

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

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

For the Quarterly Period Ended March 31, 2024

Or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 001-34148



Match Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware

59-2712887

(State or other jurisdiction of  
incorporation or organization)

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

8750 North Central Expressway , Suite 1400 , Dallas , Texas 75231

(Address of registrant's principal executive offices)

(214) 576-9352

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of exchange on which registered
Common Stock, par value \$0.001	MTCH	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T 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  Non-accelerated filer  Smaller reporting company  Emerging growth company

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

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

As of May 3, 2024, there were 265,668,115 shares of common stock outstanding.

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**PART I**  
**FINANCIAL INFORMATION**

**Item 1. Consolidated Financial Statements**

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEET (Unaudited)**

	<b>March 31, 2024</b>	<b>December 31, 2023</b>
	(In thousands, except share data)	
<b>ASSETS</b>		
Cash and cash equivalents	\$ 914,929	\$ 862,440
Short-term investments	5,938	6,200
Accounts receivable, net of allowance of \$ 603 and \$ 603 , respectively	225,129	298,648
Other current assets	103,879	104,023
Total current assets	1,249,875	1,271,311
Property and equipment, net of accumulated depreciation and amortization of \$ 262,841 and \$ 249,223 , respectively	187,749	194,525
Goodwill	2,286,283	2,342,612
Intangible assets, net of accumulated amortization of \$ 127,200 and \$ 121,489 , respectively	287,527	305,746
Deferred income taxes	249,660	259,803
Other non-current assets	142,359	133,889
<b>TOTAL ASSETS</b>	<b>\$ 4,403,453</b>	<b>\$ 4,507,886</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 21,193	\$ 13,187
Deferred revenue	198,543	211,282
Accrued expenses and other current liabilities	299,154	307,299
Total current liabilities	518,890	531,768
Long-term debt, net	3,843,901	3,842,242
Income taxes payable	24,658	24,860
Deferred income taxes	22,072	26,302
Other long-term liabilities	101,604	101,787
Commitments and contingencies		
<b>SHAREHOLDERS' EQUITY</b>		
Common stock; \$ 0.001 par value; authorized 1,600,000,000 shares; 291,894,753 and 289,631,352 shares issued; and 265,536,852 and 268,890,470 outstanding at March 31, 2024 and December 31, 2023, respectively	292	290
Additional paid-in capital	8,585,987	8,529,200
Retained deficit	( 7,007,831 )	( 7,131,029 )
Accumulated other comprehensive loss	( 454,933 )	( 385,471 )
Treasury stock; 26,357,901 and 20,740,882 shares, respectively	( 1,231,325 )	( 1,032,538 )
Total Match Group, Inc. shareholders' equity	( 107,810 )	( 19,548 )
Noncontrolling interests	138	475
Total shareholders' equity	( 107,672 )	( 19,073 )
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 4,403,453</b>	<b>\$ 4,507,886</b>

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

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**MATCH GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF OPERATIONS (Unaudited)**

	Three Months Ended March 31,	
	2024	2023
(In thousands, except per share data)		
Revenue	\$ 859,647	\$ 787,124
Operating costs and expenses:		
Cost of revenue (exclusive of depreciation shown separately below)	256,742	240,010
Selling and marketing expense	165,301	137,359
General and administrative expense	106,241	90,611
Product development expense	115,737	98,186
Depreciation	20,521	10,552
Amortization of intangibles	10,367	12,117
Total operating costs and expenses	674,909	588,835
Operating income	184,738	198,289
Interest expense	( 40,353 )	( 39,351 )
Other income, net	9,474	3,392
Earnings before income taxes	153,859	162,330
Income tax provision	( 30,625 )	( 41,639 )
<b>Net earnings</b>	123,234	120,691
Net (earnings) loss attributable to noncontrolling interests	( 36 )	118
<b>Net earnings attributable to Match Group, Inc. shareholders</b>	\$ 123,198	\$ 120,809
<b>Net earnings per share attributable to Match Group, Inc. shareholders:</b>		
Basic	\$ 0.46	\$ 0.43
Diluted	\$ 0.44	\$ 0.42
<b>Stock-based compensation expense by function:</b>		
Cost of revenue	\$ 1,711	\$ 1,317
Selling and marketing expense	2,838	1,913
General and administrative expense	24,211	13,117
Product development expense	35,060	25,216
Total stock-based compensation expense	\$ 63,820	\$ 41,563

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF COMPREHENSIVE OPERATIONS (Unaudited)**

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Net earnings	\$ 123,234	\$ 120,691
Other comprehensive loss, net of tax		
Change in foreign currency translation adjustment	( 69,498 )	( 34,444 )
Total other comprehensive loss	( 69,498 )	( 34,444 )
Comprehensive income	53,736	86,247
Components of comprehensive (income) loss attributable to noncontrolling interests:		
Net (earnings) loss attributable to noncontrolling interests	( 36 )	118
Change in foreign currency translation adjustment attributable to noncontrolling interests	36	3
Comprehensive loss attributable to noncontrolling interests	—	121
Comprehensive income attributable to Match Group, Inc. shareholders	<u>\$ 53,736</u>	<u>\$ 86,368</u>

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY (Unaudited)**  
**Three Months Ended March 31, 2024**

Match Group Shareholders' Equity										
(In thousands)										
	Common Stock \$		Accumulated				Total Match			Total Shareholders' Equity
			Paid-in	Retained	Other	Comprehensive	Treasury	Group	Shareholders'	
	\$	Shares	Capital	(Deficit)	Loss	Treasury	Stock	Equity	Noncontrolling Interests	
<b>Balance as of December 31, 2023</b>	290	289,631	8,529,200	7,131,029	(			(		
										1,032,538
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ ( 19,073 )
Net earnings for the three months ended March 31, 2024	—	—	—	123,198	—	—	—	123,198	36	123,234
Other comprehensive loss, net of tax	—	—	—	—	( 69,462 )	—	—	( 69,462 )	( 36 )	( 69,498 )
Stock-based compensation expense	—	—	65,726	—	—	—	—	65,726	—	65,726
Issuance of Match Group common stock pursuant to stock-based awards, net of withholding taxes	2	2,264	( 8,338 )	—	—	—	—	( 8,336 )	—	( 8,336 )
Purchase of noncontrolling interest	—	—	397	—	—	—	—	397	( 1,465 )	( 1,068 )
Purchase of treasury stock	—	—	—	—	—	( 198,787 )	( 198,787 )	—	—	( 198,787 )
Adjustment of noncontrolling interests to fair value	—	—	( 996 )	—	—	—	—	( 996 )	996	—
Noncontrolling interest created by the exercise of subsidiary denominated equity awards	—	—	—	—	—	—	—	—	132	132
Other	—	—	( 2 )	—	—	—	—	( 2 )	—	( 2 )
<b>Balance as of March 31, 2024</b>	292	291,895	8,585,987	7,007,831	(			(		
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ ( 107,672 )
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY (Unaudited) (Continued)**  
**Three Months Ended March 31, 2023**

	Redeemable Noncontrolling Interests	Match Group Shareholders' Equity										
		Common Stock \$ 0.001 Par Value			Accumulated Other				Total Match Group			
			Additional Paid-in Capital	Retained (Deficit)		Comprehensive Loss	Treasury Stock	Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity		
		(In thousands)										

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF CASH FLOWS (Unaudited)**

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
<b>Net earnings</b>	\$ 123,234	\$ 120,691
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Stock-based compensation expense	63,820	41,563
Depreciation	20,521	10,552
Amortization of intangibles	10,367	12,117
Deferred income taxes	6,777	11,711
Other adjustments, net	3,585	2,237
Changes in assets and liabilities		
Accounts receivable	71,674	( 65,728 )
Other assets	7,118	( 1,282 )
Accounts payable and other liabilities	( 22,538 )	( 34,427 )
Income taxes payable and receivable	11,051	19,788
Deferred revenue	( 11,506 )	3,165
<b>Net cash provided by operating activities</b>	284,103	120,387
<b>Cash flows from investing activities:</b>		
Capital expenditures	( 17,234 )	( 19,843 )
Other, net	( 8,814 )	53
<b>Net cash used in investing activities</b>	( 26,048 )	( 19,790 )
<b>Cash flows from financing activities:</b>		
Proceeds from issuance of common stock pursuant to stock-based awards	1,255	11,198
Withholding taxes paid on behalf of employees on net settled stock-based awards	( 9,591 )	( 2,051 )
Purchase of treasury stock	( 188,593 )	( 112,502 )
Purchase of noncontrolling interests	( 737 )	( 1,577 )
Other, net	( 1,953 )	—
<b>Net cash used in financing activities</b>	( 199,619 )	( 104,932 )
<b>Total cash provided (used)</b>	58,436	( 4,335 )
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	( 5,947 )	1,820
<b>Net increase (decrease) in cash, cash equivalents, and restricted cash</b>	52,489	( 2,515 )
Cash, cash equivalents, and restricted cash at beginning of period	862,440	572,516
<b>Cash, cash equivalents, and restricted cash at end of period</b>	\$ 914,929	\$ 570,001

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**NOTE 1—THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Match Group, Inc., through its portfolio companies, is a leading provider of digital technologies designed to help people make meaningful connections. Our global portfolio of brands includes Tinder®, Hinge®, Match®, Meetic®, OkCupid®, Pairs™, Plenty Of Fish®, Azar®, BLK®, and more, each built to increase our users' likelihood of connecting with others. Through our trusted brands, we provide tailored services to meet the varying preferences of our users. Our services are available in over 40 languages to our users all over the world. Match Group has one operating segment, Connections, which is managed as a portfolio of brands.

As used herein, "Match Group," the "Company," "we," "our," "us," and similar terms refer to Match Group, Inc. and its subsidiaries, unless the context indicates otherwise.

**Basis of Presentation and Consolidation**

The Company prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles ("GAAP"). The consolidated financial statements include the accounts of the Company, all entities that are wholly-owned by the Company and all entities in which the Company has a controlling financial interest. Intercompany transactions and accounts have been eliminated.

In management's opinion, the unaudited interim consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements and reflect, in management's opinion, all adjustments, consisting of normal and recurring adjustments, necessary for the fair presentation of our consolidated financial position, consolidated results of operations and consolidated cash flows for the periods presented. Interim results are not necessarily indicative of the results that may be expected for the full year. The accompanying unaudited consolidated financial statements should be read in conjunction with the consolidated statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

**Accounting Estimates**

Management of the Company is required to make certain estimates, judgments, and assumptions during the preparation of its consolidated financial statements in accordance with GAAP. These estimates, judgments, and assumptions impact the reported amounts of assets, liabilities, revenue, and expenses and the related disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

On an ongoing basis, the Company evaluates its estimates and judgments including those related to: the fair values of cash equivalents, the carrying value of accounts receivable, including the determination of the allowance for credit losses; the determination of revenue reserves; the carrying value of right-of-use assets; the useful lives and recoverability of definite-lived intangible assets and property and equipment; the recoverability of goodwill and indefinite-lived intangible assets; the fair value of equity securities without readily determinable fair values; contingencies; unrecognized tax benefits; the valuation allowance for deferred income tax assets; and the fair value of and forfeiture rates for stock-based awards, among others. The Company bases its estimates and judgments on historical experience, its forecasts and budgets, and other factors that the Company considers relevant.

**Accounting for Investments and Equity Securities**

Investments in equity securities, other than those of our consolidated subsidiaries, are accounted for at fair value or under the measurement alternative of the Financial Accounting Standards Board's ("FASB") equity securities guidance, with any changes to fair value recognized within other income (expense), net each reporting period. Under the measurement alternative, equity investments without readily determinable fair values are carried at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for identical or a similar investment of the same issuer; value is generally determined based on a market approach as of the transaction date. A security will be considered identical or similar if it has identical or similar rights to the equity securities held by the Company. The Company reviews its equity securities

**MATCH GROUP, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

without readily determinable fair values for impairment each reporting period when there are qualitative factors or events that indicate possible impairment. Factors we consider in making this determination include negative changes in industry and market conditions, financial performance, business prospects, and other relevant events and factors. When indicators of impairment exist, the Company prepares quantitative assessments of the fair value of our investments in equity securities, which require judgment and the use of estimates. When our assessment indicates that the fair value of the investment is below the carrying value, the Company writes down the security to its fair value and records the corresponding charge within other income (expense), net.

**Revenue Recognition**

Revenue is recognized when control of the promised services are transferred to our customers, and in the amount that reflects the consideration the Company expects to be entitled to in exchange for those services.

**Deferred Revenue**

Deferred revenue consists of advance payments that are received or are contractually due in advance of the Company's performance. The Company's deferred revenue is reported on a contract by contract basis at the end of each reporting period. The Company classifies deferred revenue as current when the term of the applicable subscription period or expected completion of our performance obligation is one year or less. The current deferred revenue balance as of December 31, 2023 was \$ 211.3 million. During the three months ended March 31, 2024, the Company recognized \$ 167.0 million of revenue that was included in the deferred revenue balance as of December 31, 2023. The current deferred revenue balance at March 31, 2024 is \$ 198.5 million. At March 31, 2024 and December 31, 2023, there was no non-current portion of deferred revenue.

**Practical Expedients and Exemptions**

As permitted under the practical expedient available under ASU No. 2014-09, *Revenue from Contracts with Customers*, the Company does not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts with variable consideration that is allocated entirely to unsatisfied performance obligations or to a wholly unsatisfied promise accounted for under the series guidance, and (iii) contracts for which the Company recognizes revenue at the amount which we have the right to invoice for services performed.

[Table of Contents](#)**MATCH GROUP, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)***Disaggregation of Revenue*

The following table presents disaggregated revenue:

	<b>Three Months Ended March 31,</b>	
	<b>2024</b>	<b>2023</b>
	<b>(In thousands)</b>	
<b>Direct Revenue:</b>		
Americas	\$ 450,247	\$ 405,927
Europe	239,359	212,516
APAC and Other	155,693	155,995
<b>Total Direct Revenue</b>	<b>845,299</b>	<b>774,438</b>
Indirect Revenue (principally advertising revenue)	14,348	12,686
<b>Total Revenue</b>	<b>\$ 859,647</b>	<b>\$ 787,124</b>
 <b>Direct Revenue:</b>		
Tinder	\$ 481,487	\$ 441,146
Hinge	123,753	82,753
Match Group Asia <sup>(a)</sup>	71,459	75,661
Evergreen & Emerging <sup>(b)</sup>	168,600	174,878
<b>Total Direct Revenue</b>	<b>\$ 845,299</b>	<b>\$ 774,438</b>

(a) Consists of the brands primarily focused on Asia and the Middle East including Pairs™ and Azar®.

(b) Consists primarily of the brands Match®, Meetic®, OkCupid®, Plenty Of Fish®, and a number of demographically focused brands.

**Recent Accounting Pronouncements***Accounting pronouncements not yet adopted by the Company*

In November 2023, the FASB issued Accounting Standard Update (“ASU”) No. 2023-07, which requires disclosure of significant segment expenses and other segment items on an annual and interim basis and provide in interim periods all disclosures about a reportable segment's profit or loss and assets that are currently required annually. The additional disclosures required in ASU No. 2023-07 also apply to entities with only one segment. Additionally, ASU No. 2023-07 requires the disclosure of the title and position of the Chief Operating Decision Maker. ASU No. 2023-07 does not change how a public entity identifies its operating segments, aggregates them, or applies the quantitative thresholds to determine its reportable segments. The new standard is effective on a retrospective basis for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. We expect ASU No. 2023-07 to only impact our disclosures with no impacts to our results of operations, cash flows, or financial condition.

In December 2023, the FASB issued ASU No. 2023-09, which focuses on the income tax rate reconciliation and income taxes paid. ASU No. 2023-09 requires a tabular rate reconciliation using both percentages and currency amounts, broken out into specified categories with certain reconciling items further broken out by nature and jurisdiction to the extent those items exceed a specified threshold on an annual basis. In addition, entities are required to disclose income taxes paid, net of refunds received, disaggregated by federal, state/local, and foreign, and by jurisdiction, if the amount is at least 5% of total income tax payments, net of refunds received. The new standard is effective for annual periods beginning after December 15, 2024, with early adoption permitted. An entity may apply the amendments in this ASU prospectively by providing the revised disclosures for the period ending December 31, 2025 and continuing to provide the pre-ASU No. 2023-09

**MATCH GROUP, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

disclosures for the prior periods, or may apply the amendments retrospectively by providing the revised disclosures for all periods presented. We expect ASU No. 2023-09 to only impact our disclosures with no impacts to our results of operations, cash flows, or financial condition.

