. **Notices:** Except as otherwise expressly provided in this Agreement, all notices, requests and other communications to any party hereunder shall be in writing and shall be given to such party at the address or e-mail address specified for such party below or as such party shall hereafter specify for the purpose by notice to the other parties in a manner as provided under this Section 20. Each such notice, request or other communication shall be effective (a) if given by e-mail, at the time such e-mail is transmitted and the appropriate e-mail confirmation is received (or, if such time is not during a Business Day, at the beginning of the next such Business Day), (b) if given by mail, three (3) Business Days (or, if to an address outside the United States, seven (7) calendar days) after such communication is deposited in the mail with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 20. Such notices, requests and other communications shall be sent to the following parties at the following addresses or email addresses:

To WWE:

World Wrestling Entertainment, LLC
707 Washington Blvd., Stamford, Connecticut 06901
Attn: EVP, Chief Legal Officer
Email:

with a copy to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attn: Justin G. Hamill and Michael V. Anastasio
Email:

To the DJ Parties
or Talent:

c/o Grant, Tani, Barash & Altman, Inc.
9100 Wilshire Blvd., Suite 1000 West
Beverly Hills, CA 90212
Attn: Howard Altman
Email:

with a copy to:

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Attn: Matthew C. Thompson, Vijay Sekhon and
Emily Zipperstein
Email:

and

Gang, Tyre, Ramer, Brown & Passman
132 South Rodeo Drive
Beverly Hills, CA 90212
Attn: Harold Brown, Bianca Levin and Benjamin Potter
Email:

20. **Miscellaneous:**

(a) It is understood and agreed that inherent in each obligation set forth herein is that each party will use no less than reasonable efforts to carry out, accomplish or otherwise complete each such obligation.

(b) All exhibits, schedules and other documents attached hereto are hereby incorporated by reference into this Agreement as fully as if copied herein verbatim.

(c) This Agreement is not intended to confer any rights or remedies upon, and shall not be enforceable by, any Person other than the parties and, with respect to the provisions of Section 13, the Talent Indemnified Parties and the WWE Indemnified Parties.

(d) In the event that any part, provision or portion of any provision of this Agreement shall be declared invalid or unenforceable for any reason by an Arbitrator or a court of competent jurisdiction, such provision or portion thereof shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect. The parties further agree to replace such void or unenforceable provision with a valid and enforceable provision that shall achieve, to the maximum extent possible, the economic, business and other purpose of the void or unenforceable provision.

(e) This Agreement, together with the Ancillary Agreements, contains the complete understanding existing between the parties and supersedes any previous written or verbal understandings. This Agreement may not be amended except by a writing signed by authorized representatives of the DJ Parties and WWE.

(f) The parties have participated jointly in the negotiation and drafting of this Agreement and were each represented by separate legal counsel and, in the event of ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by such parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(g) This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(h) Where specific language is used to clarify by example a general statement contained herein (such as by using the word "including"), such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Any agreement referred to herein shall include reference to all exhibits, schedules and other documents attached thereto. The words "include," "including" and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words "without limitation." The term "ordinary course of business" shall be deemed to mean "the ordinary course of business consistent with past customs and practices". The term "or" shall be deemed to mean "and/or". Each party acknowledges that it has been represented by counsel during the negotiation and execution of this Agreement and, therefore, waives the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. Each provision contained in this Agreement will have independent significance regardless of whether a separate provision addresses the same subject matter with more or less specificity.

21. **Definitions:** The following capitalized terms shall have the meanings specified in this Section 21. Other terms are defined in the text of this Agreement and such terms shall have the meanings respectively assigned to them in such text.

(a) "Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, where for such purpose the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership

of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

- (b) “Ancillary Agreements” means the IP Assignment Agreement and the Award Agreement.
- (c) “Award Agreement” means that certain Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement, dated as of the date hereof, by and between TKO and Talent, the form of which is attached hereto as Exhibit C.
- (d) “Business Day” means any day, other than a Saturday, Sunday or other day on which commercial banks in California are permitted or required to close.
- (e) “Cause Event” means solely the following: [***].
- (f) “Change of Control” means any of the following events or transactions: [***].
- (g) “Claim” means claim, dispute, action, cause of action, demand, suit, litigation, arbitration, mediation, alternative dispute resolution procedure, prosecution, proceeding, hearing, audit, inquiry, examination or investigation of any nature.
- (h) “Collectibles” means framed photographs, plaques, and other typical sports collectibles.
- (i) “Compensation” means the Equity Award and Royalties.
- (j) “Disabled” or “Disability” means the inability of Talent to perform the essential functions of his material obligations and responsibilities hereunder, with reasonable accommodation, on account of Talent’s incapacity due to physical or mental illness or on account of Talent’s disability for a continuous period of [***] days. Any question as to the existence of the Disability of Talent as to which the parties cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Lender and WWE acting reasonably and in good faith. If Lender and WWE cannot agree as to a qualified independent physician, each of them shall designate such a physician acting reasonably and in good faith and those two physicians shall select a third physician who shall make such determination in writing. Talent’s physician shall have the right to be present at all examinations conducted by such third party physician and to review all lab reports and other results generated. The good faith determination of Disability made by any such qualified independent physician in writing to Talent and WWE shall be final and conclusive for all purposes of this Agreement and the Award Agreement.
- (k) “Dumping” means the distribution of Licensed Products at volume levels significantly above WWE’s prior sales practices with respect to such Licensed Products, and at price levels so far below WWE’s prior sales practices with respect to the Licensed Products as to disparage such Licensed Products.
- (l) “Exclusive Industries” has the meaning set forth in Schedule B.
- (m) “Governmental Entity” means any (a) federal, state, local, municipal, foreign or other government, (b) governmental or quasi-governmental entity of any nature (including any governmental or military agency, branch, department, official, or entity and any court or other tribunal) or (c) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, military, police, regulatory, or taxing authority or power of any nature (including any arbitral tribunal).
- (n) “Initial Services Period” means the period commencing on the Effective Date and expiring on December 31, 2024.

(o) “Intellectual Property Rights” means, on a worldwide basis, any and all intellectual property, industrial or proprietary rights (by whatever name or term known or designated) arising under law, equity, contract, license or otherwise, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including, without limitation, any and all (a) trademarks, service marks, logos, trade dress, design rights and any other similar designations and indicia of source, sponsorship, association or origin, together with the goodwill of the business symbolized thereby and associated or connected therewith, and all registrations, applications and renewals for, any of the foregoing (“Trademarks”); (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority and web addresses (“Domain Names”); (c) accounts with Twitter, Facebook, Instagram, YouTube, TikTok, Snapchat and other social media platforms, and URLs, and all account and password information needed to access or control such assets; and (d) all causes of action (whether past, present or future) arising from or related to any of the foregoing, including, without limitation, the sole, exclusive and independent right to enforce any and all such causes of action and the right to settle suits and collect damages and proceeds therefrom.

(p) “Law” means any statute, law (including common law), code, ordinance, rule, regulation, decree or other requirement or rule of law enacted, issued, promulgated, enforced or entered by any Governmental Entity.

(q) “License Period” means:

(i) With respect to all Licensed Products other than [***], a period of ten (10) years beginning on the Effective Date and expiring on the expiration of the Term;

(ii) with respect to any [***] that contain the Licensed IP or Pre-Existing Talent Intellectual Property, a period commencing on the Effective Date and terminating on December 31, 2024 (“[***]”); and

(iii) with respect to Talent's Name and Likeness, the Pre-Existing Talent Intellectual Property and the Talent Work Product incorporated within the Footage, a period commencing on the Effective Date and continuing in perpetuity.

(r) “Licensed IP” means the Talent's Name and Likeness and Talent Work Product.

(s) “Licensed Products” means: [***]

(t) “MMA” has the meaning set forth on Schedule B.

(u) “Person” means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity, or any Governmental Entity.

(v) “Pre-Existing Talent Intellectual Property” means the Intellectual Property Rights identified on Schedule H hereto.

(w) “Qualified Assignee” means [***].

(x) “Talent Intellectual Property” means the Pre-Existing Talent Intellectual Property and the Talent Work Product.

(y) “Talent’s Name and Likeness” means Talent’s name, approved likeness, approved voice, approved biographical information, and approved quotations.

