

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

**FORM S-1
REGISTRATION STATEMENT**

*Under
The Securities Act of 1933*

FLYWIRE CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

7372
(Primary Standard Industrial
Classification Code Number)

27-0690799
(I.R.S. Employer Identification Number)

**141 Tremont St #10
Boston, MA 02111
(617) 329-4524**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Michael Massaro
Chief Executive Officer
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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, or Securities Act, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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 Securities Exchange Act of 1934, as amended.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price(1)(2)	Amount of registration fee(3)
Voting common stock, \$0.0001 par value per share	\$100,000,000	\$10,910

(1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes the aggregate offering price of any additional shares that the underwriters have the option to purchase.

(3) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

[Table of Contents](#)

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated May 3, 2021

Preliminary Prospectus

Shares

Voting Common Stock

This is the initial public offering of shares of voting common stock of Flywire Corporation. We are selling _____ shares of our voting common stock.

Prior to this offering, there has been no public market for our shares of common stock. It is currently estimated that the initial public offering price per share will be between \$ _____ and \$ _____ per share.

We have two classes of common stock, voting common stock and non-voting common stock. The rights of the holders of voting common stock and non-voting common stock are identical, except for voting and conversion rights. Each share of voting common stock is entitled to one vote and is not convertible into another class or series of our securities. Non-voting common stock is not entitled to vote, except as required by law, and automatically converts without the payment of additional consideration into voting common stock upon transfer by holders of non-voting common stock in certain circumstances. As such, only holders of voting common stock are entitled to vote on the election of members of our board of directors. Unless otherwise noted or unless the context provides otherwise, all references in this prospectus to our "common stock" refers to our voting common stock.

We have applied to list our common stock on The Nasdaq Global Market under the symbol "FLYW."

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012 and, as such, may elect to comply with certain reduced public company reporting requirements in future reports after the completion of this offering.

See the section titled "[Risk Factors](#)" beginning on page 17 to read about factors you should consider before buying shares of our common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	\$ _____	\$ _____
Underwriting discount(1)	\$ _____	\$ _____
Proceeds, before expenses	\$ _____	\$ _____

(1) See the section titled "Underwriting" beginning on page 179 of this prospectus for additional information regarding total underwriting compensation.

We have granted the underwriters an option to purchase up to an additional _____ shares of common stock from us within 30 days from the date of this prospectus, at the initial public offering price, less the underwriting discount.

The underwriters expect to deliver the shares against payment in New York, New York, on or about _____, 2021.

Goldman Sachs & Co. LLC

J.P. Morgan

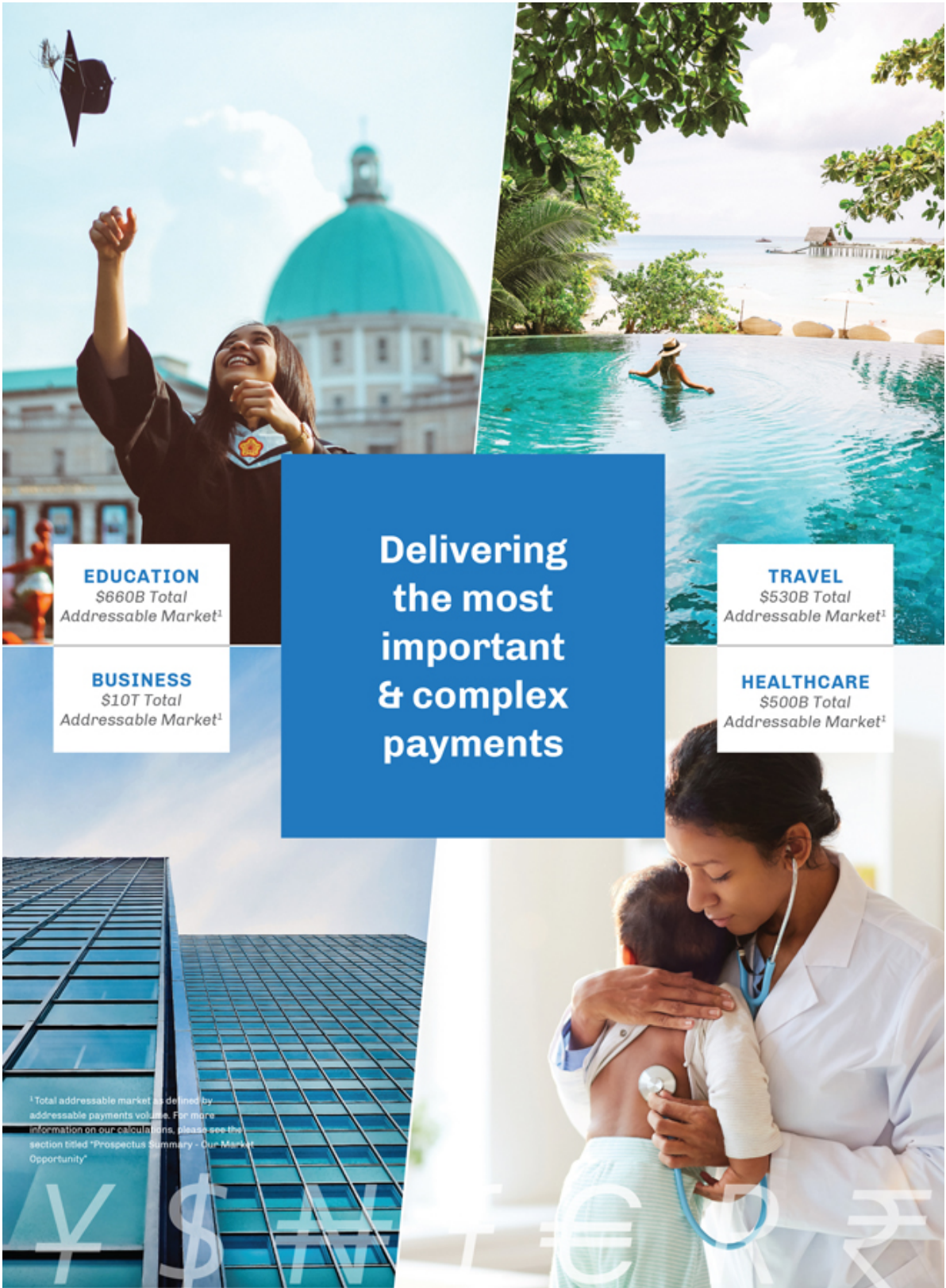
Citigroup

BofA Securities

Prospectus dated _____, 2021



1. For the year ended December 31, 2020.
2. Three year average 2018-2020.



EDUCATION
\$660B Total
Addressable Market¹

BUSINESS
\$10T Total
Addressable Market¹

TRAVEL
\$530B Total
Addressable Market¹

HEALTHCARE
\$500B Total
Addressable Market¹

**Delivering
the most
important
& complex
payments**

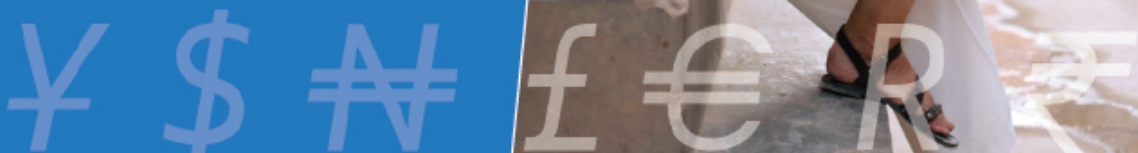
¹ Total addressable market as defined by addressable payments volume. For more information on our calculations, please see the section titled "Prospectus Summary - Our Market Opportunity"





Helping
our clients
get paid...

...and their
customers
pay with
ease from
anywhere
in the world



Our Flywire Journey

Thank you for taking the time to learn more about Flywire and our Journey. I hope this letter helps you to better understand our Flywire mission, the incredible opportunity in front of us, and why I am so proud to lead our global team of FlyMates.

I've had a passion for technology since using an Apple IIe as a child and was fortunate to learn about technology startups during my time at Babson College. Before heading off to a career in consulting, I went to visit a friend who was working at a technology company in Boston. I still remember walking through the front door, the excitement you felt entering the office, speaking to the people, and seeing the collaboration first hand. The people I met during that lunch visit were so passionate about using technology to solve real world problems and doing so as a team and seemingly against all odds. I immediately knew this was the path I wanted to follow. I was fortunate to get to be a part of some amazing technology companies over my early career, traveling the world, working in many countries, seeing the positive impact that technology businesses can have on the world. It is this experience that eventually led me to Flywire, and what an amazing journey it has been over the past 9+ years.

At Flywire, we believe that the digitization of payments is inevitable. As consumers, we have already seen this in sectors such as ecommerce and retail, where the ability to pay for items online or touchless terminals is seamless and easy. However, even today, massive sectors such as education, healthcare, travel and business (B2B) payments are still in the very early stages of digitization - and have seemingly been left behind. These verticals involve payments that are complex, high stakes and high value, and are often some of the most emotional and important payments that individuals make, like paying for college, life saving medical care, or that trip of a lifetime.

This is where Flywire comes in. Since our start, we have helped our clients get paid and helped their customers pay with ease, from anywhere in the world. This has truly set us apart.

We have a fundamental belief that software drives value in payments. We do this through our Flywire Advantage - the combination of our next gen payments platform, proprietary global payment network, and vertical specific software. While we got our start solving cross border payments for higher education, today we serve over 2,250 clients in more than 32 countries across education, healthcare, travel and B2B, providing a comprehensive solution for international and domestic payments. Our clients include world renowned educational institutions, technical and vocational schools, 4 of the 10 largest healthcare systems in the United States, destination management companies, luxury accommodations, and high growth, global businesses.



While our Flywire Advantage has been a big part of our success, none of it would be possible without our team of 450+ FlyMates throughout 12 offices around the world. Our team is made up of industry experts in the verticals that we serve and many have sat in the seats of our clients and have experienced the exact same pain points Flywire is helping solve. Collectively our FlyMates speak more than 35 languages and represent over 40 nationalities. We strive to continue to build a diverse, equitable and inclusive culture and believe it is our differences that make us a stronger team as we live our core values of authenticity, global collaboration, execution, ambitious innovation, evolved learning and fulfillment, each and every day.

We also believe in giving back, particularly to the industries we serve. We launched our Flywire Charitable Foundation, awarding scholarships in global medicine and social justice. Additionally, we sent FlyMates for the past several years to Central America, with a charity School the World, to build primary schools in impoverished communities. I could not be more proud to lead this team, truly one of the best teams in FinTech.

The opportunity ahead of us is massive, with the verticals we service today of education, healthcare, travel and B2B payments, representing an estimated annual addressable volume of approximately \$11.7 trillion. We believe that only Flywire has the people and the technology to help digitize and transform how our clients get paid.

Thank you for taking the time to learn about Flywire and our FlyMates, and I hope you will join us for the next chapter of our Journey.

A handwritten signature in blue ink, appearing to read 'Mike Massaro'. The signature is fluid and cursive, with a long horizontal stroke at the end.

MIKE MASSARO, CEO @ FLYWIRE

global
collaboration



ambitious
innovation



450+¹ FlyMates
representing
40+ nationalities
share the
same values



authenticity

fulfillment



FLY WIRE
CHARITABLE
FOUNDATION



evolved
learning



execution

¹ Number of employees as of December 31, 2020

TABLE OF CONTENTS

	<u>Page</u>
Prospectus Summary	1
Risk Factors	17
Special Note Regarding Forward-Looking Statements	66
Industry and Market Data	68
Use of Proceeds	69
Dividend Policy	70
Capitalization	71
Dilution	73
Selected Consolidated Financial Data	76
Management's Discussion and Analysis of Financial Condition and Results of Operations	79
Business	109
Management	140
Executive Compensation	147
Certain Relationships and Related Party Transactions	161
Principal Stockholders	164
Description of Capital Stock	166
Shares Eligible for Future Sale	172
Material U.S. Federal Tax Consequences to Non-U.S. Holders of Our Common Stock	175
Underwriting	179
Legal Matters	184
Experts	184
Where You Can Find More Information	184
Index to Consolidated Financial Statements	F-1

Through and including _____, 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor any of the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. Neither we nor any of the underwriters take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is accurate only as of its date, regardless of the time of delivery of this prospectus or of any sale of our common stock.

For investors outside the United States: Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock and the distribution of this prospectus outside the United States.

PROSPECTUS SUMMARY

This summary highlights selected information presented in greater detail elsewhere in this prospectus. This summary does not contain all the information you should consider before investing in our common stock. You should carefully read this prospectus in its entirety before investing in our common stock, including the sections titled “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Special Note Regarding Forward-Looking Statements,” and our consolidated financial statements and the accompanying notes included elsewhere in this prospectus. Our fiscal year end is December 31, and our fiscal quarters end on March 31, June 30, September 30, and December 31. Unless the context otherwise requires, we use the terms “Flywire,” the “Company,” “we,” “us,” “our” and similar designations in this prospectus to refer to Flywire Corporation and its subsidiaries and references to “Simplee” refer to Simplificare, Inc., its indirect wholly-owned subsidiary.

Overview

Our Mission

Our mission is to deliver the most important and complex payments. In an increasingly digital world, getting paid means Flywire.

Our Company

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

There have been substantial strides made in payments technology in the retail and e-commerce industries; however, massive sectors of our global economy—including education, healthcare, travel, and business-to-business, or B2B, payments—are still in the early stages of digital transformation. We estimate the annual addressable volume for these sectors alone to be approximately \$11.7 trillion, as more fully described below in “Our Market Opportunity”. We believe Flywire is well-positioned to capture a meaningful share of this global payment volume given our ability to provide deeply-integrated digital solutions that address both domestic and cross-border payments.

Our clients, and the types of organizations we serve in education, healthcare, travel, and B2B, require payment processes and experiences that can deliver high-stakes, high-value payments and are specifically tailored to their industry, their business, and their customers. Often, payment solutions have a “one size fits all” approach, without regard for the particular nuances and detailed operations of specific verticals. Without Flywire, organizations often invest substantial resources in building their own payment offerings or rely on disparate legacy systems, which not only fail to meet their or their customers’ needs but also divert meaningful resources away from revenue-generating work. When core payment capabilities like invoicing, diverse payment offerings and reconciliation are inefficient, organizations miss the opportunity to use payments to scale and grow their business.

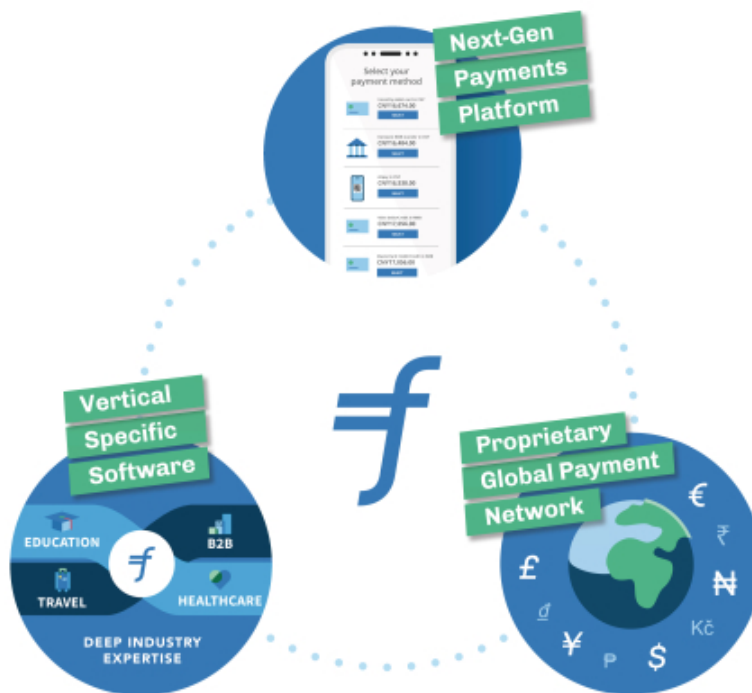
Flywire was founded to solve these challenges. We aim to power the transformation of our clients’ accounts receivable functions by automating paper and check-based business processes in addition to

creating interactive, digital payment experiences for their customers. As a result, clients who implement our domestic and cross-border payments and software solutions can see improved accounts receivable, higher enrollment in payment plans, and a reduction in customer support inquiries. We help our clients turn their accounts receivable functions into strategic, value-enhancing areas of their organizations.

Over the last decade, we have invested significant resources to build a global network of bank, payment and technology partners that enable us to provide end-to-end connectivity between our clients and their customers in many countries around the world. We have engineered our software-driven payments technology stack to meet enterprise-level standards and functionality while delivering simplicity, convenience and ease of use for our clients and their customers. In addition, we have developed personalized communication channels (e.g., sms, chat, email, text or phone) to enhance our clients' ability to engage with their customers through a digital-first user experience. The result of these investments is our *Flywire Advantage*.

Our *Flywire Advantage* is derived from three core elements: (i) our next-gen payments platform; (ii) our proprietary global payment network; and (iii) our vertical-specific software backed by our deep industry expertise.

The Flywire Advantage



- **Next-Gen Payments Platform.** Our platform improves the legacy accounts receivable value chain by facilitating global payment flows across multiple currencies, payment types, and payment options. We do not simply collect payments and track money flows. Rather, our clients

integrate our platform into their existing apps and workflows once and have access to a full suite of solutions, including tailored invoicing, settlement and reconciliation tools, single sign-on and checkout, recurring payments, and split payouts. Our platform automates and manages the process from initial invoice delivery through payment settlement and core system reconciliation. In addition, we leverage deep data and analytics to help our clients understand their customers' historic payment behavior, facilitate transaction matching to optimize costs and offer flexible domestic and international payment plans.

- **Proprietary Global Payment Network.** At the core of our business is our network of global, regional and local banking partners which we have been strategically expanding for over a decade. With a single connection to Flywire, our clients have access to a unique set of payment methods including banks, third-party payment providers, payment networks and digital wallets—making it possible to accept and settle payments in over 240 countries and territories and in over 130 currencies. Our global payment network also provides direct connections to alternative payment methods such as Alipay, Boleto, PayPal/Venmo, and Trustly. Regardless of the currency on the invoice received, our clients' customers can pay in their local currency with their preferred payment method. Additionally, our global payment network is optimized for country-specific regulatory and compliance standards which often require vertical-specific functionality and processes to serve our clients and their customers.
- **Vertical-Specific Software Backed by Deep Industry Expertise.** We go beyond payments by offering seamless integration of our software within our clients' existing operating workflows and IT infrastructure. Our team, with decades of industry and domain expertise, designed our cloud-based software to be highly scalable across the types of clients we serve, aiming to solve unique payments and accounts receivable challenges of education, healthcare, travel, and B2B. For example, we have launched over 6,000 client payment portals, each built on our shared payments platform and global payment network but tailored to our clients' brands and needs. In addition, our software solutions include interactive dashboards to manage payments, reporting tools to streamline reconciliation and customer communication tools to personalize and digitize engagement. This enables us to be a hub of omni-channel connectivity, augmenting the relationship between our clients and their customers.

These three core elements of our business fuel a powerful and accelerating flywheel. When we started Flywire, we built a robust payments platform that solved pain points for cross-border payments and delivered simplicity, transparency, and cost-effective solutions. Continued adoption of our payments platform has enabled us to enhance engagement with our clients, create more personalized connections for our clients' customers, and extend our reach. Adding new clients and their customers builds our global scale and deepens our knowledge and expertise, enabling us to streamline and automate complex accounts receivable functions.

The benefits of our flywheel are visible in the significant scale we have achieved to date. Today, we serve over 2,250 clients around the world. In education alone, we serve more than 1,900 institutions and 1.6 million students globally. In healthcare, we serve more than 80 healthcare systems, including four of the top 10 healthcare systems in the United States ranked by hospital size. In our newer verticals of travel and B2B payments, we have a growing portfolio of more than 200 clients.

Our business model is designed to encourage rapid, widespread utilization of our solutions. We enable our clients to scale the use of Flywire to an unlimited number of their customers with favorable unit economics. In 2020, we enabled over \$7.5 billion of total payment volume across more than 130 currencies. In the three months ended March 31, 2021, we enabled approximately \$2.9 billion of total payment volume.

The value of our *Flywire Advantage* has been recognized, with global financial institutions and technology providers choosing to form channel partnerships with us. Our channel partners include financial institutions such as Bank of America Corporation; payment providers such as China UnionPay Co. Ltd. and Adyen N.V.; and software companies that serve as the core systems in our verticals such as Ellucian Company, L.P. in education and Cerner Corporation in healthcare. These partnerships promote organic referral and lead generation opportunities and enhance our indirect sales strategy.

We also reach clients through our direct channel. Our domain-experienced sales and relationship management teams bring vertical expertise and regional and local reach that drives high dollar-based net retention. In 2018 and 2019, our annual dollar-based net retention rate was approximately 126% and 128%, respectively. In 2020, despite the impact of COVID-19 on our clients and the industries we serve, we had an annual dollar-based net retention rate of 100%, added over 400 new clients, and had client retention of approximately 97%. Our client and customer service combines high-tech and high-touch functions backed by 24x7 multilingual customer support, resulting in high client and customer satisfaction. For fiscal year 2020, we had a net promoter score (NPS) of 64, which exceeds the average NPS of traditional financial institutions.

We have grown rapidly since our founding. We generated revenue of \$94.9 million and \$131.8 million for the years ended December 31, 2019 and 2020, respectively, and incurred net losses of \$20.1 million and \$11.1 million, respectively, for those same years. We generated revenue of \$45.0 million for the three months ended March 31, 2021, and incurred a net loss of \$8.7 million for the same three-month period. In February, 2020, we acquired Simplee, a provider of healthcare payment and collections software. Pro forma revenue and pro forma net loss for the year ended December 31, 2020, as if our acquisition of Simplee had occurred on January 1, 2020, was \$136.3 million and \$14.8 million, respectively.

Benefits of the Flywire Advantage to Our Clients and Their Customers

Flywire sits in between our clients, which include educational institutions, hospitals, travel providers, and businesses, and their customers: students, patients, travelers, and businesses. We believe this two-sided relationship makes us strategically important for our clients—who rely on us for their complex accounts receivable needs, and for our clients' customers—who rely on us to deliver their most important payments.

Benefits of the Flywire Advantage to Our Clients

We continuously apply our knowledge and domain expertise in education, healthcare, travel, and B2B payments to expand upon our solutions and meet the specific needs of our clients, while freeing them from cumbersome and legacy financial processes. For our clients, key benefits of our solutions include:

- **Modern customer-focused payment experience.** We enable a convenient and secure online payment experience—which can be configured by country, currency, client, and vertical. In addition, our personalization engine leverages our data and applies artificial intelligence and machine learning to match the payment preferences of our clients' customers with the right payment options.
- **Simplify payments complexity.** We address complexity in payments by providing our clients with a “one-stop shop” offering, substantially reducing the need to work with and manage multiple disparate vendors and systems. Our clients can experience a seamless workflow from start to finish with end-to-end visibility, from invoice to payment to receipt and reconciliation. This helps accelerate funds flow while streamlining operational expenses.

- **Processing cost savings and enhanced payments yield.** We leverage our significant global volume and in-house currency hedging algorithms to mitigate our clients' risk from currency fluctuation and reduce incremental payment fees, which we believe results in significant cost savings to our clients' bottom line. Additionally, to optimize affordability for our clients' customers, we design personalized payment plan offers. By providing a better customer experience, our clients can eliminate time-consuming customer calls and make their operations more efficient.
- **Ease of integration.** Built on open architecture, Flywire integrates with existing systems and technology, allowing clients to consolidate both domestic and cross-border transactions and accounts, automate payment plans and cash management, and optimize processing through aligned billing-related tools. This ease of integration enables our clients to serve their customers better and faster, increasing satisfaction while reducing costs.
- **Trusted expertise and a trusted brand.** Our clients and their customers view Flywire as a trusted technology partner. With deep roots in each industry we serve, our thought leadership, guidance, and innovation in our solutions have built confidence and advocacy in Flywire throughout our clients and their customers around the world.

Benefits of the Flywire Advantage to Our Clients' Customers

Our digital-first customer experience is designed to make the process of paying invoices simple. For our clients' customers, key benefits of our solutions include:

- **Superior and simple payment experiences.** Our customer value proposition is simple: we provide a fast and nearly frictionless experience for our clients' customers' most important payments. Providing an integrated experience that leverages single sign-on, our clients' customers can very quickly view real-time account balance updates, receive personalized communication, and complete their payments – all as part of a streamlined digital self-service experience. These features can lead to an increase in self-service digital payments and optimized conversion of completed payments.
- **Customer preference.** Using Flywire, our clients' customers can choose their preferred payment method, currency, and communication channel, such as sms, chat, email, text or phone. We make it possible to accept and settle payments in over 240 countries and territories and in more than 130 currencies, so our clients' customers can choose the way they pay using local payment methods that they are most comfortable using.
- **Flexible on-demand payment options.** We believe we provide favorable and transparent payment plans that can lead to increased engagement and enrollment by our clients' customers. As a result, our clients' customers can spread expenses across smaller, easier-to-manage payments. Our payments platform also enables our clients to offer their customers the choice to either front-load payment plans or provide extension options beyond service delivery.
- **Customer confidence.** Navigating the world of complex cross-border payments can be overwhelming for our clients' customers. With our superior customer support, including around the clock multilingual support, we believe that we give customers the confidence that their payments are delivered securely, accurately, and on time.

How Our Flywire Advantage Works

Our clients' needs extend beyond simple payment processing. Enabling our clients to use enhanced payment functionality to drive business value, as well as streamlining and automating their

domestic and cross-border payment operations, requires a specialized approach that combines a secure, reliable, and robust suite of payments and software solutions with a seamless customer experience.

To achieve this, we leverage our *Flywire Advantage* and its three core elements: (i) our next-gen payments platform; (ii) our proprietary global payment network; and (iii) our vertical-specific software backed by our deep industry expertise.

Next-Gen Payments Platform

Our next-gen payments platform is designed for payment processes and experiences that can deliver high-stakes, high-value payments. Through a single connection to our platform, we support the entire lifecycle of a domestic or cross-border transaction across online, mobile, or in-person channels. This eliminates the need to work with multiple vendors and payment providers.

In 2020, we enabled over \$7.5 billion in total payment volume across multiple payment types, including local bank transfer, credit and debit cards, and other alternative payment methods such as Alipay, Boleto, PayPal / Venmo, and Trustly. In the quarter ended March 31, 2021, we enabled approximately \$2.9 billion in total payment volume. The majority of our payment volume is not card-related and is completed over our global payment network. This reflects the myriad of payment options enabled by our global payment network that are critical for the larger, more complex payments that we handle.

Our comprehensive payments offering enables our clients to provide their customers with a choice of cost-effective payment methods, currencies, and terms while enjoying a seamless digital experience. Our offering, supported by Flywire's security, risk, and compliance monitoring tools, includes:

- enhanced invoicing, settlement, and reconciliation tools that simplify billing and customer payments and better manage cash flow and revenue;
- end-to-end processing, from authorization to clearing to settlement and reconciliation;
- turnkey solution for enhanced and secure single sign-on and checkout;
- recurring, split, and flexible payment options, including robust payment plan logic that can be tailored in our vertical-specific implementations; and
- unified reporting and analytics tools through direct integrations to client back-end infrastructure.

Proprietary Global Payment Network

Our proprietary global payment network is comprised of global, regional, and local banks and technology and payment partners around the world. We believe the extensive global reach and breadth of our network, serving more than 240 countries and territories, provides a strong competitive advantage. Additionally, we have local market knowledge and expertise to enable funds flow in some of the hardest to reach markets. We have also assembled redundant payment rails, wherever possible.

With Flywire's network, our clients can take advantage of our "local-in / local-out strategy"—providing access to pay-in options, such as local bank transfers, card-based payments, and alternative payment methods, while enabling pay-out capabilities in our clients' preferred local payment methods.

We believe our receive-side network sets us apart. Flywire clients, no matter the vertical or market they are in, can receive a single daily payment in their preferred currency that aggregates and

reconciles all their customer payments made via Flywire from around the globe—across approximately 2,900 geographic corridors representing transaction flows between payers and payees. The illustration below shows our top payment corridors, with a scale of connections denoting the relative payment volume originating from the applicable country.

Top Payment Corridors



(1) The chart above represents relative payment volume based on the country from which our client's customer's payment originates. We recognize revenue based on the geographic location of our client. As a result, payment volume by originating geography does not correlate with revenue recognized by client geography.

Once our clients are connected to our global payment network, they can leverage an extended range of services and capabilities, including:

- transaction routing optimized for cost, risk and compliance management;
- local clearing capabilities;
- ecosystem of alternative payment methods;
- global pay-out; and
- tailored and scalable regulatory and compliance infrastructure.

Vertical-Specific Software Backed by Deep Industry Expertise

We tailor our software to meet the needs of each vertical market we serve. We do so by leveraging our industry expertise and knowledge to develop a comprehensive view of our clients' complex business challenges. We learn to “speak our clients' language” and tailor their invoicing processes and payment options to their specific situations.

We offer deep integration within our clients' existing apps and workflows for seamless payment acceptance and reconciliation. Our integrations, supported by our APIs, include some of the largest and most recognized accounting and ERP systems, such as Ellucian Company, L.P. in education, Epic Systems Corporation in healthcare, Rezdy Pty Ltd in travel, and Oracle Corporation in B2B payments. Through these integrations, our clients are able to reduce the number of banks and technology and payment providers on which they rely, while achieving faster settlements and lower wire and transaction fees.

Specific features of our vertical-specific software include:

- vertical-specific digital workflows;
- integration and synchronization to core and industry specific systems;
- access to real-time invoice and payment status updates; and
- predictive analytics to assess payment transactions and drive our personalization engine.

Our Industry

We believe Flywire plays a critical role in helping digitize transactions in traditionally underserved markets, facilitating domestic and cross-border invoicing and payments, automating reconciliation, and providing a seamless experience for our clients' customers. Our ability to deliver the most important and complex payments both domestically and internationally has become increasingly valued by our clients due to the following trends:

- globalization—and the rise of a “borderless” economy—requires global, cross-border, and local payment and regulatory expertise;
- the shift to software-integrated digital payments is accelerating;
- legacy payment and accounts receivable management infrastructure has significant limitations and is ripe for innovation; and
- accelerating digitization of B2B payments.

Our Market Opportunity

We believe the trend of digitizing payments is inevitable across all industries. When businesses and consumers make payments, they expect a quick and easy process. On the receiving end, businesses expect to accept payments from different sources and countries, and reconcile them from within one system, but without added complexity or additional costs.

Many industries still lack the digital payments infrastructure that is necessary to meet customer demand and solve operational inefficiencies. For example, the majority of healthcare payments are still made by check. Likewise, in education, budget shortfalls and jobs impacted by the COVID-19 pandemic, along with rising tuition costs, have added financial strain and created collections problems.

Despite these shortfalls, the demand for domestic and cross-border money movement continues to accelerate and global payments present one of the largest market opportunities. For the primary industries we currently serve, we estimate the current addressable market for our solutions to be

approximately \$1.7 trillion in global payment volume, including education (\$660 billion)⁽¹⁾, healthcare (\$500 billion)⁽²⁾ and travel (approximately \$530 billion)⁽³⁾.

Additionally, our B2B payments offering expands the addressable market for our solutions, which we estimate to be over \$10 trillion in addressable B2B payment volume⁽⁴⁾. Given Flywire's existing penetration of key verticals, ability to integrate with a broad range of core systems and continued investments in our next-gen payments platform, proprietary global payment network, and vertical-specific software, we believe we have the opportunity to capture a meaningful share of this payment volume.

Our Growth Strategy

We believe we have a significant opportunity to build on our success and momentum to date. The key elements of our growth strategy include:

Expand Our Client Reach

- **Grow with existing clients.** We intend to continue to become a more integral part of our clients' businesses as the number of our clients' customers who utilize our solutions increases. As our clients transform and digitize their operational workflows, we plan to encourage them to add additional solutions, such as tailored invoicing, payment plans, and eStore marketplaces.
- **Continue to win new clients.** We plan to expand our sales and marketing efforts to increase brand awareness and highlight the value of our solutions. We believe this will attract new clients to Flywire and as we add more clients, we can accelerate the effects of our flywheel.
- **Increase payments platform monetization.** We have the opportunity to offer additional complementary payment services to our clients' customers in support of our clients' business goals. We intend to leverage our *Flywire Advantage* by expanding the number of use cases we can address such as handling payables in education, business invoices in hospitals, and commissions in travel.
- **Expand our solution portfolio.** We expect to continue investing in our solution portfolio by expanding the breadth and depth of our payments and software capabilities. For example, over the last year, we introduced various new solutions to help our clients better meet the needs of their customers, including pre-service capabilities in healthcare and international payment plans in education.

Expand Our Ecosystem Through Channel Partnerships

While the majority of our clients to date have been acquired by our direct sales team, we expect that continued engagement with channel partners, including financial institutions and providers of enterprise software solutions in our key verticals, will enhance our client acquisition efforts and drive continued growth. We also believe our channel partners, which include consultants specialized in our industry verticals, will help amplify the reach and visibility of our solutions to clients worldwide.

(1) Based on net household payments to educational institutions in OECD countries in 2020 according to the Organisation for Economic Co-operation and Development and payments made to private education institutions in Southeast Asia in 2015 according to EY Parthenon.

(2) Based on U.S. out of pocket healthcare spending in 2019 according to the Centers for Medicare & Medicaid Services and cross-border healthcare payments in 2020 according to Patients Without Borders.

(3) Based on global travel industry revenue in 2020 according to IBISWorld and management's estimates that approximately 41% of the non-business and professional travel payment volume is addressable by our solutions.

(4) Based on cross-border B2B inflows in 2020 according to Juniper and management's estimates that at least 75% of total B2B payment volume is made by medium to large businesses and potentially addressable by our solutions.