**NOTE 2—INCOME TAXES**

At the end of each interim period, the Company estimates the annual effective income tax rate and applies that rate to its ordinary year-to-date earnings or loss. The income tax provision or benefit related to significant, unusual, or extraordinary items, if applicable, that will be separately reported or reported net of their related tax effects, is individually computed and recognized in the interim period in which it occurs. In addition, the effect of changes in enacted tax laws or rates, tax status, judgment on the realizability of beginning-of-the-year deferred tax assets in future years or unrecognized tax benefits is recognized in the interim period in which the change occurs.

The computation of the estimated annual effective income tax rate at each interim period requires certain estimates and assumptions including, but not limited to, the expected pre-tax income (or loss) for the year, projections of the proportion of income (and/or loss) earned and taxed in foreign jurisdictions, permanent and temporary differences, and the likelihood of the realization of deferred tax assets generated in the current year. The accounting estimates used to compute the provision or benefit for income taxes may change as new events occur, more experience is acquired, additional information is obtained or our tax environment changes. To the extent that the estimated annual effective income tax rate changes during a quarter, the effect of the change on prior quarters is included in the income tax provision in the quarter in which the change occurs.

For the three months ended March 31, 2024 and 2023, the Company recorded an income tax provision of \$ 30.6 million and \$ 41.6 million, respectively. The effective tax rate for the three-month period in 2024 of 20 % was lower than the statutory rate primarily due to the lower tax rate on U.S. income derived from foreign sources and the benefit realized upon the conclusion of certain state income tax audits. These decreases were partially offset by state income taxes, nondeductible stock-based compensation, and unfavorable tax adjustments upon the vesting of certain stock-based awards due to a lower stock price on the date the awards vested compared to the grant date fair value of such awards. The effective tax rate for the three month-period in 2023 of 26 % was higher than the U.S. statutory federal rate primarily due to unfavorable tax adjustments upon the vesting of certain stock-based awards due to a lower stock price on the date the awards vested compared to the grant date fair value of such awards. This was partially offset by a lower rate on U.S. income derived from foreign sources.

Match Group is routinely under audit by federal, state, local, and foreign authorities in the area of income tax. These audits include a review of the timing and amount of income and deductions, and the allocation of such income and deductions among various tax jurisdictions. The Company is open to U.S. federal audit for tax years after December 31, 2019, and returns filed in various other jurisdictions are open to examination for tax years beginning with 2014. Although we believe that we have adequately reserved for our uncertain tax positions, the final tax outcome of these matters may vary significantly from our estimates.

At March 31, 2024 and December 31, 2023, unrecognized tax benefits, including interest and penalties, were \$ 39.1 million and \$ 45.8 million, respectively. If unrecognized tax benefits at March 31, 2024 are subsequently recognized, income tax expense would be reduced by \$ 36.3 million, net of related deferred tax assets and interest. The comparable amount as of December 31, 2023 was \$ 41.0 million. The Company believes that it is reasonably possible that its unrecognized tax benefits could decrease by \$ 1.2 million by March 31, 2025 due to expirations of statutes of limitations, which would reduce the income tax provision.

The Company recognizes interest and, if applicable, penalties related to unrecognized tax benefits in the income tax provision. Accruals of interest and penalties for the three months ended March 31, 2024 and 2023 were not material. At March 31, 2024 and December 31, 2023, noncurrent income taxes payable includes accrued interest and penalties of \$ 0.6 million and \$ 0.9 million, respectively.

**MATCH GROUP, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)****NOTE 3—FINANCIAL INSTRUMENTS****Equity securities without readily determinable fair values**

At March 31, 2024 and December 31, 2023, the carrying value of the Company's investments in equity securities without readily determinable fair values totaled \$ 19.3 million and \$ 14.3 million, respectively, and is included in "Other non-current assets" in the accompanying consolidated balance sheet. The cumulative downward adjustments (including impairments) to the carrying value of equity securities without readily determinable fair values through March 31, 2024 were \$ 2.1 million. For both the three months ended March 31, 2024 and 2023, there were no adjustments to the carrying value of equity securities without readily determinable fair values.

For all equity securities without readily determinable fair values as of March 31, 2024 and December 31, 2023, the Company has elected the measurement alternative. For the three months ended March 31, 2024 and 2023, under the measurement alternative election, the Company did not identify any fair value adjustments using observable price changes in orderly transactions for an identical or similar investment of the same issuer.

**Fair Value Measurements**

The Company categorizes its financial instruments measured at fair value into a fair value hierarchy that prioritizes the inputs used in pricing the asset or liability. The three levels of the fair value hierarchy are:

- Level 1: Observable inputs obtained from independent sources, such as quoted market prices for identical assets and liabilities in active markets.
- Level 2: Other inputs, which are observable directly or indirectly, such as quoted market prices for similar assets or liabilities in active markets, quoted market prices for identical or similar assets or liabilities in markets that are not active, and inputs that are derived principally from or corroborated by observable market data. The fair values of the Company's Level 2 financial assets are primarily obtained from observable market prices for identical underlying securities that may not be actively traded. Certain of these securities may have different market prices from multiple market data sources, in which case an average market price is used.
- Level 3: Unobservable inputs for which there is little or no market data and require the Company to develop its own assumptions, based on the best information available in the circumstances, about the assumptions market participants would use in pricing the assets or liabilities.

The following tables present the Company's financial instruments that are measured at fair value on a recurring basis:

	March 31, 2024			
	Quoted Market Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Total Fair Value Measurements	
(In thousands)				
<b>Assets:</b>				
Cash equivalents:				
Money market funds	\$ 215,371	\$ —	\$ 215,371	
Time deposits	—	100,000	100,000	
Short-term investments:				
Time deposits	—	5,938	5,938	
<b>Total</b>	<b>\$ 215,371</b>	<b>\$ 105,938</b>	<b>\$ 321,309</b>	

**MATCH GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

	December 31, 2023				
	Quoted Market Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Total Fair Value Measurements		
(In thousands)					
<b>Assets:</b>					
Cash equivalents:					
Money market funds	\$ 125,659	\$ —	\$ 125,659		
Time deposits	—	75,000	75,000		
Short-term investments:					
Time deposits	—	6,200	6,200		
Total	<u>\$ 125,659</u>	<u>\$ 81,200</u>	<u>\$ 206,859</u>		

**Assets measured at fair value on a nonrecurring basis**

The Company's non-financial assets, such as goodwill, intangible assets, property and equipment, and right-of-use assets, are adjusted to fair value only when an impairment charge is recognized. The Company's financial assets, comprised of equity securities without readily determinable fair values, are adjusted to fair value when observable price changes are identified or an impairment charge is recognized. Such fair value measurements are based predominantly on Level 3 inputs.

**Financial instruments measured at fair value only for disclosure purposes**

The following table presents the carrying value and the fair value of financial instruments measured at fair value only for disclosure purposes.

	March 31, 2024		December 31, 2023	
	Carrying Value	Fair Value	Carrying Value	Fair Value
(In thousands)				
Long-term debt, net <sup>(a) (b)</sup>	\$ (3,843,901)	\$ (3,556,289)	\$ (3,842,242)	\$ (3,586,177)

- (a) At March 31, 2024 and December 31, 2023, the carrying value of long-term debt, net includes unamortized original issue discount and debt issuance costs of \$ 31.1 million and \$ 32.8 million, respectively.
- (b) At March 31, 2024, the fair value of the 2026 Exchangeable Notes and 2030 Exchangeable Notes (described in "Note 4—Long-term Debt, net") is \$ 525.6 million and \$ 495.6 million, respectively. At December 31, 2023, the fair value of the 2026 Exchangeable Notes and 2030 Exchangeable Notes is \$ 517.2 million and \$ 500.3 million, respectively.

At March 31, 2024 and December 31, 2023, the fair value of long-term debt, net, is estimated using observable market prices or indices for similar liabilities, which are Level 2 inputs.

[Table of Contents](#)**MATCH GROUP, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)****NOTE 4—LONG-TERM DEBT, NET**

Long-term debt consists of:

	<b>March 31, 2024</b>	<b>December 31, 2023</b>
	<b>(In thousands)</b>	
Credit Facility due March 20, 2029 <sup>(a)</sup>	\$ —	\$ —
Term Loan due February 13, 2027	425,000	425,000
5.00 % Senior Notes due December 15, 2027 (the “ 5.00 % Senior Notes”); interest payable each June 15 and December 15	450,000	450,000
4.625 % Senior Notes due June 1, 2028 (the “ 4.625 % Senior Notes”); interest payable each June 1 and December 1	500,000	500,000
5.625 % Senior Notes due February 15, 2029 (the “ 5.625 % Senior Notes”); interest payable each February 15 and August 15	350,000	350,000
4.125 % Senior Notes due August 1, 2030 (the “ 4.125 % Senior Notes”); interest payable each February 1 and August 1	500,000	500,000
3.625 % Senior Notes due October 1, 2031 (the “ 3.625 % Senior Notes”); interest payable each April 1 and October 1	500,000	500,000
0.875 % Exchangeable Senior Notes due June 15, 2026 (the “2026 Exchangeable Notes”); interest payable each June 15 and December 15	575,000	575,000
2.00 % Exchangeable Senior Notes due January 15, 2030 (the “2030 Exchangeable Notes”); interest payable each January 15 and July 15	575,000	575,000
<b>Total debt</b>	<b>3,875,000</b>	<b>3,875,000</b>
Less: Unamortized original issue discount	3,252	3,479
Less: Unamortized debt issuance costs	27,847	29,279
<b>Total long-term debt, net</b>	<b>\$ 3,843,901</b>	<b>\$ 3,842,242</b>

(a) Subject to springing maturity, described below.

**Credit Facility and Term Loan**

Our wholly-owned subsidiary, Match Group Holdings II, LLC (“MG Holdings II”), is the borrower under a credit agreement (as amended, the “Credit Agreement”) that provides for the Credit Facility and the Term Loan.

On March 20, 2024, we entered into an amendment to reduce the borrowing availability under the Credit Facility from \$ 750 million to \$ 500 million and extend the maturity date of the Credit Facility. The maturity date of the Credit Facility is the earlier of (x) March 20, 2029 and (y) the date that is 91 days prior to the maturity date of the Term Loan or the existing senior notes due 2027, 2028, or 2029, or any new indebtedness used to refinance the Term Loan or such senior notes that matures prior to the date that is 91 days after March 20, 2029, in each case if and only if at least \$ 250 million in aggregate principal amount of such debt is outstanding on such date.

At March 31, 2024 and December 31, 2023, the Credit Facility has a borrowing capacity of \$ 500 million and \$ 750 million, respectively. At both March 31, 2024 and December 31, 2023, there were no outstanding borrowings, and \$ 0.4 million in outstanding letters of credit. At March 31, 2024 and December 31, 2023, there is \$ 499.6 million and \$ 749.6 million, respectively, of availability under the Credit Facility. The annual commitment fee on undrawn funds, which is based on MG Holdings II’s consolidated net leverage ratio, was 25 basis points as of March 31, 2024. Borrowings under the Credit Facility bear interest, at MG Holdings II’s option, at a base rate or a term secured overnight financing rate plus an applicable adjustment (“Adjusted Term SOFR”), plus an applicable margin based on MG Holdings II’s consolidated net leverage ratio. If MG Holdings II borrows under the Credit Facility, it will be required to maintain a consolidated net leverage ratio of not more than 5.0 to 1.0.

**MATCH GROUP, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

At both March 31, 2024 and December 31, 2023, the outstanding balance on the Term Loan was \$ 425 million. The Term Loan bears interest at Adjusted Term SOFR plus 1.75 % and the applicable rate was 7.23 % and 7.27 % at March 31, 2024 and December 31, 2023, respectively. The Term Loan matures on February 13, 2027. Interest payments are due at least quarterly through the term of the loan. The Term Loan provides for annual principal payments as part of an excess cash flow sweep provision, the amount of which, if any, is governed by the secured net leverage ratio as set forth in the Credit Agreement.

The Credit Agreement includes covenants that would limit the ability of MG Holdings II to pay dividends, make distributions, or repurchase MG Holdings II's stock in the event MG Holdings II's consolidated net leverage ratio exceeds 4.25 to 1.0, or if an event of default has occurred. The Credit Agreement includes additional covenants that limit the ability of MG Holdings II and its subsidiaries to, among other things, incur indebtedness, pay dividends or make distributions. Obligations under the Credit Facility and Term Loan are unconditionally guaranteed by certain MG Holdings II wholly-owned domestic subsidiaries and are also secured by the stock of certain MG Holdings II domestic and foreign subsidiaries. The Term Loan and outstanding borrowings, if any, under the Credit Facility, rank equally with each other, and have priority over the Senior Notes to the extent of the value of the assets securing the borrowings under the Credit Agreement.

**Senior Notes**

The 5.00 % Senior Notes were issued on December 4, 2017. These notes may be redeemed at redemption prices set forth in the indenture governing the notes, together with accrued and unpaid interest to the applicable redemption date.

The 4.625 % Senior Notes were issued on May 19, 2020. These notes may be redeemed at redemption prices set forth in the indenture governing the notes, together with accrued and unpaid interest to the applicable redemption date.

The 5.625 % Senior Notes were issued on February 15, 2019. These notes may be redeemed at redemption prices set forth in the indenture governing the notes, together with accrued and unpaid interest to the applicable redemption date.

The 4.125 % Senior Notes were issued on February 11, 2020. At any time prior to May 1, 2025, these notes may be redeemed at a redemption price equal to the sum of the principal amount, plus accrued and unpaid interest and a make-whole premium set forth in the indenture governing the notes. Thereafter, these notes may be redeemed at redemption prices set forth in the indenture governing the notes, together with accrued and unpaid interest to the applicable redemption date.

The 3.625 % Senior Notes were issued on October 4, 2021. At any time prior to October 1, 2026, these notes may be redeemed at a redemption price equal to the sum of the principal amount, plus accrued and unpaid interest and a make-whole premium set forth in the indenture governing the notes. Thereafter, these notes may be redeemed at redemption prices set forth in the indenture governing the notes, together with accrued and unpaid interest to the applicable redemption date.

The indenture governing the 5.00 % Senior Notes contains covenants that would limit MG Holdings II's ability to pay dividends or to make distributions and repurchase or redeem MG Holdings II's stock in the event a default has occurred or MG Holdings II's consolidated leverage ratio (as defined in the indenture) exceeds 5.0 to 1.0. No such limitations were in effect at March 31, 2024. There are additional covenants in the 5.00 % Senior Notes indenture that limit the ability of MG Holdings II and its subsidiaries to, among other things, (i) incur indebtedness, make investments, or sell assets in the event MG Holdings II is not in compliance with specified financial ratios, and (ii) incur liens, enter into agreements restricting their ability to pay dividends, enter into transactions with affiliates, or consolidate, merge or sell substantially all of their assets. The indentures governing the 3.625 %, 4.125 %, 4.625 %, and 5.625 % Senior Notes are less restrictive than the indenture governing the 5.00 % Senior Notes and generally only limit MG Holdings II's and its subsidiaries' ability to, among other things, create liens on assets, or consolidate, merge, sell or otherwise dispose of all or substantially all of their assets.

The Senior Notes all rank equally in right of payment.

**MATCH GROUP, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)****Exchangeable Notes**

During 2019, Match Group FinanceCo 2, Inc. and Match Group FinanceCo 3, Inc., direct, wholly-owned subsidiaries of the Company, issued \$ 575.0 million aggregate principal amount of its 2026 Exchangeable Notes and \$ 575.0 million aggregate principal amount of its 2030 Exchangeable Notes, respectively.

The 2026 and 2030 Exchangeable Notes (collectively the "Exchangeable Notes") are guaranteed by the Company but are not guaranteed by MG Holdings II or any of its subsidiaries.

The following table presents details of the exchangeable features:

	Number of shares of the Company's Common Stock into which each \$1,000 of Principal of the Exchangeable Notes is Exchangeable <sup>(a)</sup>	Approximate Equivalent Exchange Price per Share <sup>(a)</sup>	Exchangeable Date
2026 Exchangeable Notes	11.4259	\$ 87.52	March 15, 2026
2030 Exchangeable Notes	11.8739	\$ 84.22	October 15, 2029

<sup>(a)</sup> Subject to adjustment upon the occurrence of specified events.

As more specifically set forth in the applicable indentures, the Exchangeable Notes are exchangeable under the following circumstances:

(1) during any calendar quarter (and only during such calendar quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130 % of the exchange price on each applicable trading day;

(2) during the five-business day period after any five-consecutive trading day period (the "measurement period") in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98 % of the product of the last reported sale price of the Company's common stock and the exchange rate on each such trading day;

(3) if the issuer calls the notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date; or

(4) upon the occurrence of specified corporate events as further described in the indentures governing the respective Exchangeable Notes.