(z) “Talent Work Product” has the meaning set forth on Schedule D.

(aa) “Third-Party Claim” means a Claim by an unaffiliated third party.

(bb) “TKO Stock Price” means \$77.6738, which represents the average of the daily volume-weighted average sales price per share of common stock of TKO on the NYSE, as such daily volume-weighted average sales price per share is reported by Bloomberg L.P., calculated to four decimal places and determined without regard to after-hours trading or any other trading outside the regular trading session trading hours, for each of the thirty (30) consecutive trading days ending on and including the trading day immediately preceding the date on which this Agreement is executed.

(cc) [***]

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

WORLD WRESTLING ENTERTAINMENT, LLC
("WWE")

By: /s/ Nick Khan
Name: Nick Khan
Its: President

7 BUCKS ENTERTAINMENT, INC.
("Lender")

By: /s/ Dwayne Johnson
Name: Dwayne Johnson
Its: Director

DJIP, LLC
("DJIP")

By: /s/ Dwayne Johnson
Name: Dwayne Johnson
Its: Manager

TAG-TEAM ENTERPRISES, INC.
("Tag Team")

By: /s/ Dwayne Johnson
Name: Dwayne Johnson
Its: Manager

[Signature Page to Services and Merchandising Agreement]

EXHIBIT A
FORM OF IP ASSIGNMENT AGREEMENT

Exhibit A

EXHIBIT B
INDUCEMENT

Exhibit B

EXHIBIT C
FORM OF AWARD AGREEMENT

Exhibit C

SCHEDULE A

SERVICES

Schedule A

SCHEDULE B

EXCLUSIVITY

Schedule C

SCHEDULE C

APPROVALS

Schedule C

SCHEDULE D
TALENT WORK PRODUCT

Schedule D

SCHEDULE E

LICENSED PRODUCTS ROYALTIES

Schedule F

SCHEDULE F

TRAVEL

Schedule F

SCHEDULE G
ACCELERATION / CANCELLATION

Schedule G

SCHEDULE H
TALENT INTELLECTUAL PROPERTY

Schedule H

Certain identified information denoted with [***] has been excluded from the exhibit because such information both (i) is not material and (ii) is the type that the registrant treats as private or confidential.

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 22 day of January 2024 (the "Effective Date"), by and among (i) DJIP, LLC ("DJIP"), (ii) Tag-Team Enterprises, Inc. ("Tag Team"), (iii) 7 Bucks Entertainment, Inc. ("7 Bucks" and, together with DJIP and Tag Team, the "DJ Parties"), (iv) World Wrestling Entertainment, LLC ("WWE"), formerly known as World Wrestling Entertainment, Inc., a Delaware corporation, that was formerly known as World Wrestling Federation Entertainment, Inc., a Delaware corporation ("WWFE" and, together with the WWE Parties, the "WWE Parties") and (v) TKO Group Holdings, Inc. ("TKO" and, together with the WWE Parties, the "TKO Group Parties"). Each of the DJ Parties and the TKO Group Parties are referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, WWE is engaged in the business of organizing, publicizing, arranging, staging and conducting professional wrestling exhibitions and other events, engagements, appearances, filmings, photography shoots, and other business and charitable events relating to professional wrestling and sports entertainment in the professional wrestling industry throughout the world and representing professional wrestlers in the promotion and exploitation of a professional wrestler's ring name, likeness, personality and character in connection with its professional wrestling business (the "Business");

WHEREAS, Dwayne Johnson previously performed services as a performing artist and professional wrestler (the "Services") for WWFE pursuant to certain Talent Booking Contracts by and between Dwayne Johnson and WWFE, dated as of April 17, 1996, January 2, 1997, August 30, 1998, and March 29, 2000 (as supplemented and amended, whether orally or in writing the "Booking Contracts"), and that certain Loan Out Agreement, by and between Tag Team and WWFE, dated as of January 1, 2000;

WHEREAS, the Rock IP (as defined below) was used by Dwayne Johnson in connection with the Services and became associated with Dwayne Johnson in the course of his performance of the professional wrestling and sports entertainment services for WWFE;

WHEREAS, pursuant to the terms of the Booking Contracts, the Rock IP is owned by WWE (as successor-in-interest to WWFE), and WWE has the exclusive right to assign, license, sublicense, reproduce, promote, expose, exploit and otherwise use the Rock IP, subject to the payment of certain royalties to Tag Team and 7 Bucks, an Affiliate of Dwayne Johnson; and

WHEREAS, the TKO Group Parties desire to assign to DJIP right, title and interest in and to the Rock IP, and DJIP desires to accept and receive from the TKO Group Parties such assignment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received by the Parties, the Parties agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

"7 Bucks" has the meaning set forth in the Preamble.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, where for such purpose the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Agreement" has the meaning set forth in the Preamble.

"Arbitrator" has the meaning set forth in Section 7.6(b).

"Assigned Property" has the meaning set forth in Section 2.1.

"Award" has the meaning set forth in Section 7.6(b).

"Booking Contract" has the meaning set forth in the Recitals.

"Business" has the meaning set forth the Recitals.

"Business Day" means any day, other than a Saturday, Sunday or other day on which commercial banks in California are permitted or required to close.

"Claim" means any claim, dispute, action, cause of action, demand, suit, litigation, arbitration, mediation, alternative dispute resolution procedure, prosecution, proceeding, hearing, audit, inquiry, examination or investigation of any nature.

"Claim Notice" has the meaning set forth in Section 7.3.

"Comprehensive Arbitration Rules" has the meaning set forth in Section 7.6(a).

"Contract" means any agreement, arrangement, contract, subcontract, option, warrant, indenture, deed of trust, lease, sublease, license, consensual obligation, binding commitment, concession, franchise, loan, note, bond, mortgage, guarantee, sale or purchase order, undertaking or other legally binding contractual right or obligation (whether written or oral and whether express or implied).

"DJ Indemnatee" has the meaning set forth in Section 7.3.

"DJ Parties" has the meaning set forth in the Preamble.

"DJIP" has the meaning set forth in the Preamble.

"Effective Date" has the meaning set forth in the Preamble.

"Excluded Liabilities" has the meaning set forth in Section 2.3.

"Governing Document" means, with respect to any Person, the certificate or articles of formation, charter, operating agreement, bylaws or other similar organizational or governing instruments of such Person.

"Governmental Entity" means any (a) federal, state, local, municipal, foreign or other government, (b) governmental or quasi-governmental entity of any nature (including any governmental or military agency, branch, department, official, or entity and any court or other tribunal) or (c) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, military, police, regulatory, or taxing authority or power of any nature (including any arbitral tribunal).

"Intellectual Property Rights" means, on a worldwide basis, any and all intellectual property, industrial or proprietary rights (by whatever name or term known or designated) arising under law, equity, contract, license or otherwise, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including, without limitation, any and all (a) trademarks, service marks, logos, trade dress, design rights and any other similar designations and indicia of source, sponsorship, association or origin, together with the goodwill of the business symbolized thereby and associated or connected therewith, and all registrations, applications and renewals for, any of the foregoing ("Trademarks"); (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority and web addresses ("Domain Names"); (c) accounts with Twitter, Facebook, Instagram, YouTube, TikTok, Snapchat and other social media platforms, and URLs, and all account and password information needed to access or control such assets; and (d) all causes of action, including, but not limited, to claims for infringement, misappropriation, dilution, unfair competition or other violations (whether past, present or future) arising from or related to any of the foregoing, including, without limitation, the sole, exclusive and independent right to enforce any and all such causes of action and the right to settle suits and collect damages and proceeds therefrom.

"IP Assignment" means the Intellectual Property Assignment Agreement attached hereto as Exhibit A.

"Law" means any statute, law (including common law), code, ordinance, rule, regulation, decree or other requirement or rule of law enacted, issued, promulgated, enforced or entered by any Governmental Entity.

"Liabilities" or "Liability" means any and all direct or indirect liabilities, obligations, costs, expenses, Claims, losses, damages, taxes, deficiencies or responsibilities, whether known or unknown, accrued or fixed, absolute or contingent, liquidated or unliquidated, choate or inchoate, subordinated or unsubordinated, matured or unmatured, secured or unsecured or determined or determinable, including those arising under any Law or order, under any Contract, or otherwise.