Expand to New Verticals and Geographies

We leverage our *Flywire Advantage* to scale into new verticals and geographies. We have a strong track record of scaling efficiently into new verticals and geographic markets, as we have shown in healthcare, travel, and B2B payments and in the expanded reach of our global payment network. Additionally, there are other industries, including real estate and government taxes, that we believe are poorly digitized and could benefit from our solutions.

Pursue Strategic and Value-Enhancing Acquisitions

We intend to continue to complement and accelerate our organic growth strategies through acquisitions. We have a successful record of identifying, executing, and integrating acquisitions, and we intend to continue to pursue acquisitions through a highly disciplined approach. We believe our approach and breadth of experience in integrating culturally-aligned businesses position us to maximize the value we derive from future acquisitions.

Summary of Risks Affecting Us

Investing in our common stock involves substantial risk. Our ability to execute our business strategy is subject to numerous risks, as more fully described in the section titled "Risk Factors" immediately following this prospectus summary. Some of the most significant challenges and risks are more fully described in the section titled "Risk Factors—Risk Factor Summary."

Channels for Disclosure of Information

Investors, the media, and others should note that we intend to announce material information to the public through filings with the SEC, the investor relations page on our website, blog posts on our website (www.flywire.com), press releases, public conference calls, webcasts, and our Twitter feed (@flywire). The information disclosed by the foregoing channels could be deemed to be material information. As such, we encourage investors, the media, and others to follow the channels listed above and to review the information disclosed through such channels. Any updates to the list of disclosure channels through which we will announce information will be posted on the investor relations page on our website. The information contained on, or that can be accessed through, our website is not a part of this prospectus. Investors should not rely on any such information in deciding whether to purchase our common stock.

Corporate Information

We were initially formed in July 2009 as peerTransfer Corporation, a Delaware corporation. We changed our name to Flywire Corporation in December 2016. Our principal executive offices are located at 141 Tremont St., #10, Boston, MA 02111. Our telephone number is (617) 329-4524. Our website address is www.flywire.com. The information contained on, or that can be accessed through, our website is not a part of this prospectus. Investors should not rely on any such information in deciding whether to purchase our common stock.

Flywire, the Flywire logo, and other registered or common law trade names, trademarks, or service marks of Flywire appearing in this prospectus are the property of Flywire. This prospectus contains additional trade names, trademarks, and service marks of ours and of other companies. We do not intend our use or display of other companies' trade names, trademarks, or service marks to imply a relationship with, or endorsement or sponsorship of us, by these other companies. Other trademarks appearing in this prospectus are the property of their respective holders. Solely for convenience, our trademarks and tradenames referred to in this prospectus appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or the right of the applicable licensor, to these trademarks and tradenames.

Implications of Being an Emerging Growth Company

As a company with less than \$1.07 billion in revenue during our most recently completed fiscal year, we qualify as an “emerging growth company” as defined in Section 2(a) of the Securities Act of 1933, as amended, or the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (JOBS Act). As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable, in general, to public companies that are not emerging growth companies. These provisions include:

- being permitted to present only two years of audited financial statements, and correspondingly reduced disclosure in the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, in registration statements, including this prospectus, subject to certain exceptions;
- an exemption from compliance with the auditor attestation requirement on the effectiveness of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- an exemption from compliance with any requirement that the Public Company Accounting Oversight Board may adopt regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements;
- reduced disclosure about our executive compensation arrangements in our periodic reports, proxy statements, and registration statements, including this prospectus;
- exemptions from the requirements to obtain a non-binding advisory vote on executive compensation or a stockholder approval of any golden parachute arrangements; and
- extended transition periods for complying with new or revised accounting standards.

We will remain an emerging growth company until the earliest to occur of: (i) the last day of the fiscal year in which we have more than \$1.07 billion in annual revenue; (ii) the date we qualify as a “large accelerated filer,” with at least \$700 million of equity securities held by non-affiliates; (iii) the date on which we have issued, in any three-year period, more than \$1.0 billion in non-convertible debt securities; and (iv) the last day of the fiscal year ending after the fifth anniversary of the completion of this offering.

We may take advantage of these exemptions until such time that we are no longer an emerging growth company. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock. Further, pursuant to Section 107 of the JOBS Act, as an emerging growth company, we have elected to take advantage of the extended transition period for complying with new or revised accounting standards until those standards would otherwise apply to private companies. As a result, our operating results and consolidated financial statements may not be comparable to the operating results and financial statements of other companies who have adopted the new or revised accounting standards. It is possible that some investors will find our common stock less attractive as a result, which may result in a less active trading market for our common stock and higher volatility in our stock price.

For certain risks related to our status as an emerging growth company, see the section titled “Risk Factors—Risks Related to Ownership of Our Common Stock—We are an “emerging growth company,” and we cannot be certain if the reduced reporting and disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.”

The Offering	
Common stock offered by us	shares
Option to purchase additional shares of common stock	We have granted the underwriters a 30-day option to purchase up to additional shares of our common stock at the public offering price less the estimated underwriting discounts and commissions.
Common stock and non-voting common stock to be outstanding immediately after this offering	shares (of which shares will be common stock and shares will be non-voting common stock) and shares, if the underwriters' option to purchase additional shares of our common stock from us is exercised in full (of which shares will be common stock and shares will be non-voting common stock). We estimate that the net proceeds from the sale of shares of our common stock in this offering will be approximately \$ million, or approximately \$ million if the underwriters exercise their option to purchase additional shares in full, based upon an assumed initial public offering price of \$ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses.
Use of proceeds	The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock, and enable access to the public equity markets for our stockholders and us. We intend to use the net proceeds from this offering for working capital and other general corporate purposes, which may include technology and solutions development, selling and marketing, general and administrative matters, and capital expenditures. We may also use a portion of the proceeds for the acquisition of, or investment in, technologies, solutions, or businesses that complement our business. However, we do not have binding agreements or commitments for any acquisitions or investments outside the ordinary course of business at this time. See the section titled "Use of Proceeds" for additional information.
Risk factors	See the section titled "Risk Factors" and other information included in this prospectus for a discussion of some of the factors you should consider before deciding to purchase shares of our voting common stock.
Proposed Nasdaq Global Market trading symbol	"FLYW"

[Table of Contents](#)

The number of shares of our common stock and non-voting common stock to be outstanding after this offering is based on 30,366,853 shares of our common stock outstanding as of March 31, 2021, assuming the conversion of all outstanding shares of our preferred stock (of which _____ shares will be common stock and _____ shares will be non-voting common stock) and excludes the following:

- 5,498,741 shares of our common stock issuable upon the exercise of stock options outstanding as of March 31, 2021, with a weighted-average exercise price of \$8.88 per share under our 2009 Equity Incentive Plan (2009 Plan) and our 2018 Stock Incentive Plan (2018 Plan);
- 343,500 shares of our common stock issuable upon the exercise of stock options granted after March 31, 2021, with a weighted-average exercise price of \$50.45 per share under our 2018 Plan;
- 25,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase common stock outstanding as of March 31, 2021, with an exercise price of \$0.50 per share;
- 127,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase shares of our Series C preferred stock outstanding as of March 31, 2021, with an exercise price of \$4.44 per share, which will become warrants to purchase shares of our common stock at an exercise price of \$4.44 per share in connection with the closing of this offering;
- 548,486 shares of our common stock reserved for future issuance under our 2018 Plan, as of March 31, 2021, which shares will be added to the shares to be reserved under our 2021 Equity Incentive Plan (2021 Plan), at the time our 2021 Plan becomes effective in connection with this offering;
- 9,201,156 shares of our common stock that will become available for future issuance under our 2021 Plan, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan; and
- 1,639,810 shares of our common stock that will become available for future issuance under our Employee Stock Purchase Plan (ESPP), which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

Unless otherwise noted, the information in this prospectus reflects and assumes the following:

- the automatic conversion of all shares of our preferred stock into an aggregate of _____ shares of our common stock and _____ shares of our non-voting common stock immediately prior to and in connection with the completion of this offering;
- a — stock split that was effected on _____, 2021;
- the filing of our restated certificate of incorporation and the effectiveness of our restated bylaws, each of which will occur immediately prior to the completion of this offering;
- no exercise of outstanding stock options, common stock warrants or preferred stock warrants described above subsequent to March 31, 2021;
- no exercise of the underwriters' option to purchase additional shares of our common stock in this offering; and
- the term "preferred stock" in this prospectus refers to our preferred stock, convertible preferred stock, and redeemable convertible preferred stock.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following tables summarize our consolidated financial data. We derived our summary consolidated statements of operations for the years ended December 31, 2019 and 2020 and our summary consolidated balance sheet data as of December 31, 2020 from our audited consolidated financial statements included elsewhere in this prospectus. We have derived the summary consolidated statement of operations data for the three months ended March 31, 2020 and 2021 and the summary consolidated balance sheet data as of March 31, 2021 from our unaudited condensed financial statements appearing elsewhere in this prospectus. The unaudited condensed financial statements have been prepared on the same basis as our audited financial statements and reflect, in the opinion of management, all adjustments of a normal, recurring nature that are necessary for a fair statement of the financial information included in those unaudited condensed financial statements. Our historical results are not necessarily indicative of the results to be expected in any future period. You should read the following summary consolidated financial data in conjunction with the sections titled "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements, the accompanying notes, our condensed consolidated financial statements and accompanying notes, and other financial information included elsewhere in this prospectus.

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
(in thousands, except share and per share data)				
Consolidated Statements of Operations Data:				
Revenue	\$ 94,918	\$ 131,783	\$ 32,709	\$ 44,991
Costs and operating expenses(1):				
Payment processing services costs	36,726	47,805	11,609	16,091
Technology and development	15,008	24,501	5,348	7,522
Selling and marketing	26,606	32,612	8,577	11,931
General and administrative	34,035	42,680	10,265	15,914
Total costs and operating expenses	<u>112,375</u>	<u>147,598</u>	<u>35,799</u>	<u>51,458</u>
Loss from operations	<u>(17,457)</u>	<u>(15,815)</u>	<u>(3,090)</u>	<u>(6,467)</u>
Other income (expense):				
Interest expense	(2,459)	(2,533)	(597)	(621)
Change in fair value of preferred stock warrant liability	(127)	(625)	(263)	(954)
Other income (expense), net	477	697	(31)	(411)
Total other expenses, net	<u>(2,109)</u>	<u>(2,461)</u>	<u>(891)</u>	<u>(1,986)</u>
Loss before provision for income taxes	<u>(19,566)</u>	<u>(18,276)</u>	<u>(3,981)</u>	<u>(8,453)</u>
Provision for (benefit from) income taxes	550	(7,169)	(7,681)	199
Net income (loss)	<u>(20,116)</u>	<u>(11,107)</u>	<u>3,700</u>	<u>(8,652)</u>
Net income (loss) attributable to common stockholders - basic and diluted	<u>\$ (20,116)</u>	<u>\$ (11,121)</u>	<u>\$ 781</u>	<u>\$ (8,657)</u>
Net income (loss) per share attributable to common stockholders - basic(2)	<u>\$ (3.76)</u>	<u>\$ (1.81)</u>	<u>\$ 0.13</u>	<u>\$ (1.23)</u>
Net income (loss) per share attributable to common stockholders - diluted(2)	<u>\$ (3.76)</u>	<u>\$ (1.81)</u>	<u>\$ 0.09</u>	<u>\$ (1.23)</u>
Weighted average common shares outstanding - basic(2)	<u>5,355,696</u>	<u>6,129,966</u>	<u>5,837,773</u>	<u>7,033,359</u>
Weighted average common shares outstanding - diluted(2)	<u>5,355,696</u>	<u>6,129,966</u>	<u>9,083,024</u>	<u>7,033,359</u>

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(in thousands, except share and per share data)			
Pro forma net loss per share attributable to common stockholders - basic and diluted (unaudited)(3)	\$		\$	
Pro forma weighted average common stock outstanding - basic and diluted (unaudited)(3)	\$		\$	

(1) Includes stock-based compensation expense as follows (in thousands):

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
Technology and development	\$ 640	\$ 766	\$ 163	\$ 1,085
Selling and marketing	905	1,275	251	2,644
General and administrative	1,404	1,803	421	6,635
Total stock-based compensation expense	<u>\$ 2,949</u>	<u>\$ 3,844</u>	<u>\$ 835</u>	<u>\$ 10,364</u>

(2) See Note 2 and Note 16 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate basic and diluted net loss per share attributable to common stockholders, and the weighted-average number of shares used in the computation of the per share amounts. For the computation of per share amounts, common stockholders include holders of common stock and nonvoting common stock and common stock outstanding and weighted average common shares include common stock and nonvoting common stock.

(3) Unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2020 and the three months ended March 31, 2021 have been prepared to give effect to (i) the conversion of all outstanding convertible preferred stock into shares of common stock immediately prior to the completion of this offering and (ii) the conversion of all outstanding redeemable convertible preferred stock into shares of common stock and shares of non-voting common stock immediately prior to the completion of our planned initial public offering. As we are in a loss position, the warrants for the purchase of common stock, warrants for the purchase of convertible preferred stock, shares of restricted stock awards, and outstanding options would be antidilutive and therefore have been excluded from the computation of unaudited pro forma diluted net loss per share attributable to common stockholders and non-voting common stockholders. For the computation of per share amounts, common stockholders include holders of common stock and nonvoting common stock and common stock outstanding and weighted average common shares include common stock and nonvoting common stock.

The unaudited pro forma net loss per share attributable to common stockholders and non-voting common stockholders was computed using the weighted average number of shares of common stock outstanding, including the pro forma effect of the aforementioned (i) conversion of all outstanding shares of convertible preferred stock into shares of common stock, and (ii) conversion of all outstanding shares of redeemable convertible preferred stock into shares of common stock and non-voting common stock as if such conversion had occurred at the beginning of the respective reporting period, or their issuance dates, if later.

The following table sets forth the computation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders and non-voting common stockholders giving effect to the aforementioned (i) conversion of all outstanding shares of convertible preferred stock into shares of common stock, and (ii) conversion of all outstanding shares of redeemable convertible preferred stock into shares of common stock and non-voting common stock, for the year ended December 31, 2020 and the three months ended March 31, 2021:

[Table of Contents](#)

	Year Ended December 31, 2020	Three Months Ended March 31, 2021
Numerator:		
Pro forma net loss attributable to common stockholders	\$	\$
Accretion of preferred stock to redemption value	_____	_____
Pro forma net loss attributable to common stockholders - basic and diluted	\$ _____	\$ _____
Denominator:		
Weighted-average common shares used to compute net loss per share attributable to common stockholders - basic and diluted	_____	_____
Pro forma adjustment to reflect the conversion of convertible preferred stock to common stock upon the completion of the proposed IPO	_____	_____
Pro forma adjustment to reflect the conversion of redeemable convertible preferred stock to common stock upon the completion of the proposed IPO	_____	_____
Pro forma weighted average common shares outstanding - basic and diluted	_____	_____
Pro forma net loss per share attributable to common stockholders - basic and diluted	\$ _____	\$ _____

	As of March 31, 2021		
	Actual	Pro Forma(1)	Pro Forma As Adjusted(2)
(in thousands)			
Consolidated Balance Sheet Data:			
Cash and cash equivalents	\$ 146,313	\$	\$
Total assets	302,321		
Working capital(3)	119,501		
Long-term debt	24,402		
Preferred stock warrant liability	2,886		
Convertible preferred stock	110,401		
Redeemable convertible preferred stock	179,509		
Total stockholders' deficit	(77,310)		

- (1) The pro forma consolidated balance sheet information reflects (i) the automatic conversion of all outstanding shares of preferred stock into _____ shares of our common stock and _____ shares of our non-voting common stock, (ii) the reclassification of the preferred stock warrant liability to additional paid-in capital in connection with the conversion of the outstanding warrants to purchase shares of preferred stock into warrants to purchase shares of common stock, and (iii) the filing and effectiveness of our restated certificate of incorporation in Delaware that will become effective immediately prior to the completion of this offering.
- (2) The pro forma as adjusted consolidated balance sheet information reflects (i) all adjustments included in footnote (1) above, and (ii) the sale of shares of our common stock in this offering at an assumed initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the front cover of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses. The pro forma as adjusted information discussed above is illustrative only and will be adjusted based on the actual public offering price and other terms of this offering determined at pricing. Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) cash, cash equivalents and short-term investments, working capital, total assets, and total stockholders' equity by \$ _____ million, assuming that the number of shares offered, as set forth on the cover of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions payable by us. Similarly, each increase (decrease) of one million shares in the number of shares offered by us would increase (decrease) cash, cash equivalents and short-term investments, working capital, total assets, and total stockholders' equity by approximately \$ _____ million, assuming the assumed initial public offering price, which is the midpoint of the price range set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions payable by us.
- (3) We define working capital as current assets less current liabilities.

RISK FACTORS

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

Risk Factors Summary

Our business operations are subject to numerous risks and uncertainties, including those outside of our control, that could cause our actual results to be harmed, including risks regarding the following:

Risks Related to Our Business and Industry

- We have a history of operating losses and may not achieve or sustain profitability in the future.
- We have a short operating history at our current scale in a rapidly evolving industry.
- We may be unable to retain our current clients, attract new clients, and increase the number of our clients’ customers that use our solutions or sell additional functionality to our clients.
- We may be adversely affected by the COVID-19 global pandemic and related responsive actions.
- We expect our revenue mix to vary over time, which could affect our gross margin and results of operations.
- Our business could be adversely affected if our clients and their customers are not satisfied with the timing or quality of implementation services provided by us or our partners.
- Our financial and operating results are subject to seasonality and cyclicity.
- Certain of our key performance indicators are subject to inherent challenges in measurement.
- We may be unable to expand our direct and channel sales capabilities, grow our marketing reach and increase sales productivity.
- Our business depends, in large part, on our proprietary network of global, regional, and local banking partners and our relationships with other third parties.
- The estimates of market opportunity and our ability to capture a meaningful share of this payment volume may prove to be inaccurate.
- Our education business may be adversely affected by decreases in enrollment or tuition, or increased operating expenses for our clients.

[Table of Contents](#)

- The healthcare industry is rapidly evolving.
- Our travel business may be sensitive to events affecting the travel industry in general.
- We may be unable to enter or expand into new verticals, including our relatively new B2B vertical.
- There could be consolidation in the payment processing or enablement industry.

Risks Related to Our Operations

- We may not be able to scale our business quickly enough to meet our growing client base.
- We enable the transfer of large sums of funds to our clients daily, and are subject to the risk of errors.
- We may be unable to maintain or expand our ability to offer a variety of local and international payments.
- Improper or unauthorized use of, disclosure of, or access to personal or sensitive data could harm our reputation.
- We are exposed to fluctuations in foreign currency exchange rates.
- We may fail to adapt and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, and changing business needs, requirements, or preferences.
- Changes to payment card networks fees or rules could harm our business.

Risks Related to Our Legal, Regulatory and Compliance Landscape

- Payments and other financial services-related regulations and oversight are material to our business.
- We are subject to governmental laws and requirements regarding economic and trade sanctions, anti-money laundering, and counter-terror financing.
- We are subject to governmental regulation and other legal obligations, particularly those related to privacy, data protection, information security, anti-corruption, anti-bribery, and similar laws.

Risks Related to Being a Public Company

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

Risks Related to Ownership of Our Common Stock

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

Risks Related to Our Business and Industry

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

We were incorporated in 2009 and have experienced net losses from our operations since inception. We generated net losses of \$20.1 million and \$11.1 million for 2019 and 2020, respectively, and \$8.7 million during the three months ended March 31, 2021. In addition, as of March 31, 2021, we had an accumulated deficit of \$106.4 million. We have experienced significant revenue growth in recent periods and we are not certain whether or when we will obtain a high enough volume of revenue to sustain or increase our growth or achieve or maintain profitability in the future. We also expect our costs and expenses to increase in future periods, which could negatively affect our future operating results if our revenue does not increase. In particular, we intend to continue to expend significant funds to further develop our solutions, including introducing new functionality, and to expand our marketing programs and sales teams to drive new client adoption, expand strategic partner integrations, and support international and industry expansion. Our operating results are also impacted by the mix of our revenue generated from our different revenue sources, which include transaction revenue and platform and usage-based fee revenue. Changes in our revenue mix from quarter to quarter, including those derived from cross-border or domestic currency transactions, will impact our margins, and we may not be able to grow our revenue margin adequately to achieve or sustain profitability. In addition, the mix of payment methods utilized by our clients' customers may have an impact on our margins given that our costs associated with certain payment methods, such as credit cards, are higher than other payment methods accepted by our solutions, such as bank transfers. We will also face increased compliance and security costs associated with growth, the expansion of our client base, and being a public company. Our efforts to grow our business may be costlier than we expect, and we may not be able to increase our revenue enough to offset our increased operating expenses. We may incur significant losses in the future for several reasons, including the other risks described herein, and unforeseen expenses, difficulties, complications, delays, and other unknown events. If we are unable to achieve and sustain profitability, the value of our business and common stock may significantly decrease.

If the assumptions we use to plan our business are incorrect or change in reaction to changes in our markets, or if we are unable to maintain consistent revenue or revenue growth, it may be difficult to achieve and maintain profitability. Our revenue from any prior quarterly or annual periods should not be relied upon as an indication of our future revenue or revenue growth or growth in its volume of payments processed.

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

- sales, marketing, relationship management and customer support, including an expansion of our sales organization, and new customer support and payer retention initiatives;
- our technology infrastructure, including systems architecture, scalability, availability, performance, and security;
- our technology development, including investments in our technology development team and the development of new solutions and new functionality;
- expanding into more international markets;
- attracting new clients and increasing the number of our clients' customers that use our solutions;
- acquisitions or strategic investments;
- regulatory compliance and risk management; and

[Table of Contents](#)

- general administration, including increased legal and accounting expenses associated with being a public company.

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

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

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

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

- cost-effectively acquire new clients and retain existing clients;
- withstand the impacts of the COVID-19 pandemic;
- increase our market share;
- avoid pricing pressure on our solutions which would compress our margins;
- effectively market our solutions;
- enhance our existing solutions and develop new solutions;
- increase awareness of our brand and maintain our reputation;
- our ability to offer seamless experience for our clients and their customers, including all user facing attributes ranging from the user interface to client and customer support;
- anticipate and respond to macroeconomic changes;
- expand our solutions and geographic reach, including with respect to B2B and travel payments;
- anticipate and effectively respond to changing trends and the preferences of clients and their customers;
- compete effectively;
- avoid interruptions in our business from information technology downtime, cybersecurity breaches, or labor stoppages;
- effectively manage our growth;
- hire, integrate, and retain talented people at all levels of our organization;
- maintain the quality of our technology infrastructure;
- retain our existing proprietary global network of banking and other payment partners and add new banking and other payment partners to scale our business; and

- retain our existing technology partners that allow us to provide alternative payment methods and add new technology partners to scale our business.

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

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

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

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

Our ability to sell additional functionality to our existing clients may require more sophisticated and costly sales efforts, especially for our larger clients with more senior management and established accounts receivable solutions. Similarly, the rate at which our clients deploy additional solutions from us depends on several factors, including general economic conditions, the availability of client technical personnel to implement the solution, and the pricing of additional functionality. If our efforts to sell additional functionality to our clients are not successful, our business and growth prospects would suffer.

Contracts with our clients generally have a stated initial term of three years, are not subject to termination for convenience and automatically renew for one-year subsequent terms. Our clients may negotiate terms less advantageous to us upon renewal, which may reduce our revenue. If our clients fail to renew their contracts, renew their contracts upon terms less favorable to us or at lower fee levels or fail to purchase new solutions from us, our revenue may decline or our future revenue growth may be constrained. Should any of our clients terminate their relationship with us after implementation has begun, we would not only lose our time, effort and resources invested in that implementation, but we would also have lost the opportunity to leverage those resources to build a relationship with other clients over that same period of time.

The COVID-19 global pandemic and related government, private sector and individual consumer responsive actions may adversely impact our employees, strategic partners, and clients, which could adversely and materially impact our business, financial condition and results of operations.

The global impacts of the COVID-19 outbreak and related government actions taken to reduce the spread of the virus have significantly increased economic uncertainty and reduced economic activity. The outbreak has resulted in authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter-in-place or total lock-down orders and business limitations and shutdowns that began in the second quarter of fiscal year 2020.

In addition, the spread of COVID-19 has caused us to modify our business practices, including restricting employee travel, implementing office closures, having our employees, who we call FlyMates, work remotely and cancelling physical participation in meetings, events and conferences. We may take further actions as may be required by government authorities or as we determine are in the best interests of our FlyMates, clients and business partners. This has caused us to make modifications to some of our planned activities and has impacted some of our business development and marketing initiatives.

In 2020, we experienced periods of reduced payment volume in some of the industries we serve, including travel and education. Cross-border volume continues to be heavily impacted by the decline in travel as a result of the COVID-19 pandemic. International cross-border transaction revenue represent a significant part of our revenue; international regulations and restrictions that inhibit cross-border travel and relocation of international students have had and may continue to have a material impact on our business. In addition, we may experience financial losses due to a number of operational factors, including:

- third party disruptions, including potential outages at network providers and other suppliers;
- challenges to the availability and reliability of our network due to changes to normal operations, including the possibility of one or more clusters of COVID-19 cases occurring at our suppliers' data centers, affecting our FlyMates, or affecting the systems or employees of our clients or business partners;
- increased cyber and payment fraud risk related to the COVID-19 pandemic, as cybercriminals attempt DDoS related attacks, phishing scams and other disruptive actions, given the shift to online banking, e-commerce and other online activity, as well as more employees working remotely as a result of the outbreak; and
- additional regulatory requirements, including, for example, government initiatives or requests to reduce or eliminate payment fees or other costs.

We adopted measures to modify our business practices and reduce operating expenses during the first half of 2020 in response to the COVID-19 pandemic, including a reduction in our workforce, delaying hiring plans, restricting travel, lowering marketing spend and the use of external resources. These measures may have slowed our growth while in effect. Although we began increasing our operating expense since such time, the impact from the COVID-19 pandemic on our business, results of operations and financial condition in the longer term remains difficult to predict.

Our clients and their customers who are affected by the ongoing COVID-19 pandemic may continue to demonstrate changed behavior even after the COVID-19 outbreak has subsided. For example, colleges and universities may continue to rely on virtual courses as students may be hesitant to return to full social interaction, and we may continue to see reduced payment volume as economic

[Table of Contents](#)

worries continue, all of which may have adverse implications for our business. In addition, many of our clients who have historically depended upon a steady flow of international students (e.g., language schools) may have curtailed or suspended operations, or permanently closed. In our business model, we function as a merchant of record in connection with the receipt of payments by our clients' customers, which subjects us to chargeback risk in the event a client's customer cancels or otherwise does not receive the services for which such customer paid. Although our client contracts allow us to pass that chargeback risk to our client, if the client has gone out of business, we may be unable to collect on the chargeback and will bear the economic loss, which will negatively impact our business.

As a result, we may continue to experience materially adverse impacts to our business as a result of the global economic impact of COVID-19, including lower domestic and cross border spending trends, the availability of credit, adverse impacts on our liquidity, and any recessionary conditions that persist, and exacerbate many of the other known risks described in this "Risk Factors" section.

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

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

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

- demand for our solutions and the number, volume and timing of payments processed;
- timing of tuition payments;
- market acceptance of our current and future solutions;
- our revenue mix in a particular quarter;
- the mix of payment methods and currencies utilized by our clients' customers in a particular quarter;
- a slowdown in spending on information technology (IT) and software by our current and/or prospective clients;
- sales cycles and performance of our direct and indirect sales force;
- budgeting and implementation cycles of our current or potential clients;
- foreign currency exchange rate fluctuations;
- the management, performance and expansion of our domestic and international operations;
- the rate of renewals of contracts with our clients;
- changes in the competitive dynamics of our markets;
- our ability to control and predict costs, including our operating expenses;

[Table of Contents](#)

- clients delaying purchasing decisions, including in anticipation of new products or product enhancements by us or our competitors;
- the seasonality of our business;
- failure to successfully manage or integrate any acquisitions, including our recent acquisition of Simplee;
- the outcome or publicity surrounding any pending or threatened lawsuits;
- general economic and political conditions in our domestic and international markets; and
- the continuing effects of the COVID-19 pandemic and the responses thereto.

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

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

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

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

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

Our business depends on our ability to satisfy our clients and their customers with respect to our solutions as well as the services that are performed to help our clients and their customers use the features and functions of our solutions. Services are usually performed by Flywire, and are also on occasion provided together with a third-party partner. If our clients or their customers are not satisfied with the functionality of our solutions or the services that we or a third-party partner provide, such dissatisfaction could damage our ability to retain our current clients or expand our clients' or their customers' use of our solutions. In addition, any negative publicity and reviews that we may receive which is related to our client relationships may further damage our business and may invite enhanced regulatory scrutiny at the federal and state level in the United States as well as internationally.

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

Our financial and operational results are subject to seasonal trends. For example, the volume of education tuition processed typically increases in the northern hemisphere during the summer and early fall months, as well as at year end, as students and their families seek to pay tuition costs for the fall semester, the entire academic year, or the spring semester, respectively. We expect this seasonality of education tuition processing to continue and expect it to impact the amount of processing fees that we earn in a particular fiscal quarter and the level of expenses we incur to generate tuition payment volume and process the higher volume activity. During the COVID-19 pandemic, we have observed an increasing trend of education institutions delaying tuition invoicing or extending dates for payment due to uncertainties in the academic calendar, on-campus classes or remote learning planning, as well as relief being offered to families experiencing financial challenges. Similarly, subsectors of our travel client portfolio will experience increased seasonality as many of our travel clients depend upon advance planning for vacation or holiday travel, which has been hampered by the ongoing COVID-19 pandemic.

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

We track certain key performance indicators, including metrics such as total payment volume, revenue less ancillary services, adjusted gross margin and adjusted EBITDA, with internal systems and tools and which may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies, or the assumptions on which we rely. Our internal systems and tools have a number of limitations, and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our key performance indicators, including the metrics we publicly disclose, or our estimates. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates for the applicable period of measurement, there are inherent challenges in measuring these metrics across our growing client base. If our key performance indicators are not accurate representations of our business, or if investors do not perceive our operating metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, and our operating and financial results could be adversely affected.

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

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

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

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

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

To grow our business, we will need to maintain and expand our network of global, regional and local banking partners. Our proprietary network of strategic relationships with global, regional and local banking partners is a material asset to our business, which took more than a decade to build. Establishing our strategic partner relationships, particularly with our banking partners entails extensive and highly specific efforts, with little predictability and various ancillary requirements. These partners and suppliers have contractual and regulatory requirements and conditions that we must satisfy and continue to comply with in order to continue and grow the relationships. For example, our financial institution partners generally require us to submit to an exhaustive security audit including adherence to anti-money laundering (AML) policies and “know your customer” (KYC) procedures. If we are not able to comply with those obligations or if our agreements with our banking partners or our network partners are terminated for any reason, we could experience service interruptions as well as delays and additional expenses in arranging new services, potentially interfering with our existing client relationships or making us less attractive to potential new clients.

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

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

We have established relationships with a number of other companies, including financial institutions, processors, other financial services suppliers, channel sales partners, implementation partners, technology and cloud-based hosting providers, and others. In order to grow our business, we will need to continue to establish and maintain relationships with these types of third parties, and

negotiating and documenting relationships with them requires significant time and resources. Our competitors may be more effective in providing incentives to third parties to favor their products or services. If we are unsuccessful in establishing or maintaining our relationships with third parties, our ability to compete in the marketplace or to grow our revenues could be impaired and our operating results could suffer. Even if we are successful in our strategic relationships, we cannot assure you that these relationships will result in increased client usage of our solutions or increased revenues.

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

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

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

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

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

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

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

- Reduced enrollment in higher education due to lack of funding. Significant reductions in student funding, through grants or loans, may reduce enrollments and decrease the payment volume we process.
- Government supported institutions may experience losses or reduction in public funding. Many of our clients rely considerably upon public funding or support, which may not always be available due to budget constraints.
- Negative perceptions about in-person classes. Students may reject the opportunity to attend courses in person, when online or virtual classes are offered as an option, due to the ongoing COVID-19 pandemic or a lower price point for online classes.
- Our clients' rankings, reputation and marketing efforts strongly affect enrollments, none of which we control. If we fail to maintain or add clients with strong, stable reputations and rankings, they will fail to achieve consistent enrollments.
- Declines in international student enrollment. The COVID-19 pandemic and restrictions on immigration or the award of student visas can negatively impact the cross-border education industry and schools that rely on foreign student populations will be negatively affected or may cease operations.
- General economic conditions. Any contraction in the economy could be expected to reduce enrollment in higher education, whether by reducing funding, reducing corporate allowances for continuing education, general reductions in employment or savings or other factors.

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

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

The market for our payment solutions is subject to rapid and significant changes. The market for technology-enabled payment services that empower healthcare clients and their customers is characterized by rapid technological change, new product and service introductions, increasing patient financial responsibility, consumerism and engagement, the ongoing shift to value-based care and reimbursement models, and the entrance of non-traditional competitors. In addition, there may be a limited-time opportunity to achieve and maintain a significant share of this market due in part to the rapidly evolving nature of the healthcare and technology industries and the substantial resources

[Table of Contents](#)

available to our existing and potential competitors. The market for technology-enabled payment services that empower healthcare clients and their customers is relatively new and unproven, and it is uncertain whether this market will achieve and sustain high levels of demand and market adoption.

In order to remain competitive, we are continually involved in a number of projects to compete with these new market entrants by developing new solutions, growing our client base and penetrating new markets. Some of these projects include the expansion of our integration capabilities and the expansion of our mobile solutions. These projects carry risks, such as cost overruns, delays in delivery, performance problems and lack of acceptance by our clients. Our integration partners may also decide to develop and offer their own patient engagement solutions that are similar to our solutions.