On or after the respective exchangeable dates noted in the table above, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may exchange all or any portion of their Exchangeable Notes regardless of the foregoing conditions. Upon exchange, the issuer, in its sole discretion, has the option to settle the Exchangeable Notes with cash, shares of the Company's common stock, or a combination of cash and shares of the Company's common stock. Any shares issued in further settlement of the notes would be offset by shares received upon exercise of the Exchangeable Note Hedges (described below).

No 2026 or 2030 Exchangeable Notes were presented for exchange during the three months ended March 31, 2024. Neither of the 2026 and 2030 Exchangeable Notes were exchangeable as of March 31, 2024.

At both March 31, 2024 and December 31, 2023, there was no value in excess of the principal of each of the 2026 and 2030 Exchangeable Notes outstanding on an if-converted basis using the Company's stock price on March 31, 2024 and December 31, 2023, respectively.

Additionally, all or any portion of the 2026 Exchangeable Notes may be redeemed for cash, at the issuer's option, at any time, and for the 2030 Exchangeable Notes on or after July 20, 2026, if the last reported sale price of the Company's common stock has been at least 130 % of the exchange price then in effect for at least 20 trading days (whether or not consecutive), including at least one of the five trading days immediately preceding

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**MATCH GROUP, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

the date on which the notice of redemption is provided, during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which the applicable issuer provides notice of redemption, at a redemption price equal to 100 % of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

The following table sets forth the components of the outstanding Exchangeable Notes as of March 31, 2024 and December 31, 2023:

	March 31, 2024		December 31, 2023	
	2026	2030	2026	2030
	Exchangeable Notes	Exchangeable Notes	Exchangeable Notes	Exchangeable Notes
(In thousands)				
Principal	\$ 575,000	\$ 575,000	\$ 575,000	\$ 575,000
Less: Unamortized debt issuance costs	3,578	6,372	3,976	6,630
Net carrying value included in long-term debt, net	<u>\$ 571,422</u>	<u>\$ 568,628</u>	<u>\$ 571,024</u>	<u>\$ 568,370</u>

The following table sets forth interest expense recognized related to the Exchangeable Notes:

	Three Months Ended March 31, 2024		Three Months Ended March 31, 2023	
	2026 Exchangeable Notes	2030 Exchangeable Notes	2026 Exchangeable Notes	2030 Exchangeable Notes
(In thousands)				
Contractual interest expense	\$ 1,258	\$ 2,875	\$ 1,258	\$ 2,875
Amortization of debt issuance costs	398	258	391	250
Total interest expense recognized	<u>\$ 1,656</u>	<u>\$ 3,133</u>	<u>\$ 1,649</u>	<u>\$ 3,125</u>

The effective interest rates for the 2026 and 2030 Exchangeable Notes are 1.2 % and 2.2 %, respectively.

**Exchangeable Notes Hedges and Warrants**

In connection with the Exchangeable Notes offerings, the Company purchased call options allowing the Company to purchase initially (subject to adjustment upon the occurrence of specified events) the same number of shares that would be issuable upon the exchange of the applicable Exchangeable Notes at the prices per share set forth below (the "Exchangeable Notes Hedge"), and sold warrants allowing the counterparty to purchase (subject to adjustment upon the occurrence of specified events) shares at the per share prices set forth below (the "Exchangeable Notes Warrants").

The Exchangeable Notes Hedges are expected to reduce the potential dilutive effect on the Company's common stock upon any exchange of Exchangeable Notes and/or offset any cash payment Match Group FinanceCo 2, Inc. or Match Group FinanceCo 3, Inc. is required to make in excess of the principal amount of the exchanged notes. The Exchangeable Notes Warrants have a dilutive effect on the Company's common stock to the extent that the market price per share of the Company common stock exceeds their respective strike prices.

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**MATCH GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

The following tables present details of the Exchangeable Notes Hedges and Warrants outstanding at March 31, 2024:

	Number of Shares <sup>(a)</sup>	Approximate Equivalent	
		(Shares in millions)	Exchange Price per Share <sup>(a)</sup>
2026 Exchangeable Notes Hedge	6.6	\$ 87.52	
2030 Exchangeable Notes Hedge	6.8	\$ 84.22	
	Number of Shares <sup>(a)</sup>	Weighted Average Strike	
		(Shares in millions)	Price per Share <sup>(a)</sup>
2026 Exchangeable Notes Warrants	6.6	\$ 134.76	
2030 Exchangeable Notes Warrants	6.8	\$ 134.82	

<sup>(a)</sup> Subject to adjustment upon the occurrence of specified events.

**NOTE 5—ACCUMULATED OTHER COMPREHENSIVE LOSS**

The following table presents the components of accumulated other comprehensive loss. For the three months ended March 31, 2024 and 2023, the Company's accumulated other comprehensive loss relates to foreign currency translation adjustments.

	Three Months Ended March 31,	
	2024	2023
(In thousands)		
Balance at January 1	\$ ( 385,471 )	\$ ( 369,182 )
Other comprehensive loss	( 69,462 )	( 34,441 )
Balance at March 31	<u>\$ ( 454,933 )</u>	<u>\$ ( 403,623 )</u>

At both March 31, 2024 and 2023, there was no tax benefit or provision on the accumulated other comprehensive loss.

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MATCH GROUP, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

**NOTE 6—EARNINGS PER SHARE**

The following table sets forth the computation of the basic and diluted earnings per share attributable to Match Group shareholders:

	Three Months Ended March 31,			
	2024		2023	
	Basic	Diluted	Basic	Diluted
(In thousands, except per share data)				
<b>Numerator</b>				
Net earnings	\$ 123,234	\$ 123,234	\$ 120,691	\$ 120,691
Net (earnings) loss attributable to noncontrolling interests	( 36 )	( 36 )	118	118
Impact from subsidiaries' dilutive securities	—	( 8 )	—	( 30 )
Interest on dilutive Exchangeable Notes, net of income tax <sup>(a)</sup>	—	3,171	—	3,179
Net earnings attributable to Match Group, Inc. shareholders	<u>\$ 123,198</u>	<u>\$ 126,361</u>	<u>\$ 120,809</u>	<u>\$ 123,958</u>
<b>Denominator</b>				
Weighted average basic shares outstanding	268,142	268,142	279,260	279,260
Dilutive securities <sup>(b)(c)</sup>	—	4,672	—	3,993
Dilutive shares from Exchangeable Notes, if-converted <sup>(a)</sup>	—	13,397	—	13,397
Denominator for earnings per share—weighted average shares <sup>(b)(c)</sup>	<u>268,142</u>	<u>286,211</u>	<u>279,260</u>	<u>296,650</u>
<b>Earnings per share:</b>				
Earnings per share attributable to Match Group, Inc. shareholders	\$ 0.46	\$ 0.44	\$ 0.43	\$ 0.42

(a) The Company uses the if-converted method for calculating the dilutive impact of the outstanding Exchangeable Notes. For both the three months ended March 31, 2024 and 2023, the Company adjusted net earnings attributable to Match Group, Inc. shareholders for the cash interest expense, net of income taxes, incurred on the 2026 and 2030 Exchangeable Notes. Dilutive shares were also included for the same series of Exchangeable Notes.

(b) If the effect is dilutive, weighted average common shares outstanding include the incremental shares that would be issued upon the assumed exercise of stock options, warrants, and subsidiary denominated equity and vesting of restricted stock units. For the three months ended March 31, 2024 and 2023, 19.2 million and 17.3 million potentially dilutive securities, respectively, are excluded from the calculation of diluted earnings per share because their inclusion would have been anti-dilutive.

(c) Market-based awards and performance-based restricted stock units ("PSUs") are considered contingently issuable shares. Shares issuable upon exercise or vesting of market-based awards and PSUs are included in the denominator for earnings per share if (i) the applicable market or performance condition(s) has been met and (ii) the inclusion of the market-based awards and PSUs is dilutive for the respective reporting periods. For the three months ended March 31, 2024 and 2023, 3.7 million and 2.6 million shares, respectively, underlying market-based awards and PSUs, were excluded from the calculation of diluted earnings per share because the market or performance conditions had not been met.

[Table of Contents](#)**MATCH GROUP, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)****NOTE 7—CONSOLIDATED FINANCIAL STATEMENT DETAILS****Cash, Cash Equivalents, and Restricted Cash**

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheet to the total amounts shown in the consolidated statement of cash flows:

	March 31, 2024	December 31, 2023	March 31, 2023	December 31, 2022
	(In thousands)			
Cash and cash equivalents	\$ 914,929	\$ 862,440	\$ 569,879	\$ 572,395
Restricted cash included in other current assets	—	—	122	121
Total cash, cash equivalents, and restricted cash as shown on the consolidated statement of cash flows	\$ 914,929	\$ 862,440	\$ 570,001	\$ 572,516

**NOTE 8—CONTINGENCIES**

In the ordinary course of business, the Company is a party to various lawsuits. The Company establishes reserves for specific legal matters when it determines that the likelihood of an unfavorable outcome is probable and the loss is reasonably estimable. Management has also identified certain other legal matters where we believe an unfavorable outcome is not probable and, therefore, no reserve is established. Although management currently believes that resolving claims against us, including claims where an unfavorable outcome is reasonably possible, will not have a material impact on the liquidity, results of operations, or financial condition of the Company, these matters are subject to inherent uncertainties and management's view of these matters may change in the future. The Company also evaluates other contingent matters, including income and non-income tax contingencies, to assess the likelihood of an unfavorable outcome and estimated extent of potential loss. It is possible that an unfavorable outcome of one or more of these lawsuits or other contingencies could have a material impact on the liquidity, results of operations, or financial condition of the Company. See "Note 2—Income Taxes" for additional information related to income tax contingencies.

*FTC Lawsuit Against Match Group*

On September 25, 2019, the United States Federal Trade Commission (the "FTC") filed a lawsuit in federal district court in Texas against the company formerly known as Match Group, Inc. See *FTC v. Match Group, Inc.*, No. 3:19-cv-02281-K (Northern District of Texas). The complaint alleges that, prior to mid-2018, for marketing purposes Match.com notified non-paying users that other users were attempting to communicate with them, even though Match.com had identified those subscriber accounts as potentially fraudulent, thereby inducing non-paying users to subscribe and exposing them to the risk of fraud should they subscribe. The complaint also challenges the adequacy of Match.com's disclosure of the terms of its six-month guarantee, the efficacy of its cancellation process, and its handling of chargeback disputes. The complaint seeks among other things permanent injunctive relief, civil penalties, restitution, disgorgement, and costs of suit. On March 24, 2022, the court granted our motion to dismiss with prejudice on Claims I and II of the complaint relating to communication notifications and granted our motion to dismiss with respect to all requests for monetary damages on Claims III and IV relating to the guarantee offer and chargeback policy. On July 19, 2022, the FTC filed an amended complaint adding Match Group, LLC as a defendant. On September 11, 2023, both parties filed motions for summary judgment. Our consolidated financial statements do not reflect any provision for a loss with respect to this matter, as we do not believe there is a probable likelihood of an unfavorable outcome. Further, we do not believe that there is a reasonable possibility of an exposure to loss that would be material to our business. We believe we have strong defenses to the FTC's claims regarding Match.com's practices, policies, and procedures and will continue to defend vigorously against them.

*Irish Data Protection Commission Inquiry Regarding Tinder's Practices*

On February 3, 2020, we received a letter from the Irish Data Protection Commission (the "DPC") notifying us that the DPC had commenced an inquiry examining Tinder's compliance with the EU's General Data

**MATCH GROUP, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

Protection Regulation ("GDPR"), focusing on Tinder's processes for handling access and deletion requests and Tinder's user data retention policies. On January 8, 2024, the DPC provided us with a preliminary draft decision alleging that certain of Tinder's access and retention policies, largely relating to protecting the safety and privacy of Tinder's users, violate GDPR requirements. We filed our response to the preliminary draft decision on March 15, 2024. Our consolidated financial statements do not reflect any provision for a loss with respect to this matter, as we do not believe there is a probable likelihood of an unfavorable outcome. However, based on the preliminary draft decision and giving due consideration to the uncertainties inherent in this process, there is at least a reasonable possibility of an exposure to loss, which could be anywhere between a nominal amount and \$ 60 million, which we do not believe would be material to our business. We believe we have strong defenses to these claims and will defend vigorously against them.

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

**Key Terms:**

**Operating and financial metrics:**

- **Americas** includes North America, Central America, South America, and the Caribbean islands.
- **Europe** includes continental Europe, the British Isles, Iceland, Greenland, and Russia (ceased operations in June 2023), but excludes Turkey (which is included in APAC and Other).
- **APAC and Other** includes Asia, Australia, the Pacific islands, the Middle East, and Africa.
- **Match Group Asia ("MG Asia")** consists of the brands primarily focused on Asia and the Middle East, including Pairs™ and Azar®.
- **Evergreen & Emerging ("E&E")** consists primarily of the brands Match®, Meetic®, OkCupid®, Plenty Of Fish®, and a number of demographically focused brands.
- **Direct Revenue** is revenue that is received directly from end users of our services and includes both subscription and à la carte revenue.
- **Indirect Revenue** is revenue that is not received directly from an end user of our services, substantially all of which is advertising revenue.
- **Payers** are unique users at a brand level in a given month from whom we earned Direct Revenue. When presented as a quarter-to-date or year-to-date value, Payers represents the average of the monthly values for the respective period presented. At a consolidated level, duplicate Payers may exist when we earn revenue from the same individual at multiple brands in a given month, as we are unable to identify unique individuals across brands in the Match Group portfolio.
- **Revenue Per Payer ("RPP")** is the average monthly revenue earned from a Payer and is Direct Revenue for a period divided by the Payers in the period, further divided by the number of months in the period.

**Operating costs and expenses:**

- **Cost of revenue** - consists primarily of the amortization of in-app purchase fees, hosting fees, compensation expense (including stock-based compensation expense) and other employee-related costs for personnel engaged in data center and customer care functions, live video costs, credit card processing fees, and data center rent, energy, and bandwidth costs. In-app purchase fees are monies paid to Apple and Google in connection with the processing of in-app purchases of subscriptions and service features through the in-app payment systems provided by Apple and Google.
- **Selling and marketing expense** - consists primarily of advertising expenditures and compensation expense (including stock-based compensation expense) and other employee-related costs for personnel engaged in selling and marketing, and sales support functions. Advertising expenditures include online marketing, including fees paid to search engines and social media sites, offline marketing, and production of advertising content.
- **General and administrative expense** - consists primarily of compensation expense (including stock-based compensation expense) and other employee-related costs for personnel engaged in executive management, finance, legal, tax, and human resources, fees for professional services (including transaction-related costs for acquisitions), and facilities costs.
- **Product development expense** - consists primarily of compensation expense (including stock-based compensation expense) and other employee-related costs that are not capitalized for personnel engaged in the design, development, testing, and enhancement of product offerings and related technology.

**Long-term debt:**

- **Credit Facility** - The revolving credit facility under the credit agreement of MG Holdings II. On March 20, 2024, we entered into an amendment to reduce the borrowing availability under the Credit Facility

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from \$750 million to \$500 million and extend the maturity date of the Credit Facility. As of March 31, 2024, there was \$0.4 million outstanding in letters of credit and \$499.6 million of availability under the Credit Facility. As of December 31, 2023, there was \$0.4 million outstanding in letters of credit and \$749.6 million of availability under the Credit Facility.

- **Term Loan** - The term loan facility under the credit agreement of MG Holdings II. At December 31, 2023, the Term Loan bore interest at a term secured overnight financing rate plus an applicable adjustment ("Adjusted Term SOFR") plus 1.75% and the then applicable rate was 7.27%. As of March 31, 2024, the applicable rate was 7.23% and \$425 million was outstanding.
- **5.00% Senior Notes** - MG Holdings II's 5.00% Senior Notes due December 15, 2027, with interest payable each June 15 and December 15, which were issued on December 4, 2017. As of March 31, 2024, \$450 million aggregate principal amount was outstanding.
- **4.625% Senior Notes** - MG Holdings II's 4.625% Senior Notes due June 1, 2028, with interest payable each June 1 and December 1, which were issued on May 19, 2020. As of March 31, 2024, \$500 million aggregate principal amount was outstanding.
- **5.625% Senior Notes** - MG Holdings II's 5.625% Senior Notes due February 15, 2029, with interest payable each February 15 and August 15, which were issued on February 15, 2019. As of March 31, 2024, \$350 million aggregate principal amount was outstanding.
- **4.125% Senior Notes** - MG Holdings II's 4.125% Senior Notes due August 1, 2030, with interest payable each February 1 and August 1, which were issued on February 11, 2020. As of March 31, 2024, \$500 million aggregate principal amount was outstanding.
- **3.625% Senior Notes** - MG Holdings II's 3.625% Senior Notes due October 1, 2031, with interest payable each April 1 and October 1, which were issued on October 4, 2021. As of March 31, 2024, \$500 million aggregate principal amount was outstanding.
- **2026 Exchangeable Notes** - The 0.875% Exchangeable Senior Notes due June 15, 2026 issued by Match Group FinanceCo 2, Inc., a subsidiary of the Company, which are exchangeable into shares of the Company's common stock. Interest is payable each June 15 and December 15. As of March 31, 2024, \$575 million aggregate principal amount was outstanding.
- **2030 Exchangeable Notes** - The 2.00% Exchangeable Senior Notes due January 15, 2030 issued by Match Group FinanceCo 3, Inc., a subsidiary of the Company, which are exchangeable into shares of the Company's common stock. Interest is payable each January 15 and July 15. As of March 31, 2024, \$575 million aggregate principal amount was outstanding.