"Lien" means any mortgage, pledge, security interest, lien (statutory or otherwise), charge, claim, option, right of first/last refusal, right of first/last offer, license (whether exclusive or non-

exclusive), attachment, easement, covenant or other right, restriction or encumbrance of any kind, whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future.

"Losses" has the meaning set forth in Section 7.3.

"Party" and "Parties" have the meaning set forth in the Preamble.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity, or any Governmental Entity.

"Rock IP" means any and all Intellectual Property Rights throughout the world at anytime owned by the TKO Group Parties, or any of their respective Affiliates, whether registered or unregistered, relating to (a) the following ring names and taglines: "The Rock", "Rocky Maivia", "Team Corporate", "Rock Nation", "The Nation", "Roody Poo", "Candy Ass", "Jabroni", "If you smell what The Rock is cooking", "The Samoan Sensation", "The Blue Chipper", "The Brahma Bull", "The People's Champion", "The Great One", "Know Your Role and Shut Your Mouth", "Team Bring It", "The Rock Just Bring It", "The People's Elbow", "Rock Bottom", "Finally, The Rock has come back to ...", "It doesn't matter what...", "Blue Hell", "The millions... (and millions)", "Rockpocalypse", "Project Rock" and "The most electrifying man in sports and entertainment", (b) the logos and all other Intellectual Property Rights set forth on Schedule A, (c) all other service marks and trademarks relating to the items in clause (a) and (b) and (c) all other nicknames, caricatures, voice, signature, gestures, routines, costumes or parts of costumes, accessories, crowns, relating to the items in clause (a), (b) or (c).

For the avoidance of doubt, the "Rock IP" does not include any photographic, audio and/or audiovisual footage of Dwayne Johnson embodied in the copyrighted works of WWE, nor does the "Rock IP" include any photographs, audio and/or audiovisual footage of Dwayne Johnson created by WWE in connection with Dwayne Johnson's services under the terms of the Services Agreement.

"Rock Registered IP" has the meaning set forth in Section 4.5.

"Services" has the meaning set forth in the Recitals.

"Services Agreement" means that certain Independent Contractor Services and Merchandising Agreement, by and between 7 Bucks (f/s/o Dwayne Johnson) and WWE, dated as of the date hereof, as may be amended, supplemented, or modified from time to time.

"Subsidiary" means a Person in which either TKO or WWE, as applicable, directly or indirectly own (i) an amount of voting securities, other voting ownership or voting partnership interests which is sufficient to elect at least a majority of the members of the board of directors or other governing body of such Person, or (ii) if there are no such voting interests, more than fifty percent (50%) of the equity interests (on a fully diluted basis) of such Person.

"Tag Team" has the meaning set forth in the Preamble.

"TKO" has the meaning set forth in the Preamble.

"TKO Group Parties" has the meaning set forth in the Preamble.

"WWE" has the meaning set forth in the Preamble.

"WWE" has the meaning set forth in the Preamble.

ARTICLE 2 INTELLECTUAL PROPERTY ASSIGNMENT

Section 2.1 Assignment. WWE, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally assigns, conveys, sells and transfers and agrees to assign, convey, sell, grant and transfer to DJIP, its successors and assigns all right, title and interest of every kind and character throughout the world in and to the Rock IP and all rights (now or hereafter known or devised) under any and all Intellectual Property Rights therein and thereto (collectively, the "Assigned Property"). In furtherance of the foregoing, WWE agrees to execute, and DJIP agrees to file, the IP Assignment with the United States Patent and Trademark Office and any and all other necessary Governmental Entities at DJIP's sole cost and expense. Upon DJIP's request, WWE will (and will cause its Affiliates to) promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of DJIP in and to the Assigned Property in each case, at the sole cost and expense of DJIP.

Section 2.2 Later Acquired or Enlarged Rights. In the event that any of the TKO Group Parties or any of their respective Affiliates hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Property than that assigned hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned to DJIP hereunder as if the TKO Group Parties had possessed them on the Effective Date.

Section 2.3 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, DJIP does not assume pursuant to this Agreement or otherwise any Liability arising out of, resulting from or relating to any Claim or obligation, regardless of when made, asserted, or instituted, arising out of or relating to the TKO Group Parties' ownership, use or management of any Assigned Property prior to the Effective Date (the "Excluded Liabilities"), and all such Excluded Liabilities shall remain with and be borne by the TKO Group Parties.

ARTICLE 3 ACKNOWLEDGMENT OF CONSIDERATION

The Parties hereby acknowledge and agree that each Party will receive substantial economic and non-economic benefits in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE TKO GROUP PARTIES

The TKO Group Parties represent and warrant to the DJ Parties, as of the date hereof that:

Section 4.1 Organization. Each of the TKO Group Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

Section 4.2 Authorization. Each TKO Group Party has the requisite power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of such TKO Group Party, and no other actions on the part of such TKO Group Party are or will be necessary. This Agreement has been duly executed and delivered by such TKO Group Party and constitute a valid, legal and binding agreement of such TKO Group Party, enforceable against such TKO Group Party in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally.

Section 4.3 Title to Assigned Property. The TKO Group Parties have good and valid title to, or the valid and enforceable power and full right to use and transfer to DJIP, the Assigned Property, free and clear of all Liens. This Agreement shall vest in DJIP good and valid title to the Assigned Property, free and clear of all Liens. The Assigned Property constitutes all of the assets, properties, rights, interests and entitlements that are owned by or licensed by the TKO Group Parties and their respective Affiliates in connection with any Rock IP. None of the Assigned Property is jointly owned by any TKO Group Party with any other Person.

Section 4.4 Consents and Approvals; No Violations. No notices to, filings with, or authorizations, consents or approvals of any Person are necessary for the execution, delivery or performance by each of the TKO Group Parties of this Agreement or the consummation by such TKO Group Party of the transactions contemplated hereby. Neither the execution, delivery or performance by the TKO Group Parties of this Agreement nor the consummation by the TKO Group Parties of the transactions contemplated hereby: (a) conflict with or result in any breach of any provision of such TKO Group Party's Governing Documents; (b) violate any Law or order applicable to such TKO Group Party or the Assigned Property; or (c) result in the creation of any Lien upon the Assigned Property.

Section 4.5 Rock IP Ownership. Schedule A contains a true, correct and complete list of: (a) all U.S. and foreign issued patents, patent applications, trademark and service mark registrations, applications for trademark or service mark registrations (or intent to use applications), and registered Domain Names that are owned by or in the name any of the TKO Group Parties or their Affiliates and are related to the Rock IP (collectively, the "Rock Registered IP"), including: (i) for each item that is not a Domain Name, the applicable jurisdiction, recorded owner, application or registration date, application or registration number and status; and (ii) for each item that is a Domain Name, the applicable Domain Name registrar and registrant of record;

and (b) all material unregistered Trademarks and Social Media that are owned by or in the name of any TKO Group Party or any Affiliate of a TKO Group Party and are related to the Rock IP. Each such issuance, registration and application remains valid and binding and has not expired or been terminated, cancelled or abandoned, and all filing, renewal and maintenance fees in respect thereof that are or were due on or before the Effective Date have been paid as of the Effective Date. The Rock Registered IP has been duly registered in, filed in or issued by the United States Patent and Trademark Office, a duly accredited and appropriate Domain Name registrar or the appropriate government offices of other jurisdictions (foreign and domestic).

Section 4.6 Contracts. Except as set forth on Schedule B, none of the TKO Group Parties nor any of their respective Affiliates is party to any Contract relating to the Assigned Property, including any such Contract (a) whereby any TKO Group Party grants to any other Person any license to, or any other rights to or interest in the Assigned Property or (b) that restricts or prohibits any TKO Group Party from freely exploiting any of the Assigned Property anywhere in the world. An accurate, current and complete copy of each Contract set forth on Schedule B has been provided to the DJ Parties prior to the Effective Date. For the avoidance of doubt, any Rock IP embodied in WWE programming is subject to licenses in and to such WWE programming by WWE (the "WWE Programming Licenses") to third parties and this Agreement will not impact the rights granted by WWE in such WWE Programming Licenses; provided, that WWE represents and warrants that no WWE Programming License contains any Lien or other restriction on the Assigned Property or DJIP's right to freely exploit such Assigned Property following the execution of this Agreement.