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

We believe demand for our payment solutions in the healthcare industry has been driven in large part by more patient responsibility for out-of-pocket spend, a trend towards higher deductibles for health care services, increased digitization in payments, and the tailoring of payment offers and increased patient engagement. Our success also depends to a substantial extent on the ability of our solutions to increase the volume of our clients' customers payments, and our ability to demonstrate the value of our solutions to our clients. If our existing clients do not recognize or acknowledge the benefits of our solutions or our solutions do not drive payment volume, then the market for our solutions might not develop at all, or it might develop more slowly than we expect, either of which could adversely affect our operating results. A significant decrease in the payment volume and resulting revenue from our clients and their customers in the healthcare industry, which represents, and is expected to continue to represent for the foreseeable future, our second largest vertical by total payment volume and revenue, may have an adverse effect on our business, operating results and financial condition.

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

Finally, our competitors may have the ability to devote more financial and operational resources than we can to developing new technologies and services, including services that provide improved operating functionality, and adding features to their existing service offerings. Relationships with companies in the electronic health records space and business focused on revenue lifecycle management are critical to leverage if we are to add to our healthcare customer portfolio. Many of these companies may offer products and services similar to ours. If successful, their development efforts could render our solutions less desirable, resulting in the loss of our existing clients or a reduction in the fees we generate from our solutions.

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

Events like Middle East conflicts, terrorist attacks, mass shooting incidents, natural disasters, such as hurricanes, earthquakes, fires, droughts, floods and volcanic activity, and travel-related health events, such as the COVID-19 pandemic, have a negative impact on the travel industry and affect travelers' behavior by limiting their ability or willingness to visit certain locations. We are not in a position to evaluate the net effect of these circumstances on our business as these events are largely unpredictable; however, we believe there has been negative impact to our business due to such events. Furthermore, in the longer term, our business might be negatively affected by financial pressures on or changes to the travel industry. For example, certain jurisdictions, particularly in Europe, are considering regulations intended to address the issue of "overtourism" including by restricting access to city centers or popular tourist destinations or limiting accommodation offerings in surrounding areas, such as by restricting construction of new hotels or the renting of homes or apartments. Such regulations could adversely affect travel and the volume of travel related payments that we process for our clients. The United States has implemented or proposed, or is considering, various travel restrictions and actions that could affect U.S. trade policy or practices, which could also adversely affect travel to or from the United States. If such events result in a long-term negative impact on the travel industry, such impact could have a material adverse effect on our business. The payment volume and resulting revenue from our travel vertical represents, and is expected for the foreseeable future to represent, less than 10% of our total payment volume and revenue. Because we seek to grow the payment volume and the revenue from this vertical in the future, failure to grow our payment volume and resulting revenue from this industry, may have an adverse effect on our business, operating results and financial condition.

In addition, the U.K.'s withdrawal from the E.U., including uncertainty or delays in the implementation of Brexit, could continue to lead to economic uncertainty and have a negative impact on the travel industry and our European business. The U.K. could lose access to the single E.U. market, travel between the U.K and E.U. countries could be restricted, and we could face new regulatory costs and challenges, the scope of which is presently unknown.

With respect to the COVID-19 pandemic specifically, our 2020 financial results related to serving our existing travel clients and growing our client base in the travel sector was negatively impacted. Additionally, we expect the COVID-19 pandemic will continue to negatively impact our business beyond 2020, but the extent and duration of such impact in the long term is largely uncertain as it is dependent on future developments that cannot be accurately predicted at this time, including but not limited to the severity and transmission rate of the virus, global availability of vaccines and administration of vaccination, the rate of "herd immunity" and the extent and effectiveness of containment actions taken, including mobility restrictions, and the impact of these and other factors on travel behavior.

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

Our growth strategy is influenced, in part, on our ability to expand into new client verticals, including our relatively new B2B payment vertical. The B2B sector represents a relatively new vertical market for us, and we have limited prior experience with the key ERP platforms that are critical to the B2B vertical. Accordingly, our lack of experience in the B2B vertical and with the key ERP platforms may result in operational difficulties, which could cause a delay or failure to integrate and realize the benefits of entering into this vertical. In addition, B2B payments carry a higher risk profile than education or healthcare receivables, and we will be required to devote more resources to manage the increased risk inherent in these payments. The payment volume and resulting revenue from our B2B payment vertical represents, and is expected for the foreseeable future to represent, less than 10%

of our total payment volume and revenue. We expect both the payment volume and the revenue from this vertical to grow over time. As such, failure to grow our payment volume and resulting revenue from our B2B payment vertical may have an adverse effect on our business, operating results and financial condition.

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

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

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

Many payment processing or enablement industry participants are consolidating to create larger and more integrated financial processing systems with greater market power. We expect regulatory and economic conditions to result in additional consolidation in the healthcare industry in the future. As consolidation accelerates, the economies of scale of our clients' organizations may grow. If a client experiences sizable growth following consolidation, it may determine that it no longer needs to rely on us and may reduce its demand for our solutions. In addition, as payment processing providers consolidate to create larger and more integrated systems with greater market power, these providers may try to use their market power to negotiate fee reductions for our solutions. Finally, consolidation may also result in the acquisition or future development by our clients of products and services that compete with our solutions. Any of these potential results of consolidation could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Operations

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

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

Any failure of or delay in these efforts could result in interruptions to our solutions, impaired system performance, and reduced client satisfaction, resulting in decreased sales to clients, lower renewal rates by existing clients, the issuance of service credits, or requested refunds, all of which could hurt our revenue growth. If sustained or repeated, these performance issues could reduce the attractiveness of our solutions to clients and their customers and could result in lost client opportunities and lower renewal rates, any of which could hurt our revenue growth, client loyalty, and our reputation.

[Table of Contents](#)

Even if we are successful in these efforts to scale our business, they will be expensive and complex, and require the dedication of significant management time and attention. We could also face inefficiencies or service disruptions as a result of our efforts to scale our internal infrastructure. We cannot be sure that the expansion and improvements to our internal infrastructure will be effectively implemented on a timely basis, if at all, and such failures could adversely affect our business, operating results, and financial condition.

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

For the year ended December 31, 2020, we processed over \$7.5 billion in payments on our solutions, compared to approximately \$5.8 billion for the year ended December 31, 2019. For the three months ended March 31, 2021, we processed approximately \$2.9 billion in payments on our solutions. We have grown rapidly and seek to continue to grow, and our business is subject to the risk of financial losses as a result of chargebacks for client-related losses, credit losses, operational errors, software defects, service disruption, employee misconduct, security breaches, or other similar actions or errors in our solutions. As a provider of accounts receivable and other payment solutions, we enable the transfer of funds to our clients from their customers. Software errors in our solutions and operational errors by our FlyMates and business partners may also expose us to losses.

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

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

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

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

The continued growth and development of our proprietary global payments network will also depend on our ability to anticipate and adapt to changes in client and customer behavior. For example, behavior may change regarding the use of credit and debit card transactions, including the relative increased use of cash, crypto-currencies, other emerging or alternative payment methods and credit card systems that may include strong regional preferences that we or our processing partners do not adequately support. Any failure to timely integrate emerging payment methods into our solutions,

[Table of Contents](#)

anticipate behavior changes, or contract with payment processing partners that support such emerging payment technologies could cause our clients to use our solutions less, resulting in a corresponding loss of revenue, in the event such methods become popular among their customers.

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

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

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

We, our strategic partners and our clients, and the third-party vendors that we use, obtain and process large amounts of sensitive data, including personally identifiable information, also referred to as "personal data," and other potentially sensitive data related to our clients, their customers and each of their transactions, as well as a variety of such data relating to our own workforce and internal operations. We face risks, including to our reputation as a trusted brand, in the handling and protection of this data, and these risks will increase as our business continues to expand to include new solutions and technologies.

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

Similarly, there are existing regulatory regimes designed to protect the privacy of categories of personal or otherwise sensitive data. Relevant U.S. federal privacy laws include the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), and the Health Insurance Portability and Accountability Act (HIPAA). We also are subject to stringent contractual obligations

[Table of Contents](#)

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

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

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

Cyber incidents have been increasing in sophistication and frequency and can include third parties gaining access to employee or customer data using stolen or inferred credentials, computer malware, viruses, spamming, phishing attacks, ransomware, card skimming code, and other deliberate attacks and attempts to gain unauthorized access. Providers of payment and accounts receivable software have frequently been targeted by such attacks. Because of this, we face additional cybersecurity challenges, including threats to our own IT infrastructure or those of our clients, our customers’ clients,

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

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

We have administrative, technical, and physical security measures in place, and we have policies and procedures in place to both evaluate the security protocols and practices of our vendors and to contractually require service providers to whom we disclose personal data to implement and maintain privacy and security measures. However, we cannot provide assurance that the contractual requirements related to security and privacy that we impose on our service providers will be followed, or that those requirements, or our internal measures, will be adequate to prevent the unauthorized use or disclosure of data. If our privacy protection or security measures or those of the previously mentioned third parties are inadequate or are breached as a result of third-party action, employee or contractor error, malfeasance, malware, phishing, hacking attacks, system error, software bugs or defects in our solutions, trickery, process failure, or otherwise, and, as a result, there is improper disclosure of, or someone obtains unauthorized access to or extract funds or sensitive information, including personally identifiable information, on our systems or our partners’ systems, or if we suffer a ransomware or advanced persistent threat attack, or if any of the foregoing is reported or perceived to have occurred, our reputation and business could be damaged. Recent high-profile security breaches and related disclosures of personal and sensitive data by large institutions suggest that the risk of such events is significant, even if privacy protection and security measures are implemented and enforced. If personal or sensitive information is lost or improperly disclosed or threatened to be disclosed, we could incur significant costs associated with remediation and the implementation of additional security measures, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. In addition, we may incur significant liability and financial loss and may be subject to regulatory scrutiny, investigations, proceedings, and penalties.

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

[Table of Contents](#)

or regulatory investigations, class action litigation, and costs associated with remediation, such as fraud monitoring and forensics. Any actual or perceived security breach at a company providing services to us or our clients could have similar effects.

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

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

Our software provides payment facilitation solutions for a large number of clients and their customers. We are responsible for performing know-your-customer (KYC) reviews of our clients, sanctions screening their customers, and monitoring transactions for fraud. We have been and may continue to be targeted by parties who seek to commit acts of financial fraud using techniques such as stolen identities and bank accounts, compromised business email accounts, employee or insider fraud, account takeover, false applications, and fake invoicing. We may suffer losses from acts of financial fraud committed by our clients, our clients' customers, our employees and payment partners or third-parties.

The techniques used to perpetrate fraud are continually evolving and we may not be able to identify all risks created by new solutions or functionality. Our risk management policies, procedures, techniques, and processes may not be sufficient to identify all of the risks to which we are exposed, to enable us to prevent or mitigate the risks we have identified, or to identify additional risks to which we may become subject in the future. Furthermore, our risk management policies, procedures, techniques, and processes may contain errors or our employees or agents may commit mistakes or errors in judgment as a result of which we may suffer large financial losses. The software-driven and highly automated nature of our solutions could enable criminals and those committing fraud to steal significant amounts of money accessing our solutions. As greater numbers of customers use our solutions, and we serve clients in industries that are at higher risk for fraudulent activity, our exposure to material risk losses from a single client, or from a small number of clients, will increase.

Our current business and anticipated growth will continue to place significant demands on our risk management efforts, and we will need to continue developing and improving and investing in our existing risk management infrastructure, policies, procedures, techniques, and processes. As techniques used to perpetrate fraud on our solutions evolve, we may need to modify our solutions to mitigate fraud risks. As our business grows and becomes more complex, we may be less able to forecast and carry appropriate reserves in our books for fraud related losses. Further, these types of fraudulent activities targeting our solutions can also expose us to civil and criminal liability, governmental and regulatory sanctions as well as potentially cause us to be in breach of our contractual obligations to our clients and partners.

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

A majority of the total payment volume we have historically processed is cross-border payments denominated in many foreign currencies, which subjects us to foreign currency risk. The strengthening or weakening of the U.S. dollar versus these foreign currencies impacts the translation of our net

[Table of Contents](#)

revenues generated in these foreign currencies into the U.S. dollar. In connection with providing our solutions in multiple currencies, we may face financial exposure if we are unable to implement appropriate hedging strategies, negotiate beneficial foreign exchange rates, or as a result of fluctuations in foreign exchange rates between the times that we set them. We also have foreign exchange risk on our assets and liabilities denominated in currencies other than the functional currency of our subsidiaries. We also incur expenses for employee compensation and other operating expenses at our non-U.S. locations in the local currency. Fluctuations in the exchange rates between the U.S. dollar and other currencies could result in the dollar equivalent of our expenses being higher which may not be offset by additional revenue earned in the local currency. This could have a negative impact on our reported results of operations.

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

As our international operations continue to grow, our risks associated with fluctuation in currency rates will become greater, and we will continue to reassess our approach to managing this risk, such as using foreign currency forward and option contracts to hedge certain exposures to fluctuations in foreign currency exchange rates. In addition, currency fluctuations or a weakening U.S. dollar can increase the costs of our international operations, and the strengthening U.S. dollar could slow international demand as solutions priced in the U.S. dollar become more expensive.

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

Our future success depends in large part on the continued growth and development of our payments solutions. If such activities are limited, restricted, curtailed or degraded in any way, or if we fail to continue to grow and develop our payments solutions, our business may be materially and adversely affected. The market for payments enablement solutions is relatively new and subject to changes in technology, regulatory regimes, industry standards, payment methods, regulations and client and customer needs. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes through methods which include launching new solutions.

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

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

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

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

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

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

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

[Table of Contents](#)

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

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

We believe that further developing, maintaining and enhancing the Flywire brand domestically and on a global basis is important to support the marketing and sale of our existing and future solutions to new clients and to attracting additional and strategic partners. Successfully further developing, maintaining and enhancing our brand will depend largely on the effectiveness of our marketing and demand generation efforts, our ability to provide reliable and seamless solutions that continue to meet the needs of our clients and their customers at competitive prices, our ability to maintain our clients' trust, our ability to continue to develop new functionality, solutions, and our ability to successfully differentiate solutions from competitive solutions. Our brand promotion activities may not generate client awareness or yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incur in building our brand. If we fail to successfully promote and maintain our brand, our business could suffer.

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

Our success and future growth depend upon the continued services of our management team and other key employees. Our Chief Executive Officer, Michael Massaro, and our President and Chief Operating Officer, Rob Orgel, are critical to our overall management, as well as the continued development of our solutions, strategic partnerships, culture, relationships with financial institutions, and strategic direction. From time to time, there may be changes in our management team resulting from the hiring or departure of executives and key employees, which could disrupt our business. Our senior management and key employees are employed on an at-will basis. We currently have "key person" insurance on our Chief Executive Officer, Michael Massaro, but not for any of the other members of our management team. Certain of our key employees have been with us for a long period of time and have fully vested stock options or other long-term equity incentives that may become valuable and will be publicly tradable upon the completion of an initial public offering. We cannot ensure that we will be able to retain the services of any members of our senior management or other key employees or that we would be able to timely replace members of our senior management or other key employees should any of them depart. The loss of our Chief Executive Officer, or our President and Chief Operating Officer, or one or more of our senior management, or other key employees could harm our business, and we may not be able to find adequate replacements.

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

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

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

We believe our culture has been a key contributor to our success to date and that the critical nature of the solutions that we provide promotes a sense of greater purpose and fulfillment in our FlyMates. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel, which is critical to our growth, and to effectively focus on and pursue our corporate objectives. As we grow and develop the infrastructure of a public company, we may find it difficult to maintain these important aspects of our culture. If we fail to maintain our company culture, our business and competitive position may be adversely affected.

Our sales cycles may be long and vary.

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

As a result of the ongoing COVID-19 pandemic, many enterprises have limited travel, prohibited in person meetings and implemented other restrictions that could make the sales process more lengthy and difficult. Mid-market and large enterprises tend to have more complex operating environments than smaller businesses, making it often more difficult and time-consuming for us to demonstrate the value of our solutions to prospective clients. The decision to use our solutions may also be an enterprise-wide decision, and require us to provide greater levels of education regarding the use and benefits of our solutions, which may result in additional time, effort, and money spent on our sales cycle without any assurance that our efforts will be successful in generating any sales. Often, major hospital systems and national or state higher education systems will solicit service offers by issuing requests for proposals (RFPs), which are generally a time- and resource-intensive process, with no assurances of being selected as a vendor after the RFP process is completed. Finally, large enterprises typically have longer implementation cycles, especially hospital and education systems, require greater product functionality and scalability and a broader range of services, demand that vendors take on a larger share of risks, sometimes require longer testing periods that delay general availability of our solutions, and expect greater payment flexibility from vendors. All of these factors can add further risk to business conducted with these clients. If we fail to realize an expected sale from a large end-client in a particular quarter or at all, our business, operating results, and financial condition could be materially and adversely affected.

In addition, we may face unexpected deployment challenges with enterprise clients. It may be difficult to deploy our software solutions if a client has unexpected database, hardware or software technology issues, or if a client insists on a more customized or unique solution that is time intensive or that we have little prior experience in delivering. Any difficulties or delays in the initial implementation could cause clients to reject our solutions or lead to the delay or non-receipt of future orders, in which case our business, operating results and financial condition would be harmed.

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

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

We devote significant resources to establish relationships with new clients and deepen relationships with existing clients. Our sales cycle for our solutions can be variable, typically ranging from three to nine months from initial contact to contract execution. However, there is potential for our sales cycle to extend beyond three to nine months as a result of the COVID-19 pandemic and other factors. During the period of our sales cycle, our efforts involve educating our clients about the use, technical capabilities and benefits of our solutions. Our operating results depend in substantial part on our ability to deliver a successful client experience and persuade our clients to grow their relationship with us over time. As we expect to grow rapidly, our client acquisition costs could outpace our build-up of recurring revenue, and we may be unable to reduce our total operating costs through economies of scale such that we are unable to achieve profitability. Any increased or unexpected costs or unanticipated delays, including delays caused by factors outside of our control, could cause our operating results to suffer.

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

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

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

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

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

stock. Because our decision to issue securities in the future will depend on numerous considerations, including factors beyond our control, we cannot predict or estimate the amount, timing, or nature of any future issuances of debt or equity securities. As a result, our stockholders bear the risk of future issuances of debt or equity securities reducing the value of our common stock and diluting their interests.

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

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

Any acquisitions we undertake or have recently completed, including the acquisition of Simplee in February 2020, will likely be accompanied by business risks which may include, among other things:

- the effect of the acquisition on our financial and strategic position and reputation;
- the failure of an acquisition to result in expected benefits, which may include benefits relating to enhanced revenues, technology, human resources, costs savings, operating efficiencies, goodwill and other synergies;
- the difficulty, cost and management effort required to integrate the acquired businesses, including costs and delays in implementing common systems and procedures and costs and delays caused by communication difficulties;
- the assumption of certain known or unknown liabilities of the acquired business, including litigation-related liabilities;
- the reduction of our cash available for operations and other uses, the increase in amortization expense related to identifiable assets acquired, potentially dilutive issuances of equity securities or the incurrence of debt;
- a lack of experience in new markets, new business culture, products or technologies or an initial dependence on unfamiliar distribution partners;
- the possibility that we will pay more than the value we derive from the acquisition;
- the impairment of relationships with our customers, partners or suppliers or those of the acquired business; and
- the potential loss of key employees of the acquired business.

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

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

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

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

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

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

We use public cloud hosting with Amazon Web Services (AWS) and depend on AWS' ability to protect their data centers against damage or interruption from natural disasters, power or telecommunications failures, criminal acts, and similar events. Our operations depend on protecting the cloud infrastructure hosted by AWS by maintaining the configuration, architecture, and interconnection specifications, as well as the information stored in these virtual data centers and transmitted by third-party internet service providers. In limited occasions, we have experienced service disruptions in the past, and may experience interruptions or delays in our solutions in the future. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the data storage services we use. Although we have disaster recovery plans that utilize various data storage locations, any incident affecting our data storage or internet service providers' infrastructure that may be caused by fire, flood, severe storm, earthquake, power loss, telecommunications failures, unauthorized intrusion, computer viruses and disabling devices, natural disasters, military actions, terrorist attacks, negligence, and other similar events beyond our control could negatively affect our solutions. Any prolonged service disruption affecting our solutions could damage our reputation with current and potential clients, expose us to liability, cause us to lose clients, or otherwise harm our business. In the event of damage or interruption to our solutions, our insurance policies may not adequately compensate us for any losses that we may incur. System failures or outages, including any potential disruptions due to significantly increased global demand on certain cloud-based systems during the COVID-19 pandemic, could compromise our ability to provide our solutions in a timely manner, which could harm our ability to conduct business or delay our financial reporting. Such failures could adversely affect our operating results and financial condition.

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

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

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

Risks Related to Our Legal, Regulatory and Compliance Landscape

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

Our business is subject to risks inherent in conducting business globally, including cross-border payments and domestic payments in the U.S. and certain other markets. Our handling of domestic and cross-border payments to our clients generates a significant portion of our revenues, with a substantial portion of such revenues coming from payments processed from Asia (including India, China and Korea). We expect that international revenues will continue to account for a significant percentage of total net revenues for the foreseeable future, and that in particular, the proportion of our revenue from Asia will continue to increase. Current events, including the possibility of renegotiated trade deals and international tax law treaties, create a level of uncertainty, and potentially increased complexity, for multinational companies. These uncertainties could have a material adverse effect on our business and our results of operations and financial condition. In addition, international operations are subject to various risks which could have a material adverse effect on those operations or our business as a whole, including:

- foreign currency exchange rate volatility;
- risks related to government regulation or required compliance with local laws;
- local licensing and reporting obligations or the imposition of currency controls which make it impossible or increasingly difficult for our clients to collect payments from international customers;

[Table of Contents](#)

- local regulatory and legal obligations related to privacy, data protection, data localization, and user protections;
- the need to localize our solutions, including offering clients and their customers the ability to transact business in the local currency and adapting our solutions to local preferences, in markets in which we may have limited or no experience;
- trade barriers and changes in trade regulations;
- difficulties in developing, staffing, and managing a large number of varying foreign operations as a result of distance, language, and cultural differences;
- stringent local labor laws and regulations;
- limitations on the repatriation of cash, including imposition or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries;
- political or social unrest, economic instability, repression, or human rights issues;
- natural disasters, global pandemics such as COVID-19 or other public health emergencies, acts of war, and terrorism;
- compliance with U.S. laws and foreign laws prohibiting corrupt payments to government officials, such as the Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act, and other local anti-corruption laws;
- compliance with U.S. and foreign laws designed to combat money laundering and the financing of terrorist activities;
- retaliatory tariffs and restrictions limiting free movement of currency and an unfavorable trade environment, including as a result of political conditions and changes in the laws in the United States and elsewhere and as described in more detail below;
- antitrust and competition regulations;
- expanded compliance with potentially conflicting and changing laws of taxing jurisdictions where we conduct business and applicable U.S. tax laws as they relate to international operations, the complexity and adverse consequences of such tax laws, and potentially adverse tax consequences due to changes in such tax laws;
- national or regional differences in macroeconomic growth rates; and
- increased difficulties in collecting accounts receivable.

Foreign operations may also expose us to political, social, regulatory and economic uncertainties affecting a country or region, or to political hostility to investments by foreign or private equity investors. Many financial markets are not as developed or as efficient as those in the United States, and as a result, liquidity may be reduced and price volatility may be higher in those markets than in more developed markets. The legal and regulatory environment may also be different, particularly with respect to bankruptcy and reorganization, and may afford us less protection as a creditor than we may be entitled to under U.S. law. Financial accounting standards and practices may differ, and there may be less publicly available information in respect of such companies.

Restrictions imposed or actions taken by foreign governments could include exchange controls, seizure or nationalization of foreign deposits and adoption of other governmental restrictions which adversely affect the prices of securities or the ability to repatriate profits. For instance, we process a

substantial amount of payments from China. The Chinese government imposes controls on the convertibility of the Renminbi (RMB) the currency of China, into foreign currencies and, in certain cases, the remittance of currency out of China. The Chinese government may at its discretion further restrict access in the future to foreign currencies for current account transactions. In addition, income received by us from sources in some countries may be reduced by withholding and other taxes. Any such taxes paid by us will reduce the net income or return from such investments. While we will take these factors into consideration in making investment decisions, including when hedging positions, no assurance can be given that we will be able to fully avoid these risks or generate sufficient risk-adjusted returns.

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

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

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

Certain of our subsidiaries are registered with the U.S. Department of the Treasury's Financial Crimes Enforcement Network. Our subsidiary Flywire Global Corp. has obtained licenses to operate as a money transmitter (or the statutory equivalent) in 29 U.S. jurisdictions, and is in the process of applying for a license in, to the best of our knowledge, all U.S. states and territories where such licensure or registration is required in order to be able to offer additional business lines in the future. As a licensed money transmitter, we are (and in the states where we are awaiting licensure, will be) subject to obligations and restrictions with respect to the investment of customer funds, reporting requirements, bonding requirements, minimum capital requirements, and inspection by state regulatory agencies concerning various aspects of our business. Evaluation of our compliance efforts, as well as the questions of whether and to what extent our solutions are considered money transmission, are matters of regulatory interpretation and could change over time. In addition, there are substantial costs

involved in maintaining and renewing our licenses, certifications, and approvals, and we could be subject to fines or other enforcement action if we are found to violate disclosure, reporting, anti-money laundering, capitalization, corporate governance, or other requirements of such licenses.

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

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

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

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

payment institution from the Bank of Lithuania in September 2019 and subsequently obtained the right to passport our solutions to other EEA member states.

Government agencies may impose new or additional rules on money transmission, including regulations that:

- prohibit, restrict, and/or impose taxes or fees on money transmission transactions in, to or from certain countries or with certain governments, individuals, and entities;
- impose additional client identification and client due diligence requirements;
- impose additional reporting or recordkeeping requirements, or require enhanced transaction monitoring;
- limit the types of entities capable of providing money transmission services, or impose additional licensing or registration requirements;
- impose minimum capital or other financial requirements;
- limit or restrict the revenue that may be generated from money transmission, including revenue from the transaction value associated with the payment method used by our clients' customers and platform-related fees for access to our solutions and invoice and payment plan fees;
- require enhanced disclosures to our money transmission clients or their customers;
- require the principal amount of money transmission transactions originated in a country to be invested in that country or held in trust until paid;
- limit the number or principal amount of money transmission transactions that may be sent to or from a jurisdiction, whether by an individual or in the aggregate; and
- restrict or limit our ability to process transactions using centralized databases, for example, by requiring that transactions be processed using a database maintained in a particular country or region.

We are subject to governmental laws and requirements regarding economic and trade sanctions, anti-money laundering, and counter-terror financing that could impair our ability to compete in international markets or subject us to criminal or civil liability if we violate them.

We are currently required to comply with U.S. economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) and we have processes in place to comply with the OFAC regulations as well as similar requirements in the foreign jurisdictions in which we already operate. As part of our compliance efforts, we scan our clients against watch lists promulgated by OFAC and certain other international agencies. Our application can be accessed from anywhere in the world, and if our service is accessed from a sanctioned country in violation of applicable trade and economic sanctions, we could be subject to fines or other enforcement actions. We are also subject to various anti-money laundering and counter-terrorist financing laws and regulations around the world that prohibit, among other things, our involvement in transferring the proceeds of criminal or terrorist activities. In the United States, most of our solutions are subject to anti-money laundering laws and regulations, including the Bank Secrecy Act, as amended (BSA), and similar laws and regulations. The BSA, among other things, requires MSBs to develop and implement risk-based anti-money laundering programs, to report large cash transactions and suspicious activity, and in some cases, to collect and maintain information about clients who use their services and maintain other transaction records. Regulators and third-party auditors have identified gaps in how similar businesses have implemented anti-money laundering programs, and we could likewise be

subject to significant fines, penalties, inquiries, audits, investigations, enforcement actions, and criminal and civil liability if our anti-money laundering program is found to be insufficient by a regulator.

Our business operations in other parts of the world such as the U.K., Lithuania, and Singapore are subject to similar laws and requirements. Regulators in the United States and globally continue to increase their scrutiny of compliance with these obligations, which may require us to further revise or expand our compliance program, including the procedures we use to verify the identity of our clients and to monitor transactions on our system, including payments to persons outside of the United States. Regulators regularly re-examine the transaction volume thresholds at which we must obtain and keep applicable records or verify identities of clients, and any change in such thresholds could result in greater costs for compliance. Similarly, as a condition to doing business with us, our banking and other strategic partners also impose ongoing obligations on us related to anti-money laundering, counter-terrorist financing and sanctions screening. Any failure on our part to maintain the necessary processes and policies to comply with these regulations and requirements, or to adapt our processes and policies to changes in laws, would subject us to penalties, fines, or loss of key relationships which would have a material adverse effect on our business and results of operations.

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

Our clients and their customers store personal and business information, financial information and other sensitive information through our solutions. In addition, we collect, store, and process personal and business information and other data from and about actual and prospective clients, their customers, our FlyMates and our service providers and other business partners, as well as their personnel. Our handling of data is subject to a variety of laws and regulations, including regulation by various government agencies, such as the U.S. Federal Trade Commission (FTC), and various state, local, and foreign agencies. Our data handling is also subject to contractual obligations and industry standards.

The U.S. federal and various state and foreign governments have adopted or proposed limitations on the collection, distribution, use, and storage of data relating to individuals and businesses, including the use of contact information and other data for marketing, advertising, and other communications with individuals and businesses. In the United States, various laws and regulations apply to the collection, processing, disclosure, and security of certain types of data, including the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the Gramm Leach Bliley Act, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, and the now in question E.U.-U.S. and Swiss—U.S. Privacy Shield protections, as well as state laws relating to privacy and data security. Additionally, the FTC and many state attorneys general are interpreting federal and state consumer protection laws as imposing standards for the online collection, use, dissemination, and security of data. For example, California enacted the California Consumer Privacy Act of 2018 (CCPA), which took effect on January 1, 2020 and became enforceable by the California Attorney General on July 1, 2020, and broadly defines personal information. The CCPA creates new individual privacy rights for consumers (as that term is broadly defined) and places increased privacy and security obligations on entities handling personal data of consumers or households. The CCPA requires covered companies to provide certain disclosures to California consumers about its data collection, use and sharing practices, provide such consumers with ways to opt-out of certain sales or transfers of personal information, provides for civil penalties for violations, and allows for a new private right of action for data breaches that has resulted in an increase in data breach litigation. It remains unclear, however, how the CCPA will be interpreted. As currently written, it will likely impact our business activities and exemplifies the vulnerability of our business to not only cyber threats but also the evolving regulatory environment related to personal data and protected health information.

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

The laws and regulations relating to privacy and data security are evolving, can be subject to significant change, and may result in ever-increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions. The CCPA, in particular, has prompted a number of proposals for new federal and state-level privacy legislation, which could increase our potential liability and adversely affect our business. For example, other states, such as Washington, have proposed broad privacy laws that are similar to the CCPA and we anticipate that more states may enact legislation similar to the CCPA, which provides consumers with new privacy rights and increases the privacy and security obligations of entities handling certain personal information of such consumers. Such proposed legislation, if enacted, may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data and could result in increased compliance costs and/or changes in business practices and policies.

Many of the foreign jurisdictions where we or our customers operate or conduct business, including the European Union, have laws and regulations dealing with the collection, use, storage, and disclosure and other handling (collectively, processing) of personal information, which in some cases are more restrictive than those in the United States. In addition to regulating the processing of personal information within the relevant jurisdictions, these legal requirements often also apply to the processing of personal information outside these jurisdictions, where there is some specified link to the relevant jurisdiction. For example, Flywire has multiple offices in Europe and serves clients and their customers throughout the E.U., where the GDPR went into effect in 2018. The General Data Protection Regulation (GDPR), which is also the law in Iceland, Norway, Liechtenstein, and—to a large degree—the U.K., has an extensive global reach and imposes robust obligations relating to the processing of personal information, including documentation requirements, greater control for data subjects (e.g., the “right to be forgotten” and data portability), security requirements, notice requirements, restrictions on sharing personal information, data governance obligations, data breach notification requirements, and restrictions on the export of personal information to most other countries. The solutions that we currently offer subject us to many of these laws and regulations in many of the foreign jurisdictions where we operate or conduct business, and these laws and regulations may be modified or subject to new or different interpretations, and new laws and regulations may be enacted in the future.

Recent legal developments have created compliance uncertainty regarding some transfers of personal information from the U.K. and EEA to locations where we or our customers operate or conduct business, including the United States and potentially Singapore, particularly with respect to cross-border transfers. Under the GDPR, such transfers can take place only if certain conditions apply or if certain data transfer mechanisms are in place. In July 2020, the Court of Justice of the European Union ruled in its “*Schrems II*” decision (C-311/18), that the Privacy Shield, a transfer mechanism used by thousands of companies to transfer data between those jurisdictions and United States (and also used by Flywire), was invalid and could no longer be used due to the strength of United States surveillance laws. In September 2020, the Federal Data Protection and Information Commissioner of Switzerland (where the law has a similar restriction on the export of personal information) issued an opinion concluding that the Swiss-U.S. Privacy Shield Framework does not provide an adequate level of protection for data transfers from Switzerland to the United States pursuant to Switzerland’s Federal Act on Data Protection. Flywire and our customers continue to use alternative transfer strategies,

including the European Commission's Standard Contractual Clauses (SCCs), while the authorities interpret the *Schrems II* decision and the validity of alternative data transfer mechanisms. The SCCs, though previously approved by the European Commission, have faced challenges in European courts (including being called into question in the *Schrems II* decision), and may be further challenged, suspended or invalidated for transfers to some or all countries. For example, guidance regarding *Schrems II* issued by the European Data Protection Board (which is comprised of representatives from every E.U. member state's top data protection authority) have cast serious doubt on the validity of SCCs for most transfers of personal information to the United States. At present, there are few if any viable alternatives to the Privacy Shield and the SCCs, so such developments may necessitate further expenditures on local infrastructure, changes to internal business processes, changes to customer facing solutions, or may otherwise affect or restrict our sales and operations.