### **Non-GAAP financial measure:**

- **Adjusted Operating Income** - is a Non-GAAP financial measure. See "Non-GAAP Financial Measures" below for the definition of Adjusted Operating Income and a reconciliation of net earnings attributable to Match Group, Inc. shareholders to operating income and Adjusted Operating Income.

### **Management Overview**

Match Group, Inc., through its portfolio companies, is a leading provider of digital technologies designed to help people make meaningful connections. Our global portfolio of brands includes Tinder®, Hinge®, Match®, Meetic®, OkCupid®, Pairs™, Plenty Of Fish®, Azar®, BLK®, and more, each built to increase our users' likelihood of connecting with others. Through our trusted brands, we provide tailored services to meet the varying preferences of our users. Our services are available in over 40 languages to our users all over the world.

As used herein, "Match Group," the "Company," "we," "our," "us," and similar terms refer to Match Group, Inc. and its subsidiaries, unless the context indicates otherwise.

For a more detailed description of the Company's operating businesses, see "Item 1. Business" of the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

**Additional Information**

Investors and others should note that we announce material financial and operational information to our investors using our investor relations website at <https://ir.mtch.com>, our newsroom website at <https://mtch.com/news>, Tinder's newsroom website [www.tinderpressroom.com](http://www.tinderpressroom.com), Hinge's newsroom website at <https://hinge.co/press>, Securities and Exchange Commission ("SEC") filings, press releases, and public conference calls. We use these channels as well as social media to communicate with our users and the public about our company, our services, and other issues. It is possible that the information we post on social media could be deemed to be material information. Accordingly, investors, the media, and others interested in our company should monitor the websites listed above and the social media channels listed on our investor relations website in addition to following our SEC filings, press releases, and public conference calls. Neither the information on our website, nor the information on the website of any Match Group business, is incorporated by reference into this report, or into any other filings with, or into any other information furnished or submitted to, the SEC.

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**Results of Operations for the three months ended March 31, 2024 compared to the three months ended March 31, 2023**

**Revenue**

	Three Months Ended March 31,				
	2024	\$ Change	% Change	2023	
	(In thousands, except RPP)				
<b>Direct Revenue:</b>					
Americas	\$ 450,247	\$ 44,320	11%	\$ 405,927	
Europe	239,359	26,843	13%	212,516	
APAC and Other	155,693	(302)	—%	155,995	
<b>Total Direct Revenue</b>	<b>845,299</b>	<b>70,861</b>	<b>9%</b>	<b>774,438</b>	
<b>Indirect Revenue</b>					
	14,348	1,662	13%	12,686	
<b>Total Revenue</b>	<b>\$ 859,647</b>	<b>\$ 72,523</b>	<b>9%</b>	<b>\$ 787,124</b>	
<b>Direct Revenue</b>					
Tinder	\$ 481,487	\$ 40,341	9%	\$ 441,146	
Hinge	123,753	41,000	50%	82,753	
MG Asia	71,459	(4,202)	(6)%	75,661	
Evergreen & Emerging	168,600	(6,278)	(4)%	174,878	
<b>Total Direct Revenue</b>	<b>\$ 845,299</b>	<b>\$ 70,861</b>	<b>9%</b>	<b>\$ 774,438</b>	
<b>Percentage of Total Revenue:</b>					
Direct Revenue:					
Americas	52%			51%	
Europe	28%			27%	
APAC and Other	18%			20%	
<b>Total Direct Revenue</b>	<b>98%</b>			<b>98%</b>	
Indirect Revenue	2%			2%	
<b>Total Revenue</b>	<b>100%</b>			<b>100%</b>	
<b>Payers:</b>					
Americas	6,869	(1,120)	(14)%	7,989	
Europe	4,499	102	2%	4,397	
APAC and Other	3,562	74	2%	3,488	
<b>Total</b>	<b>14,930</b>	<b>(944)</b>	<b>(6)%</b>	<b>15,874</b>	
<i>(Change calculated using non-rounded numbers)</i>					
<b>RPP:</b>					
Americas	\$ 21.85	\$ 4.91	29%	\$ 16.94	
Europe	\$ 17.73	\$ 1.62	10%	\$ 16.11	
APAC and Other	\$ 14.57	\$ (0.34)	(2)%	\$ 14.91	
<b>Total</b>	<b>\$ 18.87</b>	<b>\$ 2.61</b>	<b>16%</b>	<b>\$ 16.26</b>	

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Americas Direct Revenue grew \$44.3 million, or 11%, in 2024 versus 2023, driven by 29% growth in RPP, partially offset by a 14% decrease in Payers. RPP growth was driven by higher average prices paid for subscriptions per Payer at Tinder and Hinge due to pricing optimizations and weekly subscription offerings, both of which we implemented beginning in the first half of 2023. The decrease in Payers was primarily driven by decreases at Tinder due to pricing optimizations and a decrease in users, as well as decreases in Payers at certain E&E brands, partially offset by increases at Hinge.

Europe Direct Revenue increased \$26.8 million, or 13%, in 2024 versus 2023, driven by 10% growth in RPP and a 2% increase in Payers. RPP growth was driven by higher average prices paid for subscriptions at Tinder.

APAC and Other Direct Revenue decreased \$0.3 million in 2024 versus 2023, driven by decreases at MG Asia primarily due to the strength of the U.S. dollar compared to the Turkish Lira and Japanese Yen, partially offset by increases in Payers at Hinge and Tinder.

Tinder Direct Revenue grew 9% in 2024 versus 2023, driven by growth in RPP due to pricing optimizations in the U.S. market and weekly subscription offerings that were initially introduced late in the first quarter of 2023, partially offset by a decrease in Payers attributed to the pricing optimizations and a decrease in users.

Hinge Direct Revenue grew 50% in 2024 versus 2023, driven by 31% growth in Payers and 14% growth in RPP due to pricing optimizations and weekly subscription offerings at Hinge that started in the second quarter of 2023.

MG Asia Direct Revenue declined 6% in 2024 versus 2023, primarily driven by the strengthening of the U.S. dollar compared to the Turkish Lira and Japanese Yen, partially offset by a 3% increase in Payers, primarily from Azar's expansion into Europe.

E&E Direct Revenue declined 4% in 2024 versus 2023, driven by declines in our Evergreen brands of 9% partially offset by growth at our Emerging brands of 23%.

Indirect Revenue increased due to a higher price per impression received and higher ad impressions.

**Cost of revenue (exclusive of depreciation)**

	Three Months Ended March 31,				
	2024	\$ Change	% Change	2023	
				(Dollars in thousands)	
Cost of revenue	\$ 256,742	\$ 16,732	7%	\$ 240,010	
Percentage of revenue		30%			30%

Cost of revenue increased 7% primarily due to an increase in in-app purchase fees of \$19.8 million, partially offset by net decreases in other expenses of \$3.0 million.

**Selling and marketing expense**

*For the three months ended March 31, 2024 compared to the three months ended March 31, 2023*

	Three Months Ended March 31,				
	2024	\$ Change	% Change	2023	
				(Dollars in thousands)	
Selling and marketing expense	\$ 165,301	\$ 27,942	20%	\$ 137,359	
Percentage of revenue		19%			17%

Selling and marketing expense increased primarily due to higher marketing spend at Tinder, Hinge, and certain Emerging brands; partially offset by lower marketing spend elsewhere in the portfolio.

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**General and administrative expense**

	Three Months Ended March 31,				2023
	2024	\$ Change	% Change		
	(Dollars in thousands)				
General and administrative expense	\$ 106,241	\$ 15,630	17%	\$ 90,611	
Percentage of revenue		12%			12%

General and administrative expense increased primarily due to an increase in employee compensation of \$15.7 million, including stock-based compensation increases of \$11.1 million as a result of lower forfeitures of equity-based awards in 2024 as compared to 2023.

**Product development expense**

	Three Months Ended March 31,				2023
	2024	\$ Change	% Change		
	(Dollars in thousands)				
Product development expense	\$ 115,737	\$ 17,551	18%	\$ 98,186	
Percentage of revenue		13%			12%

Product development expense increased primarily due to an increase in compensation expense of \$15.7 million related to higher headcount at Hinge and Tinder and an increase in stock-based compensation expense associated with new equity-based awards granted in the current year.

**Depreciation**

	Three Months Ended March 31,				2023
	2024	\$ Change	% Change		
	(Dollars in thousands)				
Depreciation	\$ 20,521	\$ 9,969	94%	\$ 10,552	
Percentage of revenue		2%			1%

Depreciation was higher in 2024 compared to 2023 primarily due to an increase in internally developed software placed in service.

**Amortization of intangibles**

	Three Months Ended March 31,				2023
	2024	\$ Change	% Change		
	(Dollars in thousands)				
Amortization of intangibles	\$ 10,367	\$ (1,750)	(14)%	\$ 12,117	
Percentage of revenue		1%			2%

Amortization of intangibles decreased primarily due to certain definite-lived intangible assets having been fully amortized in the prior year.

**Operating income and Adjusted Operating Income**

	Three Months Ended March 31,				(Dollars in thousands)
	2024	\$ Change	% Change	2023	
Operating income	\$ 184,738	\$ (13,551)	(7)%	\$ 198,289	
Percentage of revenue		21%			25%
Adjusted Operating Income	\$ 279,446	\$ 16,925	6%	\$ 262,521	
Percentage of revenue		33%			33%

For a reconciliation of net earnings attributable to Match Group, Inc. shareholders to Adjusted Operating Income, see "Non-GAAP Financial Measures."

Operating income decreased 7% and Adjusted Operating Income increased 6%. Operating income and Adjusted Operating Income each benefited from the increase in revenue of \$72.5 million which was driven by growth at Tinder and Hinge. The benefit was partially offset by an increase in selling and marketing expense and increases in cost of revenue due to higher in-app fees. Operating income was further impacted by increases in stock-based compensation expense, primarily due to an increase in headcount and because forfeitures of equity-based awards were lower in 2024 than in 2023, and increases in depreciation expense due to increases in internally developed software placed in service.

At March 31, 2024, there was \$524.4 million of unrecognized compensation cost, net of estimated forfeitures, related to equity-based awards, which is expected to be recognized over a weighted average period of approximately 2.3 years.

**Interest expense**

	Three Months Ended March 31,				(Dollars in thousands)
	2024	\$ Change	% Change	2023	
Interest expense	\$ 40,353	\$ 1,002	3%	\$ 39,351	

Interest expense increased primarily due to a higher interest rate on the Term Loan in the current period.

**Other income, net**

	Three Months Ended March 31,				(Dollars in thousands)
	2024	\$ Change	% Change	2023	
Other income, net	\$ 9,474	\$ 6,082	179%	\$ 3,392	

Other income, net in 2024 includes interest income of \$10.0 million, partially offset by \$0.5 million in net foreign currency losses.

Other income, net in 2023 includes interest income of \$4.5 million, partially offset by \$1.1 million in net foreign currency losses.

**Income tax provision**

	Three Months Ended March 31,				
	2024	\$ Change	% Change	2023	
	(Dollars in thousands)				
Income tax provision	\$ 30,625	\$ (11,014)	(26)%	\$ 41,639	
Effective income tax rate		20%			26%

In 2024, the income tax provision of \$30.6 million represents an effective tax rate of 20%. The effective tax rate is lower than the statutory rate primarily due to the lower tax rate on U.S. income derived from foreign sources and a benefit realized upon the conclusion of certain state income tax audits. These decreases were partially offset by state income taxes, nondeductible stock compensation and unfavorable tax adjustments due upon the vesting of certain stock-based awards due to a lower stock price on the date the awards vested compared to the grant date fair value of such awards.

In 2023, the effective tax rate was higher than the U.S. federal statutory rate primarily due to unfavorable tax adjustments upon the vesting of certain stock-based awards due to a lower stock price on the date the awards vested compared to the grant date fair value of such awards. This was partially offset by a lower tax rate on U.S. income derived from foreign sources.

A number of countries have enacted or are actively drafting legislation to implement the Organization for Economic Cooperation and Development's ("OECD") international tax framework, including the Pillar II minimum tax regime. The Company analyzed the impact of enacted legislation and is continuing to monitor future developments. The enacted legislation does not have a material impact to the income tax provision.

For further details of income tax matters see "Note 2—Income Taxes" to the consolidated financial statements included in "Item 1—Consolidated Financial Statements."

## NON-GAAP FINANCIAL MEASURES

Match Group reports Adjusted Operating Income and Revenue excluding foreign exchange effects, both of which are supplemental measures to U.S. generally accepted accounting principles ("GAAP"). Adjusted Operating Income is among the primary metrics by which we evaluate the performance of our business, on which our internal budget is based, and by which management is compensated. Revenue excluding foreign exchange effects provides a comparable framework for assessing how our business performed without the effect of exchange rate differences when compared to prior periods. We believe that investors should have access to the same set of tools that we use in analyzing our results. These non-GAAP measures should be considered in addition to results prepared in accordance with GAAP, but should not be considered a substitute for or superior to GAAP results. Match Group endeavors to compensate for the limitations of the non-GAAP measures presented by providing the comparable GAAP measures with equal or greater prominence and descriptions of the reconciling items, including quantifying such items, to derive the non-GAAP measures. We encourage investors to examine the reconciling adjustments between the GAAP and non-GAAP measures, which we discuss below.

### Adjusted Operating Income

*Adjusted Operating Income* is defined as operating income excluding: (1) stock-based compensation expense; (2) depreciation; and (3) acquisition-related items consisting of (i) amortization of intangible assets and impairments of goodwill and intangible assets, if applicable, and (ii) gains and losses recognized on changes in the fair value of contingent consideration arrangements, as applicable. We believe this measure is useful to analysts and investors as this measure allows a more meaningful comparison between our performance and that of our competitors. The above items are excluded from our Adjusted Operating Income measure because they are non-cash in nature. Adjusted Operating Income has certain limitations because it excludes the impact of certain expenses.

#### Non-Cash Expenses That Are Excluded From Adjusted Operating Income

*Stock-based compensation expense* consists principally of expense associated with the grants of stock options, restricted stock units ("RSUs"), performance-based RSUs and market-based awards. These expenses are not paid in cash, and we include the related shares in our fully diluted shares outstanding using the treasury stock method; however, performance-based RSUs and market-based awards are included only to the extent the applicable performance or market condition(s) have been met (assuming the end of the reporting period is the end of the contingency period). To the extent stock-based awards are settled on a net basis, we remit the required tax-withholding amounts from current funds.

*Depreciation* is a non-cash expense relating to our property and equipment and is computed using the straight-line method to allocate the cost of depreciable assets to operations over their estimated useful lives, or, in the case of leasehold improvements, the lease term, if shorter.

*Amortization of intangible assets and impairments of goodwill and intangible assets* are non-cash expenses related primarily to acquisitions. At the time of an acquisition, the identifiable definite-lived intangible assets of the acquired company, such as customer lists, trade names, and technology, are valued and amortized over their estimated lives. Value is also assigned to (i) acquired indefinite-lived intangible assets, which consist of trade names and trademarks, and (ii) goodwill, which are not subject to amortization. An impairment is recorded when the carrying value of an intangible asset or goodwill exceeds its fair value. We believe that intangible assets represent costs incurred by the acquired company to build value prior to acquisition and the related amortization and impairment charges of intangible assets or goodwill, if applicable, are not ongoing costs of doing business.