Section 4.7 Disclaimer of Liabilities; Claims. The Rock IP is being assigned "as is" with all faults and without warranty of any kind, other than the warranties set forth in this Article 4. No TKO Group Party (nor any Affiliate of any TKO Group Party) has received any written notice alleging any such infringement, misappropriation, dilution or other violation. No TKO Group Party is, and no TKO Group Party has been, a party to any Claim (and to the knowledge of the TKO Group Parties, no such Claim has been threatened) that challenges the validity, enforceability, ownership, or right to use, sell, license or exploit any of the Rock IP. To the knowledge of the TKO Group Parties, no Rock IP is subject to any Claim which could reasonably be expected to (a) restrict in any manner the use, transfer or license by any of the TKO Group Parties of any Rock IP; or (b) affect the validity, use or enforceability of any Rock IP.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE DJ PARTIES

The DJ Parties represent and warrant to the TKO Group Parties as of the date hereof that:

Section 5.1 Organization. Each of the DJ Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

Section 5.2 Authorization. Such DJ Party has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated

hereby have been duly authorized by all necessary action on the part of such DJ Party, and no other actions on the part of such DJ Party are or will be necessary. This Agreement has been duly executed and delivered by such DJ Party and constitutes a valid, legal and binding agreement of such DJ Party, enforceable against DJ Party in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally.

Section 5.3 Consents and Approvals; No Violations. No notices to, filings with, or authorizations, consents or approvals of any Person are necessary for the execution, delivery or performance by such DJ Party of this Agreement by such DJ Party or the transactions contemplated hereby. Neither the execution, delivery or performance by such DJ Party of this Agreement nor the consummation by such DJ Party of the transactions contemplated hereby will: (a) conflict with or result in any breach of any provision of such DJ Party's Governing Documents or (b) violate any Law or order applicable to such DJ Party.

ARTICLE 6 ADDITIONAL AGREEMENTS

Section 6.1 Further Assurances; Power of Attorney.

(a) Each of the TKO Group Parties agrees to (and will cause their respective Affiliates to) (i) furnish upon request to DJIP such further information, (ii) execute and deliver to DJIP such other documents, and (iii) do such other acts and things, all as DJIP may request from time to time in writing for the purpose of carrying out the intent of this Agreement and the IP Assignment, including assisting DJIP with updating the chain of title records for the respective Patent and Trademark Offices and domain name registrars in order to evidence a clean and direct chain of title to DJIP, provided that any reasonable out of pocket costs incurred by the TKO Group Parties in relation to the taking of any such actions shall be reimbursed by DJIP. Further, WWE will assign the PROJECT ROCK U.S. application no. 87671569 to DJIP once an amendment to allege use or statement of use has been filed and accepted by the United States Patent and Trademark Office. Each TKO Group Party (on its own behalf and on behalf of its Affiliates) hereby irrevocably constitutes and appoints DJIP as such TKO Group Party's true and lawful attorney-in-fact to take any actions and execute any documents on behalf of such TKO Group Party contemplated by this Section 6.1, which appointment the TKO Group Parties acknowledge is irrevocable and coupled with an interest. Each TKO Group Party hereby ratifies and confirms, on its own behalf and on behalf of its Affiliates, all that DJIP shall do or cause to be done by virtue of this Section 6.1 and the rights and powers herein granted. To the extent that any Party discovers that any asset that was intended to be Assigned Property pursuant to this Agreement was not transferred upon the Effective Date, each Party shall, or shall cause their respective Affiliates to assign and transfer to the applicable Party as promptly as practicable all right, title and interest in such asset as contemplated by the terms of this Agreement.

(b) The TKO Group Parties (i) do not intend to and (ii) shall not (and shall cause their respective Affiliates not to), take any action inconsistent with DJIP's (or its successor's or assignee's) ownership of the Assigned Property.

Section 6.2 Delivery of Records; Access to Information; Record Retention

(a) Upon written request for documentation and/or files, the TKO Group Parties shall, or shall cause their respective representatives to, deliver to DJIP or its representatives copies of all non-privileged records, books, contracts, instruments, documents, correspondence, computer data and other data and information, whether or not in electronic form, relating to the Assigned Property.

(b) The TKO Group Parties shall afford to DJIP and DJIP's Affiliates, accountants, counsel and other representatives access and duplicating rights to information concerning the Assigned Property within the possession or control of the TKO Group Parties or their respective Affiliates and representatives, insofar as the TKO Group Parties cannot deliver such information to DJIP and such access is requested by DJIP, including for financial reporting, accounting matters, preparing financial statements, prosecuting, defending or settling any Claim (including all audits), or preparation, or performing this Agreement and the transactions contemplated hereby.

(c) The TKO Group Parties shall (and shall cause each of their respective Affiliates and representatives to) preserve all information in its and their possession or under their control pertaining to the Assigned Property for at least six (6) years following the Effective Date pursuant to their respective current document retention policies.

Section 6.3 Confidentiality; Public Disclosures. Each Party shall keep confidential, and cause its Affiliates and representatives to keep confidential, all non-public, confidential, proprietary or competitively sensitive information relating to the Assigned Property, except (a) as expressly permitted with the other Party's written consent, (b) disclosures otherwise made in satisfaction of any of the obligations under this Agreement, (c) for information that becomes available to such Party or its Affiliates or representatives on a non-confidential basis, provided, that no such source has provided such information in violation of an obligation of confidentiality owed to the other Party or its Affiliates, (d) as required by Law or administrative process, (e) to the extent disclosure of such information is reasonably necessary to defend or prosecute a Claim or (f) for information that is available to the public on the Effective Date or thereafter becomes available to the public other than as a result of a breach of this Section 6.3. If either Party or any of its representatives or Affiliates (including, with respect to WWE, its Affiliates, which for the avoidance of doubt includes TKO and Endeavor Group Holdings, Inc.) is requested or required by Law, order or regulation (including rules and regulations of the SEC or any applicable securities exchange) to disclose any confidential, non-public, proprietary or competitively sensitive information relating to the Assigned Property, that Party shall (or shall cause such other Persons to), to the extent permitted by Law, promptly provide the other Party with written notice of any such request or requirement so that such Party may seek a protective order or other appropriate remedy. Each Party and their representatives and Affiliates shall cooperate with the other Party in resisting or limiting, as appropriate, the disclosure of such information via a protective order or other appropriate legal action, and shall not make disclosure pursuant thereto (if possible) until the other Party has had a reasonable opportunity to resist or limit such disclosure, unless they are ordered otherwise pursuant to an order of a court of competent jurisdiction. Except as otherwise agreed by the Parties, and except as required by applicable Law, Governmental Entity or the rules and regulations of any applicable stock exchange, in which event the Parties shall consult with each other in advance and provide the non-disclosing party a reasonable opportunity to review and comment thereon, no press release or other public announcement, statement or comment relating

to the transactions contemplated by this Agreement shall be issued, made or permitted to be issued or made by any Party or any of its Affiliates or representatives without the prior written consent of the other Parties.

Section 6.4 Right of First Negotiation. If, during the ten (10) year period following the expiration or earlier termination of the Term (as defined in the Services Agreement), DJIP desires to make an outright assignment (excluding, for the avoidance of doubt, hypothecations or the granting of Liens and/or the granting of one or more licenses) for (i) the "ROCK" Trademark; or (ii) all or substantially all of the Rock IP and the Intellectual Property Rights associated therewith (the "ROFN IP") to a third party that is not an Affiliate of the DJ Parties or their respective Affiliates, so long as WWE is still actively engaged in the Business and is not then nor has it or its Affiliates ever been in material uncured breach of this Agreement or the Services Agreement, DJIP shall first deliver a written notice to WWE setting forth a description of the ROFN IP. Thereafter, WWE and DJIP shall, for a period of [***] days following the delivery of such notice (the "Negotiation Period"), negotiate in good faith regarding the possible acquisition of the ROFN IP by WWE on terms and conditions acceptable to both parties in their sole discretion. If WWE and DJIP are not able to reach an agreement for any reason on terms and conditions pursuant to which DJIP would be willing to assign the ROFN IP to WWE within the Negotiation Period, or if WWE indicates in writing during the Negotiation Period that it does not wish to exercise its negotiation rights under this Section 6.4 with respect to the ROFN IP, DJIP shall then be free to negotiate with and assign the ROFN IP to any third party assignee without any further obligation to WWE.