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

In addition, further to the U.K. exit from the E.U. on January 31, 2020, the GDPR ceased to apply in the U.K. at the end of the transition period on December 31, 2020. However, as of January 1, 2021, the U.K.'s European Union (Withdrawal) Act 2018 incorporated the GDPR (as it existed on December 31, 2020 but subject to certain U.K. specific amendments) into U.K. law (referred to as the U.K. GDPR). The U.K. GDPR and the U.K. Data Protection Act 2018 set out the U.K.'s data protection regime, which is independent from but aligned to the E.U.'s data protection regime. Non-compliance with the U.K. GDPR may result in monetary penalties of up to £17.5 million or 4% of worldwide revenue, whichever is higher. The U.K., however, is now regarded as a third country under the E.U.'s GDPR which means that transfers of personal data from the EEA to the U.K. will be restricted unless an appropriate safeguard, as recognized by the E.U.'s GDPR, has been put in place. Currently, under the E.U.-U.K. Trade Cooperation Agreement it is lawful to transfer personal data between the U.K. and the EEA for a 6-month period following the end of the transition period, with a view to achieving an adequacy decision from the European Commission during that period. Like the GDPR, the U.K. GDPR restricts personal data transfers outside the U.K. to countries not regarded by the U.K. as providing adequate protection (this means that personal data transfers from the U.K. to the EEA remain free flowing).

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

In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards that, if adopted, may apply to us, or which customers may require us to adopt. Because the interpretation and application of privacy and data protection laws, regulations, rules, and other standards are still uncertain, it is possible that these laws, rules, regulations, and other actual or alleged legal obligations, such as contractual or self-regulatory obligations, may be interpreted and applied in a manner that is inconsistent with our existing data management practices or

the functionality of our solutions. If so, in addition to the possibility of fines, lawsuits and other claims, we could be required to fundamentally change our business activities and practices or modify our software, which could have an adverse effect on our business. Any failure or perceived failure by us to comply with laws, regulations, policies, legal, or contractual obligations, industry standards, or regulatory guidance relating to privacy or data security, may result in governmental investigations and enforcement actions, litigation, fines and penalties, or adverse publicity, and could cause our clients and partners to lose trust in us, which could have an adverse effect on our reputation and business. We expect that there will continue to be new proposed laws, regulations, and industry standards relating to privacy, data protection, marketing, consumer communications, and information security, and we cannot determine the impact such future laws, regulations, and standards may have on our business. Future laws, regulations, standards, and other obligations or any changed interpretation of existing laws or regulations could impair our ability to develop and market new functionality and maintain and grow our client base and increase revenue. Future restrictions on the collection, use, sharing, or disclosure of data, or additional requirements for express or implied consent of our clients, partners, or end users for the use and disclosure of such information could require us to incur additional costs or modify our solutions, possibly in a material manner, and could limit our ability to develop new functionality.

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

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

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

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

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

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

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

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

Our tax returns and positions are subject to review and audit by federal, state, local and international taxing authorities. An unfavorable outcome to a tax audit could result in higher tax expense, thereby negatively affecting our results of operations and cash flows. We have recognized estimated liabilities on the balance sheet for material known tax exposures relating to deductions, transactions and other matters involving some uncertainty as to the proper tax treatment of the item. These liabilities reflect what we believe to be reasonable assumptions as to the likely final resolution of each issue if raised by a taxing authority. While we believe that the liabilities are adequate to cover reasonably expected tax risks, there can be no assurance that, in all instances, an issue raised by a tax authority will be finally resolved at a financial amount no more than any related liability. An unfavorable resolution, therefore, could negatively affect our financial position, results of operations and cash flows in the current and/or future periods.

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

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

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

We endeavor to enter into agreements with our employees, consultants and contractors and with parties with whom we do business in order to acquire intellectual property rights developed as a result of service to Flywire, as well as to limit access to and disclosure of our proprietary information. No assurance can be given that our intellectual property related agreements with our employees, consultants, contractors clients, their customers, or strategic partners and others will be effective in controlling access to and distribution of our solutions and proprietary information, potentially resulting in the unauthorized use or disclosure of our trade secrets and other intellectual property, including to our competitors, which could cause us to lose any competitive advantage resulting from this intellectual property. Further, these agreements do not prevent our competitors or partners from independently developing technologies that are substantially equivalent or superior to our solutions. In addition, individuals not subject to invention assignment agreements may make adverse ownership claims to our current and future intellectual property.

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

[Table of Contents](#)

introductions of new features, integrations, and capabilities, result in our substituting inferior or more costly technologies into our solutions, or injure our reputation. In addition, we may be required to license additional technology from third parties to develop and market new features, integrations, and capabilities, and we cannot be certain that we could license that technology on commercially reasonable terms or at all, and our inability to license this technology could harm our ability to compete.

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

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

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

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

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

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

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

The United Kingdom's departure from the E.U. could adversely affect us.

The U.K. formally exited the E.U. on January 31, 2020 and a transition period was in place until December 31, 2020 during which time the U.K. remained in both the E.U. customs union and single market and was subject to E.U. rules. There is a significant lack of clarity over the terms of the U.K.'s future relationship with the E.U. in the future.

Brexit could therefore adversely affect U.K., regional (including European), and worldwide economic and market conditions and could contribute to instability in global financial and foreign currency exchange markets, including volatility in the value of the British Pound and Euro, which in turn could adversely affect us or our clients and companies with which we do business, particularly in the U.K. Brexit could lead to greater restrictions on travel between the U.K. and the EEA region, with the potential inability of students to travel or relocate for purposes of seeking foreign educational opportunities. Brexit could also trigger a general deterioration in credit conditions, a downturn in consumer sentiment, and overall negative economic growth. Any of these scenarios could have an adverse effect on our business or our clients.

In addition, Brexit could lead to legal uncertainty and increased complexity for financial services firms as national laws and regulations in the U.K. start to diverge from E.U. laws and regulations. In particular, depending on the terms of Brexit, we may face new regulatory costs and challenges, including the following:

- if we are unable to utilize appropriate authorizations and regulatory permissions, our European operations could lose their ability to offer services into the U.K. market on a cross-border basis and for our U.K. based operations to offer services on a cross-border basis in the European markets;
- we could be required to obtain additional regulatory permissions to operate in the U.K. market, adding costs and potential inconsistency to our business. Depending on the capacity of the U.K. authorities, the criteria for obtaining permission, and any possible transitional arrangements, our business in the U.K. could be materially affected or disrupted;
- we could be required to comply with legal and regulatory requirements in the U.K. that are in addition to, or inconsistent with, those of the E.U., leading to increased complexity and costs for our European and U.K. operations; and

- our ability to attract and retain the necessary human resources in appropriate locations to support our U.K. and European business could be adversely impacted.

These and other factors related to Brexit could, individually or in the aggregate, have a material adverse impact on our business, financial condition, and results of operations.

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

As of March 31, 2021, we had U.S. federal net operating loss (NOL) carryforwards of approximately \$119.5 million and state net operating loss carryforwards of approximately \$96.0 million. The federal and material state net operating loss carryforwards will begin to expire in 2030 and 2024, respectively. In general, under Sections 382 and 383 of the United States Internal Revenue Code of 1986, as amended (Code), a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change NOLs and other tax attributes such as research tax credits to offset future taxable income. An “ownership change” pursuant to Section 382 of the Code generally occurs if one or more stockholders or groups of stockholders who own at least 5% of the company’s stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. If it is determined that we have in the past experienced an ownership change, or if we undergo one or more ownership changes as a result of this offering or future transactions in our stock, then our ability to utilize NOLs and other pre-change tax attributes could be limited by Sections 382 and 383 of the Code. Future changes in our stock ownership, many of which are outside of our control, could result in an ownership change under Sections 382 or 383 of the Code. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. For these reasons, we may not be able to utilize a material portion of the NOLs, even if we were to achieve profitability.

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

Risks Related to Being a Public Company

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

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (Exchange Act), the Sarbanes-Oxley Act of 2002 (Sarbanes-Oxley Act), the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank), the listing requirements of The Nasdaq Global Market (Nasdaq), and other applicable securities rules and regulations. Compliance with these rules and regulations will increase our legal and financial compliance costs, make some activities more difficult, time consuming, or costly, and increase demand on our systems and resources, particularly after we are no longer an emerging growth company. The Exchange Act requires, among other things, that we file annual, quarterly, and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. It may require significant resources and management oversight to maintain and, if necessary, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard. As a result, management's attention may be diverted from other business concerns, which could adversely affect our business and operating results. To comply with these requirements, we may need to hire more employees in the future or engage outside consultants, which would increase our costs and expenses.

As a public company, we will also be required, pursuant to Section 404 of the Sarbanes-Oxley Act (Section 404), to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting commencing with our second annual report on Form 10-K. Effective internal control over financial reporting is necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could cause us to fail to meet our reporting obligations. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock.

This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting, as well as a statement that our independent registered public accounting firm has issued an opinion on the effectiveness of our internal control over financial reporting, provided that our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting until our first annual report required to be filed with the SEC following the later of the date we are deemed to be an "accelerated filer" or a "large accelerated filer," each as defined in the Exchange Act, or the date we are no longer an emerging growth company, as defined in the JOBS Act. An independent assessment of the effectiveness of our internal controls could detect problems that our management's assessment might not. Undetected material weaknesses in our internal controls could lead to financial statement restatements and require us to incur the expense of remediation. We will be required to disclose changes made in our internal control and procedures on a quarterly basis. To comply with the requirements of being a public company, we may need to undertake various actions, such as implementing new internal controls and procedures and hiring accounting or internal audit staff.

We are in the early stages of the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404. We may not be able to complete our evaluation, testing, and any required remediation in a timely

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

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

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

As a public company, we will incur significant legal, accounting, and other expenses that we did not incur as a private company, which we expect to further increase after we are no longer an “emerging growth company.” The Sarbanes-Oxley Act, Dodd-Frank, the listing requirements of the Nasdaq, and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel devote a substantial amount of time to compliance with these requirements and interacting with public company investors and securities analysts. These new obligations and constituents require significant attention from our management team and could divert their attention away from the day-to-day management of our business, which could harm our business, operating results, and financial condition. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. We cannot predict or estimate the amount of additional costs we will incur as a public company or the specific timing of such costs.

Risks Related to Ownership of Our Common Stock

There has been no prior public market for our common stock, the stock price of our common stock may be volatile or may decline regardless of our operating performance and you may not be able to resell your shares at or above the initial public offering price.

There has been no public market for our common stock prior to this offering. The initial public offering price for our common stock will be determined through negotiations between the underwriters and us and may vary from the market price of our common stock following this offering. If you purchase shares of our common stock in this offering, you may not be able to resell those shares at or above the initial public offering price. An active or liquid market in our common stock may not develop upon the completion of this offering or, if it does develop, it may not be sustainable. The market price of our common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

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

[Table of Contents](#)

- regulatory actions with respect to our payment solutions;
- regulatory or legal developments in the United States and other countries;
- the level of expenses related to our solutions;
- announcements of acquisitions, strategic alliances or significant agreements by us or by our competitors;
- developments or disputes concerning patent applications, issued patents or other intellectual property or proprietary rights;
- recruitment or departure of key personnel;
- the economy as a whole and market conditions in our industry, including conditions resulting from the COVID-19 pandemic;
- variations in our financial results or the financial results of companies that are perceived to be similar to us;
- financing or other corporate transactions, or inability to obtain additional funding;
- changes in the structure of payment systems;
- effects of the ongoing United States-China trade war;
- trading activity by a limited number of stockholders who together beneficially own a majority of our outstanding common stock;
- the expiration of market standoff or contractual lock-up agreements;
- the size of our market float; and
- any other factors discussed in this prospectus.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. Stock prices of many companies, and technology companies in particular, have fluctuated in a manner unrelated or disproportionate to the operating performance of those companies. In the past, stockholders have filed securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect our business.

We are an “emerging growth company,” and we cannot be certain if the reduced reporting and disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an “emerging growth company,” as defined in the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies,” including the auditor attestation requirements of Section 404 reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. Pursuant to Section 107 of the JOBS Act, as an emerging growth company, we have elected to use the extended transition period for complying with new or revised accounting

standards until those standards would otherwise apply to private companies. As a result, our consolidated financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to public companies, which may make our common stock less attractive to investors. In addition, if we cease to be an emerging growth company, we will no longer be able to use the extended transition period for complying with new or revised accounting standards.

We will remain an emerging growth company until the earliest of (i) the last day of the fiscal year following the fifth anniversary of this offering, (ii) the last day of the first fiscal year in which our annual gross revenue is \$1.07 billion or more, (iii) the date on which we have, during the previous rolling three-year period, issued more than \$1 billion in non-convertible debt securities, and (iv) the date on which we are deemed to be a "large accelerated filer," which will occur as of the end of any fiscal year in which we (x) have an aggregate market value of our common stock held by non-affiliates of \$700 million or more as of the last business day of our most recently completed second fiscal quarter, (y) have been required to file annual and quarterly reports under the Exchange Act for a period of at least 12 months, and (z) have filed at least one annual report pursuant to the Exchange Act.

We cannot predict if investors will find our common stock less attractive if we choose to rely on these exemptions. For example, if we do not adopt a new or revised accounting standard, our future operating results may not be as comparable to the operating results of certain other companies in our industry that adopted such standards. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock, and our stock price may be more volatile.

Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our intellectual property on unfavorable terms to us.

Until such time, if ever, as we can generate substantial revenue, we may finance our cash needs through a combination of equity offerings, government or private party grants, debt financings and strategic partnership agreements. We may seek additional capital through a variety of means, including through strategic partnership arrangements, public or private equity or debt financings, third-party funding and marketing and distribution arrangements, as well as other strategic alliances and licensing arrangements or any combination of these approaches. However, the disruption in the capital markets caused by the COVID-19 outbreak could make any financing more challenging, and there can be no assurance that we will be able to raise capital on commercially reasonable terms or at all. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms may include liquidation preferences or other rights, powers or preferences that may adversely affect your rights as a stockholder. To the extent that debt financing is available, and we choose to raise additional capital in the form of debt, such debt financing may involve agreements that include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional capital pursuant to collaborations, licensing arrangements or other strategic partnerships, such agreements may require us to relinquish rights to our technologies.

If we are unable to raise additional funds through equity or debt financing or through collaborations or strategic partnerships when needed, we may be required to delay, limit, reduce or terminate the development of our solutions or commercialization efforts.

We may allocate the net proceeds from this offering in ways that you and other stockholders may not approve.

Our management will have broad discretion in the application of the net proceeds from this offering, including for any of the purposes described in the section titled "Use of Proceeds," and you

[Table of Contents](#)

will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. Our management might not apply our net proceeds in ways that ultimately increase the value of your investment. We expect to use the net proceeds from this offering to for working capital and other general corporate purposes. The failure by our management to apply these funds effectively could harm our business. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our stockholders. If we do not invest or apply the net proceeds from this offering in ways that enhance stockholder value, we may fail to achieve expected financial results, which could cause our stock price to decline.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. Securities and industry analysts do not currently, and may never, publish research on our company. If no or only very few securities analysts commence coverage of us, or if industry analysts cease coverage of us, the trading price for our common stock would be negatively affected. If one or more of the analysts who cover us downgrade our common stock or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our common stock could decrease, which might cause our common stock price and trading volume to decline.

If you purchase shares of our common stock in this offering, you will experience substantial and immediate dilution.

If you purchase shares of our common stock in this offering, you will experience substantial and immediate dilution in the pro forma net tangible book value per share of \$ _____ per share as of March 31, 2021, based on an assumed initial public offering price of our common stock of \$ _____ per share, the midpoint of the price range on the cover page of this prospectus, because the price that you pay will be substantially greater than the pro forma net tangible book value per share of the common stock that you acquire. This dilution is due in large part to the fact that our earlier investors paid substantially less than the initial public offering price when they purchased their shares of our capital stock. You will experience additional dilution upon exercise of options to purchase common stock under our equity incentive plans, upon vesting of options to purchase common stock under our equity incentive plans, if we issue restricted stock to our employees under our equity incentive plans or if we otherwise issue additional shares of our common stock.

Substantial amounts of our outstanding shares may be sold into the market in the near future. If there are substantial sales of shares of our common stock, the price of our common stock could decline.

The price of our common stock could decline if there are substantial sales of our common stock, particularly sales by our directors, executive officers and significant stockholders, or if there is a large number of shares of our common stock available for sale and the market perceives that sales will occur. After this offering, we will have _____ outstanding shares of our common stock, based on the number of shares outstanding as of March 31, 2021. All of the shares of common stock sold in this offering will be available for sale in the public market, unless purchased by our affiliates. Substantially all of our outstanding shares of common stock are currently restricted from resale as a result of "lock-up" agreements (which may be waived by Goldman Sachs & Co. LLC, in its sole discretion, with

or without notice), as more fully described in the section titled “Underwriting.” These shares will become available to be sold as follows:

- Beginning at the commencement of trading on the second trading day after our first public release of quarterly results following the date of this prospectus, if the last reported closing price of our common stock on the Nasdaq Stock Market is at least 33% greater than the initial public offering price as set forth on the cover page of this prospectus for at least 10 trading days in the 15 trading day period prior to the date of such earning release, then each holder subject to these lock-up agreements may sell a number of shares equal to 25% of the shares of our common stock and non-voting common stock held by that holder, including shares of our common stock underlying options, warrants or other securities (the Holdings). As of March 31, 2021, 25% of the outstanding Holdings held by all such holders was _____ shares.
- Beginning at the commencement of trading on the second trading day after our public release of quarterly results for the quarter in which our first public release of quarterly results following the date of this prospectus occurs, the lock-up agreements will terminate, and accordingly, an additional _____ shares of our common stock and non-voting common stock will be eligible for sale in the public market.

Shares held by directors, executive officers and other affiliates will be subject to volume limitations under Rule 144 under the Securities Act, and various vesting agreements.

After our initial public offering, certain of our stockholders will have rights, subject to some conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or our stockholders, subject to market standoff and lock-up agreements. We also intend to register shares of common stock that we have issued and may issue under our employee equity incentive plans. Once we register these shares, they will be able to be sold freely in the public market upon issuance, subject to existing market standoff or lock-up agreements.

The market price of the shares of our common stock could decline as a result of the sale of a substantial number of our shares of common stock in the public market or the perception in the market that the holders of a large number of shares intend to sell their shares.

The concentration of our stock ownership will likely limit your ability to influence corporate matters, including the ability to influence the outcome of director elections and other matters requiring stockholder approval.

Based upon shares outstanding as of March 31, 2021, prior to this offering, our executive officers, directors and the holders of more than 5% of our outstanding common stock, in the aggregate, beneficially owned approximately 35.2% of our common stock, and upon the completion of this offering, that same group, in the aggregate, will beneficially own approximately _____ % of our common stock, assuming no purchases of shares in this offering by any members of this group, no exercise by the underwriters of their option to purchase additional shares, no exercise of outstanding options or warrants and after giving effect to the issuance of shares in this offering. As a result, these stockholders, acting together, will have significant influence over all matters that require approval by our stockholders, including the election of directors and approval of significant corporate transactions. Corporate actions might be taken even if other stockholders, including those who purchase shares in this offering, oppose them. This concentration of ownership might also have the effect of delaying or preventing a change of control of our company that other stockholders may view as beneficial.

We do not intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We have never declared or paid any cash dividend on our common stock and do not currently intend to do so for the foreseeable future. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, our loan and security agreement currently prohibits us from paying dividends on our equity securities, and any future debt financing arrangement may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Any return to stockholders will therefore be limited to the appreciation of their stock. Therefore, the success of an investment in shares of our common stock will depend upon any future appreciation in their value. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect at the completion of this offering could make a merger, tender offer or proxy contest difficult, thereby depressing the trading price of our common stock.

Following the completion of this offering, our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law (DGCL) may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect at the completion of this offering will contain provisions that may make the acquisition of our company more difficult, including the following:

- a classified board of directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our board of directors;
- the ability of our board of directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of our board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by a majority vote of our entire board of directors, the chairman of our board of directors or our chief executive officer, which could delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;
- the requirement for the affirmative vote of holders of at least 66 2/3% of the voting power of all of the then-outstanding shares of the voting stock, voting together as a single class, to amend the provisions of our amended and restated certificate of incorporation or our amended and restated bylaws, which may inhibit the ability of an acquiror to effect such amendments to facilitate an unsolicited takeover attempt; and

[Table of Contents](#)

- advance notice procedures with which stockholders must comply to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

In addition, as a Delaware corporation, we are subject to Section 203 of the DGCL. These provisions may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a certain period of time. A Delaware corporation may opt out of this provision by express provision in its original certificate of incorporation or by amendment to its certificate of incorporation or bylaws approved by its stockholders. However, we have not opted out of this provision.

These and other provisions in our amended and restated certificate of incorporation, amended and restated bylaws and Delaware law could make it more difficult for stockholders or potential acquirors to obtain control of our board of directors or initiate actions that are opposed by our then-current board of directors, including delay or impede a merger, tender offer or proxy contest involving our company. The existence of these provisions could negatively affect the price of our common stock and limit opportunities for you to realize value in a corporate transaction.

For information regarding these and other provisions, see the section titled "Description of Capital Stock."

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and the federal district courts of the United States will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the DGCL, our certificate of incorporation or our bylaws or any action asserting a claim against us that is governed by the internal affairs doctrine. This provision would not apply to claims brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Our amended and restated certificate of incorporation provides further that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. These choices of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees and may discourage these types of lawsuits. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive-forum provisions, and there can be no assurance that such provisions will be enforced by a court in those other jurisdictions. If a court were to find the exclusive-forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. All statements contained in this prospectus other than statements of historical fact, including statements regarding our future operating results and financial position, our business strategy and plans, market growth, and our objectives for future operations, are forward-looking statements. The words “believe,” “may,” “will,” “potentially,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “project,” “target,” “plan,” “expect,” and similar expressions are intended to identify forward-looking statements.

Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our future financial performance, including our expectations regarding our revenue, cost and operating expenses, including changes in technology and development, selling and marketing and general and administrative expenses (including any components of the foregoing), gross profit and our ability to achieve, and maintain, future profitability;
- our business plan and our ability to effectively manage our growth;
- our market opportunity, including estimates regarding our total addressable payment volume;
- our cross-border expansion plans and ability to expand internationally;
- anticipated trends, growth rates, and challenges in our business and in the markets in which we operate;
- the sufficiency of our cash and cash equivalents to meet our liquidity needs;
- political, economic, legal, social and health risks, including the recent COVID-19 pandemic and subsequent public health measures that may affect our business or the global economy;
- beliefs and objectives for future operations;
- our ability to develop and protect our brand;
- our ability to maintain and grow the payment volume that we process;
- our ability to further attract, retain, and expand our client base;
- our ability to develop new solutions and services and bring them to market in a timely manner;
- our expectations concerning relationships with third parties, including strategic partners;
- the effects of increased competition in our markets and our ability to compete effectively;
- future acquisitions or investments in complementary companies, products, services, or technologies;
- our ability to enter new client verticals, including our relatively new B2B sector;
- our expectations regarding anticipated technology needs and developments and our ability to address those needs and developments with our solutions;
- our expectations regarding litigation and legal and regulatory matters;
- our expectations regarding our ability to meet existing performance obligations and maintain the operability of our solutions;

[Table of Contents](#)

- our expectations regarding the effects of existing and developing laws and regulations, including with respect to payments and financial services, taxation, privacy and data protection;
- economic and industry trends, projected growth, or trend analysis;
- our ability to attract and retain qualified employees;
- our ability to maintain, protect, and enhance our intellectual property;
- our ability to maintain the security and availability of our solutions;
- the increased expenses associated with being a public company; and
- the future market price of our common stock.

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

These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in the section titled "Risk Factors." Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the future events and trends discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, performance, or achievements. We undertake no obligation to update any of these forward-looking statements for any reason after the date of this prospectus or to conform these statements to actual results or to changes in our expectations, except as required by law. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

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

You should read this prospectus and the documents that we reference in this prospectus and have filed with the Securities and Exchange Commission as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, performance, and events and circumstances may be materially different from what we expect.

INDUSTRY AND MARKET DATA

Unless otherwise indicated, estimates and information contained in this prospectus concerning our industry and the markets in which we operate, including our general expectations, market position, market opportunity, and market size, is based on information from various sources, as well as assumptions that we have made that are based on those data and other similar sources and on our knowledge of the markets for our solutions. This information involves important assumptions and limitations, and you are cautioned not to give undue weight to such estimates. While we believe the market position, market opportunity, and market size information included in this prospectus is generally reliable, information of this sort is inherently imprecise. In addition, projections, assumptions, and estimates of our future performance and the future performance of the industry in which we operate is necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled “Risk Factors” and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

The sources of the statistical data, estimates and market and industry data contained in this prospectus are provided below. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires. The information contained on, or that can be accessed through, any website listed below is not a part of this prospectus.

- The Organisation for Economic Co-operation and Development (OECD), Educational Expenditure by Source and Destination. doi: 10.1787/1c1c86c4-en (Accessed on February 16, 2021);
- Mastercard Investment Community Meeting, September 12, 2019;
- American Productivity & Quality Center (APQC), Number of FTEs That Perform The Process “Process Accounts Receivable (AR)” per \$1 Billion Revenue Measure Spotlight, February 1, 2021;
- Patients Beyond Borders, Quick Facts About Medical Tourism (Accessed on February 16, 2021);
- EY Parthenon, Education in Southeast Asia: Opportunities for investors and operators, September 2016;
- Centers for Medicare & Medicaid Services, NHE Fact Sheet, December 2020;
- Couillard, Lucie. “GL Industry Report X9001-GL Global Tourism.” IBISWorld, June 2020;
- Maynard, Nick. “B2B Payments: Domestic, Cross-border & Interest Payments 2020-2025.” Juniper Research Ltd, July 2020;
- APQC, Open Standards Benchmarking Performance Assessment in Accounts Receivable, 2018; and
- Bartolini, Andrew and Cohen, Bob. “The State of ePayables 2020: Ensuring Continuity, Building Resiliency, and Rising to the Challenge.” Ardent Partners, 2020.

USE OF PROCEEDS

We estimate that the net proceeds from our sale of shares of common stock in this offering at an assumed initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses, will be approximately \$ _____ million, or \$ _____ million if the underwriters' option to purchase additional shares is exercised in full.

A \$1.00 increase (decrease) in the assumed initial public offering price of \$ _____ per share would increase (decrease) the net proceeds from this offering by approximately \$ _____ million, assuming the number of shares of our common stock offered by us remains the same and after deducting estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of our common stock offered would increase (decrease) the net proceeds from this offering by approximately \$ _____ million, assuming that the assumed initial public offering price of \$ _____ remains the same, and after deducting the estimated underwriting discounts and commissions.

The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock, and enable access to the public equity markets for our stockholders and us. We intend to use the net proceeds from this offering for working capital and other general corporate purposes, which may include technology and solutions development, selling and marketing, general and administrative matters, and capital expenditures. We may also use a portion of the proceeds for the acquisition of, or investment in, technologies, solutions, or businesses that complement our business. However, we do not have binding agreements or commitments for any acquisitions or investments outside the ordinary course of business at this time.

We will have broad discretion over the uses of the net proceeds of this offering. Pending these uses, we intend to invest the net proceeds from this offering in short-term, investment-grade interest-bearing securities such as money market accounts, certificates of deposit, commercial paper, and guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any dividends on our capital stock in the foreseeable future. Any future determination to declare dividends will be made at the discretion of our board of directors and will depend on our financial condition, operating results, capital requirements, general business conditions, and other factors that our board of directors may deem relevant. In addition, the terms of our Loan and Security Agreement restrict our ability to pay dividends.

CAPITALIZATION

The following table sets forth our cash and cash equivalents, as well as our capitalization, as of March 31, 2021, on:

- an actual basis;
- a pro forma basis, which reflects (i) the automatic conversion of all outstanding shares of our preferred stock into in aggregate of _____ shares of our common stock and _____ shares of our non-voting common stock, (ii) the reclassification of the preferred stock warrant liability to additional paid-in capital in connection with the conversion of the outstanding warrants to purchase shares of preferred stock into warrants to purchase shares of our common stock, and (iii) the filing and effectiveness of our restated certificate of incorporation; and
- a pro forma as adjusted basis, which reflects (i) all adjustments included in the pro forma column and (ii) the sale of shares of our common stock in this offering at an assumed initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the front cover of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses.

The pro forma as adjusted information presented is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with our consolidated financial statements and related notes, "Selected Consolidated Financial Data," Management's Discussion and Analysis of Financial Condition and Results of Operations," and our condensed consolidated financial statements and related notes, each included elsewhere in this prospectus.

	As of March 31, 2021		
	Actual	Pro Forma (in thousands)	Pro Forma As Adjusted(1)
Cash and cash equivalents	\$ 146,313	\$	\$
Preferred stock warrant liability	\$ 2,886	\$	\$
Long-term debt	24,402		
Convertible preferred stock (Series A, B, B1, B1-NV, C and D), \$0.0001 par value, 20,971,798 shares authorized, actual; 18,069,487 share issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted; liquidation preference of \$110,716, actual; no liquidation preference pro forma and pro forma as adjusted	110,401		
Redeemable convertible preferred stock (Series E-1, E-2, F-1 and F-2), \$0.0001 par value, 20,971,798 shares authorized, actual; 3,746,640 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted; liquidation preference of \$150,000, actual; no liquidation preference pro forma and pro forma as adjusted	179,509		
Stockholders' deficit			
Common stock, \$0.0001 par value; 51,523,465 shares authorized (including shares of non-voting common stock), actual; 8,465,883 shares issued and 7,693,414 shares outstanding, actual; shares authorized (including shares of non-voting common stock), shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding (including shares of non-voting common stock), proforma as adjusted	1		
Treasury stock, 772,574 shares as of March 31, 2021, held at cost	(748)		
Additional paid-in capital	29,736		
Accumulated other comprehensive income	125		
Accumulated deficit	(106,424)		
Total stockholders' deficit	(77,310)		
Total capitalization	\$ 239,888	\$	\$

[Table of Contents](#)

- (1) Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) our pro forma as adjusted cash and cash equivalents, additional paid-in capital, total stockholders' equity, and total capitalization by approximately \$ _____ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of our common stock offered would increase (decrease) the amount of our pro forma as adjusted cash and cash equivalents, additional paid-in capital, total stockholders' equity, and total capitalization by approximately \$ _____ million, assuming that the assumed initial public offering price remains the same, and after deducting the estimated underwriting discounts and commissions.

The number of shares of our common stock and non-voting common stock to be outstanding after this offering is based on 30,366,853 shares of our common stock outstanding as of March 31, 2021, assuming the conversion of all outstanding shares of our preferred stock (of which _____ shares will be common stock and _____ shares will be non-voting common stock) and excludes the following:

- 5,498,741 shares of our common stock issuable upon the exercise of stock options outstanding as of March 31, 2021, with a weighted-average exercise price of \$8.88 per share under our 2009 Equity Incentive Plan (2009 Plan) and our 2018 Stock Incentive Plan (2018 Plan);
- 343,500 shares of our common stock issuable upon the exercise of stock options granted after March 31, 2021, with a weighted-average exercise price of \$50.45 per share under our 2018 Plan;
- 25,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase common stock outstanding as of March 31, 2021, with an exercise price of \$0.50 per share;
- 127,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase shares of our Series C preferred stock outstanding as of March 31, 2021, with an exercise price of \$4.44 per share, which will become warrants to purchase shares of our common stock at an exercise price of \$4.44 per share in connection with the closing of this offering;
- 548,486 shares of our common stock reserved for future issuance under our 2018 Plan, as of March 31, 2021, which shares will be added to the shares to be reserved under our 2021 Equity Incentive Plan (2021 Plan), at the time our 2021 Plan becomes effective in connection with this offering;
- 9,201,156 shares of our common stock that will become available for future issuance under our 2021 Plan, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan; and
- 1,639,810 shares of our common stock that will become available for future issuance under our ESPP, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

To the extent that any outstanding options or warrants to purchase our common stock are exercised or new awards are granted under our equity compensation plans, there will be further dilution to investors participating in this offering.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be diluted to the extent of the difference between the amount per share paid by purchasers of shares of common stock in this initial public offering and the pro forma as adjusted net tangible book value per share of common stock immediately after this offering.

As of March 31, 2021, historical net tangible book value (deficit) was \$ million, or \$ per share. Our pro forma net tangible book value was \$ million, or \$ per share of common stock. Our pro forma net tangible book value per share represents the amount of our total tangible assets reduced by the amount of our total liabilities and divided by the total number of shares of our common stock outstanding as of March 31, 2021, after giving effect to (i) the automatic conversion of all outstanding shares of our preferred stock into in aggregate of shares of our common stock and shares of our non-voting common stock, (ii) the reclassification of the preferred stock warrant liability to additional paid-in capital in connection with the conversion of the outstanding warrants to purchase shares of preferred stock into warrants to purchase shares of our common stock, and (iii) the filing and effectiveness of our restated certificate of incorporation.

After giving effect to (i) the pro forma adjustments set forth above and (ii) our sale in this offering of shares of our common stock, at an assumed initial public offering price of \$ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses, our pro forma as adjusted net tangible book value as of March 31, 2021 would have been \$ million, or \$ per share. This represents an immediate increase in pro forma net tangible book value of \$ per share to our existing stockholders and an immediate dilution of \$ per share to investors purchasing common stock in this offering at the assumed initial public offering price.