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The following table reconciles net earnings attributable to Match Group, Inc. shareholders to operating income and Adjusted Operating Income:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
<b>Net earnings attributable to Match Group, Inc. shareholders</b>	\$ 123,198	\$ 120,809
Add back:		
Net earnings (loss) attributable to noncontrolling interests	36	(118)
Income tax provision	30,625	41,639
Other income, net	(9,474)	(3,392)
Interest expense	40,353	39,351
<b>Operating Income</b>	<b>184,738</b>	<b>198,289</b>
Stock-based compensation expense	63,820	41,563
Depreciation	20,521	10,552
Amortization of intangibles	10,367	12,117
<b>Adjusted Operating Income</b>	<b>\$ 279,446</b>	<b>\$ 262,521</b>

**Effects of Changes in Foreign Exchange Rates on Revenue**

The impact of foreign exchange rates on the Company, due to its global reach, may be an important factor in understanding period over period comparisons if movement in exchange rates is significant. Since our results are reported in U.S. dollars, international revenue is favorably impacted as the U.S. dollar weakens relative to other currencies, and unfavorably impacted as the U.S. dollar strengthens relative to other currencies. We believe the presentation of revenue excluding the effects from foreign exchange, in addition to reported revenue, helps improve investors' ability to understand the Company's performance because it excludes the impact of foreign currency volatility that is not indicative of Match Group's core operating results.

Revenue excluding foreign exchange effects compares results between periods as if exchange rates had remained constant period over period. Revenue excluding foreign exchange effects is calculated by translating current period revenue using prior period exchange rates. The percentage change in revenue excluding foreign exchange effects is calculated by determining the change in current period revenue over prior period revenue where current period revenue is translated using prior period exchange rates.

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The following tables present the impact of foreign exchange effects on total revenue and Direct Revenue by geographic region, and RPP on a total basis and by geographic region, for the three months ended March 31, 2024, compared to the three months ended March 31, 2023:

	Three Months Ended March 31,			
	2024	\$ Change	% Change	2023
	(Dollars in thousands)			
Revenue, as reported	\$ 859,647	\$ 72,523	9%	\$ 787,124
Foreign exchange effects	20,007			
Revenue excluding foreign exchange effects	<u><u>\$ 879,654</u></u>	\$ 92,530	12%	<u><u>\$ 787,124</u></u>
Americas Direct Revenue, as reported	\$ 450,247	\$ 44,320	11%	\$ 405,927
Foreign exchange effects	7,232			
Americas Direct Revenue, excluding foreign exchange effects	<u><u>\$ 457,479</u></u>	\$ 51,552	13%	<u><u>\$ 405,927</u></u>
Europe Direct Revenue, as reported	\$ 239,359	\$ 26,843	13%	\$ 212,516
Foreign exchange effects	(4,843)			
Europe Direct Revenue, excluding foreign exchange effects	<u><u>\$ 234,516</u></u>	\$ 22,000	10%	<u><u>\$ 212,516</u></u>
APAC and Other Direct Revenue, as reported	\$ 155,693	\$ (302)	—%	\$ 155,995
Foreign exchange effects	17,481			
APAC and Other Direct Revenue, excluding foreign exchange effects	<u><u>\$ 173,174</u></u>	\$ 17,179	11%	<u><u>\$ 155,995</u></u>
Tinder Direct Revenue, as reported	\$ 481,487	\$ 40,341	9%	\$ 441,146
Foreign exchange effects	10,726			
Tinder Direct Revenue, excluding foreign exchange effects	<u><u>\$ 492,213</u></u>	\$ 51,067	12%	<u><u>\$ 441,146</u></u>
Hinge Direct Revenue, as reported	\$ 123,753	\$ 41,000	50%	\$ 82,753
Foreign exchange effects	(96)			
Hinge Direct Revenue, excluding foreign exchange effects	<u><u>\$ 123,657</u></u>	\$ 40,904	49%	<u><u>\$ 82,753</u></u>
MG Asia Direct Revenue, as reported	\$ 71,459	\$ (4,202)	(6)%	\$ 75,661
Foreign exchange effects	9,140			
MG Asia Direct Revenue, excluding foreign exchange effects	<u><u>\$ 80,599</u></u>	\$ 4,938	7%	<u><u>\$ 75,661</u></u>
E&E Direct Revenue, as reported	\$ 168,600	\$ (6,278)	(4)%	\$ 174,878
Foreign exchange effects	100			
E&E Direct Revenue, excluding foreign exchange effects	<u><u>\$ 168,700</u></u>	\$ (6,178)	(4)%	<u><u>\$ 174,878</u></u>

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	Three Months Ended March 31,				
	2024	\$ Change	% Change	2023	
RPP, as reported	\$ 18.87	\$ 2.61	16%	\$ 16.26	
Foreign exchange effects	0.45				
RPP, excluding foreign exchange effects	<u><u>\$ 19.32</u></u>	\$ 3.06	19%	<u><u>\$ 16.26</u></u>	
Americas RPP, as reported	\$ 21.85	\$ 4.91	29%	\$ 16.94	
Foreign exchange effects	0.35				
Americas RPP, excluding foreign exchange effects	<u><u>\$ 22.20</u></u>	\$ 5.26	31%	<u><u>\$ 16.94</u></u>	
Europe RPP, as reported	\$ 17.73	\$ 1.62	10%	\$ 16.11	
Foreign exchange effects	(0.35)				
Europe RPP, excluding foreign exchange effects	<u><u>\$ 17.38</u></u>	\$ 1.27	8%	<u><u>\$ 16.11</u></u>	
APAC and Other RPP, as reported	\$ 14.57	\$ (0.34)	(2)%	\$ 14.91	
Foreign exchange effects	1.64				
APAC and Other RPP, excluding foreign exchange effects	<u><u>\$ 16.21</u></u>	\$ 1.30	9%	<u><u>\$ 14.91</u></u>	

**FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES**

**Financial Position**

	<u>March 31, 2024</u>	<u>December 31, 2023</u>
	(In thousands)	
<b>Cash and cash equivalents:</b>		
United States	\$ 719,019	\$ 647,177
All other countries	195,910	215,263
Total cash and cash equivalents	914,929	862,440
Short-term investments	5,938	6,200
Total cash and cash equivalents and short-term investments	<u>\$ 920,867</u>	<u>\$ 868,640</u>
<b>Long-term debt:</b>		
Credit Facility due March 20, 2029 (a)	\$ —	\$ —
Term Loan due February 13, 2027	425,000	425,000
5.00% Senior Notes due December 15, 2027	450,000	450,000
4.625% Senior Notes due June 1, 2028	500,000	500,000
5.625% Senior Notes due February 15, 2029	350,000	350,000
4.125% Senior Notes due August 1, 2030	500,000	500,000
3.625% Senior Notes due October 1, 2031	500,000	500,000
2026 Exchangeable Notes due June 15, 2026	575,000	575,000
2030 Exchangeable Notes due January 15, 2030	575,000	575,000
Total long-term debt	3,875,000	3,875,000
Less: Unamortized original issue discount	3,252	3,479
Less: Unamortized debt issuance costs	27,847	29,279
<b>Total long-term debt, net</b>	<u>\$ 3,843,901</u>	<u>\$ 3,842,242</u>

(a) The maturity date of the Credit Facility is the earlier of (x) March 20, 2029 and (y) the date that is 91 days prior to the maturity date of the Term Loan or the existing senior notes due 2027, 2028, or 2029, or any new indebtedness used to refinance the Term Loan or such senior notes that matures prior to the date that is 91 days after March 20, 2029, in each case if and only if at least \$250 million in aggregate principal amount of such debt is outstanding on such date.

**Long-term Debt**

For a detailed description of long-term debt, see "Note 4—Long-term Debt, net" to the consolidated financial statements included in "Item 1—Consolidated Financial Statements."

## Cash Flow Information

In summary, the Company's cash flows are as follows:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Net cash provided by operating activities	\$ 284,103	\$ 120,387
Net cash used in investing activities	(26,048)	(19,790)
Net cash used in financing activities	(199,619)	(104,932)

### 2024

Net cash provided by operating activities in 2024 includes adjustments to earnings of \$63.8 million of stock-based compensation expense, \$20.5 million of depreciation, and \$10.4 million of amortization of intangibles. The increase in cash from changes in working capital primarily consists of an decrease in accounts receivable of \$71.7 million primarily related to the timing of cash receipts and an increase in taxes payable and receivable of \$11.1 million due to the timing of tax payments. These changes were partially offset by a decrease in accounts payable and other liabilities of \$22.5 million due to the timing of payments and a decrease in deferred revenue of \$11.5 million.

Net cash used in investing activities in 2024 consists primarily of capital expenditures of \$17.2 million primarily related to internal development of software and purchases of computer hardware.

Net cash used in financing activities in 2024 is primarily due to purchases of treasury stock of \$188.6 million and payments of \$9.6 million of withholding taxes paid on behalf of employees for net-settled equity awards.

### 2023

Net cash provided by operating activities in 2023 includes adjustments to earnings of \$41.6 million of stock-based compensation expense, \$12.1 million of amortization of intangibles, and \$10.6 million of depreciation. The decrease in cash from changes in working capital primarily consists of an increase in accounts receivable of \$65.7 million primarily related to the timing of cash receipts and a decrease in accounts payable and other liabilities of \$34.4 million due to the timing of payments. These changes were partially offset by an increase in income taxes payable of \$19.8 million primarily related to the timing of tax payments.

Net cash used in investing activities in 2023 consists primarily of capital expenditures of \$19.8 million primarily related to internal development of software and purchases of computer hardware.

Net cash used in financing activities in 2023 is primarily due to purchases of treasury stock of \$112.5 million, payments of \$2.1 million of withholding taxes paid on behalf of employees for net-settled equity awards, and purchases of non-controlling interests for \$1.6 million. These uses of cash were partially offset by \$11.2 million of proceeds from the issuance of common stock pursuant to stock-based awards.

## Liquidity and Capital Resources

The Company's principal sources of liquidity are its cash and cash equivalents as well as cash flows generated from operations. As of March 31, 2024, \$499.6 million was available under the Credit Facility.

The Company has various obligations related to long-term debt instruments and operating leases. For additional information on long-term debt, including maturity dates and interest rates, see "Note 4—Long-term Debt, net" to the consolidated financial statements included in "Item 1—Consolidated Financial Statements." For additional information on operating lease payments, including a schedule of obligations by year, see "Note 13—Leases" to the consolidated financial statements included in "Item 8—Consolidated Financial Statements and Supplementary Data" of the Company's Annual Report on Form 10-K for the year ended December 31, 2023. The Company believes it has sufficient cash flows from operations to satisfy these future obligations.

The Company anticipates that it will need to make capital and other expenditures in connection with the development and expansion of its operations. The Company expects that 2024 cash capital expenditures will be between \$55 million and \$65 million, relatively flat to 2023 cash capital expenditures.

We have entered into various purchase commitments, primarily consisting of web hosting services. Our obligations under these various purchase commitments are \$73.1 million for the remainder of 2024, \$85.0 million for 2025, and \$14.2 million for 2026.

At March 31, 2024, we do not have any off-balance sheet arrangements, other than as described above.

On January 30, 2024, the Board of Directors of the Company approved a share repurchase program for the repurchase of up to \$1.0 billion in aggregate value of shares of Match Group stock. Under the share repurchase program, shares of our common stock may be purchased on a discretionary basis from time to time, subject to general business and market conditions and other investment opportunities, through open market purchases, privately negotiated transactions or other means, including through Rule 10b5-1 trading plans. The share repurchase program may be commenced, suspended or discontinued at any time. During the three months ended March 31, 2024, we repurchased 5.6 million shares for \$197.6 million on a trade date basis under the share repurchase program. As of May 3, 2024, \$800.0 million in aggregate value of shares of Match Group stock remains available under the share repurchase program.

As of March 31, 2024, all of the Company's international cash can be repatriated without significant tax consequences.

Our indebtedness could limit our ability to: (i) obtain additional financing to fund working capital needs, acquisitions, capital expenditures, debt service, or other requirements; and (ii) use operating cash flow to pursue acquisitions or invest in other areas, such as developing properties and exploiting business opportunities. The Company may need to raise additional capital through future debt or equity financing to make additional acquisitions and investments or to provide for greater financial flexibility. Additional financing may not be available on terms favorable to the Company or at all.

#### **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

Management of the Company is required to make certain estimates, judgments and assumptions during the preparation of its consolidated financial statements in accordance with U.S. GAAP. These estimates, judgments and assumptions impact the reported amount of assets, liabilities, revenue and expenses and the related disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

During the three months ended March 31, 2024, there were no material changes to the Company's critical accounting policies and estimates since the disclosure in our Annual Report on Form 10-K for the year ended December 31, 2023.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

During the three months ended March 31, 2024, there were no material changes to the Company's instruments or positions that are sensitive to market risk since the disclosure in our Annual Report on Form 10-K for the year ended December 31, 2023.

**Item 4. Controls and Procedures**

The Company monitors and evaluates on an ongoing basis its disclosure controls and procedures and internal control over financial reporting in order to improve their overall effectiveness. In the course of these evaluations, the Company modifies and refines its internal processes as conditions warrant.

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Match Group management, including our principal executive and principal financial officers, evaluated the effectiveness of the Company's disclosure controls and procedures, as defined by Rule 13a-15(e) under the Exchange Act. Based on this evaluation, management has concluded that the Company's disclosure controls and procedures were effective as of the end of the period covered by this report in providing reasonable assurance that information we are required to disclose in our filings with the Securities and Exchange Commission under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, and includes controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There were no changes to the Company's internal control over financial reporting during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II**  
**OTHER INFORMATION**

**Item 1. Legal Proceedings**

**Overview**

We are, and from time to time may become, involved in various legal proceedings arising in the normal course of our business activities, such as trademark and patent infringement claims, trademark oppositions, and consumer or advertising complaints, as well as stockholder derivative actions, class action lawsuits, mass arbitrations, and other matters. The amounts that may be recovered in such matters may be subject to insurance coverage. The litigation matters described below involve issues or claims that may be of particular interest to our stockholders, regardless of whether any of these matters may be material to our financial position or operations based upon the standard set forth in the SEC's rules.

Pursuant to the Transaction Agreement, entered into in connection with our separation from IAC/InterActiveCorp, now known as IAC Inc. ("IAC"), we have agreed to indemnify IAC for matters relating to any business of Former Match Group, including indemnifying IAC for costs related to the matters described below other than the matter described under the heading "Newman Derivative and Stockholder Class Action Regarding Separation Transaction".

The official names of legal proceedings in the descriptions below (shown in italics) reflect the original names of the parties when the proceedings were filed as opposed to the current names of the parties following the separation of Match Group and IAC.

**Consumer Class Action Litigation Challenging Tinder's Age-Tiered Pricing**

On May 28, 2015, a putative state-wide class action was filed against Tinder in state court in California. See *Allan Candelore v. Tinder, Inc.*, No. BC583162 (Superior Court of California, County of Los Angeles). The complaint principally alleges that Tinder violated California's Unruh Civil Rights Act by offering and charging users over a certain age a higher price than younger users for subscriptions to its premium Tinder Plus service. Plaintiff has moved to certify a class based upon California Tinder Plus and Tinder Gold subscribers age 29 and over, and we have opposed. We believe that we have strong defenses to the allegations in the *Candelore* lawsuit and will continue to defend vigorously against it.

**FTC Lawsuit Against Former Match Group**

On September 25, 2019, the United States Federal Trade Commission (the "FTC") filed a lawsuit in federal district court in Texas against the company formerly known as Match Group ("Former Match Group"). See *FTC v. Match Group, Inc.*, No. 3:19-cv-02281-K (Northern District of Texas). The complaint alleges that, prior to mid-2018, for marketing purposes Match.com notified non-paying users that other users were attempting to communicate with them, even though Match.com had identified those subscriber accounts as potentially fraudulent, thereby inducing non-paying users to subscribe and exposing them to the risk of fraud should they subscribe. The complaint also challenges the adequacy of Match.com's disclosure of the terms of its six-month guarantee, the efficacy of its cancellation process, and its handling of chargeback disputes. The complaint seeks among other things permanent injunctive relief, civil penalties, restitution, disgorgement, and costs of suit. On March 24, 2022, the court granted our motion to dismiss with prejudice on Claims I and II of the complaint relating to communication notifications and granted our motion to dismiss with respect to all requests for monetary damages on Claims III and IV relating to the guarantee offer and chargeback policy. On July 19, 2022, the FTC filed an amended complaint adding Match Group, LLC as a defendant. On September 11, 2023, both parties filed motions for summary judgment. We believe we have strong defenses to the FTC's claims regarding Match.com's practices, policies, and procedures and will continue to defend vigorously against them.

**Irish Data Protection Commission Inquiry Regarding Tinder's Practices**

On February 3, 2020, we received a letter from the Irish Data Protection Commission (the "DPC") notifying us that the DPC had commenced an inquiry examining Tinder's compliance with the EU's General Data Protection Regulation ("GDPR"), focusing on Tinder's processes for handling access and deletion requests and Tinder's user data retention policies. On January 8, 2024, the DPC provided us with a preliminary draft decision alleging that certain of Tinder's access and retention policies, largely relating to protecting the safety and privacy

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of Tinder's users, violate GDPR requirements. We filed our response to the preliminary draft decision on March 15, 2024. We believe we have strong defenses to these claims and will defend vigorously against them.