ARTICLE 7 MISCELLANEOUS

Section 7.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, including the Booking Contracts; provided, that the surviving obligations under the Booking Contracts of WWE and its Affiliates including the obligation to pay royalties to any of the DJ Parties and any of their respective Affiliates with respect to the specific products manufactured, marketed and distributed by or on behalf of the TKO Group Parties as of the date hereof and their respective Affiliates in connection with the Business are and will remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

Section 7.2 Assignment; Successors and Assigns. The TKO Group Parties shall not assign this Agreement, or any rights or obligations thereunder (whether by operation of law, merger, consolidation or otherwise), without the prior written consent of DJIP, which may be withheld in DJIP's sole discretion, provided that notwithstanding the foregoing, the TKO Group Parties shall have the right to assign this Agreement to their respective Subsidiaries and/or in connection with a bona fide corporate restructuring of the TKO Group Parties so long as (a) any such assignee of a TKO Group Party expressly assumes the obligations of such TKO Group Party under this Agreement in writing; provided, however, that no such assignment shall release the TKO Group Parties from their obligations under this Agreement. Subject to Section 6.4, the DJ Parties shall be entitled to assign or transfer this Agreement, in whole or in part, to any Person; provided, however, that for a period of [***] commencing as of the Effective Date, [***]. This

Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 7.3 Indemnification. The TKO Group Parties shall indemnify and hold harmless the DJ Parties and their respective officers, directors, managers, employees, equity holders, Affiliates, agents and representatives, and each of the heirs, executors, successors and assigns of any of the foregoing (each a “DJ Indemnitee”) from (without duplication) any damages, losses, Liabilities, diminution in value, claims of any kind, demands, settlements, judgments, awards, obligations, fines, penalties, costs, interest or expenses (including reasonable attorneys’ fees and expenses) (collectively, “Losses”) suffered or incurred by any of them, caused by, arising out of or relating to, a third party that is not a DJ Indemnitee (a “Third-Party Claim”), that arise out of, relate to or result from: (a) any actual or alleged breach of, or inaccuracy in, any representation or warranty contained in Article 4 or (b) any Excluded Liability. Any DJ Indemnitee seeking indemnification shall give the TKO Group Parties prompt written notice of any claim for indemnity (a “Claim Notice”); provided, however, that failure to give such prompt notice shall not relieve the TKO Group Parties of its obligation to provide indemnification hereunder, except if and to the extent that the TKO Group Parties are actually and materially prejudiced thereby. Once the TKO Group Parties confirm in writing to the DJ Indemnitee that it is prepared to assume their indemnification obligations hereunder without reservation of any kind, the TKO Group Parties shall have the right to control the defense of the claim, at their own cost and expense with counsel (identity and terms of engagement) reasonably approved by the DJ Indemnitee; provided, however, that the DJ Indemnitee shall have the right to be represented by its own counsel at its own cost and expense in such matters. Notwithstanding the foregoing the TKO Group Parties shall not settle or dispose of any such matter without the prior written consent of the DJ Indemnitee, which consent the DJ Indemnitee may withhold in its sole discretion. If the TKO Group Parties have not assumed their indemnification obligations within ten (10) Business Days of receiving the Claim Notice, then the DJ Indemnitee may defend against such matter and control the defense of such Third-Party Claim at the sole cost and expense of the TKO Group Parties; provided, however, that the DJ Indemnitee shall not settle or dispose of any such matter in any manner which would require the TKO Group Parties to make any admission or to take any action without the prior written consent of the TKO Group Parties, which shall not be unreasonably withheld, delayed or conditioned. The Parties shall cooperate in the defense of any Third-Party Claim in respect of which indemnity may be sought hereunder, such cooperating to include furnishing records, information and testimony, attending such conferences and proceedings, in each case, as may be reasonably requested in connection therewith. Neither the TKO Group Parties, nor any of their Affiliates, employees or agents (as applicable) shall have any right of contribution, right of indemnity or other right or remedy against the DJ Parties or any other Person who owns or controls the Assigned Property after the Effective Date in connection with any indemnification obligation or any other Liability to which it may become subject under or in connection with this Agreement, it being understood and agreed that the representations, warranties, covenants and agreements of the TKO Group Parties are solely for the benefit of the DJ Parties and the DJ Indemnitees. The indemnification obligations of the TKO Group Parties pursuant to this Section 7.3 are in addition to, and not in derogation of, any statutory, equitable, common law, equitable or other remedy of the DJ Parties at law, in equity, or otherwise with respect to Losses resulting from, arising out of, or caused by the breach of this Agreement by the TKO Group Parties.

Section 7.4 Notices. Any notice or other communication under this Agreement must be given in writing and be (a) delivered in person, (b) transmitted by email, or (c) sent by overnight of second day courier, postage prepaid, as follows:

If to the DJ Parties:

DJIP, LLC
9100 Wilshire Blvd., #1000W
Beverly Hills, CA 90212
Attention: Howard Altman
Email:

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Attention: Matthew C. Thompson; Emily Zipperstein
Email:

If to WWE or TKO:

World Wrestling Entertainment, LLC
707 Washington Blvd.
Stamford, CT 06901
Attention: EVP, Chief Legal Officer
Email:

with a copy (which shall not constitute notice) to:

1271 Avenue of the Americas
New York, NY 10020
Attn: Justin G. Hamill and Michael V. Anastasio
Email:

or to such other address or to such other person as the applicable Party shall have last designated by such notice to the other Parties. Each such notice or other communication shall be effective (i) if given by email, when transmitted to the applicable email address or, if transmitted after 5:00 p.m. local time on a Business Day in the jurisdiction to which such notice is sent or at any time on a day that is not a Business Day in the jurisdiction to which such notice is sent, then on the immediately following Business Day; provided in either case that no automatic response notice is received to the effect that such transmission failed, (ii) if given by mail, on the first Business Day in the jurisdiction to which such notice is sent following the date five (5) days after such communication is deposited in the mail with first class or airmail, as appropriate, postage prepaid, addressed as aforesaid (iii) one (1) Business Day after being deposited with an overnight courier service (costs prepaid) specifying next Business Day delivery, with written verification of receipt or (iv) if given by any other means, on the Business Day when actually received at such address

or, if not received on a Business Day, on the Business Day immediately following such actual receipt (or when delivery is refused).

Section 7.5 Governing Law. This Agreement and the legal relations between and among the Parties with respect thereto shall be governed by and construed in accordance with the Laws of the State of California without giving effect to any Law that would cause the Laws of any jurisdiction other than the State of California to be applied.

Section 7.6 Dispute Resolution. Any dispute among the Parties arising out of or relating to this Agreement (including the arbitrability of any such dispute) will be resolved in accordance with the procedures specified in this Section 7.6, which shall be the sole and exclusive procedures for the resolution of any such disputes.

(a) Any controversy, dispute or claim between or involving the Parties or arising out of or relating to this Agreement ("Dispute") will be settled by a confidential, final and binding arbitration in accordance with JAMS in Los Angeles, California and administered by the Los Angeles, California office of JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "Comprehensive Arbitration Rules") in effect at the time the arbitration is commenced. The Parties further agree that any controversy, dispute or claim about the enforceability of this Section 7.6 or whether a Dispute is subject to this Section 7.6, shall be resolved by arbitration. The obligation to arbitrate survives this Agreement.