The following table illustrates this dilution on a per share basis to new investors:

Assumed initial public offering price per share	\$
Historical net tangible book value (deficit) per share as of March 31, 2021	\$
Pro forma net tangible book value per share as of March 31, 2021, before giving effect to this offering	
Increase in pro forma net tangible book value per share attributable to new investors in this offering	_____
Pro forma as adjusted net tangible book value per share	_____
Dilution in pro forma as adjusted net tangible book value per share to new investors in this offering	\$ _____

A \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share, which is the midpoint of the price range reflected on the cover page of this prospectus, would increase (decrease) our pro forma as adjusted net tangible book value per share after this offering by \$ per share and would increase (decrease) the dilution per share to new investors in this offering by \$ per share, assuming the number of shares of common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of common stock offered would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by \$ per share and would increase

[Table of Contents](#)

(decrease) the dilution to new investors by \$ _____ per share, assuming the assumed initial public offering price, which is the midpoint of the price range set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions.

If the underwriters exercise their option to purchase additional shares of our common stock in full, the pro forma as adjusted net tangible book value per share of our common stock after giving effect to this offering would be \$ _____ per share, and the dilution in pro forma net tangible book value per share to investors in this offering would be \$ _____ per share.

The following table summarizes, on a pro forma as adjusted basis as of March 31, 2021, after giving effect to the pro forma adjustments described above, the difference between existing stockholders and new investors purchasing shares of common stock in this offering with respect to the number of shares purchased from us, the total consideration paid to us, and the average price per share paid by our existing stockholders or to be paid by investors purchasing shares in this offering at an assumed offering price of \$ _____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting the estimated underwriting discounts and commissions and estimated offering expenses:

	<u>Shares Purchased</u>		<u>Total Consideration</u>		<u>Average Price Per Share</u>
	<u>Number</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>	<u>Share</u>
Existing stockholders		%	\$	%	\$
New public investors					
Total		100.0%	\$	100.0%	

A \$1.00 increase (decrease) in the assumed initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) total consideration paid by new investors and total consideration paid by all stockholders by \$ _____ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus remains the same and after deducting the estimated underwriting discounts and commissions.

Except as otherwise indicated, the above discussion and tables assume no exercise of the underwriters' option to purchase additional shares of our common stock. If the underwriters exercise their option to purchase additional shares of our common stock in full, our existing stockholders would own _____ % and our new investors would own _____ % of the total number of shares of our common stock and non-voting common stock outstanding after this offering.

In addition, to the extent we issue any additional stock options or any outstanding stock options or warrants are exercised, or we issue any other securities or convertible debt in the future, investors will experience further dilution.

The number of shares of our common stock and non-voting common stock to be outstanding after this offering is based on 30,366,853 shares of our common stock outstanding as of March 31, 2021, assuming the conversion of all outstanding shares of our preferred stock (of which _____ shares will be common stock and _____ shares will be non-voting common stock) and excludes the following:

- 5,498,741 shares of our common stock issuable upon the exercise of stock options outstanding as of March 31, 2021, with a weighted-average exercise price of \$8.88 per share under our 2009 Plan and our 2018 Plan;
- 343,500 shares of our common stock issuable upon the exercise of stock options granted after March 31, 2021, with a weighted-average exercise price of \$50.45 per share under our 2018 Plan;

[Table of Contents](#)

- 25,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase common stock outstanding as of March 31, 2021, with an exercise price of \$0.50 per share;
- 127,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase shares of our Series C preferred stock outstanding as of March 31, 2021, with an exercise price of \$4.44 per share, which will become warrants to purchase shares of our common stock at an exercise price of \$4.44 per share in connection with the closing of this offering;
- 548,486 shares of our common stock reserved for future issuance under our 2018 Plan, as of March 31, 2021, which shares will be added to the shares to be reserved under our 2021 Plan, at the time our 2021 Plan becomes effective in connection with this offering;
- 9,201,156 shares of our common stock that will become available for future issuance under our 2021 Plan, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan; and
- 1,639,810 shares of our common stock that will become available for future issuance under our ESPP, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

SELECTED CONSOLIDATED FINANCIAL DATA

The following tables present selected historical consolidated financial data for our business. We derived the selected consolidated statements of operations data for the fiscal years ended December 31, 2019 and 2020 and the consolidated balance sheet data as of December 31, 2019 and 2020 from our audited consolidated financial statements that are included elsewhere in this prospectus. The selected consolidated statement of operations data for the three months ended March 31, 2020 and 2021, and the consolidated balance sheet data as of March 31, 2021, have been derived from our unaudited condensed consolidated financial statements and related notes thereto appearing elsewhere in this prospectus. Our unaudited condensed consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which consist only of normal recurring adjustments, necessary for the fair statement of those unaudited condensed consolidated financial statements. On February 13, 2020, we acquired Simplee for total consideration valued at \$86.5 million including \$79.4 million of cash consideration, net of cash acquired, and the estimated fair value of contingent consideration of \$7.1 million. Our consolidated financial statements included the results of operations of Simplee and estimated fair values of assets acquired and liabilities assumed commencing as of the acquisition date. Our historical results are not necessarily indicative of the results that may be expected for any other period in the future. You should read this information in conjunction with the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations", our unaudited condensed consolidated financial statements and related notes and our consolidated financial statements, the accompanying notes, and other financial information included elsewhere in this prospectus.

	<u>Year Ended December 31,</u>		<u>Three Months Ended</u>	
	<u>2019</u>	<u>2020</u>	<u>March 31,</u>	<u>2021</u>
(in thousands, except share and per share data)				
Consolidated Statements of Operations Data:				
Revenue	\$ 94,918	\$ 131,783	\$ 32,709	\$ 44,991
Costs and operating expenses:(1)				
Payment processing services costs	36,726	47,805	11,609	16,091
Technology and development	15,008	24,501	5,348	7,522
Selling and marketing	26,606	32,612	8,577	11,931
General and administrative	34,035	42,680	10,265	15,914
Total costs and operating expenses	<u>112,375</u>	<u>147,598</u>	<u>35,799</u>	<u>51,458</u>
Loss from operations	<u>(17,457)</u>	<u>(15,815)</u>	<u>(3,090)</u>	<u>(6,467)</u>
Other income (expense):				
Interest expense	(2,459)	(2,533)	(597)	(621)
Change in fair value of preferred stock warrant liability	(127)	(625)	(263)	(954)
Other income (expense), net	477	697	(31)	(411)
Total other expenses, net	<u>(2,109)</u>	<u>(2,461)</u>	<u>(891)</u>	<u>(1,986)</u>
Loss before provision for income taxes	(19,566)	(18,276)	(3,981)	(8,453)
Provision for (benefit from) income taxes	550	(7,169)	(7,681)	199
Net income (loss)	<u>(20,116)</u>	<u>(11,107)</u>	<u>3,700</u>	<u>(8,652)</u>
Net income (loss) attributable to common stockholders - basic and diluted	<u>\$ (20,116)</u>	<u>\$ (11,121)</u>	<u>\$ 781</u>	<u>\$ (8,657)</u>
Net income (loss) per share attributable to common stockholders - basic(2)	<u>\$ (3.76)</u>	<u>\$ (1.81)</u>	<u>\$ 0.13</u>	<u>\$ (1.23)</u>
Net income (loss) per share attributable to common stockholders - diluted(2)	<u>\$ (3.76)</u>	<u>\$ (1.81)</u>	<u>\$ 0.09</u>	<u>\$ (1.23)</u>

Table of Contents

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(in thousands, except share and per share data)			
Weighted average common shares outstanding - basic ⁽²⁾	5,355,696	6,129,966	5,837,773	7,033,359
Weighted average common shares outstanding - diluted ⁽²⁾	5,355,696	6,129,966	9,083,204	7,033,359
Pro forma net loss per share attributable to common stockholders - basic and diluted (unaudited) ⁽³⁾	\$		\$	
Pro forma weighted average common stock outstanding - basic and diluted (unaudited) ⁽³⁾				

(1) Includes stock-based compensation expense as follows (in thousands):

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
Technology and development	\$ 640	\$ 766	\$ 163	\$ 1,085
Selling and marketing	905	1,275	251	2,644
General and administrative	1,404	1,803	421	6,635
Total stock-based compensation expense	\$ 2,949	\$ 3,844	\$ 835	\$ 10,364

(2) See Note 2 and Note 16 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate basic and diluted net loss per share attributable to common stockholders, and the weighted-average number of shares used in the computation of the per share amounts. For the computation of per share amounts, common stockholders include holders of common stock and nonvoting common stock and common stock outstanding and weighted average common shares include common stock and nonvoting common stock.

(3) Unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2020 and the three months ended March 31, 2021 have been prepared to give effect to (i) the conversion of all outstanding convertible preferred stock into shares of common stock immediately prior to the completion of this offering and (ii) the conversion of all outstanding redeemable convertible preferred stock into shares of common stock and shares of non-voting common stock immediately prior to the completion of this offering. As we are in a loss position, the warrants for the purchase of common stock, warrants for the purchase of convertible preferred stock, shares of restricted stock awards, and outstanding options would be antidilutive and therefore have been excluded from the computation of pro forma diluted net loss per share attributable to common stockholders and non-voting common stockholders. For the computation of per share amounts, common stockholders include holders of common stock and nonvoting common stock and common stock outstanding and weighted average common shares include common stock and nonvoting common stock.

The unaudited pro forma net loss per share attributable to common stockholders and non-voting common stockholders was computed using the weighted average number of shares of common stock and non-voting common stock outstanding, including the pro forma effect of the aforementioned (i) conversion of all outstanding shares of convertible preferred stock into shares of common stock, and (ii) conversion of all outstanding shares of redeemable convertible preferred stock into shares of common stock and non-voting common stock as if such conversion had occurred at the beginning of the respective reporting period, or their issuance dates, if later.

The following table sets forth the computation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders and non-voting common stockholders giving effect to the aforementioned (i) conversion of all outstanding shares of convertible preferred stock into shares of common stock, and (ii) conversion of all outstanding shares of redeemable convertible preferred stock into shares of common stock and non-voting common stock, for the periods presented:

	Year Ended December 31, 2020	Three Months Ended March 31, 2021
Numerator:		
Pro forma net loss attributable to common stockholders	\$	\$
Accretion of preferred stock to redemption value		
Pro forma net loss attributable to common stockholders - basic and diluted	\$	\$

[Table of Contents](#)

	Year Ended December 31, 2020	Three Months Ended March 31, 2021
Denominator:		
Weighted-average common shares used to compute net loss per share attributable to common stockholders - basic and diluted		
Pro forma adjustment to reflect the conversion of convertible preferred stock to common stock upon the completion of the proposed IPO		
Pro forma adjustment to reflect the conversion of redeemable convertible preferred stock to common stock upon the completion of the proposed IPO		
Pro forma weighted average common shares outstanding - basic and diluted		
Pro forma net loss per share attributable to common stockholders - basic and diluted	\$	\$

	December 31,		March 31,
	2019	2020	2021 (unaudited)
(in thousands)			
Consolidated Balance Sheet Data:			
Cash and cash equivalents	\$ 86,027	\$104,052	\$ 146,313
Total assets	140,998	271,442	302,321
Working capital	25,402	60,178	119,501
Current portion of long-term debt	3,895	—	—
Long-term debt, net of current portion	20,738	24,352	24,402
Preferred stock warrant liability	1,307	1,932	2,886
Convertible preferred stock	110,401	110,401	110,401
Redeemable convertible preferred stock	—	119,769	179,509
Total stockholders' deficit	(75,278)	(81,762)	(77,310)

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

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

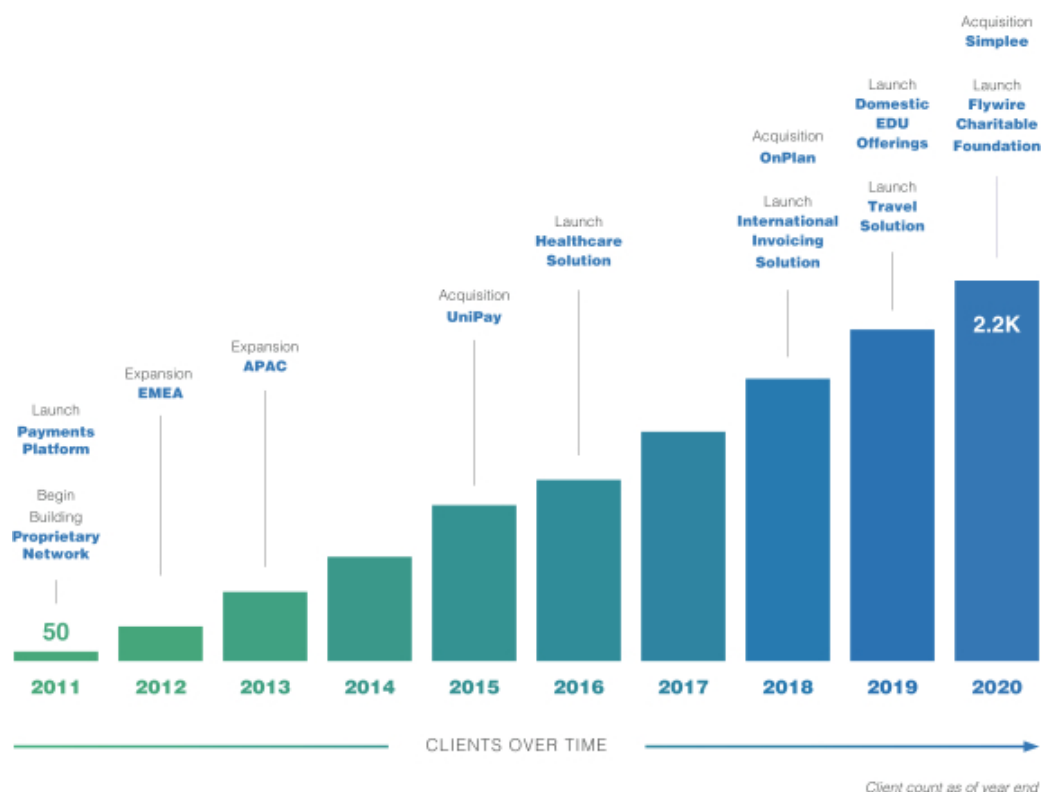
Overview

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

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

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

History of Flywire



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

- **Rapid domestic and international payments volume growth.** We have grown our Total Payment Volume by approximately 30.5% period-over-period from approximately \$5.8 billion during the year ended December 31, 2019 to over \$7.5 billion during the year ended December 31, 2020.

We have grown our Total Payment Volume by approximately 70.1% period-over-period from \$1.7 billion during the three months ended March 31, 2020 to \$2.9 billion during the three months ended March 31, 2021.

- **Expanded global payments network.** Each year we have added to the capabilities of our payment network by means of new local bank accounts and payment partners, and have expanded our global reach to 240 countries and territories and 130 currencies.
- **Enjoyable and personalized user experience.** Our NPS score of 64 in fiscal year 2020 demonstrates a strong affinity among our clients for our platform.
- **Strong dollar-based net retention.** In 2018 and 2019, our net dollar-based retention rate was approximately 126% and 128%, respectively. In 2020, despite the impact of the COVID-19

pandemic on our clients and the industries we serve, we had annual dollar-based net retention rate of 100%, added over 400 new clients, and maintained strong client retention of approximately 97%. We calculate the annual net dollar-based retention rate for a given year based on the weighted average of the quarterly net dollar-based retention rates for each quarter in that year. We calculate the quarterly net dollar-based retention rate for a given quarter by dividing the revenue we earned in that quarter by the revenue we earned from the same clients in the corresponding quarter of the previous year. Our calculation of quarterly net dollar-based revenue rate for a given quarter only includes revenue from clients that were clients at the beginning of the corresponding quarter of the previous year.

Today, we serve over 2,250 clients around the world. In education alone, we serve more than 1,900 institutions and 1.6 million students globally as of December 31, 2020. In healthcare, we power more than 80 healthcare systems, including four of the top 10 healthcare systems in the United States ranked by hospital size as of December 31, 2020. In the industries we have more recently begun to address, travel and business to business payments, we have a growing portfolio of more than 200 clients as of December 31, 2020.

Our success in building our client base around the world and expanding utilization by our clients' customers has allowed us to achieve significant scale. We enabled more than \$7.5 billion in TPV during the year ended December 31, 2020 and \$2.9 billion in TPV during the three months ended March 31, 2021. We generated revenue of \$94.9 million and \$131.8 million for the years ended December 31, 2019 and 2020, respectively, and incurred net losses of \$20.1 million and \$11.1 million for those same years. We generated revenue of \$32.7 million and \$45.0 million for the three months ended March 31, 2020 and March 31, 2021, respectively and incurred net income of \$3.7 million and a net loss of \$8.7 million, respectively, for the same three-month periods. Pro forma revenue and pro forma net loss for the year ended December 31, 2020, as if our acquisition of Simplee had occurred on January 1, 2020, was \$136.3 million and \$14.8 million, respectively.

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

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

Our Revenue Model

We derive revenue from transactions and platform and usage-based fees.

Transaction revenue is earned from payment processing services provided to our clients. The fee earned on each transaction consists of a rate applied to the total payment value of the transaction, which can vary based on the payment method currency pair conversion and the geographic region in

[Table of Contents](#)

which our client and the clients' customer resides. We also earn revenue from marketing fees from credit card service providers for marketing arrangements in which we perform certain marketing activities which we consider to be ancillary to the solutions we provide to our clients.

Platform and usage-based fee revenue includes (i) fees earned for the utilization of our payment platform to optimize cash collections, (ii) fees collected on payment plans established by our clients on our payment platform, (iii) subscription fees and (iv) fees related to printing and mailing services which we consider to be ancillary to the solutions we provide to our clients.

Quantitative and Qualitative Disclosures About Market Risk

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

Foreign Currency Risk

For our cross-border payments, we have short term foreign currency exchange exposure, typically between one and four days. Our cross-border payment service allows our client's customers to use their local currency to pay our clients. When a client's customer books a cross-border payment in the customer's local currency, we provide an amount to be paid to the client in that local currency based on the foreign exchange rate then in effect. The client's customer then has a certain amount of time to complete payment—one to four days—that may differ depending on the payment method selected. When our client's customer makes the payment and we process these funds to our clients through our global payment network, the actual exchange rate may differ from the exchange rate that was initially used to calculate the amount payable by the client's customer due to foreign exchange rate fluctuations. The amount our client's customers pay in their local currency is not adjusted for changes in foreign exchange rates between booking the transaction and the date the funds are paid and converted. If the value of the currency used by the client's customer weakens relative to the currency in which funds are remitted to our clients we may be required to cover the shortfall in remitted funds. This could have an unfavorable effect on our cash flows and operating results. We have been leveraging our in-house currency hedging algorithms since 2014, including entering into non-deliverable forward foreign currency contracts, to mitigate the volatility related to fluctuations in the foreign exchange rates. As a result, to date foreign currency fluctuations with respect to our cross-border payments have not resulted in a materially unfavorable effect on our operating results, financial position or cash flows. In addition, our reporting currency is the U.S. Dollar. The financial statements of our foreign subsidiaries are translated from local currency into U.S. Dollars using the exchange rate at the balance sheet date for assets and liabilities, and the average exchange rate in effect during the period for revenue and expenses. Our functional currency and the functional currency of our subsidiaries, with the exception of our UK subsidiary, is the U.S. Dollar. The functional currency for our UK subsidiary is considered to be the local currency and, accordingly, translation adjustments for this entity are included as a component of accumulated other comprehensive loss in our consolidated balance sheets. Gains and losses from the remeasurement of foreign currency transactions into the functional currency are recognized as other income (expense), net in the consolidated statements of operations and comprehensive loss. We do not believe a 10% increase or decrease in current exchange rates would have a material impact on our operating results, financial position or cash flows.

Interest Rate Sensitivity

Borrowings incurred under our credit facility accrue interest at a floating per annum rate equal to the greater of (i) 5.25% above the prime rate; or (ii) 8.50%. As of March 31, 2021, \$25.0 million was outstanding under our credit facility. An immediate 10% increase or decrease in interest rates would not have a material effect on our financial position, results of operations or cash flows.

Recent Acquisition

In February 2020, we acquired all of the issued and outstanding shares of Simplee for a purchase price of \$86.5 million including \$79.4 million of cash consideration, net of cash acquired and the estimated fair value of contingent consideration of \$7.1 million. Contingent consideration represents additional payments that we may be required to make in the future, which totals up to \$20.0 million, depending on our reaching certain revenue and integration targets established for the years ended December 31, 2020 and 2021, as well as retaining key clients. Simplee is a provider of healthcare payment and collection software. The Simplee acquisition brings a highly complementary client base with whom we can further expand our capabilities, and additional platform and healthcare specific software capabilities with which we believe we can acquire additional clients in the healthcare market. Since the acquisition date through December 31, 2020, Simplee contributed \$34.1 million in platform and usage-based fee revenue. During the three months ended March 31, 2021, Simplee contributed \$10.2 million in platform and usage-based fee revenue.

Key Operating Metrics and Non-GAAP Financial Measures

The following table sets forth our key operating metrics and non-GAAP measures for the periods presented:

In Millions (Except Gross Margin and Adjusted Gross Margin)	For the Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
Total Payment Volume	\$ 5,756.9	\$ 7,513.3	\$ 1,683.3	\$ 2,862.7
Revenue	\$ 94.9	\$ 131.8	\$ 32.7	\$ 45.0
Revenue Less Ancillary Services	\$ 88.2	\$ 114.6	\$ 29.4	\$ 40.2
Gross Margin	58.7%	60.3%	61.5%	61.3%
Adjusted Gross Margin	63.2%	69.4%	68.4%	68.7%
Net Income (Loss)	\$ (20.1)	\$ (11.1)	\$ 3.7	\$ (8.7)
Adjusted EBITDA	\$ (9.7)	\$ 6.2	\$ 0.9	\$ 6.2

For the year ended December 31, 2020, transaction revenue and platform and usage-based fee revenue represented 68.0% and 32.0% of our revenue, respectively. For the year ended December 31, 2020 transaction revenue and platform and usage-based fee revenue represented 77.0% and 23.0% of our total revenue less ancillary services, respectively.

For the three months ended March 31, 2021, transaction revenue and platform and usage-based fee revenue represented 72.0% and 28.0% of our revenue, respectively. For the three months ended March 31, 2021, transaction revenue and platform and usage-based fee revenue represented 79.9% and 20.1% of our total revenue less ancillary services, respectively.

For the year ended December 31, 2020, our total payment volume was approximately \$7.5 billion, consisting of \$4.7 billion of total payment volume from transactions included in transaction revenue and \$2.8 billion of total payment volume from transactions included in platform and usage-based fee revenue. For the year ended December 31, 2019, our total payment volume was approximately \$5.8 billion, consisting of \$4.7 billion of total payment volume from transactions included in transaction revenue and \$1.1 billion of total payment volume from transactions included in platform and usage-based fee revenue.

For the three months ended March 31, 2021, our total payment volume was approximately \$2.9 billion, consisting of \$1.7 billion of total payment volume from transactions included in transaction revenue, and \$1.2 billion of total payment volume from transactions included in platform and usage-based fee revenue. For the three months ended March 31, 2020, our total payment volume was approximately \$1.7 billion, consisting of \$1.2 billion of total payment volume from transactions included in transaction revenue, and \$0.5 billion of total payment volume from transactions included in platform and usage-based fee revenue.

Total Payment Volume

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

Revenue Less Ancillary Services, Adjusted Gross Margin and Adjusted EBITDA

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

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

- *Revenue Less Ancillary Services* represents our consolidated revenue in accordance with GAAP after excluding (i) pass-through cost for printing and mailing services and (ii) marketing fees. We exclude these amounts to arrive at this supplemental non-GAAP financial measure as we view these services as ancillary to the primary services we provide to our clients.
- *Adjusted Gross Margin.* Adjusted gross margin represents adjusted gross profit divided by Revenue Less Ancillary Services. Adjusted gross profit represents Revenue Less Ancillary Services less cost of revenue adjusted to (i) exclude pass-through cost for printing services and (ii) offset marketing fees against costs incurred. Management believes this presentation supplements the GAAP presentation of gross margin with a useful measure of the gross margin of our payment-related services, which are the primary services we provide to our clients.
- *Adjusted EBITDA.* Adjusted EBITDA represents EBITDA further adjusted by excluding (i) stock-based compensation expense, (ii) the impact from the change in fair value measurement for contingent consideration associated with acquisitions, (iii) the impact from the change in fair value measurement of our preferred stock warrants, (iv) other income (expense), net, (v) acquisition related transaction costs, and (vi) employee retention costs, such as incentive compensation, associated with acquisition activities. Management believes that the exclusion of these amounts to calculate Adjusted EBITDA provides useful measures for period-to-period comparisons of our business.

These non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for revenue, gross margin or net loss prepared in accordance with GAAP and should be read only in conjunction with financial information presented on a GAAP basis. Reconciliations of Revenue Less Ancillary Services, Adjusted Gross Margin and Adjusted EBITDA to

[Table of Contents](#)

the most directly comparable GAAP financial measure are presented below. We encourage you to review these reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future fiscal periods, we may exclude such items and may incur income and expenses similar to these excluded items.

Reconciliations of Non-GAAP Financial Measures

The tables below provide reconciliations of Revenue Less Ancillary Services, Adjusted Gross Margin and Adjusted EBITDA on a consolidated basis for the periods presented.

Revenue Less Ancillary Services and Adjusted Gross Margin:

(In Millions, Except for Gross Margin and Adjusted Gross Margin)	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
Revenue	\$ 94.9	\$ 131.8	\$ 32.7	\$ 45.0
Adjusted to exclude gross up for:				
Pass-through cost for printing and mailing	(1.2)	(15.8)	(2.9)	(4.5)
Marketing fees	(5.5)	(1.4)	(0.4)	(0.3)
Revenue Less Ancillary Services	\$ 88.2	114.6	29.4	40.2
Payment processing services costs	36.7	47.8	11.6	16.1
Hosting and amortization costs within technology and development expenses	2.5	4.5	1.0	1.3
Adjusted to:				
Exclude printing and mailing costs	(1.2)	(15.8)	(2.9)	(4.5)
Offset marketing fees against related costs	(5.5)	(1.4)	(0.4)	(0.3)
Costs of revenue less ancillary services	\$ 32.5	\$ 35.1	\$ 9.3	\$ 12.6
Gross Profit	\$ 55.7	\$ 79.5	\$ 20.1	\$ 27.6
Gross Margin	58.7%	60.3%	61.5%	61.3%
Adjusted Gross Profit	\$ 55.7	\$ 79.5	\$ 20.1	\$ 27.6
Adjusted Gross Margin	63.2%	69.4%	68.4%	68.7%

(Dollars In Millions)	Transaction	Platform and Usage-Based Fee	Twelve Months Ended December 31, 2020
Revenue	\$ 89.6	\$ 42.2	\$ 131.8
Adjusted to exclude gross up for:			
Pass-through cost for printing and mailing	-	(15.8)	(15.8)
Marketing fees	(1.4)	-	(1.4)
Revenue Less Ancillary Services	\$ 88.2	\$ 26.4	\$ 114.6
Percentage of Revenue	68.0%	32.0%	100.0%
Percentage of Revenue less Ancillary Services	77.0%	23.0%	100.0%

Table of Contents

(In Millions)	Transaction	Platform and Usage-Based Fee	Three Months Ended March 31, 2021
Revenue	\$ 32.4	\$ 12.6	\$ 45.0
Adjusted to exclude gross up for:			
Pass-through cost for printing and mailing	-	(4.5)	(4.5)
Marketing fees	(0.3)	-	(0.3)
Revenue Less Ancillary Services	<u>\$ 32.1</u>	<u>\$ 8.1</u>	<u>\$ 40.2</u>
Percentage of Revenue	72.0%	28.0%	100%
Percentage of Revenue less Ancillary Services	79.9%	20.1%	100%

EBITDA and Adjusted EBITDA:

(In Millions)	Year Ended December 31,		Three Months Ended March 31	
	2019	2020	2020	2021
Net income (loss)	\$ (20.1)	\$ (11.1)	\$ 3.7	\$ (8.7)
Interest expense	2.5	2.5	0.6	0.6
Provision for (benefit from) income taxes	0.6	(7.2)	(7.7)	0.2
Depreciation and amortization	3.7	6.8	1.5	2.1
EBITDA	<u>(13.3)</u>	<u>(9.0)</u>	<u>(1.9)</u>	<u>(5.8)</u>
Stock-based compensation expense	2.9	3.8	0.8	10.4
Change in fair value of contingent consideration	0.7	5.4	(0.3)	(0.0)
Change in fair value of preferred stock liability	0.1	0.7	0.3	1.0
Other (income) expense, net ⁽¹⁾	(0.5)	(0.7)	(0.0)	(0.4)
Acquisition related transaction costs ⁽²⁾	0.4	1.5	1.3	0.0
Acquisition related employee retention costs ⁽³⁾	-	4.5	0.7	1.0
Adjusted EBITDA	<u>\$ (9.7)</u>	<u>\$ 6.2</u>	<u>\$ 0.9</u>	<u>\$ 6.2</u>

(1) For the year ended December 31, 2019, other (income) expense consisted of interest income of \$0.4 million and gains from remeasurement of foreign currency transactions into their functional currency of \$0.1 million. For the year ended December 31, 2020, other (income) expense consisted of interest income of \$0.1 million and gains from the remeasurement of foreign currency transactions into their functional currency of \$0.6 million. For the three months ended March 31, 2020, other (income) expense consisted of interest income of less than \$0.1 million and losses from remeasurement of foreign currency transactions into their functional currency of less than \$0.1 million. For the three months ended March 31, 2021, other (income) expense consisted of losses from the remeasurement of foreign currency transactions into their functional currency of \$0.4 million.

(2) Acquisition related costs consisted of legal and advisory fees incurred in connection with the Simplee acquisition.

(3) Acquisition related employee retention costs consisted of costs incurred to retain and compensate Simplee's employees in connection with integration of the business.

Key Factors Affecting Our Performance

Increased Utilization by Our Clients and Their Customers

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

[Table of Contents](#)

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

Mix of Business on Our Platform

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

Investment in Technology and Development and Sales and Marketing

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

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

Seasonality

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

Economic Conditions and Resulting Consumer Spending Trends

Changes in macro-level consumer spending for education, healthcare and travel trends, including as a result of COVID-19, could affect the amounts of volumes processed on our platform, thus resulting in fluctuations to our revenue streams.

Impact of the COVID-19 Pandemic

The unprecedented and rapid spread of COVID-19 as well as the shelter-in-place orders, promotion of social distancing measures, restrictions to businesses deemed non-essential, and travel restrictions implemented throughout the United States and globally have significantly impacted the verticals in which we have been predominantly focused over the last decade, including payment volumes, sales cycles and time to implementation in those verticals. However, we have not experienced any significant client attrition and our net dollar-based retention rate remained strong. In 2018 and 2019, our net dollar-based retention rate was 126% and 128%, respectively. In 2020, despite the impact of the COVID-19 pandemic on our clients and the industries we serve, we had annual dollar-based net retention rate of 100%, added over 400 new clients, and maintained strong client retention of approximately 97%. We will continue to evaluate the nature and extent of these potential impacts to our business, consolidated financial statements, and liquidity.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act did not have a material impact on our consolidated financial statements for the year ended December 31, 2020 or the three months ended March 31, 2021. We continue to monitor any effects that may result from the CARES Act or other government relief programs that are made available.

Diversified Mix of Clients

Following the onset of the COVID-19 pandemic, payment volumes and revenue from education clients relying on international enrollments declined significantly, but we saw significant strength in revenue from healthcare clients, particularly as out-of-pocket costs for our clients' customers continued to remain high. There can be no assurance that such trends or that the levels of total revenue that we generate from our healthcare clients will continue.

Dynamic Changes to Client Communication and Product Solutions

In response to the macroeconomic impact of the COVID-19 pandemic, we initiated a series of refinements to our technology and personalization engine to optimize our clients' ability to offer payment plans and communicate effectively and digitally with their customers. For example, we developed streamlined versions of our solution that allowed healthcare clients to rapidly deploy secure payment capabilities in support of newly emergent telehealth services that were deployed in the early phases of the COVID-19 to enable remote healthcare services. Similarly, we configured some of our education payment plan solutions for a very streamlined implementation in support of our clients' requests for affordability solutions for their students that could be deployed with minimal IT involvement. While we continue to invest in our technology and product capabilities, our ability to continue providing streamlined and effective products through our technology platform may impact our ability to retain and win new clients in the future. We believe that our ability to help increase payment affordability has become more critical to our clients during the COVID-19 pandemic as the lack of affordability drives the need for more financial flexibility.

Business Continuity

In response to COVID-19 developments, we implemented measures to focus on the safety of our employees and support of our clients, while at the same time seeking to mitigate the impact on our financial position and operations. We have implemented remote working capabilities for our entire organization and to date, there has been minimal disruption to our operations. We also reduced our workforce by approximately 12% during the spring of 2020.

Components of Results of Operations

Revenue

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

[Table of Contents](#)

Transaction Revenue

Transaction revenue consists of a fee based on the total payment volume processed through our payment platform and global payment network. The fee can vary depending on the geographic region in which our client and client's customer resides, the payment method selected by our clients' customer and the currencies in which the transaction is completed on our solution. Fees received are reported as revenue upon the completion of payment processing transaction.

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

Platform and Usage-Based Fee Revenue

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

Payment Processing Services Costs

Payment processing services costs consist of costs incurred to process payment transactions which include banking and credit card processing fees, foreign currency translation costs, partner fees personnel-related expenses for our employees who facilitate these payments and personnel related expenses for our employees who provide implementation services to our clients. We expect that payment processing services costs will increase in absolute dollars but may fluctuate as a percentage of total revenue from period to period, as we continue to invest in scaling our processing operations and grow our revenue base.