### **Newman Derivative and Stockholder Class Action Regarding Separation Transaction**

On June 24, 2020, a Former Match Group shareholder filed a complaint in the Delaware Court of Chancery against Former Match Group and its board of directors, as well as Match Group, IAC Holdings, Inc., and Barry Diller seeking to recover unspecified monetary damages on behalf of the Company and directly as a result of his ownership of Former Match Group stock in relation to the separation of Former Match Group from its former majority shareholder, Match Group. See *David Newman et al. v. IAC/Interactive Corp. et al.*, C.A. No. 2020-0505-MTZ (Delaware Court of Chancery). The complaint alleges that that the special committee established by Former Match Group's board of directors to negotiate with Match Group regarding the separation transaction was not sufficiently independent of control from Match Group and Mr. Diller and that Former Match Group board members failed to adequately protect Former Match Group's interest in negotiating the separation transaction, which resulted in a transaction that was unfair to Former Match Group and its shareholders. On January 21, 2021, the case was consolidated with other shareholder actions, and an amended complaint was filed on April 14, 2021. See *In Re Match Group, Inc. Derivative Litigation*, Consolidated C.A. No. 2020-0505-MTZ (Delaware Court of Chancery). On September 1, 2022, the court granted defendants' motion to dismiss with prejudice. On October 3, 2022, plaintiffs filed an amended notice of appeal with the Delaware Supreme Court, and on April 4, 2024, the Delaware Supreme Court reversed and remanded the Chancery Court's dismissal, except for the Chancery Court's dismissal of derivative claims, which the Supreme Court affirmed. We believe we have strong defenses to the allegations in this lawsuit and the appeal and will defend vigorously against them.

### **FTC Investigation of Certain Subsidiary Data Privacy Representations**

On March 19, 2020, the FTC issued an initial Civil Investigative Demand ("CID") to the Company requiring us to produce certain documents and information regarding the allegedly wrongful conduct of OkCupid in 2014 and our public statements in 2019 regarding such conduct and whether such conduct and statements were unfair or deceptive under the FTC Act. On May 26, 2022, the FTC filed a Petition to Enforce Match Civil Investigative Demand. See *FTC v. Match Group, Inc.*, No. 1:22-mc-00054 (District of Columbia). We believe we have strong defenses to the FTC's investigation and petition to enforce and will defend vigorously against them.

### **Bardaji Securities Class Action**

On March 6, 2023, a Match Group shareholder filed a complaint in federal district court in Delaware against Match Group, Inc., its Chief Executive Officer, its former Chief Executive Officer, and its President and Chief Financial Officer seeking to recover unspecified monetary damages on behalf of a class of acquirers of Match Group securities between November 3, 2021 and January 31, 2023. See *Leopold Riola Bardaji v. Match Group, Inc. et al.*, No. 1:23-cv-00245-UNA (District of Delaware). The complaint alleges that Match Group, Inc. misrepresented and/or failed to disclose that its Tinder business was not effectively executing on its new product initiatives; as a result, Tinder was not on track to deliver its planned product initiatives in 2022; and therefore, Match Group, Inc.'s statements about its Tinder's business, product initiatives, operations, and prospects lacked a reasonable basis. On July 24, 2023, lead plaintiff Northern California Pipe Trades Trust Funds filed an amended complaint. The amended complaint added allegations regarding misrepresentations relating to Match Group's acquisition of Hyperconnect and the business' subsequent integration and performance. On September 20, 2023, defendants filed a motion to dismiss. We believe that we have strong defenses to the allegations in this lawsuit and will defend vigorously against them.

### **Oksayan Class Action**

On February 14, 2024, a putative class action lawsuit was filed against Match Group, Inc. in the Northern District of California by six plaintiffs from California, New York, Georgia, and Florida. Among other things, Plaintiffs allege that the Tinder, Hinge, and The League apps are designed to be "addictive" in violation of various consumer protection, product liability, negligence, and other laws. Plaintiffs claim that these services' business models and features addict unsuspecting users, leading to increased depression, loneliness, among other things. Plaintiffs further allege that Tinder, Hinge, and The League failed to warn them of the risks of addiction and that the apps are engaging in fraudulent business practices by marketing their apps in a misleading way. Plaintiffs seek monetary damages, as well as injunctive relief (implementing warnings, discontinuing certain marketing campaigns, providing resources). On March 15, 2024, we filed a motion to compel plaintiffs' claims to

arbitration. We believe that we have strong defenses to the allegations in this lawsuit and will defend vigorously against them.

**Item 1A. Risk Factors**

This quarterly report on Form 10-Q contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. All statements that are not historical facts are “forward-looking statements.” The use of words such as “anticipates,” “estimates,” “expects,” “plans,” and “believes,” among others, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to: Match Group’s future financial performance, Match Group’s business prospects and strategy, anticipated trends and prospects in the industries in which Match Group’s businesses operate, and other similar matters. These forward-looking statements are based on Match Group management’s current expectations and assumptions about future events as of the date of this quarterly report, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict.

Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others: our ability to maintain or grow the size of our user base, competition, the limited operating history of some of our brands, our ability to attract users to our services through cost-effective marketing and related efforts, our ability to distribute our services through third parties and offset related fees, risks related to our use of artificial intelligence, foreign currency exchange rate fluctuations, the integrity and scalability of our systems and infrastructure (and those of third parties) and our ability to adapt ours to changes in a timely and cost-effective manner, our ability to protect our systems from cyberattacks and to protect personal and confidential user information, risks relating to certain of our international operations and acquisitions, damage to our brands’ reputations as a result of inappropriate actions by users of our services, uncertainties related to the tax treatment of our separation from IAC, uncertainties related to the acquisition of Hyperconnect, including, among other things, the expected benefits of the transaction and the impact of the transaction on the businesses of Match Group, and macroeconomic conditions.

Certain of these and other risks and uncertainties are discussed in Match Group’s filings with the Securities and Exchange Commission, including in Part I “Item 1A. Risk Factors” of our annual report on Form 10-K for the fiscal year ended December 31, 2023. Other unknown or unpredictable factors that could also adversely affect Match Group’s business, financial condition, and results of operations may arise from time to time. In light of these risks and uncertainties, these forward-looking statements discussed in this quarterly report may not prove to be accurate. Accordingly, you should not place undue reliance on these forward-looking statements, which only reflect the views of Match Group management as of the date of this quarterly report. Match Group does not undertake to update these forward-looking statements.

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

**Unregistered Sales of Equity Securities**

The Company did not issue or sell any shares of its common stock or any other equity securities pursuant to unregistered transactions during the quarter ended March 31, 2024.

### Issuer Purchases of Equity Securities

The following table sets forth purchases by the Company of its common stock during the quarter ended March 31, 2024:

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	(d) Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under Publicly Announced Plans or Programs <sup>(2)</sup>
January 2024	—	\$ —	—	\$ 1,000,000,000
February 2024	1,917,899	\$ 36.42	1,917,899	930,153,109
March 2024	3,699,120	\$ 34.54	3,699,120	802,373,913
Total	<u>5,617,019</u>	<u>\$ 35.18</u>	<u>5,617,019</u>	<u>\$ 802,373,913</u>

<sup>(1)</sup> Reflects repurchases made pursuant to the \$1.0 billion share repurchase program authorized in January 2024.

<sup>(2)</sup> Represents the aggregate value of shares of common stock that remained available for repurchase pursuant to the Company's repurchase program. The timing and actual number of any shares repurchased will depend on a variety of factors, including price, general business and market conditions, and alternative investment opportunities. The Company is not obligated to purchase any shares under the repurchase program, and repurchases may be commenced, suspended or discontinued from time to time without prior notice.

### Item 5. *Other Information*

#### Insider Trading Arrangements

During the three months ended March 31, 2024, no director or officer (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

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**Item 6. Exhibits**

The documents set forth below, numbered in accordance with Item 601 of Regulation S-K, are filed herewith, incorporated by reference herein by reference to the location indicated or furnished herewith.

Exhibit No.	Exhibit Description	Incorporated by Reference			Filing Date	Filed (†) or Furnished (‡) Herewith (as indicated)
		Form	SEC File No.	Exhibit		
<a href="#">10.1</a>	<a href="#">2024 Form of Award Agreement for Restricted Stock Units granted under the Match Group, Inc. 2015 Stock and Annual Incentive Plan</a>					†
<a href="#">10.2</a>	<a href="#">2024 Form of Award Agreement for Performance-based Restricted Stock Units granted under the Match Group, Inc. 2015 Stock and Annual Incentive Plan</a>					†
<a href="#">10.3</a>	<a href="#">Amendment No. 9 dated as of March 20, 2024 to the Credit Agreement dated as of October 7, 2015, as amended and restated as of November 16, 2015, as further amended as of December 16, 2015, as further amended as of December 8, 2016, as further amended as of August 14, 2017, as further amended as of December 17, 2018, as further amended as of February 13, 2020, as further amended as of March 26, 2021 and as further amended as of June 21, 2023, among Match Group Holdings II, LLC, as borrower, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the other parties thereto</a>	8-K	001-34148	10.1	3/22/2024	
<a href="#">31.1</a>	<a href="#">Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					†
<a href="#">31.2</a>	<a href="#">Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					†
<a href="#">32.1</a>	<a href="#">Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					‡
<a href="#">32.2</a>	<a href="#">Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					‡
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)					

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**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.

May 8, 2024

**MATCH GROUP, INC.**

By: \_\_\_\_\_

*/s/ GARY SWIDLER*

Gary Swidler

*President and*

*Chief Financial Officer*

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<i>/s/ GARY SWIDLER</i> Gary Swidler	President and Chief Financial Officer	May 8, 2024

**Match Group, Inc. Notice of Restricted Stock Unit Grant ("Award Notice")**

This Award Notice is to notify the Award Recipient set forth below that you have been granted an award (the "Award") of restricted stock units ("RSUs") under the Match Group, Inc. 2015 Stock and Annual Incentive Plan, as amended (the "2015 Plan"), subject to the attached Terms and Conditions for Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached thereto (the "Appendix" and, together with the Terms and Conditions for Restricted Stock Units, the "RSU T&C's"), and the 2015 Plan. Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2015 Plan.

**Award Recipient:** \_\_\_\_\_

**Number of Shares Subject to RSUs:** \_\_\_\_\_ Shares

**Award Date:** \_\_\_\_\_

**Impact of a Termination of Employment:** Except as otherwise provided in the attached RSU T&C's or the 2015 Plan, upon your Termination of Employment, any and all unvested RSUs (including any Dividend Equivalents (as defined in the RSU T&C's)) underlying your Award will be forfeited and canceled in their entirety.

**Terms and Conditions:**

Your RSUs (and any Dividend Equivalents) are subject to the RSU T&C's and to the 2015 Plan, which are incorporated herein by reference. A copy of the 2015 Plan is available upon request from Match Group's People Department or by emailing EmployeeEquity@match.com

Without a complete review of these documents, you will not have a full understanding of all the material terms of your RSUs.

**Vesting Schedule:**

Subject to your continued employment with Match Group, Inc. ("Match Group") or one of its Subsidiaries, your RSUs shall vest according to the schedule below.

[INSERT VESTING SCHEDULE]

**You are required to accept this Award of RSUs by clicking "Accept" on the Morgan Stanley Shareworks award acceptance page or providing your consent by such procedures as may be prescribed by Match Group (including by other electronic acceptance procedures) within 90 days after the "Award Date" contained in this Award Notice. If you do not accept the Award of RSUs within 90 days of the Award Date, the RSUs (including any Dividend Equivalents) will be cancelled and forfeited, and you will not be entitled to any of the RSUs (or any Dividend Equivalents), any of the Shares subject to the RSUs (or any Dividend Equivalents) or any equivalent benefit.**

By accepting the RSUs, you acknowledge receipt of a copy of the 2015 Plan and agree (i) that this Award of RSUs is granted under and governed by the 2015 Plan, the RSU T&C's and this Award Notice, (ii) that you have reviewed the 2015 Plan, the RSU T&C's and this Award Notice in their entirety, have had an opportunity to obtain the advice of counsel, and fully understand all provisions of the 2015 Plan, the RSU T&C's and this Award Notice, and (iii) to accept as binding, conclusive, and final all decisions or interpretations of the Committee upon any questions relating to the 2015 Plan, the RSU T&C's and the Award Notice.

**Terms and Conditions for Restricted Stock Units Granted Under the  
Match Group, Inc. 2015 Stock and Annual Incentive Plan**

**Overview**

These Terms and Conditions for Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached hereto (the "Appendix" and, together with these Terms and Conditions for Restricted Stock Units, the "RSU T&C's") apply to your award of restricted stock units (the "Award") granted pursuant to Section 7 of the Match Group, Inc. 2015 Stock and Annual Incentive Plan, as amended (the "2015 Plan") (and any associated Dividend Equivalents), and the Notice of Restricted Stock Unit Grant (the "Award Notice") to which these RSU T&C's are attached. All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the 2015 Plan.

**Continuous Service**

In order for your Award to vest, you must be continuously employed by Match Group, Inc. ("Match Group") or one of its Subsidiaries during the Restriction Period (as defined below). Nothing in your Award Notice, these RSU T&C's or the 2015 Plan shall confer upon you any right to continue in the employ or service of Match Group or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

**Vesting**

Subject to these RSU T&C's and the 2015 Plan, the restricted stock units ("RSUs") in respect of your Award shall vest and no longer be subject to any restriction (such period during which such restriction applies is the "Restriction Period") as specified in your Award Notice.

**Dividend Equivalents**

As of any date that Match Group pays an ordinary cash dividend on its Shares, you will be credited a number of dividend equivalents ("Dividend Equivalents") equal to (i) the per share cash dividend amount paid by Match Group on its Shares on such date divided by the Fair Market Value of a Share on such date, multiplied by (ii) the total number of RSUs subject to the Award that are outstanding immediately prior to the record date for such dividend, rounded down to the nearest whole number. Any Dividend Equivalents credited pursuant to the foregoing sentence shall be subject to the same vesting, settlement and other terms, conditions and restrictions as the original RSUs to which they relate, including, but not limited to, the obligation to satisfy the Tax-Related Items defined and described below under "Responsibility for Taxes and Withholding." No crediting of Dividend Equivalents shall be made pursuant to this section with respect to any RSUs which, immediately prior to the record date for that dividend, have either been settled pursuant to the section below titled "Settlement" or terminated for any reason.

**Termination of Employment**

The treatment of the RSUs in respect of your Award upon a Termination of Employment is set forth in these RSU T&C's and the 2015 Plan. Except as set forth in your Award Notice, employment agreement (if applicable) or below, upon any Termination of Employment during the Restriction Period for any reason (including, for the avoidance of doubt, due to your death or Disability) any unvested portion of your Award (including any unvested Dividend Equivalents) shall be forfeited and canceled in its entirety effective immediately upon such event.

If: (i) your employment is terminated for Cause or if you resign in anticipation of being terminated for Cause or (ii) following any termination of your employment for any reason, Match Group becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that would have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage (economic, reputational or otherwise) to Match Group and/or any of its Subsidiaries (the "Underlying Event") (and which would not have been curable upon notice), then: (a) your Award (whether or not vested) (and any Dividend Equivalents) shall be forfeited and canceled in its entirety and (b) if your Award vested after the Underlying Event, then Match Group shall be entitled to recover from you at any time within two (2) years after such vesting, and you

shall pay over to Match Group, any amounts realized as a result of such vesting. This remedy shall be without prejudice to, or waiver of, any other remedies Match Group and/or its Subsidiaries may have in such event.

#### **Settlement**

Subject to your satisfaction of any withholding obligations for Tax-Related Items defined and described immediately below under "Responsibility for Taxes and Withholding," as soon as practicable after any RSUs and Dividend Equivalents in respect of your Award have vested and are no longer subject to the Restriction Period, such RSUs and Dividend Equivalents shall be settled. For each RSU or Dividend Equivalent settled, Match Group shall issue one Share for each RSU or Dividend Equivalent vesting. Notwithstanding the foregoing, Match Group shall be entitled to hold the Shares or cash issuable to you upon settlement of all RSUs and Dividend Equivalents that have vested until Match Group or the agent selected by Match Group to administer the 2015 Plan (the "Agent") has received from you: (i) a duly executed Form W-9 or W-8, as applicable or (ii) payment for any Tax-Related Items of any kind required by law to be withheld with respect to such RSUs and Dividend Equivalents.