(b) The Parties desire and agree that any arbitration proceedings shall be conducted before one arbitrator to be selected pursuant to the Comprehensive Arbitration Rules (the "Arbitrator") as expeditiously as possible and acknowledge that expeditious arbitration is in the interest of the Parties. The Parties agree that the arbitration must be concluded, including the rendering of any award by the Arbitrator (the "Award"), not more than ninety (90) days following selection of the Arbitrator. The Parties further agree that the Arbitrator shall have the authority to impose any interim deadlines, including shortening any deadlines provided in the Comprehensive Arbitration Rules, to ensure that this ninety (90) day deadline is met. The Arbitrator must agree to the foregoing ninety (90) day deadline before accepting appointment. Failure to meet the ninety (90) day deadline, however, will not render the Award invalid, unenforceable or subject to being vacated. However, the Parties may mutually agree to modify the ninety (90) day deadline and, if they do so, the Arbitrator shall accommodate such Parties' mutual agreement. The Arbitrator shall have no power to alter or disregard any express language in this Agreement and may not reform this Agreement under equitable or other principles. The Parties will be responsible for their own legal fees, costs and expenses incurred during or in connection with the arbitration; provided, however, that the Arbitrator shall award the prevailing party in such arbitration its reasonable outside attorneys' fees, costs and necessary disbursements. The prevailing party shall also be entitled to recover its reasonable attorneys' fees and costs in connection with any court proceeding instituted to enforce any arbitration Award.

(c) The Parties hereto shall maintain the confidential nature of the arbitration proceeding and the arbitration award, except as may be necessary in connection with a court application for a provisional or preliminary remedy, a court action to challenge or enforce the Award, or as otherwise required by Law or judicial decision. The Parties further agree that the

Arbitrator shall render the Award in writing and explain the decision which, to the extent possible, shall not include confidential information.

(d) If either Party fails or refuses to pay its share of any fees due to or advances or deposits requested by either JAMS or the Arbitrator, then the Arbitrator shall enter a default award against such party refusing to or failing to pay its share of fees or advances. The Arbitrator shall determine the damages and other relief awarded in the default award based on written declarations and written evidence submitted by the Party that is not default. If any provision of this arbitration clause is rendered inoperative, unenforceable, or illegal by operation of law or otherwise, then all other provisions in this arbitration clause contained herein shall remain in full force and effect, and in such cases the principle of severability shall govern.

(e) The Parties waive to the fullest extent permitted by law any rights to appeal or to review of the Award by any court or tribunal.

(f) For the avoidance of doubt, in the event of a conflict between this Section 7.6 and the Comprehensive Arbitration Rules, this Section 7.6 controls.

Section 7.7 Equitable Relief.

(a) Notwithstanding Section 7.6, in the event of a breach or threatened breach by the TKO Group Parties or the DJ Parties of a provision of this Agreement, the TKO Group Parties and the DJ Parties hereby consent and agree (on their own behalf and on behalf of their respective Affiliates) that the other non-breaching Party may seek and obtain, in addition to other available remedies, injunctive or other equitable relief from the Arbitrator or, at the respective Parties' election, any court of competent jurisdiction without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without necessity of posting any bond or other security. The Parties understand that any breach or threatened breach of this Agreement will cause irreparable injury to the non-breaching Party and that money damages will not provide an adequate remedy therefor, and hereby consent to the issuance of an injunction or other equitable relief.

Section 7.8 Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

Section 7.9 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated hereby.

Section 7.10 Construction; Interpretation. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Where specific language is used to clarify by example a general statement contained herein (such as by using the word "including"), such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall

include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Any agreement referred to herein shall include reference to all exhibits, schedules and other documents attached thereto. The words "include," "including" and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words "without limitation." The term "ordinary course of business" shall be deemed to mean "the ordinary course of business consistent with past customs and practices". The term "or" shall be deemed to mean "and/or". Each Party acknowledges that it has been represented by counsel during the negotiation and execution of this Agreement and, therefore, waives the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. Each provision contained in this Agreement will have independent significance regardless of whether a separate provision addresses the same subject matter with more or less specificity.

Section 7.11Severability. If any provision of this Agreements, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

Section 7.12Amendment. This Agreement shall not be amended, changed or modified, in whole or in part, except by supplemental agreement signed by the TKO Group Parties, on the one hand, and DJIP (on behalf of the DJ Parties), on the other hand. Any Party may waive compliance by any other Party with any of the covenants or conditions of this Agreement, but no waiver shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Any consent under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 7.13No Third Party Beneficiaries. This Agreement is not intended to confer any rights or remedies hereunder upon, and shall not be enforceable by, any Person other than the Parties and, with respect to the provisions of Section 7.3, each DJ Indemnatee.

Section 7.14Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or any amendment hereto or thereto and of signature pages by electronic mail transmission in PDF (or similar format) shall constitute effective execution and delivery of such instrument as to the Parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the Parties transmitted by e-mail transmission in PDF (or similar format) shall be deemed to be their original signatures for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the date first written above.

DJIP:

DJIP, LLC

By: /s/ Dwayne Johnson
Name: Dwayne Johnson
Title: Manager

TAG TEAM:

TAG-TEAM ENTERPRISES, INC.

By: /s/ Dwayne Johnson
Name: Dwayne Johnson
Title: Director

7 BUCKS:

7 BUCKS ENTERTAINMENT, INC.

By: /s/ Dwayne Johnson
Name: Dwayne Johnson
Title: Director

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the date first written above.

WWE:

WORLD WRESTLING ENTERTAINMENT, LLC

By: /s/ Nick Khan
Name: Nick Khan
Title: President

TKO:

TKO GROUP HOLDINGS, INC.

By: /s/ Andrew Schleimer
Name: Andrew Schleimer
Title: CFO

[Signature Page to IP Assignment Agreement]

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Certain identified information denoted with [***] has been excluded from the exhibit because such information both (i) is not material and (ii) is the type that the registrant treats as private or confidential.

**TKO GROUP HOLDINGS, INC.
2023 INCENTIVE AWARD PLAN**

**RESTRICTED STOCK UNIT GRANT NOTICE AND
RESTRICTED STOCK UNIT AWARD AGREEMENT**

TKO Group Holdings, Inc., a Delaware corporation (the “Company”), pursuant to its 2023 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (the “Participant”) the restricted stock units (“RSUs”) set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the “Grant Notice”), the Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the “Agreement”) and the Plan, each of which is incorporated herein by reference. Reference is also hereby made to that certain Independent Contractor Services and Merchandising Agreement, by and among World Wrestling Entertainment, LLC, a Subsidiary of the Company (“WWE”), 7 Bucks Entertainment, Inc. (f/s/o the Participant), DJIP, LLC and Tag-Team Enterprises, Inc., dated as of the Date of Grant (as amended, modified, supplemented or restated in accordance with the terms therewith, the “Services Agreement”). Capitalized terms not defined in this Grant Notice shall have the meanings given to them in the Plan.

Participant: Dwayne Johnson
Date of Grant: January 22, 2024 (the “Date of Grant”)
Total Number of RSUs: 386,231 (each of which shall entitle the Participant to one share of Common Stock in accordance with the Grant Notice and Agreement)
Vesting Schedule: Except as otherwise set forth in the Agreement, the RSUs shall vest in installments on each of the dates as set forth below:

Vest Date	Vest Quantity
Date of Grant	96,558
[***]	96,558
December 31, 2024	96,557
January 31, 2025	8,047
February 28, 2025	8,046
March 31, 2025	8,047
April 30, 2025	8,046
May 31, 2025	8,047
June 30, 2025	8,046
July 31, 2025	8,047
August 31, 2025	8,046
September 30, 2025	8,047
October 31, 2025	8,046

November 30, 2025	8,047
December 31, 2025	8,046

Notwithstanding the foregoing: [***].

Once vested, except as set forth in Section 7 of the Agreement, all of the RSUs are irrevocable and not subject to divestiture or other forfeiture.

By accepting the RSUs, the Participant agrees that he has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting the RSUs and fully understands all provisions of the Grant Notice, the Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all good faith decisions or interpretations of the Administrator upon any questions or other matters arising under the Plan, the Grant Notice or the Agreement (subject in all instances to the terms of the Grant Notice and the Agreement). This Grant Notice may be executed in one or more counterparts (including via facsimile, electronic image scan (pdf) or electronic signature or other online acceptance procedure), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Notwithstanding anything to the contrary, unless the Participant rejects this award of RSUs in writing at any time beginning as of (A) the Date of Grant and (B) the date on which this Grant Notice is made available to the Participant through the Company's stock plan administration service, until the close of trading on the New York Stock Exchange on the second trading day thereafter (such period, including the Date of Grant, the "Acceptance Period"), the Participant shall be deemed to have accepted and executed this Grant Notice immediately prior to the expiration of the Acceptance Period.

[Signature Page(s) Follow]

TKO GROUP HOLDINGS, INC.