Technology and Development

Technology and development includes (a) costs incurred in connection with the development of our solution and the improvement of existing solutions, including the amortization of software and website development costs incurred in developing our solution, which are capitalized, and acquired developed technology, (b) site operations and other infrastructure costs incurred, (c) amortization related to capitalized cost to fulfill a contract, (d) personnel-related expenses, including salaries, stock based compensation and other expenses, (e) hardware and software engineering, consultant services and other costs associated with our technology platform and products, (f) research materials and facilities, and (g) depreciation and maintenance expense.

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

Selling and Marketing

Selling and marketing expenses consist of personnel-related expenses, including stock-based compensation expense, sales commissions, amortization of acquired customer relationship intangible

[Table of Contents](#)

assets, marketing program expenses, travel-related expenses and costs to market and promote our solutions through advertisements, marketing events, partnership arrangements, and direct customer acquisition.

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

General and Administrative

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

Interest Expense

Interest expense consists of interest incurred on our Loan and Security Agreement (LSA) with a lender. During 2019, we borrowed \$25.0 million under the LSA to complete our acquisition of OnPlan Holdings LLC. On April 25, 2020, we entered into a Joinder and Second Amendment to the LSA to refinance the LSA. As part of the refinancing, the lender re-advanced \$4.2 million of principal paid on the loan through May 1, 2020. The LSA is interest only until May 2023 and bears annual interest at a rate equal to the greater of (i) 5.25% above the prime rate or (ii) 8.50%. Previously, our interest rate was at an annual fixed rate of 8.5%.

Change in Fair Value of Preferred Stock Warrant Liability

In connection with our financing arrangements, we issued warrants to purchase convertible preferred stock to a lender. The warrants to purchase preferred stock provide for net share settlement under which the maximum number of shares that could be issued represents the total amount of shares under the warrant agreements. These warrants are classified as liabilities on our consolidated balance sheets as these are free standing instruments that may require us to transfer an asset upon exercise. The warrant liability associated with these warrants was recorded at fair value on the issuance date of the warrants and is marked to market each reporting period based on changes in the warrants' fair value calculated using the Black-Scholes model. We will no longer have the change in fair value of preferred stock warrant liability in our consolidated statements of operations and comprehensive loss after the closing of this offering.

Other Income (Expense), Net

Other income (expense), net consists of interest income and gains and losses from the remeasurement of foreign currency transactions into its functional currency.

Provision for (Benefit From) Income Tax

Provision for (benefit from) income taxes consists of foreign and state income taxes. We have generated net operating loss (NOL) carryforwards for U.S. Federal tax purposes as we expand the scale of our international business activities. Any changes in the U.S. and foreign taxation of such activities may increase our overall provision for income taxes in the future.

[Table of Contents](#)

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

Results of Operations

Comparison of results for the Three Months Ended March 31, 2020 and 2021

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

(Dollars In Millions)	Three Months Ended March 31,		\$ Change	% Change
	2020	2021		
Revenue	\$ 32.7	\$ 45.0	\$ 12.3	37.6%
Payment processing and service costs	11.6	16.1	4.5	38.8%
Technology and development	5.3	7.5	2.2	41.5%
Selling and marketing	8.6	12.0	3.4	39.5%
General and administrative	10.3	15.9	5.6	54.4%
Total costs and operating expense	35.8	51.5	15.7	43.9%
Loss from operations	(3.1)	(6.5)	(3.4)	109.7%
Interest expense	(0.6)	(0.6)	(0.0)	0.0%
Change in fair value of preferred stock warrant liability	(0.3)	(1.0)	(0.7)	233.3%
Other income (expense), net	-	(0.4)	(0.4)	1,225.8%
Loss before income taxes	(4.0)	(8.5)	(4.5)	112.5%
Provision for (Benefit from) income taxes	(7.7)	0.2	7.9	(102.6%)
Net income (loss)	3.7	(8.7)	(12.4)	(335.1%)
Foreign currency translation adjustment	(0.1)	0.4	0.5	500.0%
Comprehensive income (loss)	\$ 3.6	\$ (8.3)	(11.9)	(330.6%)

Revenue

Revenue was \$45.0 million for the three months ended March 31, 2021, compared to \$32.7 million for the three months ended March 31, 2020, an increase of \$12.3 million or 37.6%.

(Dollars In Millions)	Three Months Ended March 31,		\$ Change	% Change
	2020	2021		
Transaction revenue	\$ 25.2	\$ 32.4	\$ 7.2	28.6%
Platform and usage-based fee revenue	7.5	12.6	5.1	68.0%
Revenue	\$ 32.7	\$ 45.0	\$ 12.3	37.6%

Transaction revenue was \$32.4 million for the three months ended March 31, 2021, compared to \$25.2 million for the three months ended March 31, 2020, an increase of \$7.2 million or 28.6%. The increase in transaction revenue was primarily driven by transactions originating in regions where we generate more transaction volume. Total payment volume increased 42.4% during the three months ended March 31, 2021 to \$1.7 billion. This increase was partially offset by a \$0.1 million decrease in

[Table of Contents](#)

marketing services revenue. Our marketing services revenue declined as a result of our payment partners using fewer of our marketing services in the three months ended March 31, 2021 compared to the three months ended March 31, 2020.

Platform and usage-based fee revenue was \$12.6 million for the three months ended March 31, 2021, compared to \$7.5 million for the three months ended March 31, 2020, an increase of \$5.1 million or 68.0%. The increase in platform and usage-based fee revenue was driven primarily by the Simplee acquisition, which accounted for \$4.7 million of the increase over the same period in 2020, of which \$1.9 million was related to ancillary printing and mailing services. The remainder of the increase was attributable to increased usage by our clients.

Payment Processing Services Costs

Payment processing services costs were \$16.1 million for the three months ended March 31, 2021, compared to \$11.6 million for the three months ended March 31, 2020, an increase of \$4.5 million or 38.8%. The increase in payment processing services costs is correlated with the increase in total payment volume of 70% over the same period, and was offset by lower processing costs related to bank, credit card and alternative payment transactions.

Technology and Development

Technology and development expenses were \$7.5 million for the three months ended March 31, 2021, compared to \$5.3 million for the three months ended March 31, 2020, an increase of \$2.2 million or 41.5%. The increase in technology and development cost was primarily driven by an increase in stock-based compensation expense, personnel costs, and an increase in amortization expense. Personnel costs were \$3.8 million for the three months ended March 31, 2021, compared to \$3.3 million for the three months ended March 31, 2020 an increase of \$0.5 million or 15.2%. The increase in stock-based compensation expense was \$1.1 million for the three months ended March 31, 2021, compared to \$0.2 million for the three months ended March 31, 2020, an increase of \$0.9 million. The increase in personnel costs was primarily driven by an increase in headcount within our technology and development teams partially offset by the capitalization of internally developed software costs during the period of \$1.4 million. Amortization of intangible assets was \$1.0 million for the three months ended March 31, 2021, compared to \$0.7 million for the three months ended March 31, 2020, an increase of \$0.3 million or 42.9%. The increase in amortization expense was the result of the acquisition of Simplee.

Selling and Marketing

Selling and marketing expenses were \$12.0 million for the three months ended March 31, 2021, compared to \$8.6 million for the three months ended March 31, 2020, an increase of \$3.4 million or 39.5%. The increase in selling and marketing expenses was primarily driven by an increase in personnel costs, and an increase in amortization expenses, partially offset by a decrease in travel related expenses. Stock-based compensation was \$2.6 million for the three months ended March 31, 2021, compared to \$0.3 million for the three months ended March 31, 2020, an increase of \$2.3 million. Personnel costs increased by \$0.9 million. The increase in personnel costs was primarily driven by an increase in headcount within our selling and marketing teams and commissions earned on sales during the period. Amortization of intangibles was \$0.6 million for the three months ended March 31, 2021, compared to \$0.4 million for the three months ended March 31, 2020, an increase of \$0.2 million or 50.0%. The increase in amortization expense was the result of the acquisition of Simplee which added \$48.3 million of acquired customer relationships, which have a weighted-average amortization period of 12 years. Travel related costs during the three months ended March 31, 2021 decreased by \$0.5 million compared to the same period in 2020.

General and Administrative Expenses

General and administrative expenses were \$15.9 million for the three months ended March 31, 2021, compared to \$10.3 million for the three months ended March 31, 2020, an increase of \$5.6 million or 54.4%. The increase in general and administrative expenses was primarily driven by the increase in stock-based compensation, professional fees and the change in the fair value of contingent consideration. These increases were partially offset by decreases in travel and acquisition related costs. Stock-based compensation was \$6.6 million for the three months ended March 31, 2021, compared to \$0.4 million for the three months ended March 31, 2020, an increase of \$6.2 million. The increase in compensation is directly attributable to incremental compensation charges taken in relation to a secondary sale during the period that involved stockholders who were also our employees. Professional fees were \$1.3 million for the three months ended March 31, 2021, compared to \$0.9 million for the three months ended March 31, 2020, an increase of \$0.4 million. The change in the fair value of contingent consideration related to acquisitions was \$0.1 million for the three months ended March 31, 2021, compared to (\$0.3) million for the three months ended March 31, 2020, an increase of \$0.3 million or 300.0%.

Interest Expense

Interest expense remained essentially unchanged at \$0.6 million for the three months ended March 31, 2021 and 2020.

Change in Fair Value of Preferred Stock Warrant Liability

The change in fair value of preferred stock warrant liability was \$1.0 million for the three months ended March 31, 2021, compared to \$0.3 million for the three months ended March 31, 2020, an increase of \$0.7 million. The increase in the fair value of the preferred stock warrant liability was due to the increase in the value of our preferred stock.

Other Income (Expense), net

Other income (expense), net, was (\$0.4) million for the three months ended March 31, 2021, compared to less than \$0.1 million for the three months ended March 31, 2020. Losses from the remeasurement of foreign currency transactions into their functional currencies were \$0.4 million for the three months ended March 31, 2021, compared to less than \$0.1 million for the three months ended March 31, 2020.

Provision for (Benefit From) Income Taxes

The provision for income taxes was \$0.2 million during the three months ended March 31, 2021, compared to a benefit of \$7.7 million for the year three months ended March 31, 2020, a reduction of \$7.9 million or 102.6%. During the three months ended March 31, 2020, we recorded an income tax benefit of \$7.7 million, which was primarily attributable to a non-recurring benefit of \$8.4 million relating to the release of a portion of our valuation allowance. This release was due to taxable temporary differences recorded as part of the Simplee acquisition which are a source of income to realize certain pre-existing federal and state deferred tax assets. Our effective tax rate was 2.4% for the three months ended March 31, 2021 compared to (192.5%) for the three months ended March 31, 2020.

Comparison of results for the year ended December 31, 2019 and 2020

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

(Dollars In Millions)	Year Ended December 31,		\$ Change	% Change
	2019	2020		
Revenue	\$ 94.9	\$ 131.8	\$ 36.9	38.9%
Payment processing services costs	36.7	47.8	11.1	30.2
Technology and development	15.0	24.5	9.5	63.3
Selling and marketing	26.6	32.6	6.0	22.6
General and administrative	34.1	42.7	8.6	25.2
Total costs and operating expenses	112.4	147.6	35.2	31.3
Loss from operations	(17.5)	(15.8)	1.7	(9.7)
Interest expense	(2.5)	(2.5)	-	-
Change in fair value of preferred stock warrant liability	(0.1)	(0.7)	(0.6)	600.0
Other income (expense), net	0.5	0.7	0.2	40.0
Loss before income taxes	(19.6)	(18.3)	1.3	(6.6)
Provision for (benefit from) income taxes	0.5	(7.2)	(7.7)	(1,540)
Net loss	\$ (20.1)	\$ (11.1)	\$ 9.0	(44.8)%

Revenue

Revenue was \$131.8 million for the year ended December 31, 2020, compared to \$94.9 million for the year ended December 31, 2019, an increase of \$36.9 million or 38.9%. Revenue is comprised of transaction revenue and platform and usage-based fee revenue as follows:

(Dollars In Millions)	Year Ended December 31,		\$ Change	% Change
	2019	2020		
Transaction revenue	\$ 86.6	\$ 89.6	\$ 3.0	3.5%
Platform and usage-based fee revenue	8.3	42.2	33.9	408.4
Revenue	\$ 94.9	\$ 131.8	\$ 36.9	38.9%

Transaction revenue was \$89.6 million for the year ended December 31, 2020, compared to \$86.6 million for the year ended December 31, 2019, an increase of \$3.0 million or 3.5%. Although total payment volume from transactions included in transaction revenue were unchanged in 2020 compared to 2019, the increase in transaction revenue was primarily driven by an increase in the relative percentage of our total payment volume originating in regions where we generate higher transaction revenue. This increase was offset by a \$4.1 million or 74.5% decrease in marketing services revenue. Our marketing services revenue declined as a result of our payment partners using fewer of our marketing services in 2020 compared to 2019.

Platform and usage-based fee revenue was \$42.2 million for the year ended December 31, 2020, compared to \$8.3 million for the year ended December 31, 2019, an increase of \$33.9 million or 408.4%. The increase in platform and usage-based fee revenue was driven primarily by the Simplee acquisition contributing \$34.1 million in 2020, of which \$14.6 million was related to ancillary printing and mailing services.

[Table of Contents](#)

Payment Processing Services Costs

Payment processing services costs were \$47.8 million for the year ended December 31, 2020, compared to \$36.7 million for the year ended December 31, 2019, an increase of \$11.1 million or 30.2%. The increase in payment processing services costs is correlated with the increase in total payment volume of 30.5%, offset by lower processing costs incurred related to bank, credit card and alternative payment transactions.

Technology and Development

Technology and development expenses were \$24.5 million for the year ended December 31, 2020, compared to \$15.0 million for the year ended December 31, 2019, an increase of \$9.5 million or 63.3%. The increase in technology and development cost was primarily driven by an increase in personnel cost and an increase in amortization expense. Personnel costs were \$17.8 million for the year ended December 31, 2020, compared to \$9.3 million for the year ended December 31, 2019, an increase of \$8.5 million or 91.4%. The increase in personnel costs was primarily driven by an increase in headcount within our technology and development teams. Amortization of intangible assets was \$2.1 million for the year ended December 31, 2020, compared to \$1.8 million for the year ended December 31, 2019, an increase of \$0.3 million or 16.7%. The increase in amortization expense was the result of the acquisition of Simplee which added \$10.5 million of acquired developed technology in connection with this acquisition, which has a weighted-average amortization period of eight years.

Selling and Marketing Expenses

Selling and marketing expenses were \$32.6 million for the year ended December 31, 2020, compared to \$26.6 million for the year ended December 31, 2019, an increase of \$6.0 million or 22.6%. The increase in selling and marketing expenses was primarily driven by an increase in personnel costs and an increase in amortization expenses, offset by a decrease in travel related expenses. Personnel costs were \$23.1 million for the year ended December 31, 2020, compared to \$18.5 million for the year ended December 31, 2019, an increase of \$4.6 million or 24.9%. The increase in personnel costs was primarily driven by an increase in headcount within our selling and marketing teams. Amortization of intangibles was \$2.7 million for the year ended December 31, 2020, compared to \$0.4 million for the year ended December 31, 2019, an increase of \$2.3 million or 575.0%. The increase in amortization expense was the result of the acquisition of Simplee which added \$48.3 million of acquired customer relationships, which have a weighted-average amortization period of 12 years. These increases were offset by reductions in travel-related expenses of \$1.9 million due to COVID-19.

General and Administrative Expenses

General and administrative expenses were \$42.7 million for the year ended December 31, 2020, compared to \$34.1 million for the year ended December 31, 2019, an increase of \$8.6 million or 25.2%. The increase in general and administrative expenses was primarily driven by the change in the fair value of contingent consideration, an increase personnel costs and an increase in professional services fees. The change in the fair value of contingent consideration related to acquisitions was \$5.4 million for the year ended December 31, 2020, compared to \$0.7 million in 2019, an increase of \$4.7 million or 671.4%. Personnel costs were \$19.6 million for the year ended December 31, 2020, compared to \$16.6 million for the year ended December 31, 2019, an increase of \$3.0 million or 18.1%. The increase in personnel costs was primarily driven by retention bonuses offered to Simplee employees as a result of our acquisition of Simplee. Professional fees were \$5.3 million for the year ended December 31, 2020, compared to \$3.8 million for the year ended December 31, 2019, an increase of \$1.5 million or 39.5%. This increase was also attributable to our acquisition of Simplee. These increases were offset by a reduction in various other expenses due to COVID-19.

[Table of Contents](#)

Interest Expense

Interest expense was \$2.5 million for each of the years ended December 31, 2019 and December 31, 2020. During March 2020, we refinanced our LSA which resulted in \$4.2 million in net proceeds, and a new interest rate per year determined based on the greater of (i) 5.25% above the prime rate or (ii) 8.50%.

Change in Fair Value of Preferred Stock Warrant Liability

Change in fair value of preferred stock warrant liability was \$0.7 million for the year ended December 31, 2020, compared to \$0.1 million for the year ended December 31, 2019, an increase of \$0.6 million or 600%. The increase in preferred stock warrant liability was the result of an increase in the value of our preferred stock.

Other Income (Expense), net

Other income (expense), net, was \$0.7 million for the year ended December 31, 2020, compared to \$0.5 million for the year ended December 31, 2019, an increase of \$0.2 million or 40.0%. Interest income was \$0.1 million for the year ended December 31, 2020, compared to \$0.4 million for the year ended December 31, 2019, a decrease of \$0.3 million or 75.0%. The decrease was attributable to lower interest rates on deposits, and a change in our investment policy due to the uncertainty caused by COVID-19. Gains from the remeasurement of foreign currency transactions into their functional currencies were \$0.6 million for the year ended December 31, 2020, compared to \$0.1 million for the year ended December 31, 2019, an increase of \$0.5 million or 500.0%. The increase was the result of the changes in foreign exchange rates against the U.S. Dollar, our financial reporting currency.

Provision for (Benefit From) Income Taxes

Provision for (benefit from) income taxes was (\$7.2) million during the year ended December 31, 2020, compared to \$0.5 million for the year ended December 31, 2019, an improvement of (\$7.7) million or 1,540%. During the year ended December 31, 2020, we recorded an income tax benefit of \$7.2 million, which was primarily attributable to a non-recurring benefit of \$8.4 million relating to the release of a portion of our valuation allowance. This release was due to taxable temporary differences recorded as part of the Simplee acquisition which are a source of income to realize certain pre-existing federal and state deferred tax assets. Our effective tax rate was 39.3% for the year ended December 31, 2020 compared to (3.0%) for the year ended December 31, 2019.

Quarterly Results of Operations

The following tables present our unaudited consolidated statements of operation data for each of the last six quarters in the period ended March 31, 2021, as well as the percentage of each line item to our total revenue for each quarter presented. The unaudited consolidated statements of operations for each quarter have been prepared on the same basis as the annual consolidated financial statements included in the prospectus and reflect all normal and recurring adjustments that are, in our opinion, necessary for the fair presentation of the results of operations for the periods presented. Our historical results are not necessarily indicative of the results that may be expected in the future. The following quarterly financial data should be read in conjunction with our consolidated financial statements included elsewhere in the prospectus.

(In Thousands)	Three Months Ended					
	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021
Revenue	\$ 22,804	\$ 32,709	\$ 23,757	\$ 42,086	\$ 33,321	\$ 44,991
Costs and operating expenses:						
Payment processing services costs (1)	8,258	11,609	10,868	13,777	11,551	16,091
Technology and development (1)	4,007	5,348	6,378	6,079	6,696	7,522
Selling and marketing (1)	6,998	8,577	8,125	7,640	8,270	11,931
General and administrative (1)	9,862	10,265	13,548	9,172	9,695	15,914
Total costs and operating expenses	<u>29,125</u>	<u>35,799</u>	<u>38,919</u>	<u>36,668</u>	<u>36,212</u>	<u>51,458</u>
Income (loss) from operations	(7,041)	(3,090)	(15,162)	5,418	(2,981)	(6,497)
Other income (expense)						
Interest expense	(925)	(597)	(679)	(584)	(673)	(621)
Change in fair value of preferred stock warrant liability	(54)	(263)	9	9	(380)	(954)
Other income (expense), net	220	(31)	107	(4)	625	(411)
Total other expenses, net	<u>(759)</u>	<u>(891)</u>	<u>(563)</u>	<u>(579)</u>	<u>(428)</u>	<u>(1,986)</u>
Income (loss) before provision for income taxes	(7,800)	(3,981)	(15,725)	4,839	(3,409)	(8,453)
Provision for (benefit from) income taxes	194	(7,681)	272	(382)	622	199
Net income (loss)	<u>\$ (7,994)</u>	<u>\$ 3,700</u>	<u>\$ (15,997)</u>	<u>\$ 5,221</u>	<u>\$ (4,031)</u>	<u>\$ (8,652)</u>

(1) Includes stock-based compensation as follows:

(In Thousands)	Three Months Ended					
	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021
Payment processing services costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology and development	170	163	170	252	180	1,085
Selling and marketing	285	251	348	301	375	2,644
General and administrative	41	421	471	483	429	6,635
	<u>\$ 496</u>	<u>\$ 835</u>	<u>\$ 989</u>	<u>\$ 1,036</u>	<u>\$ 984</u>	<u>\$ 10,364</u>

[Table of Contents](#)

	Three Months Ended					
	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021
Revenue	100%	100%	100%	100%	100%	100%
Costs and operating expenses:						
Payment processing services costs	37	35	46	33	35	36
Technology and development	18	17	27	14	20	17
Selling and marketing	32	26	34	18	25	27
General and administrative	45	31	57	22	29	35
Total costs and operating expenses	132	109	164	87	109	114
Income (loss) from operations	(32)	(9)	(64)	13	(9)	(14)
Other income (expense)						
Interest expense	(4)	(2)	(3)	(1)	(2)	(1)
Change in fair value of preferred stock warrant liability	0	(1)	0	0	(1)	(2)
Other income (expense), net	1	0	0	0	2	(1)
Total other expenses, net	(3)	(3)	(2)	(1)	(1)	(4)
Income (loss) before provision for income taxes	(35)	(12)	(66)	11	(10)	(19)
Provision for (benefit from) income taxes	1	(23)	1	1	2	0
Net income (loss)	<u>(36)%</u>	<u>11%</u>	<u>(67)%</u>	<u>12%</u>	<u>(12)%</u>	<u>(19)%</u>

Quarterly Revenue Trends

Our revenue is subject to seasonality due to the timing our clients customers payments. Our total revenue, adjusting for seasonality, has increased on a quarter over quarter basis primarily due to the increase in customers and the increase in transactions processed per customer. Additionally, revenue has increased in part due to the acquisition of Simplee in February 2020.

Quarterly Operating Expenses Trends

For the period from December 31, 2019 through March 31, 2020 our operating expenses increased consecutively due primarily to the increase in personnel-related costs, including stock-based compensation expense and retention costs for acquired employees, as we invested in additional headcount quarter-over-quarter to support the growth of our business. During the quarter ended March 31, 2020, due to the COVID-19 pandemic, we took action to reduce headcount costs, professional fees, and other costs. From September 30, 2020 through March 31, 2021 our operating expenses in each subsequent quarter presented increased primarily due to increase in personnel-related costs, including stock-based compensation expense and retention costs for acquired employees, as we invested in additional headcount quarter-over-quarter. We also continued to experience an increase in our operating expenses related to the change in fair value of the contingent consideration liability related to the acquisition of Simplee.

[Table of Contents](#)

Quarterly Other Income Trends

Our other expense (net) fluctuated on a quarter-over-quarter primarily due to the changes in fair value of the preferred stock warrant liability, and due to changes in foreign exchange rates versus the U.S. dollar in the respective periods.

Liquidity and Capital Resources

We have historically sourced our liquidity requirements primarily through the issuance and sale of our preferred stock and borrowings under our debt agreements. To date, we have received net cash proceeds of \$332.2 million from sales of our preferred stock and net cash proceeds of \$24.3 million from our credit facilities. As of March 31, 2021, we had cash and cash equivalents of \$146.3 million. The principal uses for liquidity have been to operate our business and to finance acquisitions and capital expenditures. We believe we have sufficient liquidity to satisfy our operating and capital expenditure needs for at least the next 12 months, however, we continue to evaluate and take action, as necessary, to preserve adequate liquidity and ensure that our business can continue to operate during these uncertain times.

The following table sets forth summary cash flow information for the periods presented.

(In Millions)	Year Ended		Three Months	
	December 31,		Ended	
	2019	2020	2020	2021
Net cash provided by (used in) operating activities	\$ 4.1	\$ (14.2)	\$ (47.1)	\$ (14.8)
Net cash used in investing activities	(3.7)	(81.5)	(80.0)	(1.5)
Net cash (used in) provided by financing activities	(3.9)	119.0	116.9	58.2
Effect of exchange rate changes on cash and cash equivalents	-	(0.3)	(0.3)	0.3
Net (decrease) increase in cash, cash equivalents and restricted cash.	<u>\$(3.50)</u>	<u>\$23.00</u>	<u>\$ (10.5)</u>	<u>\$ 42.3</u>

Operating Activities

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

During the three months ended March 31, 2021, cash used in operating activities of \$14.8 million was primarily the result of net loss of \$8.7 million adjusted for non-cash expenses of \$13.8 million, which primarily include depreciation and amortization of \$2.1 million, stock-based compensation expenses of \$10.4 million, and the change in fair value of preferred stock warrant liability of \$1.0 million, offset by \$19.6 million related to changes in our operating assets and liabilities. Net cash used by changes in operating assets and liabilities consisted primarily of a \$28.1 million decrease in funds payable to customers due to the timing of when we settle the amounts we owe to our clients, a \$3.2 million decrease in contingent consideration, and a \$1.7 million decrease in prepaid expenses and other assets, offset by a 13.3 million decrease in funds receivables from payment partners due to the timing of when our payment partners settle the amounts they owe to us, and a \$1.1 million decrease in unbilled receivables.

[Table of Contents](#)

During the three months ended March 31, 2020, cash used in operating activities of \$47.1 million was primarily the result of net income of \$3.7 million adjusted for non-cash expenses of \$6.0 million, which primarily include a tax benefit related to the change in deferred taxes of \$8.6 million due to the release of the valuation allowance, depreciation and amortization of \$1.5 million, stock-based compensation expenses of \$0.8 million, revaluation of contingent consideration of \$0.3 million, change in fair value of preferred stock warrant liability of \$0.3 million and by changes in operating assets and liabilities of \$44.7 million. Net cash provided by changes in operating assets and liabilities consisted primarily of a \$51.2 million decrease in funds payable to customers, a \$1.2 million increase in prepaid expenses and other assets, a \$2.1 million increase in accounts receivables, a \$0.1 million decrease in accounts payable and accrued expenses and a \$0.7 million decrease in contingent consideration, offset by a \$10.1 million decrease in funds receivable from payment partners and a \$1.0 million decrease in unbilled receivables.

During 2020, cash used in operating activities of \$14.2 million was primarily the result of net loss of \$11.1 million adjusted for non-cash expenses of \$9.0 million, which primarily include depreciation and amortization of \$6.8 million, stock-based compensation expenses of \$3.8 million, revaluation of contingent consideration of \$5.4 million and the change in fair value of preferred stock warrant liability of \$0.7 million, offset by \$8.5 million related to deferred taxes and \$12.1 million related to changes in our operating assets and liabilities. Net cash used by changes in operating assets and liabilities consisted primarily of a \$6.0 million increase in funds receivable from payment partners, a \$5.3 million decrease in funds payable to customers, a \$3.8 million increase in prepaid expenses and other assets, a \$1.6 million increase in accounts receivable, a \$0.7 decrease in contingent consideration and a \$0.4 million increase in unbilled receivables, offset by a \$5.7 million increase in accounts payable and accrued expenses.

During 2019, cash provided by operating activities of \$4.1 million was primarily the result of net loss of \$20.1 million adjusted for non-cash expenses of \$8.0 million, which primarily include depreciation and amortization of \$3.7 million, stock-based compensation expenses of \$2.9 million, revaluation of contingent consideration of \$0.7 million, change in fair value of preferred stock warrant liability of \$0.1 million and benefited by changes in operating assets and liabilities of \$16.2 million. Net cash provided by changes in operating assets and liabilities consisted primarily of a \$13.3 million increase in funds payable to customers, a \$2.3 million increase in accounts payable and accrued expenses, a \$1.2 million decrease in funds receivable from payment partners, a \$0.8 million increase in deferred revenue and a \$0.4 million increase in other liabilities, offset by a \$1.1 million increase in unbilled receivables, a \$0.4 million increase in accounts receivable and a \$0.4 million increase in prepaid expenses and other assets.

Investing Activities

During the three months ended March 31, 2021, cash used in investing activities of \$1.5 million was primarily the result of the capitalization of internally-developed software costs.

During the three months ended March 31, 2020, cash used in investing activities of \$79.9 million was primarily the result of our acquisition of Simplee for a purchase price of \$79.4 million in cash and \$0.5 million related to the capitalization of internally-developed software costs.

During 2020, cash used in investing activities of \$81.5 million was the result of our acquisition of Simplee for a purchase price of \$79.4 million in cash, and \$2.1 million related to purchases of computer equipment and software.

During 2019, cash used in investing activities of \$3.7 million was the result of leasehold improvements and purchases of computer equipment and software costs.

[Table of Contents](#)

Financing Activities

During the three months ended March 31, 2021, cash provided by financing activities of \$58.2 million was the result of our sale of preferred stock for aggregate proceeds of \$59.7 million and proceeds from the exercise of stock options of \$2.4 million, partially offset by payments for contingent consideration of \$3.8 million related to our acquisition of Simplee and \$0.2 million related to offering costs associated with our initial public offering.

During the three months ended March 31, 2020, cash used in financing activities of \$116.9 million was the result of our sale of preferred stock for aggregate proceeds of \$119.8 million and \$0.5 million from the proceeds of the exercise of stock options. The increase was offset by \$2.1 million related to payments on our long-term debt and \$1.3 million related to contingent consideration paid during the period.

As of March 31, 2021, we had \$25.0 million of outstanding indebtedness under the LSA. The proceeds of the Term Loan were used to purchase OnPlan Holdings, LLC. On April 25, 2020, we entered into a Joinder and Second Amendment to the LSA to refinance the LSA. As part of the refinancing, the lender institution re-advanced \$4.2 million of principal paid on the loan through May 1, 2020. The LSA is interest only until May 2023 and bears annual interest at a rate equal to the greater of (i) 5.25% above the prime rate of (ii) 8.50%. Beginning on June 1, 2023, we will make 24 equal principal payments. Refer to Note 11 in our unaudited condensed consolidated financial statements included elsewhere in this prospectus for additional details related to our LSA.

During 2020, cash provided by financing activities of \$119.0 million was the result of our sale of preferred stock for aggregate proceeds of \$119.8 million and proceeds from the exercise of stock options of \$0.8 million, primarily offset by payments for contingent consideration of \$1.3 million related to our acquisition of OnPlan Holdings, LLC during 2018.

During 2019, cash used in financing activities of \$3.9 million was the result of proceeds from issuance of long-term debt of \$10.0 million and proceeds from the exercise of stock options of \$0.5 million, primarily offset by payments for contingent and deferred consideration of \$14.1 million related to our acquisition of OnPlan Holdings, LLC during 2018.

As of December 31, 2020 and March 31, 2021, we had \$25.0 million of outstanding indebtedness under the LSA. The proceeds of the Term Loan were used to purchase OnPlan Holdings, LLC. On April 25, 2020, we entered into a Joinder and Second Amendment to the LSA to refinance the LSA. As part of the refinancing, the lender institution re-advanced \$4.2 million of principal paid on the loan through May 1, 2020. The LSA is interest only until May 2023 and bears annual interest at a rate equal to the greater of (i) 5.25% above the prime rate of (ii) 8.50%. Beginning on June 1, 2023, we will make 24 equal principal payments. Refer to Note 11 in our unaudited condensed consolidated financial statements included elsewhere in this prospectus for additional details related to our LSA.

Contractual Obligations

The following table summarizes our contractual obligations as of December 31, 2020:

	Payments Due by Year				
	Total	Less Than 1 Year	1 to 3 Years	4 to 5 Years	More Than 5 Years
(In Thousands)					
Operating lease obligations	\$ 4,471	1,308	2,719	444	-
Debt obligations	25,000	-	7,292	17,708	-
Total	<u>\$29,471</u>	<u>1,308</u>	<u>10,011</u>	<u>18,152</u>	<u>-</u>

Critical Accounting Policies

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

While our significant accounting policies are described in greater detail in Note 2, "Summary of Significant Accounting Policies," to our consolidated financial statements included elsewhere in this prospectus, we believe that the following critical accounting policies are most important to the judgments and estimates used in the preparation of our consolidated financial statements.

Intangible Assets

Intangible assets consist of acquired developed technology, customer relationships, trade names and associated trademarks and noncompete agreements. Intangible assets are recognized at fair value using generally accepted valuation methods deemed appropriate for the type of intangible asset acquired, and reported net of accumulated amortization, separately from goodwill.

We estimate the fair value of acquired developed technology using the relief-from-royalty method, a form of the income approach, which estimates the cost savings that accrue to the owner of an intangible asset who would otherwise have to pay royalties or license fees on revenues earned through the use of the asset. The royalty rate used is based on an analysis of empirical, market-derived royalty rates for similar technology. The fair value of customer relationships is estimated using the multi-period excess earnings method under the income approach, which represents the total income to be generated by the asset. Under this method, the value of an intangible asset is equal to the present value of the incremental after-tax cash flows attributable solely to the intangible asset. We value noncompete agreements using the with and without method. This method compares our projected discounted cash flows in two distinct scenarios: first, we assume that the covenant not-to-compete is in-place and, second, we assume that the covenant not-to-compete is not in-place. A probability adjustment factor is then applied to the difference between the two scenarios to determine the fair value of the noncompete agreement. We value trade names and trademarks using the relief from royalty method. The relief-from-royalty method determines the present value of the economic royalty savings associated with the ownership or possession of the trade name or trademark based on an estimated royalty rate applied to the cash flows to be generated by the business. The estimated royalty rate is determined based on the assessment of a reasonable royalty rate that a third party would negotiate in an arm's-length license agreement for the use of the trade name or trademark.