#### **Responsibility for Taxes and Withholding**

You acknowledge that, regardless of any action taken by Match Group or, if different, the Subsidiary or Affiliate for which you provide services (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the 2015 Plan and legally applicable or deemed applicable to you ("Tax-Related Items") is and remains your responsibility and may exceed the amount, if any, actually withheld by Match Group or the Employer. You further acknowledge that Match Group and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs (including any Dividend Equivalents) or the underlying shares, including, but not limited to, the grant, vesting or settlement of the RSUs and any Dividend Equivalents, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or Dividend Equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs or any Dividend Equivalents to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Match Group and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to Match Group and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize Match Group and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

- i. requiring you to make a payment in a form acceptable to Match Group; or
- ii. withholding from your wages or other cash compensation payable to you, in accordance with applicable law; or
- iii. withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs and any Dividend Equivalents either through a voluntary sale or through a mandatory sale arranged by Match Group (on your behalf pursuant to this authorization without further consent); or
- iv. withholding in Shares to be issued upon settlement of the RSUs and any Dividend Equivalents, provided, however, that if you are a Section 16 officer of Match Group under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding in advance of the taxable event; or
- v. any other method of withholding determined by Match Group and, to the extent required by and in accordance with applicable law or the 2015 Plan, approved by the Committee.

Match Group and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash through the Employer's normal payroll processes (with no entitlement to the equivalent in Common Stock) or,

if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authority or to Match Group and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding Shares, you are deemed to have been issued the full number of shares subject to the vested RSUs and any vested Dividend Equivalents, notwithstanding that a number of Shares are withheld for the purpose of paying the Tax-Related Items.

You agree to pay to Match Group or the Employer any amount of Tax-Related Items that Match Group or the Employer may be required to withhold or account for as a result of your participation in the 2015 Plan that cannot be satisfied by the means previously described. Match Group may refuse to honor the vesting of the RSUs and/or any Dividend Equivalents and/or refuse to issue or deliver the Shares to be issued upon settlement of the RSUs and/or any Dividend Equivalents or the proceeds from the sale of the Shares to be acquired upon settlement of the RSUs and/or any Dividend Equivalents if you fail to comply with your obligations in connection with the Tax-Related Items.

#### **Change in Control**

*Change in Control.* "Change in Control" is defined as set forth in the 2015 Plan. The vesting of your Award will not be accelerated upon a Change in Control of Match Group. However, in the event that you cease to be employed within the two (2) year period following a Change in Control of Match Group as a result of: (i) a termination without Cause or (ii) your resignation for Good Reason, then 100% of your Award shall vest in one lump sum installment as of the date of such event. The Disaffiliation of the business or subsidiary of Match Group by which you are employed or for which you are performing services at the time of such sale or other disposition by Match Group shall be considered a Termination of Employment (*not* a Change in Control of Match Group) and shall be governed by the applicable provisions of the 2015 Plan and the provision set forth under the caption "Termination of Employment" above; *provided, however,* that the Committee may deem it appropriate to make an equitable adjustment to the number of RSUs and the number and kind of Shares underlying the RSUs underlying your Award.

#### **Non-Transferability of the RSUs**

Until such time as your RSUs are ultimately settled, they (and any Dividend Equivalents) shall not be transferable by you by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

#### **No Rights as a Stockholder**

Except as otherwise specifically provided in the 2015 Plan, unless and until your RSUs and any Dividend Equivalents are settled, you shall not be entitled to any rights of a stockholder with respect to the RSUs and any Dividend Equivalents (including the right to vote the shares underlying your RSUs and the right to receive dividends (except as expressly provided above with respect to Dividend Equivalents), among other rights).

#### **Other Restrictions**

The RSUs and any Dividend Equivalents shall be subject to the requirement that, if at any time the Committee shall determine that: (i) the listing, registration or other qualification of the Shares subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval or permit of any government regulatory body, is necessary or desirable as a condition of (or in connection with) the delivery of shares, then in any such event, the award of RSUs shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

#### **Conflicts and Interpretation**

In the event of any conflict between these RSU T&C's and the 2015 Plan, the 2015 Plan shall control; *provided, that* an action or provision that is permissive under the terms of the 2015 Plan, and required under these RSU T&C's, shall not be deemed a conflict and these RSU T&C's shall control. In the event of any ambiguity in these RSU T&C's, or any matters as to which these RSU T&C's are silent, the 2015 Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the 2015 Plan, (ii) prescribe, amend and rescind rules and regulations relating to the 2015 Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the 2015 Plan. In the event of any conflict between your Award Notice (or any other information posted by Match Group or the Agent

online or given to you directly or indirectly through the Agent) and Match Group's books and records, or (ii) ambiguity in the Award Notice (or any other information posted by Match Group or the Agent online or given to you directly or indirectly through the Agent), Match Group's books and records shall control.

#### **Amendment**

Match Group may modify, amend or waive the terms of your RSUs and any outstanding Dividend Equivalents, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair your rights without your consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules.

#### **Data Privacy**

**Data Processing.** Match Group and your Employer collects, uses, discloses and otherwise processes certain information about you for purposes of implementing, administering and managing the 2015 Plan. You understand that this information may include, without limitation, your name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in Match Group or its Subsidiaries, details of all equity awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "Personal Data"). The legal basis for the processing of your Personal Data, where required, is performance of this agreement or your consent, if such consent is required under applicable law.

**Stock Plan Administration Service Providers.** You understand that Match Group transfers your Personal Data, or parts thereof, to Morgan Stanley, an independent service provider based in the U.S., which assists Match Group with the implementation, administration and management of the 2015 Plan. In the future, Match Group may select different service providers and share your Personal Data with such different service providers that serve Match Group in a similar manner. Match Group's service providers will open an account for you to receive and trade Shares acquired under the 2015 Plan and you may be asked to agree on separate terms and data processing practices with the service provider, which is a condition of any ability to participate in the 2015 Plan.

**International Data Transfers.** Match Group and, as of the date hereof, Morgan Stanley, are based in the U.S. If you are located outside the U.S., the legal basis, where required, for the transfer of Personal Data to the U.S. is performance of this agreement or your consent, if such consent is required under applicable law.

**Data Retention.** Match Group will process your Personal Data only as long as is necessary to implement, administer and manage your participation in the 2015 Plan, or to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. In the latter case, you understand and acknowledge that Match Group's legal basis, where required, for the processing of your Personal Data would be compliance with the relevant laws or regulations. When Match Group no longer needs Personal Data for any of the above purposes, you understand that Match Group will remove it from its systems.

**Data Subject Rights.** You understand that data subject rights regarding the processing of personal data vary depending on the applicable law. Additional location-based information on how Match Group and your Employer processes your Personal Data, including information regarding your rights under applicable data protection law are available at:

- California Employee Privacy Policy
- Canadian Employee Privacy Policy
- EU Employee Privacy Policy (FR)
- EU Employee Privacy Policy (ENG)

- **EU Employee Privacy Policy (GER)**
- **APAC Employee Privacy Policy (ENG)**
- **APAC Employee Privacy Policy (JP)**
- **Egyptian Employee Privacy Policy**
- **Brazilian Employee Privacy Policy**

You may also find a copy of these policies available on Workday.

**Voluntariness and Consequences of Denial/Withdrawal of Consent.** If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2015 Plan (e.g., South Korea), you understand that any participation in the 2015 Plan and your consent are purely voluntary. You may withdraw your consent at any time, with future effect and for any or no reason. If you withdraw your consent, Match Group cannot offer participation in the 2015 Plan or grant RSUs or other equity awards to you or administer or maintain such awards, and you will not be eligible to participate in the 2015 Plan. You further understand that denial or withdrawal of your consent would not affect your relationship with Match Group and/or your Employer and that you would merely forfeit the opportunities associated with the 2015 Plan.

**Data Privacy Consent.** If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2015 Plan (e.g., South Korea), you acknowledge that you have consented to the collection, use, disclosure, and onward transfer of your Personal Data to Stock Plan Administration Service Providers as outlined in the Notice of Data Processing South Korea.

#### Nature of Grant

In accepting the RSUs, you acknowledge, understand and agree that:

- i. the 2015 Plan is established voluntarily by Match Group, it is discretionary in nature and it may be modified, amended, suspended or terminated by Match Group at any time, to the extent permitted by the 2015 Plan;
- ii. the Award of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
- iii. all decisions with respect to future RSUs or other equity awards, if any, will be at the sole discretion of Match Group;
- iv. the Award of RSUs and your participation in the 2015 Plan shall not be interpreted as forming or amending an employment or service contract with Match Group or the Employer, and shall not interfere with the ability of Match Group, the Employer or any other Subsidiary or Affiliate, as applicable, to terminate your employment relationship (if any);
- v. you are voluntarily participating in the 2015 Plan;
- vi. the RSUs, any Dividend Equivalents and the Shares subject to the RSUs and any Dividend Equivalents, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- vii. the RSUs, any Dividend Equivalents and the Shares subject to the RSUs and any Dividend Equivalents, and the income from and value of the same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;

- viii. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; and
- ix. no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs or any Dividend Equivalents resulting from the termination of your employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any).

#### **No Advice Regarding Grant**

Match Group is not providing any tax, legal or financial advice, nor is Match Group making any recommendations regarding your participation in the 2015 Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the 2015 Plan before taking any action related to the 2015 Plan.

#### **Section 409A of the Code**

Your Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder ("Section 409A"). However, if: (i) any amounts or benefits payable in respect of your Award are determined to be non-qualified deferred compensation within the meaning of Section 409A, (ii) such amounts become payable upon a termination of employment and (iii) you are a "Specified Employee" (as defined under Section 409A) as of the date of your termination of employment, then such amounts or benefits (if any) shall be paid or provided to you in a single lump sum on the earlier of (x) the first day of the seventh month following your termination of employment and (y) your death.

In no event shall Match Group be required to pay you any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A with respect to any amounts or benefits paid to you in respect of your Award.

#### **Language**

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in the English language, so as to enable you to understand the provisions of these RSU T&C's and the 2015 Plan. If you have received these RSU T&C's or any other document related to the 2015 Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

#### **Appendix**

Notwithstanding any provision in these Terms and Conditions for Restricted Stock Units, if you reside outside of and/or are subject to the laws of a country outside the United States, the RSUs (and any Dividend Equivalents) will be subject to any additional terms and conditions for your country set forth in the Appendix, and by the acceptance of your RSUs, you agree to such additional terms and conditions for your country. Further, if you transfer your residence and/or employment to a country included in the Appendix after the grant of the RSUs, the additional terms and conditions for such country will apply to you to the extent Match Group determines, in its sole discretion, that the application of such additional terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of these RSU T&C's and any reference to the RSU T&C's herein includes the Appendix.

#### **Severability**

The provisions of these RSU T&C's are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

### **Imposition of Other Requirements**

Match Group reserves the right to impose other requirements on your participation in the 2015 Plan, on the RSUs (and any Dividend Equivalents) and on any Shares acquired under the 2015 Plan, to the extent Match Group determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

### **Compliance with Law**

Notwithstanding any other provision of the 2015 Plan or these RSU T&C's, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Shares, Match Group shall not be required to deliver any shares issuable upon settlement of the RSUs and any Dividend Equivalents prior to the completion of any registration or qualification of the shares under any U.S. or non-U.S. local, state or federal securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval Match Group shall, in its absolute discretion, deem necessary or advisable. You understand that Match Group is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Match Group shall have unilateral authority to amend these RSU T&C's without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

### **Exchange Control, Foreign Asset/Account and/or Tax Reporting**

Depending upon the country to which laws you are subject, you may have certain foreign asset/account and/or tax reporting requirements that may affect your ability to acquire or hold Shares under the 2015 Plan or cash received from participating in the 2015 Plan (including from any dividends or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in your country. You also may be required to repatriate cash received from participating in the 2015 Plan to your country within a certain period of time after receipt. You are responsible for knowledge of and compliance with any such regulations and should speak with your personal tax, legal and financial advisors regarding same.

### **Waiver**

You acknowledge that a waiver by Match Group of a breach of any provision of these RSU T&C's shall not operate or be construed as a waiver of any other provision of these RSU T&C's, or of any subsequent breach by you or any other Participant.

### **Governing Law**

The Award of RSUs and these RSU T&C's are governed by, and subject to, the laws of the State of Delaware, without reference to principles of conflict of laws.

**Match Group, Inc. Notice of Performance-Based Restricted Stock Unit Grant ("Award Notice")**

This Award Notice is to notify the Award Recipient set forth below that you have been granted an award (the "Award") of performance-based restricted stock units ("PSUs") (the "Target PSUs") under the Match Group, Inc. 2015 Stock and Annual Incentive Plan, as amended (the "2015 Plan"), that will vest based on the achieved results against the Performance Conditions as set forth on Attachment A. PSUs shall be settled in shares of Match Group common stock ("Shares"). Except as otherwise set forth herein, the PSUs will be subject to the attached Terms and Conditions for Performance-Based Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached thereto (the "Appendix" and, together with the Terms and Conditions for Performance-Based Restricted Stock Units, the "PSU T&C's"), and the 2015 Plan. Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2015 Plan.

**Award Recipient:** \_\_\_\_\_

**Number of Shares Subject to Target** \_\_\_\_\_ Shares

**PSUs**

**Award Date:** \_\_\_\_\_

**Performance-Based Vesting Conditions**

In order for the PSUs (and any Dividend Equivalents (as defined in the PSU T&C's)) to vest, the award recipient must be continuously employed as a service provider by Match Group or one of its subsidiaries through the Vesting Date (the "Continuous Service Requirement").

Assuming the satisfaction of the Continuous Service Requirement, the number of PSUs (and any Dividend Equivalents) that will be earned and vest on the Vesting Date shall be determined by application of the Performance Conditions to the Target PSUs (and any Dividend Equivalents) as set forth on Attachment A, subject to the terms set forth in this Award Notice and the PSU T&C's.

The Committee shall retain the sole discretion to adjust any or all of the Performance Conditions to reflect any significant event that the Committee determines, in its good faith judgment, is likely to have a meaningful impact on the likelihood of the achievement of the Performance Conditions.

Final determinations regarding the levels of Performance Conditions achieved (and corresponding number of PSUs (and any Dividend Equivalents) earned) shall be made by the Committee in good faith, based on its beliefs regarding the spirit and intent of the Plan.

**Impact of a Termination of Employment**

Except as otherwise provided in the attached PSU T&C's or the 2015 Plan, upon your Termination of Employment, any and all unvested PSUs (including any Dividend Equivalents) underlying your Award will be forfeited and canceled in their entirety.

**Terms and Conditions:**

Your PSUs (and any Dividend Equivalents) are subject to the PSU T&C's and to the 2015 Plan, which are incorporated herein by reference. A copy of the 2015 Plan is available upon request from Match Group's People Department or by emailing EmployeeEquity@match.com

Without a complete review of these documents, you will not have a full understanding of all the material terms of your PSUs.

**You are required to accept this Award of PSUs by clicking "Accept" on the Morgan Stanley Shareworks award acceptance page or providing your consent by such procedures as may be prescribed by Match Group (including by other electronic acceptance procedures) within 90 days after the "Award Date" contained in this Award Notice. If you do not accept the Award of PSUs within 90 days of the Award Date, the PSUs (including any Dividend Equivalents) will be cancelled and forfeited, and you will not be entitled to any of the PSUs (or any Dividend Equivalents), any of the Shares subject to the PSUs (or any Dividend Equivalents) or any equivalent benefit.**

By accepting the PSUs, you acknowledge receipt of a copy of the 2015 Plan and agree (i) that this Award of PSUs is granted under and governed by the 2015 Plan, the PSU T&C's and this Award Notice, (ii) that you have reviewed the 2015 Plan, the PSU T&C's and this Award Notice in their entirety, have had an opportunity to obtain the advice of counsel, and fully understand all provisions of

the 2015 Plan, the PSU T&C's and this Award Notice, and (iii) to accept as binding, conclusive, and final all decisions or interpretations of the Committee upon any questions relating to the 2015 Plan, the PSU T&C's and the Award Notice.

**ATTACHMENT A**

A-1

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**Terms and Conditions for Performance-Based Restricted Stock Units Granted Under the  
Match Group, Inc. Amended and Restated 2017 Stock and Annual Incentive Plan**

## **Overview**

These Terms and Conditions for Performance-Based Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached hereto (the "Appendix" and, together with these Terms and Conditions for Performance-Based Restricted Stock Units, the "PSU T&C's") apply to your award of performance-based restricted stock units (the "Award") granted pursuant to Section 7 of the Match Group, Inc. 2015 Stock and Annual Incentive Plan, as amended (the "2015 Plan") (and any associated Dividend Equivalents), and the Notice of Performance-Based Restricted Stock Unit Grant (the "Award Notice") to which these PSU T&C's are attached. All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the 2015 Plan.