PARTICIPANT

By: /s/ Andrew Schleimer
Print Name: Andrew Schleimer
Title: CFO

By: /s/ Dwayne Johnson
Print Name: Dwayne Johnson

[Signature Page to Restricted Stock Unit Grant Notice]

EXHIBIT A TO THE RESTRICTED STOCK UNIT GRANT NOTICE

RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted the Participant RSUs under the Plan as set forth in the Grant Notice on the Date of Grant set forth in the Grant Notice. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to such terms in the Grant Notice or, if not defined in the Grant Notice, the Plan.

1. Grant of Restricted Stock Units.

(a) Grant. The Company hereby grants to the Participant the number of RSUs set forth on the Grant Notice, on the terms and subject to the conditions set forth in the Grant Notice, this Agreement and the Plan. The RSUs shall vest in accordance the terms and conditions set forth in the Grant Notice, the Services Agreement and this Agreement. The RSUs shall be credited to a separate book-entry account maintained for the Participant on the books of the Company.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. This Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Administrator from time to time pursuant to the Plan with the prior written consent of the Participant. The Administrator shall have authority to interpret and construe the Plan, this Agreement and the Grant Notice, and to make any determinations under them, in respect of any questions or other matters arising under the Plan, this Agreement or the Grant Notice. The Participant hereby agrees to accept as binding, conclusive and final all good faith decisions or interpretations of the Administrator upon any questions or other matters arising under the Plan, the Grant Notice or the Agreement (subject in all instances to the terms of this Agreement and the Grant Notice). The Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan subject to the terms of this Agreement and the Grant Notice.

2. **Settlement.** Each RSU shall be settled within thirty (30) days following the date of vesting as set forth in the Grant Notice in shares of Common Stock. Unless and until the RSUs have vested, the Participant will have no right to the payment of any shares of Common Stock subject thereto.

3. **[Intentionally Omitted].**

4. **Adjustments.** Subject to the mandatory acceleration events in the Grant Notice, the Administrator may also elect to accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. The Participant acknowledges that the RSUs and the shares of Common Stock subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Sections 9, 11, 12, 13, 14 and 15 of the Plan.

5. **Rights as a Stockholder.** Neither the Participant nor any Person claiming under or through the Participant shall be deemed for any purpose to be the owner of any shares of Common Stock underlying the RSUs unless, until and to the extent that (a) the Company shall have issued and delivered to the Participant the shares of Common Stock underlying the RSUs and (b) the Participant's name shall have been entered as a stockholder of record with respect to such shares of Common Stock on the books of the Company. The Company shall cause the actions described in clauses (a) and (b) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

6. Compliance with Legal Requirements.

(a) Generally. The granting and settlement of the RSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable U.S. federal, state and local laws, rules and regulations, all applicable non-U.S. laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Participant agrees to take all steps that the Administrator or the Company determines in good faith are reasonably necessary and consistent herewith to comply with all applicable provisions of U.S. federal and state securities law and non-U.S. securities law in exercising the Participant's rights under this Agreement.

(b) Tax Withholding.

(i) *In general.* Vesting and settlement of the RSUs shall be subject to the Participant's satisfying any applicable U.S. federal, state and local tax withholding obligations and non-U.S. tax withholding obligations, if any. The Company shall have the right and is hereby authorized to withhold from any compensation or other amounts owing to the Participant in connection with the RSUs or otherwise the amount (in cash, Common Stock, other securities or other property) of any applicable withholding taxes in respect of the RSUs, their settlement or any payment or transfer of the RSUs or under the Plan and to take any such other action as the Administrator reasonably deems necessary to satisfy all obligations for the payment of such withholding taxes, in each cash, in accordance with the Plan. Without limiting the foregoing, payment of the applicable tax withholding obligations with respect to the RSUs may be by any of the following, or a combination thereof, as reasonably determined by the Administrator:

- (A) In cash or by check; or
- (B) by such other method as elected by the Participant and that the Administrator may permit, in its reasonable discretion, including without limitation: (x) in the form of other property having a Fair Market Value equal to all applicable withholding taxes; or (y) by means of a "net settlement" procedure effected by withholding the minimum number of shares of Common Stock otherwise deliverable that are needed to pay all applicable withholding taxes.

(ii) Notwithstanding Section 6(b)(i), unless the Administrator otherwise reasonably determines or otherwise limited by applicable law, (A) the Company shall withhold, or cause to be withheld, shares of Common Stock otherwise issuable under this Agreement in satisfaction of any applicable tax withholding obligations and (B) the applicable tax withholding obligation will be determined based on the applicable statutory individual tax withholding rate permitted under the rules of the applicable taxing authority for tax withholding attributable to the underlying transaction; *provided, however*, that (x) in no event shall the applicable withholding rate exceed the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America); and (y) the number of shares of Common Stock tendered or withheld, if applicable, shall be rounded up to the nearest whole share sufficient to cover the applicable tax withholding obligation, to the extent rounding up to the nearest whole share does not result in the liability classification of the RSUs under generally accepted accounting principles.

(iii) Notwithstanding the foregoing, the Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any of its

Affiliates takes with respect to any tax withholding obligations that arise in connection with the RSUs, and such liability and responsibility will not be affected by any Transfer of the RSUs in accordance with Section 8(a) below. Neither the Company or any of its Affiliates makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or settlement of the RSUs or the subsequent sale of shares of Common Stock. The Company or any Affiliate does not commit and are under no obligation to structure the RSUs to reduce or eliminate the Participant's tax, insider trading or other liability.

7. **Clawback.** Solely to the extent required by applicable law or the rules and regulations of the NYSE or any other securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted (as may be amended from time to time), the RSUs shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement). For the avoidance of doubt, the Company agrees that the RSUs are not "incentive-based compensation" under the rules and regulations of the NYSE as in effect on the Date of Grant.

8. Miscellaneous.

(a) Transferability. The RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a "Transfer") by the Participant other than as part of a Permitted Transfer. Notwithstanding anything in the Plan to the contrary, for purposes of this Agreement, a "Permitted Transfer" means a Transfer by the Participant (i) to an Affiliate (as defined in the Services Agreement) of the Participant controlled by the Participant, (ii) by will or by the laws of descent and distribution, (iii) pursuant to a DRO, and/or (iv) to any estate planning vehicle or for any estate planning purpose, including, without limitation, to (A) any Immediate Family Members of the Participant, (B) any trust that has been established for estate planning purposes so long as the Participant has at all times the right to control such trust, and (C) to a partnership or limited liability company whose only partners or shareholders are at all times the Participant and the Participant's Immediate Family Members, in each case, to the extent not prohibited by applicable law. Any attempted Transfer of the RSUs contrary to the provisions hereof (including any Transfer prohibited by applicable law), and the levy of any execution, attachment or similar process upon the RSUs, shall be null and void and without effect. The Company will not be required to (i) reflect on its books any Transfer of RSUs in violation of this Agreement or (ii) treat as owner of RSUs any purchaser or other transferee receiving RSUs in such Transfer.

(b) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Administrator. Any right of the Participant contained in this Agreement may be waived in writing only by the Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) Section 409A. The RSUs are intended to be exempt from, or compliant with, Section 409A of the Code and shall be interpreted accordingly and each payment hereunder shall be considered a separate payment for purposes of Section 409A of the Code. Further, for the avoidance of doubt, the treatment or interpretation of the RSUs (or any other restricted stock units granted under the Plan) for purposes of Section 409A of the Code shall in no way affect the treatment or interpretation of any other restricted stock units granted under the Plan or otherwise. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the Plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Administrator may, in its sole discretion and without the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes,

interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 8(c) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the RSUs will not be subject to interest and penalties under Section 409A of the Code.

(d) Notices. Any notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by pdf/email or overnight courier, or by postage-paid first-class mail. Notices sent by mail shall be deemed received three business days after mailing but in no event later than the date of actual receipt. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, to the attention of the Chief Legal Officer at the Company's principal executive office.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Rights to Employment, Directorship or Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or any of its Affiliates or shall interfere with or restrict in any way the rights of the Company or any of its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever, subject to the terms and conditions any written agreement now existing or hereafter entered into between the Company of a Subsidiary and the Participant including the Services Agreement.

(g) Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs.