The useful lives for developed technology are determined based on expectations regarding the evolution of existing technology and future investments. The useful lives for customer-related intangible assets are determined based primarily on forecasted cash flows, which include estimates for the revenues, expenses and customer attrition associated with the assets. The useful lives of definite-lived trademarks and trade names are based on our plans to phase out the trademarks and trade names in the applicable markets. The useful lives for noncompete agreements are determined based on the term of the related agreements.

Intangible assets are amortized using a method that reflects the pattern in which the economic benefits of the intangible asset are expected to be realized over their estimated useful lives ranging from one to twelve years. No significant residual value is estimated for intangible assets.

[Table of Contents](#)

The estimated fair values of these intangible assets reflect various assumptions including discount rates, revenue growth rates, operating margins, terminal values, useful lives and other prospective financial information.

The judgments made in determining the estimated fair value of intangibles as well as the estimated lives, can materially impact net income or loss in periods subsequent to the acquisition through depreciation and amortization, and in certain instances through impairment charges, if the assets become impaired in the future.

Contingent Consideration

Contingent consideration in business combinations is recognized at fair value on the acquisition date. In connection with the acquisition of Simplee, we entered into an agreement to make certain earn-out payments based on the achievement of applicable objectives as well as the achievement of certain revenue targets established for the years ended December 31, 2020 and 2021, which qualified as contingent consideration that is required to be recognized at fair value on the acquisition date. The earn-outs are payable at the one-year and two-year acquisition anniversary dates based on the prior year calendar revenue results.

The fair value of the contingent consideration was determined using an option pricing model that reflects our expectation about the probability of payment based on facts and circumstances that existed at the acquisition closing date. The option pricing model includes significant unobservable inputs such as a discount rate that equals risk-free rate plus a spread to reflect the credit risk as estimated by our cost of debt, the probability of achieving established revenue targets and the probability of retaining key customers. Subsequent to the acquisition date, at each reporting date, the contingent consideration is remeasured and changes in the fair value resulting from a change in the underlying inputs are recognized in general and administrative expense in the consolidated statements of operations and comprehensive loss until the contingent consideration is settled. Increases or decreases in any of the probabilities of success in which revenue targets are expected to be achieved would result in a higher or lower liability, respectively. Increases or decreases in the discount rate would result in a lower or higher liability, respectively. The maximum amount we would be required to pay, related to Simplee acquisition, is \$20.0 million. The fair value of the contingent consideration at December 31, 2019 and 2020 and March 31, 2021 was \$0, \$12.5 million and \$5.5 million, respectively.

Software Developed for Internal Use

We capitalize certain costs related to internal-use software during the application development stage, including third-party consulting costs and compensation expenses related to employees who devote time to the development of the projects. We record software development costs in property and equipment. Costs incurred in the preliminary stages of development activities and post implementation activities are expensed in the period incurred and they are included in technology and development expense in the consolidated statements of operations and comprehensive loss. We also capitalize costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Once the additional functionality is available for general use, capitalization ceases and the asset begins being amortized. We periodically assess whether triggering events are present to review internal-use software for impairment. Changes in our estimates related to internal-use software would increase or decrease operating expenses or amortization recorded during the period. Currently unforeseen circumstances in software development, such as a significant change in the manner in which the software is intended to be used, obsolescence or a significant reduction in revenues due to attrition, could require us to implement alternative plans with respect to a particular effort, which could result in the impairment of previously capitalized software development costs. We capitalized \$1.8 million, \$1.4 million and \$0.4 million of costs related to internal-use software during the year ended December 31, 2020 and three months ended March 31, 2021 and 2020, respectively. Software developed for internal use is amortized straight-line over its estimated useful life of five years.

Valuation of Warrants to Purchase Preferred Stock

We classify warrants to purchase shares of our convertible preferred stock as liabilities on our balance sheets as these are free standing instruments that may be required us to transfer assets upon exercise. The warrant liability associated with these warrants was recorded at fair value on the issuance date of each warrant and is subsequently marked to market each reporting period based on changes in the warrants' fair value calculated using the Black-Scholes model. Inputs used in the fair value calculation include exercise price, risk-free interest rate, expected dividend yield, remaining contractual term and expected volatility. We determine the fair value per share of the underlying preferred stock by taking into consideration the most recent sales of our convertible preferred stock, results obtained from third-party valuations and additional factors that we deem relevant. Historically, we have been a private company and lack company-specific historical and implied volatility information of our stock. Therefore, we estimate expected stock volatility based on the historical volatility of publicly traded peer companies for a term equal to the remaining contractual term of the warrants. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve for time periods approximately equal to the remaining contractual term of the warrants. We have estimated a 0% dividend yield based on the fact that we have never paid or declared dividends.

The table below quantifies the weighted average of the most significant inputs used for the warrants valuation:

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
Fair value of preferred stock	\$ 13.99	\$ 19.42	\$ 17.25	\$ 26.88
Risk-free interest rate	1.8%	0.7%	0.6%	1.4%
Expected volatility	44.0%	42.5%	45.0%	45.0%
Expected dividend yield	0%	0%	0%	0%
Remaining contractual term (in years)	5	4	4.8	3.8

Changes in fair value of the warrants are recognized on the consolidated statements of operations and comprehensive loss. We will continue to adjust the warrant liability for changes in fair value until the earlier of the expiration or exercise of the warrants, or upon their automatic conversion into warrants to purchase common stock in connection with a qualified IPO such that they qualify for equity classification and no further remeasurement is required. There were no warrants to purchase preferred stock issued during the years ended on December 31, 2019 or 2020 or for the three months ended March 31, 2021.

Revenue Recognition

We derive revenue from transactions and platform and usage-based fees.

Transaction Revenue

Our transaction revenue is derived from fees charged for payment processing services provided to educational institutions, healthcare entities and other commercial entities. Our services relate to facilitating payments from individuals, such as students and patients, and organizations to clients. Fees charged for payment processing services consists of a rate applied to the monetary value of the payment and can vary based on the payment method, currency pair conversion the transaction is settling in, as well as the geographic region in which the client and the client's customer resides. Fees received are recorded as revenue in the consolidated statements of operations and comprehensive loss upon completion of the payment processing transaction. We do not recognize the underlying amount of the transaction being settled between client and client's customer, as revenue or cost of

[Table of Contents](#)

revenue in the consolidated statements of operations and comprehensive loss, as we are not the responsible party for fulfilling the obligation between the client and client's customer. Therefore, revenue is only recognized for the fee for which we are entitled for processing the payment.

We also earn revenue from fees charged to credit card service providers for marketing arrangements in which we perform certain marketing activities to increase the awareness of the credit card provider and promote certain methods of payment. Consideration under these arrangements include fixed fees and variable fees based on a percentage of transactions processed during the duration of the marketing program.

The money can be wired directly from the client's customer to us, however, in certain situations when the client's customer lives in a country where we do not have an active bank account, we use third-party service providers to collect wired funds before remitting the funds to us. The third-party service provider invoices us on a recurring basis with a fee for each payment processed and deposited into our bank account. The fee paid to third-party service providers as well as any foreign exchange banking fees paid by us are reflected in the payment processing service costs line in the consolidated statements of operations and comprehensive loss.

Platform and Usage-Based Fee Revenue

Our platform and usage-based fee revenue is derived from fees earned for utilizing our platform to collect accounts receivables on behalf of our clients from their customers, fees collected on payment plans established by a client for obligations due by a client's customer, subscription fees and fees related to printing and mailing statements. Fees charged consist of a fixed fee and a variable fee determined based on volume of transaction processed through our platform.

Performance Obligations

We use significant judgement on determining the performance obligations in the arrangement based on considerations such as whether the client can benefit from each service on its own or together with other resources that are readily available from third parties or from us and whether each service is distinct in the context of the arrangement, whereby the transfer of the service is separately identifiable from other promises in the contract. In addition, we consider whether the arrangements contain a series of distinct services that are substantially the same and whether they have the same pattern of transfer.

Substantially all of our arrangements represent a single promise to provide continuous access to our platform to perform a series of activities such as payment processing services, cash collection optimization services, marketing, printing and mailing services, on an as-needed basis. As each day of providing these services is substantially the same and the client simultaneously receives and consumes the benefits as services are provided, these services are viewed as a single performance obligation comprised of a series of distinct daily services. We satisfy the performance obligation as these services are provided. Revenue is recognized in the month the service is complete.

For those arrangements that include fixed consideration, the fixed component is recognized ratably over the service period while variable consideration is recognized in the period earned.

We consider implementation service an activity to fulfill a contract, rather than a distinct performance obligation as the client does not obtain benefits from the implementation service alone. We charge an immaterial amount for implementation services.

Variable Consideration

Our contracts contain variable consideration as the amount we expect to receive in a contract is based on the occurrence or non-occurrence of future events, such as processing services performed as a transaction-based pricing arrangement. The variable consideration relates specifically to our effort to transfer each distinct daily service, as such we allocate the variable consideration earned to the distinct day in which those activities are performed and we recognize these fees as revenue in period earned, at which point the variable amount is known and it does not require estimation.

Other Revenue Recognition Policies

We incur costs in processing payments which may include banking, credit card processing, foreign currency translation and partner fees. These fees are direct costs incurred in providing payment processing services. The determination of whether we are a principal to a transaction (gross revenue) or an agent (net revenue) can require considerable judgment. Changes in judgments with respect to these assumptions and estimates could impact the amount of revenue recognized. Since we control the payment processing service, we are responsible for completing the payment, bear primary responsibility for the fulfillment of the payment service, and have full discretion in determining the fee charged, we act as a principal. As such, we recognize payment processing fee charged on a gross basis.

Stock-Based Compensation

We determine stock-based compensation expense associated with stock options based on the estimated grant date fair value method using the Black-Scholes option-pricing model. We recognize these compensation costs on a straight-line basis over the requisite service period of the award, which is generally the option vesting term of four years. We account for forfeitures as they occur.

The Black-Scholes option-pricing model requires the use of highly subjective assumptions which determine the fair value of stock-based awards. These assumptions include:

Expected term—The expected term represents the period that stock-based awards are expected to be outstanding. The expected term for option grants is determined using the simplified method. The simplified method deems the term to be the average of the time-to-vesting and the contractual life of the stock-based awards.

Expected volatility—Since we are privately held and do not have any trading history for our common stock and non-voting common stock, the expected volatility was estimated based on the average volatility for comparable publicly traded companies over a period equal to the expected term of the stock option grants. The comparable companies were chosen based on their similar size, stage in the lifecycle or area of specialty.

Risk-free interest rate—The risk-free interest rate is based on the U.S. Treasury zero coupon issues in effect at the time of grant for periods corresponding with the expected term of the option.

Expected dividend yield—We have never paid dividends on our common stock and non-voting common stock and have no plans to pay dividends on our common stock.

Common Stock Valuation—Given the absence of an active market for our common stock and non-voting common stock prior to our initial public offering, the fair value of the shares of common stock underlying our share-based awards was estimated on each grant date by our board of directors with input from management and contemporaneous third-party valuations. These third-party valuations were performed in accordance with the guidance outlined by the American Institute of Certified Public Accountants 2013 Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as

[Table of Contents](#)

Compensation using either an option-pricing method, or OPM, or a hybrid method, both of which used market approaches and income approaches to estimate our enterprise value. The hybrid method is a probability-weighted expected return method, or PWERM, where the equity value in one or more of the scenarios is calculated using an OPM. The PWERM is a scenario-based methodology that estimates the fair value of common stock based upon an analysis of future values for the company, assuming various outcomes. The common stock value is based on the probability-weighted present value of expected future investment returns considering each of the possible outcomes available as well as the rights of each class of stock. The future value of the common stock under each outcome is discounted back to the valuation date at an appropriate risk-adjusted discount rate and probability weighted to arrive at an indication of value for the common stock. A discount for lack of marketability of the common stock is then applied to arrive at an indication of value for the common stock. The OPM treats common stock and redeemable convertible preferred stock as call options on an equity value, with exercise prices based on the liquidation preference of our redeemable convertible preferred stock. Under this method, our common stock has value only if the funds available for distribution to stockholders exceed the value of the liquidation preference at the time of a liquidity event, such as a merger or sale, assuming we have funds available to make a liquidation preference meaningful and collectible by the stockholders. The common stock is considered to be a call option with a claim at an exercise price equal to the remaining value immediately after the redeemable convertible preferred stock is liquidated.

In addition to considering the results of third-party valuations, our board of directors exercised reasonable judgment and considered various objective and subjective factors to determine the fair value of our common stock as of the date of each grant, including:

- our actual operating results and financial performance;
- conditions in the industry and economy in general;
- the rights, preferences and privileges of our redeemable convertible preferred stock and convertible preferred stock relative to those of our common stock;
- the likelihood of achieving a liquidity event for the holders of our common stock, such as an initial public offering or a sale of our company, given prevailing market conditions;
- equity market conditions affecting comparable public companies and the market performance of comparable publicly traded companies;
- the U.S. and global capital market conditions; and
- the lack of marketability of our common stock and the results of independent third-party valuations.

In preparing for the issuance of our consolidated financial statements for the year ended December 31, 2020, we performed a retrospective fair value assessment and concluded that the fair value of our common stock underlying stock options that we granted on November 17, 2020 was \$14.42 per share for accounting purposes. We applied the fair value of our common stock from our retrospective fair value assessment to determine the fair value of these awards and calculate stock-based compensation expense for accounting purposes. This reassessed value was based, in part, upon a third-party valuation of our common stock prepared as of November 17, 2020 on a retrospective basis. The third-party valuation was prepared using the hybrid method and used market and income approaches to determine our enterprise value.

The assumptions underlying these valuations represented management's best estimate, which involved inherent uncertainties and the application of management's judgment. As a result, if we had used significantly different assumptions or estimates, the fair value of our common stock and our stock-based compensation expense could have been materially different.

Once a public trading market for our common stock has been established in connection with the completion of this offering, it will no longer be necessary for our board of directors to estimate the fair value of our common stock in connection with our accounting for granted stock options and other such awards we may grant, as the fair value of our common stock will be determined based on the quoted market price of our common stock.

Emerging Growth Company Status

The JOBS Act permits an "emerging growth company" such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to nonpublic companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, we will not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies, and our financial statements may not be comparable to other public companies that comply with new or revised accounting pronouncements as of public company effective dates. We may choose to early adopt any new or revised accounting standards whenever such early adoption is permitted for nonpublic companies.

We will cease to be an emerging growth company on the date that is the earliest of (i) the last day of the fiscal year in which we have total annual gross revenues of \$1.07 billion or more, (ii) the last day of our fiscal year following the fifth anniversary of the date of the closing of this offering, (iii) the date on which we have issued more than \$1.0 billion in nonconvertible debt during the previous three years or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile. See "Risk Factors—Risks Related to this Offering and Ownership of Our Common Stock—We are an 'emerging growth company,'" and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors."

Recent Accounting Pronouncements

We have reviewed all recently issued standards and have determined that, other than as disclosed in Note 2 to our unaudited condensed consolidated financial statements appearing elsewhere in this prospectus, such standards will not have a material impact on our consolidated financial statements or do not otherwise apply to our operations.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements.

BUSINESS

Our Mission

Our mission is to deliver the most important and complex payments. In an increasingly digital world, getting paid means Flywire.

Our Company

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

There have been substantial strides made in payments technology in the retail and e-commerce industries, however, massive sectors of our global economy—including education, healthcare, travel, and B2B payments—are still in the early stages of digital transformation. We estimate the annual addressable volume for these sectors alone to be approximately \$11.7 trillion, as more fully described in “Our Market Opportunity”. We believe Flywire is well-positioned to capture a meaningful share of this global payment volume given our ability to provide deeply-integrated digital solutions that address both domestic and cross-border payments.

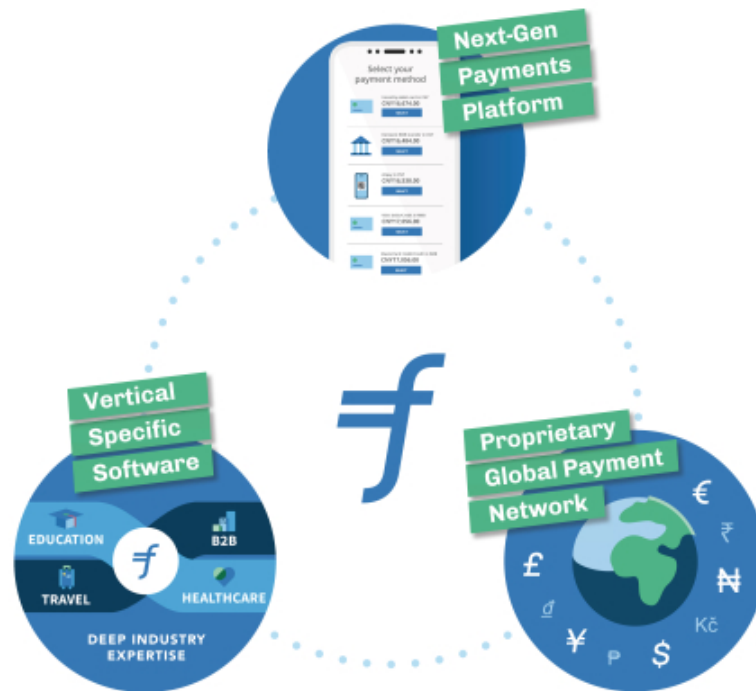
Our clients, and the types of organizations we serve in education, healthcare, travel, and B2B, require payment processes and experiences that can deliver high-stakes, high-value payments and are specifically tailored to their industry, their business, and their customers. Often, payment solutions have a “one size fits all” approach, without regard for the particular nuances and detailed operations of specific verticals. Without Flywire, organizations often invest substantial resources in building their own payment offerings or rely on disparate legacy systems, which not only fail to meet their or their customers’ needs but also divert meaningful resources away from revenue-generating work. When core payment capabilities like invoicing, diverse payment offerings and reconciliation are inefficient, organizations miss the opportunity to use payments to scale and grow their business.

Flywire was founded to solve these challenges. We aim to power the transformation of our clients’ accounts receivable functions by automating paper and check-based business processes in addition to creating interactive, digital payment experiences for their customers. As a result, clients who implement our cross-border and in-country domestic payments and software solutions can experience improved accounts receivable, higher enrollment in payment plans, and a reduction in customer support inquiries. We help our clients turn their accounts receivable functions into strategic, value-enhancing areas of their organizations.

Over the last decade, we have invested significant resources to build a global network of bank, payment and technology partners that enable us to provide end-to-end connectivity between our clients and their customers in many countries around the world. We have engineered our software-driven payments technology stack to meet enterprise-level standards and functionality while delivering simplicity, convenience and ease of use for our clients and their customers. In addition, we have developed personalized communication channels (e.g., sms, chat, email, text, or phone) to enhance our clients’ ability to engage with their customers through a digital-first user experience. The result of these investments is our *Flywire Advantage*.

Our *Flywire Advantage* is derived from three core elements: (i) our next-gen payments platform; (ii) our proprietary global payment network; and (iii) our vertical-specific software backed by our deep industry expertise.

The Flywire Advantage

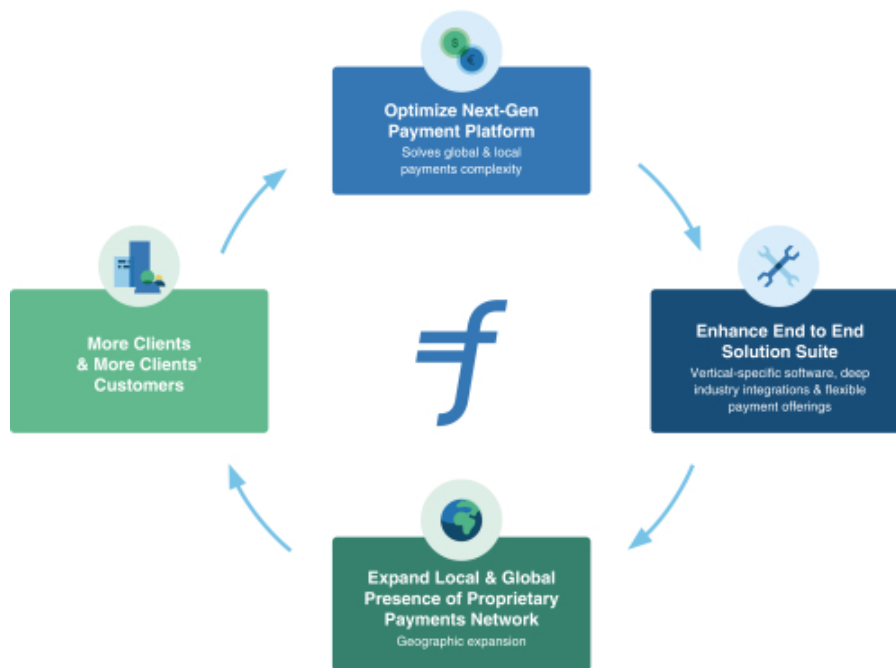


- **Next-Gen Payments Platform.** Our platform improves the legacy accounts receivable value chain by facilitating global payment flows across multiple currencies, payment types, and payment options. We do not simply collect payments and track money flows. Rather, our clients integrate our platform into their existing apps and workflows once and have access to a full suite of solutions, including tailored invoicing, settlement and reconciliation tools, single sign-on and checkout, recurring payments, and split payouts. Our platform automates and manages the process from initial invoice delivery through payment settlement and core system reconciliation. In addition, we leverage deep data and analytics to help our clients understand their customers' historic payment behavior, facilitate transaction matching to optimize costs and offer flexible domestic and international payment plans.
- **Proprietary Global Payment Network.** At the core of our business is our network of global, regional and local banking partners which we have been strategically expanding for over a decade. With a single connection to Flywire, our clients have access to a unique set of payment methods including banks, third-party payment providers, payment networks and digital wallets —making it possible to accept and settle payments in over 240 countries and territories and in over 130 currencies. Our global payment network also provides direct connections to alternative payment methods such as Alipay, Boletto, PayPal / Venmo, and Trustly. Regardless of the currency on the invoice received, our clients' customers can pay in their local currency with their preferred payment method. Additionally, our global payment network is optimized for country-specific regulatory and compliance standards which often require vertical-specific functionality and processes to serve our clients and their customers.

- **Vertical-Specific Software Backed by Deep Industry Expertise.** We go beyond payments by offering seamless integration of our software within our clients' existing operating workflows and IT infrastructure. Our team, with decades of industry and domain expertise, designed our cloud-based software to be highly scalable across the types of clients we serve, aiming to solve unique payments and accounts receivable challenges of education, healthcare, travel, and B2B. For example, we have launched over 6,000 client payment portals, each built on our shared payments platform and global payment network but tailored to our clients' brands and needs. In addition, our software solutions include interactive dashboards to manage payments, reporting tools to streamline reconciliation and customer communication tools to personalize and digitize engagement. This enables us to be a hub of omni-channel connectivity, augmenting the relationship between our clients and their customers.

These three core elements of our business fuel a powerful and accelerating flywheel. When we started Flywire, we built a robust payments platform that solved pain points for cross-border payments and delivered simplicity, transparency, and cost-effective solutions. Continued adoption of our payments platform has enabled us to enhance engagement with our clients, create more personalized connections for our clients' customers and extend our reach. Adding new clients and their customers builds our global scale and deepens our knowledge and expertise, enabling us to streamline and automate complex accounts receivable functions. As shown in the illustration below, as the number of clients using our next-gen payments platform grows, we are able to continue to enhance our end-to-end solutions, tailor our vertical-specific software and expand our global payment network to support more local payment types.

Powerful, Accelerating Flywheel



[Table of Contents](#)

The benefits of our flywheel are visible in the significant scale we have achieved to date. Today, we serve over 2,250 clients around the world. In education alone, we serve more than 1,900 institutions and 1.6 million students globally. In healthcare, we serve more than 80 healthcare systems, including four of the top 10 healthcare systems in the United States ranked by hospital size. In our newer verticals of travel and B2B payments, we have a growing portfolio of more than 200 clients.

Our business model is designed to encourage rapid, widespread utilization of our solutions. We enable our clients to scale the use of Flywire to an unlimited number of customers with favorable unit economics. In 2020, we enabled over \$7.5 billion of total payment volume across more than 130 currencies. In the quarter ended March 31, 2021, we enabled approximately \$2.9 billion in total payment volume.

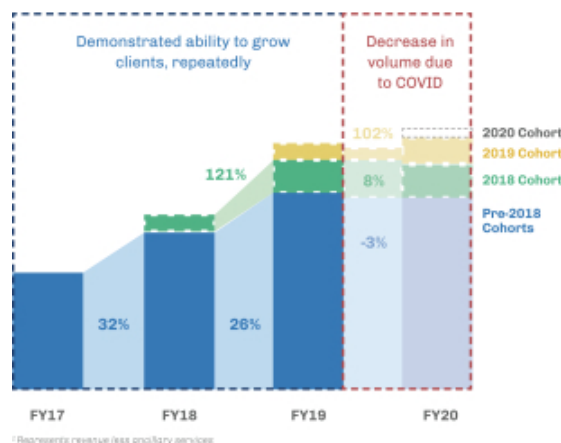
The value of our *Flywire Advantage* has been recognized, with global financial institutions and technology providers choosing to form channel partnerships with us. Our channel partners include financial institutions such as Bank of America Corporation; payment providers such as China UnionPay Co. Ltd. and Adyen N.V.; and software companies that serve as the core systems in our verticals such as Ellucian Company, L.P. in education and Cerner Corporation in healthcare. These partnerships promote organic referral and lead generation opportunities and enhance our indirect sales strategy.

We also reach clients through our direct channel. Our domain-experienced sales and relationship management teams bring vertical expertise and regional and local reach that drives high dollar-based net retention. In 2018 and 2019, our annual dollar-based net retention rate was approximately 126% and 128%, respectively. In 2020, despite the impact of the COVID-19 pandemic on our clients and the industries we serve, we had an annual dollar-based net retention rate of 100%, added over 400 new clients, and maintained strong client retention of approximately 97%. In addition, our client and customer service combines high-tech and high-touch functions backed by 24x7 multilingual customer support, resulting in high client and customer satisfaction. For the year ended December 31, 2020, we had an NPS of 64, which exceeds the average NPS of traditional financial institutions.

The chart below illustrates the year-over-year increases in aggregate revenue less ancillary services from our clients by cohorts that consist of (1) all clients as of December 31, 2017, which we refer to as the pre-2018 cohort, and (2) new clients that we added during the particular year ended December 31 for each year thereafter, which comprise the cohort for that particular year. We believe that this analysis illustrates that our services can continue to provide value to our clients on an ongoing basis and also demonstrates our ability to grow our business with clients over time. A client is included in a particular cohort based on the year in which a client first receives a payment from their customer using our services. We expect cohort revenue less ancillary services will fluctuate from one period to another depending on, among other factors, our ability to increase revenue less ancillary services from our clients within a given cohort and other changes to products and services we offer to such clients. While we believe these cohorts are a fair representation of our overall client base, there is no assurance that they will be representative of any future group of clients or periods.

Our Existing Clients Drive Revenue Growth¹

Client Cohort Growth



We have grown rapidly since our founding. We generated revenue of \$94.9 million and of \$131.8 million for the years ended December 31, 2019 and 2020, respectively, and incurred net losses of \$20.1 million and \$11.1 million, respectively for those same years. In February 2020, we acquired Simplee, a provider of healthcare payment and collections software. Pro forma revenue and pro forma net loss for the year ended December 31, 2020, as if our acquisition of Simplee had occurred on January 1, 2020, was \$136.3 million and \$14.8 million, respectively.

Benefits of the Flywire Advantage to Our Clients and Their Customers

Flywire sits in between our clients, which include educational institutions, hospitals, travel providers, businesses, and their customers: students, patients, travelers, and businesses. We believe this two-sided relationship makes us strategically important for our clients—who rely on us for their complex accounts receivable needs, and for our clients’ customers—who rely on us to deliver their most important payments.

Benefits of the Flywire Advantage to Our Clients

We continuously apply our knowledge and domain expertise in education, healthcare, travel, and B2B payments to expand upon our solutions and meet the specific needs of our clients, while freeing them from cumbersome and legacy financial processes. For our clients, key benefits of our solutions include:

- **Modern customer-focused payment experience.** We enable a convenient and secure online payment experience which can be configured by country, currency, client, and vertical. Our personalization engine leverages our data and applies artificial intelligence and machine learning to match the payment preferences of our clients’ customers with the right payment options. By streamlining a previously cumbersome and highly-manual process, our clients have the ability to extend transparency to their customers and proactively engage them through their preferred communication methods.
- **Simplify payments complexity.** We address complexity in payments by providing our clients with a “one-stop shop” offering, substantially reducing the need to work with and manage

multiple disparate vendors and systems. Our clients can experience a seamless workflow from start to finish with end-to-end visibility, from invoice to payment to receipt and reconciliation. This helps accelerate funds flow while streamlining operational expenses.

- **Processing cost savings and enhanced payments yield.** We leverage our significant global volume and in-house currency hedging algorithms to mitigate our clients' risk from currency fluctuation and reduce incremental payment fees, which we believe results in significant cost savings to our clients' bottom line. Additionally, to optimize affordability for our clients' customers, we design personalized payment plan offers. By providing a better customer experience, our clients can eliminate time-consuming customer calls and make their operations more efficient. We believe this results in our clients getting paid more quickly and consistently.
- **Ease of integration.** Built on open architecture, Flywire integrates with existing systems and technology, allowing clients to consolidate transactions and accounts, automate payment plans and cash management, and optimize processing through aligned billing-related tools. This ease of integration enables our clients to serve their customers better and faster, increasing satisfaction while reducing costs.
- **Trusted expertise and a trusted brand.** Our clients and their customers view Flywire as a trusted technology partner. With deep roots in each industry we serve, our thought leadership, guidance, and innovation in our solutions, have built confidence and advocacy in Flywire throughout our clients and their customers around the world. We believe we bring a new level of transparency, efficiency, and value to industries that are traditionally characterized by complex operations and held back by services of legacy providers. Additionally, we believe the strength of our information security and compliance that underpins our solutions is a core differentiator that drives client trust.

Benefits of the Flywire Advantage to Our Clients' Customers

Our digital-first customer experience is designed to make the process of paying invoices simple. For our clients' customers, key benefits of our solutions include:

- **Superior and simple payment experiences.** Our customer value proposition is simple: we provide a fast and nearly frictionless experience for our clients' customers' most important payments. Providing an integrated experience that leverages single sign-on, our clients' customers can very quickly view real-time account balance updates, receive personalized communication and complete their payments – all as part of a streamlined digital self-service experience. These features can lead to an increase in self-service digital payments and optimized conversion of completed payments.
- **Customer preference.** Using Flywire, our clients' customers can choose their preferred payment method, currency, and communication channel, such as sms, chat, email, text, or phone. We make it possible to accept and settle payments in over 240 countries and territories and in more than 130 currencies, so our clients' customers can choose the way they pay using local payment methods that they are most comfortable using.
- **Flexible on-demand payment options.** We believe we provide favorable and transparent payment plans that can lead to increased engagement and enrollment by our clients' customers. As a result, our clients' customers can spread expenses across smaller, easier-to-manage payments. Our payments platform also enables our clients to offer their customers the choice to either front-load payment plans or provide extension options beyond service delivery.
- **Customer confidence.** Navigating the world of complex cross-border payments can be overwhelming for our clients' customers. With our superior customer experience including

around the clock multilingual support, we believe that we give customers the confidence that their payments are delivered securely, accurately, and on time.

How Our Flywire Advantage Works

Our clients' needs extend beyond simple payment processing. Enabling our clients to use enhanced payment functionality to drive business value as well as streamlining and automating their domestic and cross-border payment operations, requires a specialized approach that combines a secure, reliable, and robust suite of payments and software solutions with a seamless customer experience.

To achieve this, we leverage our *Flywire Advantage* and its three core elements: (i) our next-gen payments platform; (ii) our proprietary global payment network; and (iii) our vertical-specific software backed by our deep industry expertise.

Next-Gen Payments Platform

Our next-gen payments platform is designed for payment processes and experiences that can deliver high-stakes, high-value payments. Through a single connection to our platform, we support the entire lifecycle of a domestic or cross-border transaction across online, mobile or in-person channels. This eliminates the need to work with multiple vendors and payment providers.

In 2020, we enabled over \$7.5 billion in payment volume across multiple payment types, including local bank transfer, credit, debit and other alternative payment methods such as Alipay, Boleto, PayPal / Venmo, and Trustly. In the quarter ended March 31, 2021, we enabled approximately \$2.9 billion in total payment volume. The majority of our payment volume is not card related and is completed over our global payment network. This reflects the myriad of payment options enabled by our global payment network that are critical for the larger, more complex payments that we handle.

We designed our next-gen payments platform to be:

- **Integrated.** Fully unified and seamlessly connected to a broad range of core operating systems, facilitating easy data capture and compatibility across a broad range of solutions;
- **Flexible.** Supports complex workflows and payment experiences for both in-country domestic and cross-border payments; and
- **Secure.** Leverages Payment Card Industry-validated Point-to-Point Encryption tokenization and other best-in-class and regulatory-compliant security measures.

By utilizing predictive analytics, machine learning, and artificial intelligence, we handle the complexities of money movement across borders while providing fast, compliant, and transparent receipt of payments. Our artificial intelligence (AI) and machine learning (ML) enabled fraud detection risk engine has trained against millions of ACH, check, card, and wire transactions. As a result, the enhanced power of our risk engine enables us to mitigate fraud.