## **Continuous Service**

In order for your Award to vest, you must be continuously employed by Match Group, Inc. ("Match Group") or one of its Subsidiaries during the Restriction Period (as defined below). Nothing in your Award Notice, these PSU T&C's or the 2015 Plan shall confer upon you any right to continue in the employ or service of Match Group or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

## **Vesting**

Subject to these PSU T&C's and the 2015 Plan, the performance-based restricted stock units ("PSUs") in respect of your Award shall vest and no longer be subject to any restriction (such period during which such restriction applies is the "Restriction Period") as specified in your Award Notice.

## **Dividend Equivalents**

As of any date that Match Group pays an ordinary cash dividend on its Shares, you will be credited a number of dividend equivalents ("Dividend Equivalents") equal to (i) the per share cash dividend amount paid by Match Group on its Shares on such date divided by the Fair Market Value of a Share on such date, multiplied by (ii) the total number of Target PSUs subject to the Award that are outstanding immediately prior to the record date for such dividend, rounded down to the nearest whole number. Any Dividend Equivalents credited pursuant to the foregoing sentence shall be subject to the same vesting, settlement and other terms, conditions and restrictions as the original PSUs to which they relate, including, but not limited to, the obligation to satisfy the Tax-Related Items defined and described below under "Responsibility for Taxes and Withholding." No crediting of Dividend Equivalents shall be made pursuant to this section with respect to any PSUs which, immediately prior to the record date for that dividend, have either been settled pursuant to the section below titled "Settlement" or terminated for any reason.

## **Termination of Employment**

The treatment of the PSUs in respect of your Award upon a Termination of Employment is set forth in these PSU T&C's and the 2015 Plan. Except as set forth in your Award Notice, employment agreement (if applicable) or below, upon any Termination of Employment during the Restriction Period for any reason (including, for the avoidance of doubt, due to your death or Disability) any unvested portion of your Award (including any unvested Dividend Equivalents) shall be forfeited and canceled in its entirety effective immediately upon such event.

If: (i) your employment is terminated for Cause or if you resign in anticipation of being terminated for Cause or (ii) following any termination of your employment for any reason, Match Group becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that would have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage (economic, reputational or otherwise) to Match Group and/or any of its Subsidiaries (the "Underlying Event") (and which would not have been curable upon notice), then: (a) your Award (whether or not vested) (and any Dividend Equivalents) shall be forfeited and canceled in its entirety and (b) if your Award vested after the Underlying Event, then Match Group shall be entitled to recover from you at any time within two (2) years after such vesting, and you shall pay over to Match Group, any amounts realized as a result of such vesting. This remedy shall be without prejudice to, or waiver of, any other remedies Match Group and/or its Subsidiaries may have in such event.

## **Settlement**

Subject to your satisfaction of any withholding obligations for Tax-Related Items defined and described immediately below under "Responsibility for Taxes and Withholding," as soon as practicable after any PSUs and Dividend Equivalents in respect of your Award have vested and are no longer subject to the Restriction Period, such PSUs and Dividend Equivalents shall be settled. For each PSU or Dividend Equivalent settled, Match Group shall issue one Share for each PSU or Dividend Equivalent vesting. Notwithstanding the foregoing, Match Group shall be entitled to hold the Shares or cash issuable to you upon settlement of all PSUs and Dividend Equivalents that have vested until Match Group or the agent selected by Match Group to administer the 2015 Plan (the "Agent") has received from you: (i) a duly executed Form W-9 or W-8, as applicable or (ii) payment for any Tax-Related Items of any kind required by law to be withheld with respect to such PSUs and Dividend Equivalents.

## **Responsibility for Taxes and Withholding**

You acknowledge that, regardless of any action taken by Match Group or, if different, the Subsidiary or Affiliate for which you provide services (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the 2015 Plan and legally applicable or deemed applicable to you ("Tax-Related Items") is and remains your responsibility and may exceed the amount, if any, actually withheld by Match Group or the Employer. You further acknowledge that Match Group and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs (including any Dividend Equivalents) or the underlying shares, including, but not limited to, the grant, vesting or settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or Dividend Equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs or any Dividend Equivalents to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Match Group and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to Match Group and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize Match Group and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

- i. requiring you to make a payment in a form acceptable to Match Group; or
- ii. withholding from your wages or other cash compensation payable to you, in accordance with applicable law; or
- iii. withholding from proceeds of the sale of Shares acquired upon settlement of the PSUs and any Dividend Equivalents either through a voluntary sale or through a mandatory sale arranged by Match Group (on your behalf pursuant to this authorization without further consent); or
- iv. withholding in Shares to be issued upon settlement of the PSUs and any Dividend Equivalents, provided, however, that if you are a Section 16 officer of Match Group under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding in advance of the taxable event; or
- v. any other method of withholding determined by Match Group and, to the extent required by and in accordance with applicable law or the 2015 Plan, approved by the Committee.

Match Group and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash through the Employer's normal payroll processes (with no entitlement to the equivalent in Common Stock) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be

required to pay additional Tax-Related Items directly to the applicable tax authority or to Match Group and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding Shares, you are deemed to have been issued the full number of shares subject to the vested PSUs and any vested Dividend Equivalents, notwithstanding that a number of Shares are withheld for the purpose of paying the Tax-Related Items.

You agree to pay to Match Group or the Employer any amount of Tax-Related Items that Match Group or the Employer may be required to withhold or account for as a result of your participation in the 2015 Plan that cannot be satisfied by the means previously described. Match Group may refuse to honor the vesting of the PSUs and/or any Dividend Equivalents and/or refuse to issue or deliver the Shares to be issued upon settlement of the PSUs and/or any Dividend Equivalents or the proceeds from the sale of the Shares to be acquired upon settlement of the PSUs and/or any Dividend Equivalents if you fail to comply with your obligations in connection with the Tax-Related Items.

#### **Change in Control**

*Change in Control.* "Change in Control" is defined as set forth in the 2015 Plan. The vesting of your Award will not be accelerated upon a Change in Control of Match Group. However, in the event that you cease to be employed within the two (2) year period following a Change in Control of Match Group as a result of: (i) a termination without Cause or (ii) your resignation for Good Reason, then 100% of your Award shall vest in one lump sum installment as of the date of such event. The Disaffiliation of the business or subsidiary of Match Group by which you are employed or for which you are performing services at the time of such sale or other disposition by Match Group shall be considered a Termination of Employment (*not* a Change in Control of Match Group) and shall be governed by the applicable provisions of the 2015 Plan and the provision set forth under the caption "Termination of Employment" above; *provided, however,* that the Committee may deem it appropriate to make an equitable adjustment to the number of PSUs and the number and kind of Shares underlying the PSUs underlying your Award.

#### **Non-Transferability of the PSUs**

Until such time as your PSUs are ultimately settled, they (and any Dividend Equivalents) shall not be transferable by you by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

#### **No Rights as a Stockholder**

Except as otherwise specifically provided in the 2015 Plan, unless and until your PSUs and any Dividend Equivalents are settled, you shall not be entitled to any rights of a stockholder with respect to the PSUs and any Dividend Equivalents (including the right to vote the shares underlying your PSUs and the right to receive dividends (except as expressly provided above with respect to Dividend Equivalents), among other rights).

#### **Other Restrictions**

The PSUs and any Dividend Equivalents shall be subject to the requirement that, if at any time the Committee shall determine that: (i) the listing, registration or other qualification of the Shares subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval or permit of any government regulatory body, is necessary or desirable as a condition of (or in connection with) the delivery of shares, then in any such event, the award of PSUs shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

#### **Conflicts and Interpretation**

In the event of any conflict between these PSU T&C's and the 2015 Plan, the 2015 Plan shall control; *provided*, that an action or provision that is permissive under the terms of the 2015 Plan, and required under these PSU T&C's, shall not be deemed a conflict and these PSU T&C's shall control. In the event of any ambiguity in these PSU T&C's, or any matters as to which these PSU T&C's are silent, the 2015 Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the 2015 Plan, (ii) prescribe, amend and rescind rules and regulations relating to the 2015 Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the 2015 Plan. In the event of any conflict between your Award Notice (or any other information posted by Match Group or the Agent

online or given to you directly or indirectly through the Agent) and Match Group's books and records, or (ii) ambiguity in the Award Notice (or any other information posted by Match Group or the Agent online or given to you directly or indirectly through the Agent), Match Group's books and records shall control.

#### **Amendment**

Match Group may modify, amend or waive the terms of your PSUs and any outstanding Dividend Equivalents, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair your rights without your consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules.

#### **Data Privacy**

**Data Processing.** Match Group and your Employer collects, uses, discloses and otherwise processes certain information about you for purposes of implementing, administering and managing the 2015 Plan. You understand that this information may include, without limitation, your name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in Match Group or its Subsidiaries, details of all equity awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "Personal Data"). The legal basis for the processing of your Personal Data, where required, is performance of this agreement or your consent, if such consent is required under applicable law.

**Stock Plan Administration Service Providers.** You understand that Match Group transfers your Personal Data, or parts thereof, to Morgan Stanley, an independent service provider based in the U.S., which assists Match Group with the implementation, administration and management of the 2015 Plan. In the future, Match Group may select different service providers and share your Personal Data with such different service providers that serve Match Group in a similar manner. Match Group's service providers will open an account for you to receive and trade Shares acquired under the 2015 Plan and you may be asked to agree on separate terms and data processing practices with the service provider, which is a condition of any ability to participate in the 2015 Plan.

**International Data Transfers.** Match Group and, as of the date hereof, Morgan Stanley, are based in the U.S. If you are located outside the U.S., the legal basis, where required, for the transfer of Personal Data to the U.S. is performance of this agreement or your consent, if such consent is required under applicable law.

**Data Retention.** Match Group will process your Personal Data only as long as is necessary to implement, administer and manage your participation in the 2015 Plan, or to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. In the latter case, you understand and acknowledge that Match Group's legal basis, where required, for the processing of your Personal Data would be compliance with the relevant laws or regulations. When Match Group no longer needs Personal Data for any of the above purposes, you understand that Match Group will remove it from its systems.

**Data Subject Rights.** You understand that data subject rights regarding the processing of personal data vary depending on the applicable law. Additional location-based information on how Match Group and your Employer processes your Personal Data, including information regarding your rights under applicable data protection law are available at:

- California Employee Privacy Policy
- Canadian Employee Privacy Policy
- EU Employee Privacy Policy (FR)
- EU Employee Privacy Policy (ENG)
- EU Employee Privacy Policy (GER)
- APAC Employee Privacy Policy (ENG)
- APAC Employee Privacy Policy (JP)

- Egyptian Employee Privacy Policy
- Brazilian Employee Privacy Policy

You may also find a copy of these policies available on Workday.

**Voluntariness and Consequences of Denial/Withdrawal of Consent.** If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2015 Plan (e.g., South Korea), you understand that any participation in the 2015 Plan and your consent are purely voluntary. You may withdraw your consent at any time, with future effect and for any or no reason. If you withdraw your consent, Match Group cannot offer participation in the 2015 Plan or grant PSUs or other equity awards to you or administer or maintain such awards, and you will not be eligible to participate in the 2015 Plan. You further understand that denial or withdrawal of your consent would not affect your relationship with Match Group and/or your Employer and that you would merely forfeit the opportunities associated with the 2015 Plan.

**Data Privacy Consent.** If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2015 Plan (e.g., South Korea), you acknowledge that you have consented to the collection, use, disclosure, and onward transfer of your Personal Data to Stock Plan Administration Service Providers as outlined in the Notice of Data Processing South Korea.

#### Nature of Grant

In accepting the PSUs, you acknowledge, understand and agree that:

- i. the 2015 Plan is established voluntarily by Match Group, it is discretionary in nature and it may be modified, amended, suspended or terminated by Match Group at any time, to the extent permitted by the 2015 Plan;
- ii. the Award of the PSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs have been granted in the past;
- iii. all decisions with respect to future PSUs or other equity awards, if any, will be at the sole discretion of Match Group;
- iv. the Award of PSUs and your participation in the 2015 Plan shall not be interpreted as forming or amending an employment or service contract with Match Group or the Employer, and shall not interfere with the ability of Match Group, the Employer or any other Subsidiary or Affiliate, as applicable, to terminate your employment relationship (if any);
- v. you are voluntarily participating in the 2015 Plan;
- vi. the PSUs, any Dividend Equivalents and the Shares subject to the PSUs and any Dividend Equivalents, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- vii. the PSUs, any Dividend Equivalents and the Shares subject to the PSUs and any Dividend Equivalents, and the income from and value of the same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- viii. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; and
- ix. no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs or any Dividend Equivalents resulting from the termination of your employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any).

## **No Advice Regarding Grant**

Match Group is not providing any tax, legal or financial advice, nor is Match Group making any recommendations regarding your participation in the 2015 Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the 2015 Plan before taking any action related to the 2015 Plan.

## **Section 409A of the Code**

Your Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder ("Section 409A"). However, if: (i) any amounts or benefits payable in respect of your Award are determined to be non-qualified deferred compensation within the meaning of Section 409A, (ii) such amounts become payable upon a termination of employment and (iii) you are a "Specified Employee" (as defined under Section 409A) as of the date of your termination of employment, then such amounts or benefits (if any) shall be paid or provided to you in a single lump sum on the earlier of (x) the first day of the seventh month following your termination of employment and (y) your death.

In no event shall Match Group be required to pay you any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A with respect to any amounts or benefits paid to you in respect of your Award.

## **Language**

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in the English language, so as to enable you to understand the provisions of these PSU T&C's and the 2015 Plan. If you have received these PSU T&C's or any other document related to the 2015 Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

## **Appendix**

Notwithstanding any provision in these Terms and Conditions for Performance-Based Restricted Stock Units, if you reside outside of and/or are subject to the laws of a country outside the United States, the PSUs (and any Dividend Equivalents) will be subject to any additional terms and conditions for your country set forth in the Appendix, and by the acceptance of your PSUs, you agree to such additional terms and conditions for your country. Further, if you transfer your residence and/or employment to a country included in the Appendix after the grant of the PSUs, the additional terms and conditions for such country will apply to you to the extent Match Group determines, in its sole discretion, that the application of such additional terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of these PSU T&C's and any reference to the PSU T&C's herein includes the Appendix.

## **Severability**

The provisions of these PSU T&C's are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

## **Imposition of Other Requirements**

Match Group reserves the right to impose other requirements on your participation in the 2015 Plan, on the PSUs (and any Dividend Equivalents) and on any Shares acquired under the 2015 Plan, to the extent Match Group

determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

#### **Compliance with Law**

Notwithstanding any other provision of the 2015 Plan or these PSU T&C's, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Shares, Match Group shall not be required to deliver any shares issuable upon settlement of the PSUs and any Dividend Equivalents prior to the completion of any registration or qualification of the shares under any U.S. or non-U.S. local, state or federal securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval Match Group shall, in its absolute discretion, deem necessary or advisable. You understand that Match Group is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Match Group shall have unilateral authority to amend these PSU T&C's without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

#### **Exchange Control, Foreign Asset/Account and/or Tax Reporting**

Depending upon the country to which laws you are subject, you may have certain foreign asset/account and/or tax reporting requirements that may affect your ability to acquire or hold Shares under the 2015 Plan or cash received from participating in the 2015 Plan (including from any dividends or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in your country. You also may be required to repatriate cash received from participating in the 2015 Plan to your country within a certain period of time after receipt. You are responsible for knowledge of and compliance with any such regulations and should speak with your personal tax, legal and financial advisors regarding same.

#### **Waiver**

You acknowledge that a waiver by Match Group of a breach of any provision of these PSU T&C's shall not operate or be construed as a waiver of any other provision of these PSU T&C's, or of any subsequent breach by you or any other Participant.

#### **Governing Law**

The Award of PSUs and these PSU T&C's are governed by, and subject to, the laws of the State of Delaware, without reference to principles of conflict of laws.

**Certification**

I, Bernard Kim, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2024 of Match Group, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - 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: May 8, 2024

/s/ BERNARD KIM

Bernard Kim

*Chief Executive Officer*

**Certification**

I, Gary Swidler, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2024 of Match Group, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - 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: May 8, 2024

*/s/ GARY SWIDLER*

Gary Swidler

*President and*

*Chief Financial Officer*

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Bernard Kim, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

- (1) the Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2024 of Match Group, Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Match Group, Inc.

Dated: May 8, 2024

/s/ BERNARD KIM

Bernard Kim

*Chief Executive Officer*

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Gary Swidler, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

- (1) the Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2024 of Match Group, Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Match Group, Inc.

Dated: May 8, 2024

*/s/ GARY SWIDLER*

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Gary Swidler

*President and*

*Chief Financial Officer*