(h) Fractional Shares. In lieu of issuing a fraction of a share of Common Stock resulting from adjustment of the RSUs pursuant to Section 9 or Section 12 of the Plan or otherwise, the Company shall be entitled to pay to the Participant an amount in cash equal to the Fair Market Value of such fractional share.

(i) Beneficiary. The Participant may appoint any individual or legal entity in writing as his beneficiary to receive any shares of Common Stock in respect of the RSUs (to the extent not previously terminated or forfeited) under this Agreement upon the Participant's death or becoming subject to a Disability (as defined in the Services Agreement). The Participant may revoke his designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Participant must complete the designation of a beneficiary or revocation of a beneficiary by written notice (in the Company's applicable form) to the Company under Section 8(d) hereof before the date of the Participant's death. In the absence of a beneficiary designation, the Participant's beneficiary shall be his spouse (or domestic partner if such status is recognized by the Company and in such jurisdiction), or if the Participant is otherwise unmarried at the time of death, his estate.

(j) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(k) Entire Agreement. This Agreement, the Grant Notice and the Plan, together with any Rule 10b5-1 instruction or plan by the Participant in effect from time to time that covers the restricted stock units granted hereby, contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto; provided that nothing herein or therein modifies or otherwise affects the Participant's rights and obligations under the Services Agreement. No change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without consent under the Plan subject in all instances to the terms hereof.

(l) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(m) Dispute Resolution. All disputes arising out of or in any way connected with the Plan, the Grant Notice, this Agreement or the RSUs shall be solely and finally settled in accordance with the dispute resolution provisions of Section 15(b) of the Services Agreement, which provisions are incorporated herein by reference and made a part hereof *mutatis mutandis*.

(n) 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 OR THE TRANSACTIONS CONTEMPLATED HEREUNDER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(o) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(p) Electronic Signature and Delivery. By accepting this Agreement, the Participant consents to the electronic delivery of prospectuses, annual reports and other information required to be delivered by U.S. Securities and Exchange Commission rules (which consent may be revoked in writing by the Participant at any time upon three business days' notice to the Company, in which case subsequent prospectuses, annual reports and other information will be delivered in hard copy to the Participant). Without limiting the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Remainder of page intentionally blank]

Subsidiaries of TKO Group Holdings, Inc.

Pursuant to Item 601(b)(21) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act"), we have omitted certain subsidiaries which, considered in the aggregate as a single subsidiary, would not constitute a "significant subsidiary" (as defined in Rule 1-02(w) of Regulation S-X under the Securities Act).

Legal Name	State or Other Jurisdiction of Incorporation or Organization
DWTNCS, LLC	Nevada
Event Services, LLC	Delaware
Forza, LLC	Nevada
TKO Operating Company, LLC	Delaware
TKO Worldwide, LLC	Delaware
TSI Realty, LLC	Delaware
UFC Holdings, LLC	Delaware
Ultimate Fighting Productions International, LLC	Nevada
Ultimate Fighting Productions, LLC	Nevada
WEC Holdings, LLC	Delaware
World Wrestling Entertainment, LLC	Delaware
WWE Jet Services, LLC	Delaware
WWE Properties International, LLC	Delaware
WWE Studios LLC	Delaware
Zuffa Australia, LLC	Nevada
Zuffa Brazil, LLC	Nevada
Zuffa Canada Productions, ULC	Canada
Zuffa Canada, LLC	Nevada
Zuffa Deportes Mexico, S. de R.L. de C.V.	Mexico
Zuffa EA LTD	United Arab Emirates
Zuffa Eventos Esportivos Brasil Ltda.	Brazil
Zuffa Guarantor, LLC	Delaware
Zuffa Interactive Investor, LLC	Nevada
Zuffa International, LLC	Nevada
Zuffa Ireland, LLC	Nevada
Zuffa Marketing, LLC	Nevada
Zuffa Music, LLC	Nevada
Zuffa Singapore Pte. Ltd	Singapore
Zuffa Sports & Culture Development (Beijing), Ltd.	China
Zuffa Sports & Culture Development (Shanghai) Co., LTD	China
Zuffa UK, Ltd	United Kingdom
Zuffa Zen, LLC	Nevada
Zuffa, LLC	Nevada

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333- 274480 on Form S-8 of our report dated February 27, 2024, relating to the financial statements of TKO Group Holdings, Inc. appearing in this Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ Deloitte & Touche, LLP

New York, NY
February 27, 2024

CERTIFICATIONS

I, Ariel Emanuel, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended December 31, 2023 of TKO Group Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(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)) 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) [Omitted];
 - 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.

Dated: February 27, 2024

By: /s/ ARIEL EMANUEL
Ariel Emanuel
Executive Chairman and Chief Executive Officer
(principal executive officer)

CERTIFICATIONS

I, Andrew Schleimer, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended December 31, 2023 of TKO Group Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(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)) 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) [Omitted];
 - 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.

Dated: February 27, 2024

By: /s/ ANDREW SCHLEIMER

Andrew Schleimer
Chief Financial Officer
(principal financial officer)

**CERTIFICATION 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 Annual Report of TKO Group Holdings, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2023 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 as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 27, 2024

By: /s/ ARIEL EMANUEL
Ariel Emanuel
Executive Chairman and Chief Executive Officer
(principal executive officer)

**CERTIFICATION 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 Annual Report of TKO Group Holdings, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2023 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 as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 27, 2024

By: /s/ ANDREW SCHLEIMER

Andrew Schleimer
Chief Financial Officer
(principal financial officer)

**TKO GROUP HOLDINGS, INC. POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED
COMPENSATION
(EXECUTIVE OFFICERS)**

TKO Group Holdings, Inc. (the "**Company**") has adopted this Policy for Recovery of Erroneously Awarded Compensation (the "**Policy**"), effective as of October 2, 2023 (the "**Effective Date**"). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.

1. Persons Subject to Policy

This Policy shall apply to current and former Executive Officers of the Company. Each Executive Officer shall be required to sign an acknowledgment, whether electronic, written or other form (as determined by the Committee), pursuant to which such Executive Officer will agree to be bound by the terms of, and comply with, this Policy; however, any Executive Officer's failure to sign any such acknowledgment shall not negate the application of this Policy to the Executive Officer.

2. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is "received" shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is "received" in the Company's fiscal period during which the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

3. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Executive Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person's right to voluntarily terminate employment for "good reason," or due to a "constructive termination" (or any similar term of like effect) under any plan, program or policy of or agreement with any member of the Company Group.

4. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by any member of the Company Group of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by any member of the Company Group to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Other Recovery Arrangements, the amount of Erroneously Awarded Compensation

already recovered from the recipient of such Erroneously Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person to the extent permitted by applicable law, including the Applicable Rules.

5. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board of Directors of the Company (the "**Board**") may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the "Committee" shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company, TKO Operating Company, LLC and their subsidiaries, and their respective equityholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

6. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith.

7. No Indemnification; No Liability

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person's potential obligations under this Policy. None of the Company Group or any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.

8. Application; Enforceability

Except as otherwise determined by the Committee or the Board or as specifically set forth herein, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of any member of the Company Group, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of any member of the Company Group or required under applicable law (the "**Other Recovery Arrangements**").

The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company Group.

9. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any

limitations required under applicable law.

10. Amendment and Termination

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.

11. Definitions

"Applicable Rules" means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company's securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company's securities are listed.

"Committee" means the Board or a committee of the Board delegated authority by the Board to administer this Policy, provided that, notwithstanding the foregoing, solely to the extent required by the Applicable Rules, the "Committee" shall be the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

"Company Group" means the Company, TKO Operating Company, LLC and each of their respective affiliates.

"Erroneously Awarded Compensation" means the amount of Incentive-Based Compensation received by a current or former Executive Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Executive Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

"Financial Reporting Measure" means any measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock or share price and total equityholder return.

"GAAP" means United States generally accepted accounting principles.

"IFRS" means international financial reporting standards as adopted by the International Accounting Standards Board.

"Impracticable" means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company (i) has made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii)

provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company's home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

"Incentive-Based Compensation" means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Executive Officer; (b) who served as an Executive Officer at any time during the performance period for that compensation; (c) while the Company has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

"Restatement" means an accounting restatement to correct the Company's material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"Three-Year Period" means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The "Three-Year Period" also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.