Our comprehensive payments offering enables our clients to provide their customers a choice of cost-effective payment methods, currencies, and terms while enjoying a seamless digital experience. Our offering, supported by Flywire's security, risk, and compliance monitoring tools, includes:

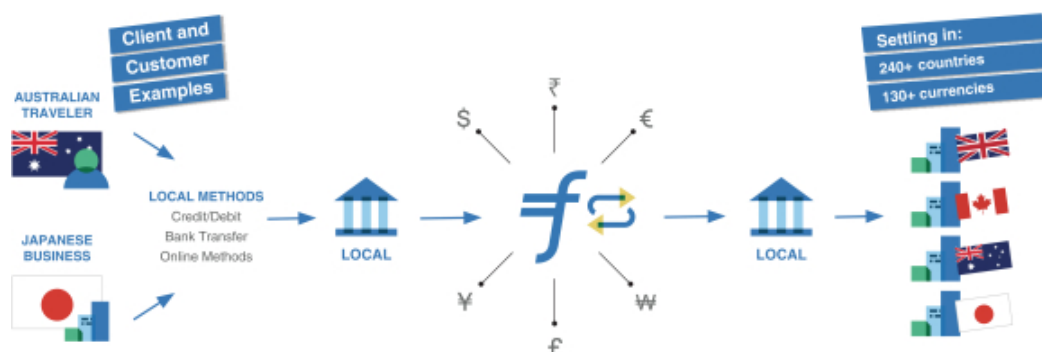
- enhanced invoicing, settlement and reconciliation tools that simplify billing and customer payments and better manage cash flow and revenue;
- end-to-end processing, from authorization to clearing to settlement and reconciliation;

[Table of Contents](#)

- turnkey solution for enhanced and secure single sign-on and checkout;
- recurring, split and flexible payment options, including robust payment plan logic that can be tailored in our vertical-specific implementations; and
- unified reporting and analytics tools through direct integrations to client back-end infrastructure.

Below is a sample funds flow for a traveler from Australia taking a ski vacation in Japan paying in their local currency and with their preferred method of payment, such as a bank transfer of Australian Dollars to Japanese Yen, without incurring hidden fees, and with exchange rate protection. The illustration shows how our next-gen payments platform can be configured and activated at the client level, and deliver a seamless experience from any country of payment or receipt.

Next-Gen Payments Platform



In addition to international expansion, we are accelerating the growth of our in-country domestic accounts receivable business, both by selling new solutions to existing clients and gaining new clients. Many of our clients who successfully use our payments platform to process cross-border payments require a similar solution for in-country domestic payments, which have similar challenges: they are reliant on home-grown or legacy solutions with limited or inflexible capabilities and often require time consuming manual updates. With our payments platform, clients are able to streamline payment processes and offer their customers flexible payment options, without the expense of building their own systems—for both in-country domestic and cross-border transactions.

Proprietary Global Payment Network

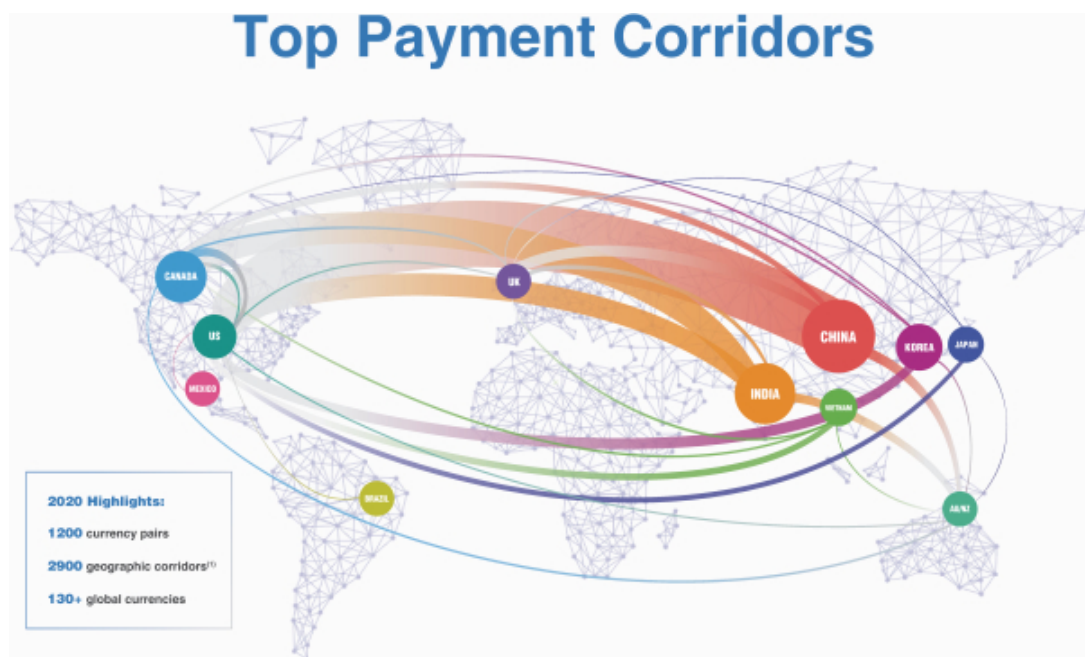
Our proprietary global payment network is comprised of global, regional and local banks and technology and payment partners around the world. We believe the extensive global reach and breadth of our network, serving more than 240 countries and territories, provides a strong competitive advantage. Additionally, we have local market knowledge and expertise to enable funds flow in some of the hardest to reach markets. We have also assembled redundant payment rails, wherever possible.

With Flywire's network, our clients can take advantage of our “local-in / local-out strategy”—providing access to pay-in options, such as local bank transfers, card-based payments, and alternative payment methods, while enabling pay-out capabilities in our clients’ preferred local payment methods.

We believe our receive-side network sets us apart. Flywire clients, no matter the vertical or market they are in, can receive a single daily payment in their preferred currency that aggregates and

[Table of Contents](#)

reconciles all their customer payments made via Flywire from around the globe—across approximately 2,900 geographic corridors representing transaction flows between payers and payees. The illustration below shows our top payment corridors, with a scale of connections denoting the relative payment volume originating from the applicable country.



(1) The chart above represents relative payment volume based on the country from which our client's customer's payment originates. We recognize revenue based on the geographic location of our client. As a result, payment volume by originating geography does not correlate with revenue recognized by client geography.

Once our clients are connected to our global payment network, they can leverage an extended range of services and capabilities, including:

- **Transaction routing optimized for cost, risk and compliance management.** We leverage the “plug and play” configuration of our global payment network and our proprietary payment-routing engine to analyze costs, currency exchange rates and payment acceptance data. Based on our analytics, we can configure optimal transaction routing that increases authorization rates in a secure and compliant manner, while reducing our processing costs and the costs to our clients' customers.
- **Local clearing capabilities.** Our clients' customers have the ability to authorize and clear transactions in over 240 countries and territories through our connectivity to banks and major payment networks. Payments are made through direct connections to global, regional and local banks or through relationships with our payments partners including Citigroup Inc. These connections and relationships help us create local clearing hubs which enable our clients and their customers to have a local payments experience.
- **Ecosystem of alternative payment methods.** We offer a myriad of alternative payment methods, such as Alipay, Boleto, PayPal / Venmo, and Trustly, to allow customers to choose how they pay. We believe this helps promote greater adoption of our payments platform, higher levels of engagement and satisfaction, and increased value across our ecosystem.

- **Global pay-out.** We enable our clients to automate disbursements and seamlessly settle in over 130 currencies via pay-out options including local currency bank deposits. We believe we are able to settle pay-out more quickly given our end-to-end control and visibility of the transaction process.
- **Tailored and scalable regulatory and compliance infrastructure.** This foundational element underpins our global payment network. We have fraud and transaction monitoring tools designed to accommodate multiple industry verticals. We combine this with the application of know-your customer, or KYC, and anti-money laundering, or AML, standards that are tailored to meet the applicable requirements of the jurisdictions where our clients operate. In addition, we leverage our in-depth knowledge of the markets in which we operate to execute tactically while complying with local licensing and regulatory requirements.

Vertical-Specific Software Backed by Deep Industry Expertise

We tailor our software to meet the needs of each vertical market we serve. We do so by leveraging our industry expertise and knowledge to develop a comprehensive view of our clients' complex business challenges. We learn to "speak our clients' language" and tailor their invoicing processes and payment options to their specific situations.

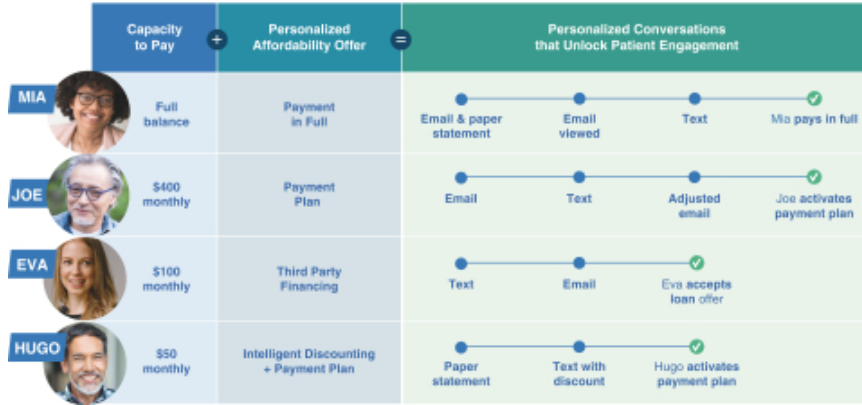
We offer deep integration within our clients' existing apps and workflows for seamless payment acceptance and reconciliation. Our integrations, supported by our APIs, include some of the largest and most recognized accounting and ERP systems, such as Ellucian Company, L.P. in education, Epic Systems Corporation in healthcare, Rezdy Pty Ltd in travel, and Oracle Corporation in B2B payments. Through these integrations, our clients are able to reduce the number of banks and technology and payment providers on which they rely, while achieving faster settlements and lower wire and transaction fees.

Specific features of our vertical-specific software include:

- **Vertical-specific digital workflows.** We help our clients automate the accounts receivable process from creation of an invoice, to delivery to the customer, to receipt of funds and synchronization back to their ERP system. In these workflows, we provide enhanced capabilities that improve customer satisfaction and may increase the collectability of amounts owed (e.g., offering patients of a health system the option to create a payment plan if they are unwilling or unable to pay their full amount due in a single payment). We provide timely status updates of financial inflows and outflows by indicating when invoices are delivered, opened, and paid. Our robust reporting tools provide our clients with a real time overview of their business' payments profile.
- **Integration and synchronization to core and industry specific systems.** Our software is designed to automate accounts receivable reconciliation by synchronizing customer transactions with our client's accounting and ERP systems. Our synchronization capabilities substantially reduce double data-entry and increase efficiency.
- **Real-time access.** By leveraging our data, our clients can access real-time invoice and payment status updates, facilitate seamless communication with customers and easily track payments from their customers.
- **Predictive analytics.** We have robust predictive analytics capabilities to assess payment transactions across our client base and to intelligently determine the appropriate pricing or payment plans. For example, in healthcare, we have built a personalization engine that enables hospitals and healthcare systems to better predict a patient's capacity to pay and tailor the payment options they are offered, all in accordance with the hospital's business rules.

Below is an illustration of how a large hospital client utilizes our software to personalize patient engagement with payment options and billing conversations. We solve capacity to pay for our clients' customers (with payment plans or other intelligent promotional financing) and we engage with them through their preferred communication methods (e.g. sms, chat, email, text, or phone). In turn, our clients are able to maximize yield on their accounts receivable potential, resulting in higher net payments, lower call volume, lower debt outstanding and most importantly, lower costs and happier patients.

Personalization Journey for our Clients' Customers





When I met with Flywire, I knew it was exactly what we needed. It was the easiest implementation of anything we've done on campus, straight-forward for our students, and has made me way more efficient at my job. Flywire was the perfect solution at the perfect time and makes it so easy for students to pay. Thanks to Flywire, we are not only helping our international students, but it has been our pre-collections go-to to help our students get back on track to set up payment plans to pay their tuition over time, and on their terms. Flywire pays for itself and I always recommend them to other bursars.

SUSAN FORMAN, BURSAR



4X↑ increase in payment plans with Flywire¹

¹ Within one year of implementing Flywire



Prior to using Flywire, we were doing things manually when it came to engaging patients on their balances. We were primarily sending paper statements to people and having them call us back on the phone to pay. With Flywire, we can consolidate bills and payment arrangements in one place, so we present one simple, single bill to patients. Now, we can meet patients where they are, show them what they owe up front, and give them an easy way to pay. Flywire also makes our jobs a lot easier because it eradicates all the complexity of managing multiple A/R systems.

TIM REINER, SVP REVENUE MANAGEMENT



Advent
Health



70% ↑ increase in self service collections with Flywire¹

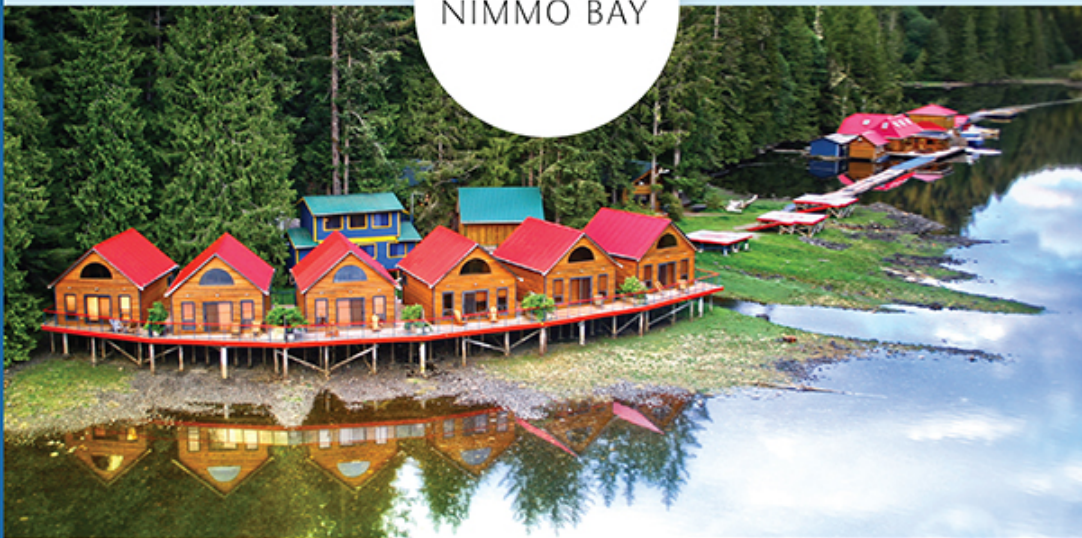
¹ Over a three year time period after implementing Flywire



Life before Flywire was disorganized. Our guests were often doing complicated bank wire transfers, or calling us with credit card information. There was a lot of room for error, and it was complicated. What initially drew us to Flywire was how easy it was for our guests to make payments in their home currency and method of choice; since using it, we've discovered that Flywire has also completely transformed our business. Thanks to Flywire, we probably save about 25% of our time per week not having to worry about payments. We can focus instead on customer care and on providing the best possible experiences.

JENNY JEWczyk, RESERVATION & SALES MANAGER

NIMMO BAY



25% ↑ increase in **time saved**
per week with Flywire¹

¹ Within one year of implementing Flywire



I highly recommend Flywire! Flywire as a platform is transparent and incredibly user friendly. Also, the Flywire team is very supportive and responsive. Most importantly, we're saving money and improving our customer experience.

MOSHE GRIMBERG, CFO



50% lower fees on credit card transactions with Flywire¹

¹ Within one year of implementing Flywire

Our Industry

We believe Flywire plays a critical role in helping digitize transactions in traditionally underserved markets, facilitating in-country domestic and cross-border invoicing and payments, automating reconciliation, and providing a seamless experience for our clients' customers. Our ability to deliver the most important and complex payments both domestically and internationally has become increasingly valued by our clients due to the following trends:

Globalization—and the rise of a “borderless” economy—requires global, cross-border and local payment and regulatory expertise

As the world becomes more connected, it is both easier and harder to do business. Consumers want to make payments across borders with ease and want to have a personalized experience in their language and in their local currency. Businesses are attempting to satisfy this demand, but we believe they often struggle to deliver truly global capabilities. Providing a solution that meets the needs of our global client base extends beyond simple payment processing. Enabling, streamlining, and automating our clients' in-country domestic and cross-border payment operations requires a specialized approach that combines a secure, reliable, and robust suite of payments and software solutions with a seamless customer experience. We believe we can deliver extensive global reach and bring local market knowledge and expertise to keep up with the rapidly changing payments landscape.

Globalization has also increased the complexity of the regulatory landscape that our clients need to navigate. Consumers and businesses are required to understand and adhere to extensive and often incongruous sets of laws and regulations in both local and cross-border regimes. For example, many countries with significant cross-border flows require distinct paperwork to be collected, validated and recorded as part of currency export compliance for high-value payments. Furthermore, we believe that clients often lack the policies, procedures and systems in order to implement and monitor strict compliance. We believe that the result is often costly and manual review processes, which can also increase the client's risk of penalties and fines. We endeavor to actively manage the global complexities of regulation for our clients' payments while implementing innovative solutions intended to make the entire process more efficient and user-friendly.

The shift to software-integrated digital payments is accelerating

As business and consumer transaction expectations shift with digitization, providers of modern payments platforms with industry-specific software have begun to displace legacy systems. Businesses and consumers have come to expect that all payment flows, especially for high-value services, are settled with the same ease as typical e-commerce purchases. Additionally, we believe the COVID-19 pandemic will serve as a catalyst in accelerating digital transaction volumes as customer preferences continue to shift to contactless, online and mobile. We expect these trends will impact all industries and force many businesses to accept new digital payment methods. We believe fully integrated payments and software solutions, including those provided by us, enable businesses to offer seamless payment experiences, minimize friction at the point-of-sale and respond to evolving customer preferences.

Legacy payment and accounts receivable management infrastructure has significant limitations and is ripe for innovation

Even in some of the largest industries in the world, such as education, healthcare, and travel, legacy payment and accounts receivable infrastructure has not evolved to streamline complexities nor

enhance efficiency as demanded by organizations or their customers. This legacy infrastructure has the following limitations:

- **Paper-based.** The accounts receivable process, from creation of an invoice to delivery to the customer, is most often still dependent on paper. This paper-based workflow not only results in payment flows that are slow, error-prone, and less secure, but is also costly for businesses. Organizations that process substantially all of their accounts receivable by automated or electronic means report half the accounts receivable processing costs of those that do not, according to survey data from the American Productivity and Quality Center (APQC). We digitize and automate the accounts receivable process from start to finish, allowing clients to rely on our solutions and save on their accounts receivable transaction and processing costs.
- **Manual.** Legacy workflows require manual input of employees at every stage of the accounts receivable process: from opening an envelope, logging the receipt, getting approvals, cashing the check, to proper accounting and compliance. This repetitive employee engagement significantly slows down payment flows, increases likelihood of error, and is more expensive for businesses. Organizations that automatically generate the vast majority of their invoices reported processing almost twice as many invoices per invoicing full-time equivalent (FTE) compared to those that do not, according to survey data from the APQC. Our clients can easily leverage our solutions for traditional back-office tasks, with less manual labor involved from start to finish.
- **Disparate.** Many businesses deal with multiple accounting and reconciliation systems to process a single transaction flow. According to APQC survey data, inefficient processing of receivables requires almost 2.5 times as many FTE resources compared to top-performing organizations for the same dollar volume. Instead of relying on stacks of disparate technology systems that were not built to work together in the context of a seamless experience, our clients can use our solutions to automatically synchronize customer transactions while leveraging their existing IT infrastructure.
- **Lacking functionality and capabilities that drive value.** A large number of businesses attempt to use their current accounting or ERP systems for accounts receivable management. These systems often lack functional and analytical capabilities to calibrate and present optimal payment options that could improve customer experience and maximize client yield on their accounts receivable. In contrast, our predictive analytics capabilities provide valuable insights to help drive business decisions and allow our clients to tailor their offerings. For example, our clients can see when a payment plan may be helpful to one of their customers, allowing them or their customers to initiate a payment plan. This insight and functionality can ultimately increase the speed and frequency of collection and improve customer satisfaction.

Accelerating digitization of B2B payments

We believe the B2B payments market remains one of the largest untapped opportunities in the payments industry. In 2020, only 51% of invoices were electronic according to Ardent Partners, and more than one-third of B2B / government to business payments were made by cash or check according to Mastercard. Few payments and software companies have end-to-end integrated payments solutions including accounts receivable software, omni-channel offerings, cross-border capabilities and other value-added services. Most often, providers only offer one or two of these capabilities and require clients to employ other piecemeal point solutions. The unique combination of our next-gen payments platform, proprietary global payment network, and vertical-specific software enables us to design and deliver a comprehensive suite of solutions that help our business clients get paid by their customers.

Our Market Opportunity

We believe the trend of digitizing payments is inevitable across all industries. When businesses and consumers make payments, they expect a quick and easy process. On the receiving end, businesses expect to accept payments from different sources and countries, and reconcile them from within one system, but without added complexity or additional costs.

Many industries still lack the digital payments infrastructure that is necessary to meet customer demand and solve operational inefficiencies. For example, the majority of healthcare payments are still made by check. Likewise, in education, budget shortfalls and jobs impacted by the COVID-19 pandemic, along with rising tuition costs, have added financial strain and created collections problems.

These inefficiencies are costly. According to a study by Deloitte, middle-market businesses incur \$3.3 trillion in operational costs when reconciling invoices as a result of inadequate legacy solutions, such as disparate file formats and lack of back-office support for automated remittances.

Despite these shortfalls, the demand for domestic and cross-border money movement continues to accelerate and global payments present one of the largest market opportunities. For the primary industries we currently serve, we estimate the current addressable market for our solutions to be approximately \$1.7 trillion in global payment volume, including education (\$660 billion)⁽¹⁾, healthcare (\$500 billion)⁽²⁾ and travel (approximately \$530 billion).⁽³⁾

Additionally, our B2B payments offering expands the addressable market for our solutions, which we estimate to be over \$10 trillion in addressable B2B payment volume⁽⁴⁾. Given Flywire's existing penetration of key verticals, ability to integrate with a broad range of core systems and continued investments in our next-gen payments platform, proprietary global payment network, and vertical-specific software, we believe we have the opportunity to capture a meaningful share of this payment volume.

Our Growth Strategy

We believe we have a significant opportunity to build on our success and momentum to date. The key elements of our growth strategy include:

Expand Our Client Reach

- **Grow with existing clients.** We intend to continue to become a more integral part of our clients' businesses as the number of our clients' customers who utilize our solutions increases. Our track record of organic growth with our clients is demonstrated by our net dollar-based retention rate, which was approximately 126% and 128% in 2018 and 2019, respectively and 100% in 2020, despite the impact of the COVID-19 pandemic on our clients and the industries we serve. As our clients transform and digitize their operational workflows, we plan to encourage them to add additional solutions, such as tailored invoicing, payment plans, and eStore marketplace.
- **Continue to win new clients.** We plan to expand our sales and marketing efforts to increase brand awareness and highlight the value of our solutions. We believe this will attract new clients to Flywire and as we add more clients, we can accelerate the effects of our flywheel.

⁽¹⁾ Based on net household payments to educational institutions in OECD countries in 2020 according to the Organisation for Economic Co-operation and Development and payments made to private education institutions in Southeast Asia in 2015 according to EY Parthenon.

⁽²⁾ Based on U.S. out of pocket healthcare spending in 2019 according to the Centers for Medicare & Medicaid Services and cross-border healthcare payments in 2020 according to Patients Without Borders.

⁽³⁾ Based on global travel industry revenue in 2020 according to IBISWorld and management's estimates that approximately 41% of the non-business and professional travel payment volume is addressable by our solutions.

⁽⁴⁾ Based on cross-border B2B inflows revenue in 2020 according to Juniper and management's estimates that at least 75% of total B2B payment volume is made by medium to large businesses and is potentially addressable by our solutions.

- **Increase payments platform monetization.** We have the opportunity to offer additional complementary payment services to our clients' customers in support of our clients' business goals. We intend to leverage our *Flywire Advantage* by expanding the number of use cases we can address such as handling payables in education, business invoices in hospitals, and commissions in travel.
- **Expand our solution portfolio.** We expect to continue investing in our solution portfolio by expanding the breadth and depth of our payments and software capabilities. For example, over the last year, we introduced various new solutions to help our clients better meet the needs of their customers including pre-service capabilities in healthcare and international payment plans in education.

Expand Our Ecosystem Through Channel Partnerships

While the majority of our clients to date have been acquired by our direct sales team, we expect that continued engagement with channel partners, including financial institutions and providers of enterprise software solutions in our key verticals, will enhance our client acquisition efforts and drive continued growth. We also believe our channel partners, which include consultants specialized in our industry verticals, will help amplify the reach and visibility of our solutions to clients worldwide.

Expand to New Verticals and Geographies

We leverage our *Flywire Advantage* to scale into new verticals and geographic markets. We have a strong track record of expanding efficiently into new verticals and geographic markets, as we have shown in healthcare, travel, and B2B payments and in the expanded reach of our global payment network. We see a large and significantly underserved opportunity for clients domestically and internationally to benefit from our payments platform, global payment network and vertical-specific software. Additionally, there are other industries, including real estate and government taxes, that we believe are poorly digitized and could benefit from our solutions.

Pursue Strategic and Value-Enhancing Acquisitions

We intend to continue to complement and accelerate our organic growth strategies through acquisitions. We have a successful record of identifying, executing, and integrating acquisitions, and we intend to continue to pursue acquisitions through a highly disciplined approach. We also have the scale to be an attractive and reputable consolidator in the payments markets as evidenced by our ability to retain nearly all of the clients and employees from our UniPay, OnPlan, and Simplee acquisitions. We believe our approach and breadth of experience in integrating culturally-aligned businesses position us to maximize the value we derive from future acquisitions.

Our Flywire Culture and Team

As an organization, our culture is founded on our shared experiences, unique and diverse backgrounds, and belief in our mission to deliver on the most important and complex payments. As a collective team of over 500 FlyMates, we strive for excellence as one team, guided by our core values, including:

- **Global collaboration.** We believe in teamwork.
- **Authenticity.** We never compromise on integrity, honesty, and kindness.
- **Fulfillment.** We strive for personal and professional satisfaction.
- **Execution.** We accomplish our goals through collective support and accountability.

[Table of Contents](#)

- **Ambitious innovation.** We continuously look to deliver more and new value to all our constituents.
- **Evolved learning.** We believe in new challenges and constant growth.

Our leadership team defines our culture and strategy and collectively has decades of experience leading companies through rapid growth at scale. Representing approximately 40 nationalities and spoken languages, our diverse team of FlyMates deliver critical domain expertise and regionally tailored skill sets to our clients 24x7. We believe our team's relentless client focus and adherence to our shared values are evident in our NPS of 64, and will continue to define our future success.

Our Business Model

We derive revenue from transactions and platform and usage-based fees. Each new student tuition bill, patient visit, travel journey and business invoice, is an opportunity for us to generate fees.

Our revenue is highly re-occurring in nature due to the mission-critical nature of our solutions that are deeply integrated within our clients' existing operating workflows and IT infrastructure. We believe the depth and breadth of our solutions help our clients get paid faster and with less friction. This enables us to develop long-standing relationships with our clients, which in turn also drive strong retention and significant cross-selling opportunities.

An Illustration of Our Solution

We simplify domestic and cross-border payment transactions for our clients by eliminating the need to work with disparate vendors for invoicing, global pay-in and pay-out, compliance and risk management and more. Through a single connection to Flywire, we enable our clients to securely accept and reconcile payments and engage with their customers. The illustrations below depict how Flywire manages both international and domestic payments for a representative education client.

International Payment Example: In the first example below, a Chinese student paying their tuition to a Canadian university experiences a seamless process from start to finish—choosing their preferred payment method and currency. For our client, the accounts receivable process is automated and streamlined from invoice to receipt and to reconciliation and real-time ERP updates. For our cross-border payments, we have short term foreign exchange exposure, typically between one and four days; we leverage our in-house currency hedging algorithms, and enter into non-deliverable forward foreign currency contracts, to mitigate the volatility related to fluctuations in the foreign exchange rates. For additional discussion about our foreign exchange exposure, please see "Management's Discussion and Analysis of Financial Condition and Results of Operations - Quantitative and Qualitative Disclosures About Market Risk".

International Payment Flow

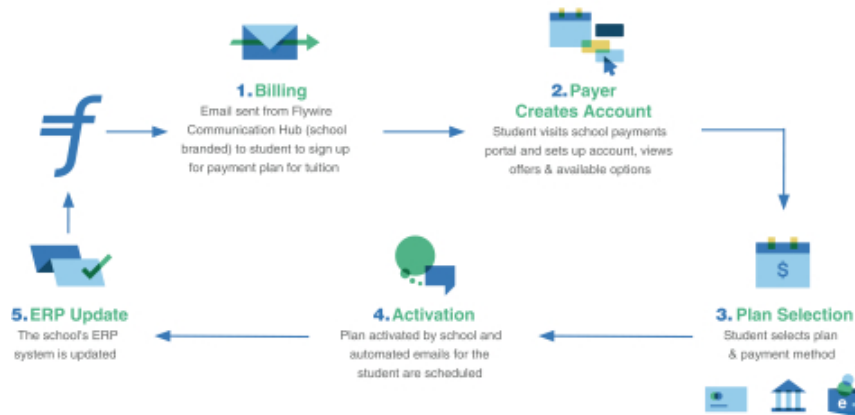
Education Cross Border Payment



Domestic Payment Example: The example below illustrates the process of offering payment plans to domestic students, which can be set up by either the school or the student.

Domestic Payment Flow

Education Domestic Payment Plan



From the same payments platform, we manage the entire payment process for our clients with the only difference being the type of payment offering selected to meet the needs of their customers, whether that be international or domestic.

Our Go-To-Market Strategy

Our direct sales channel is core to our go-to-market strategy. We believe that regional, vertical, and broader domain expertise, as well as continued client management, are critical to our sales success. Our regional sales teams are located in the United States, Canada, Latin America, Europe, and the Asia Pacific region including Singapore, Japan, and Australia. Our relationship management team augments direct sales capabilities by cultivating existing relationships and identifying cross-sell and up-sell opportunities of additional solutions, contributing to our strong dollar-based net retention rate. We believe that our ability to understand the nuanced pain points of education, healthcare, and travel accounts receivable is a strategic advantage enabling us to gain clients in those verticals, while our broader domain expertise in payments, treasury, and banking is critical to executing on our broader B2B payments expansion.

We focus our sales and marketing efforts on generating leads to develop our sales pipeline, building brand and vertical awareness, scaling our network of partners, and growing our business from our existing client base. Our sales leads primarily come through inbound digital channels including our website, content marketing efforts, lead generation and account-based marketing tactics, virtual events, and industry trade shows and associations.

We typically follow a “land-and-expand” strategy as our clients engage with us on more than one solution as we grow our partnership. For example, in education we have a high success rate expanding beyond solving cross-border payments needs, with clients also adopting our domestic solutions or full-suite enterprise solution. Once our clients experience the depth of our ability to handle their multi-faceted accounts receivable and payments needs, our relationship managers are able to successfully cross-sell and up-sell other solutions, creating a large avenue of revenue generation with minimal incremental acquisition cost.

We also reach clients indirectly through our channel partnerships, integrations with workflow software, and other technology providers. Our channel partners include financial institutions, such as Bank of America Corporation, as well as a number of referral partners such as Tribal Group and Cerner Corporation. Additionally, Flywire has integrations with leading accounting and ERP systems, such as Oracle Corporation, Ellucian Company, L.P., Epic Systems Corporation and Rezdy Pty Ltd.

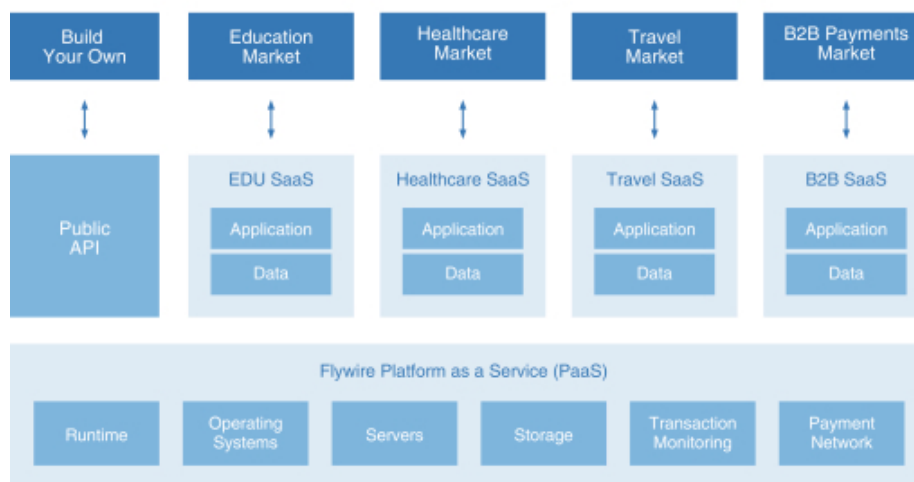
Our Technology and Architecture

Our unified technology is at the core of our *Flywire Advantage*. The scale and complexity of the product implementation challenges that we address for our clients and their customers cannot easily be addressed through today’s legacy systems and outdated infrastructure. Instead, it requires our combination of a modern technology stack, cloud-native infrastructure, and investment in product and engineering management talent.

Our engineering approach includes a DevOps culture, microservice architecture, continuous delivery, and the use of containers to enable shorter development lifecycles. We also operate independently-deployable services that are critical to supporting verticals and reliability across operating environments. Our product and engineering leadership team has a long history of payments and payments technology experience, with domain expertise across our verticals.

Our technology stack is comprised of the following:

Flywire's Technology Platform



Payments-as-a-Service

Our next-gen payments platform includes the infrastructure required to support more than just simple money flows:

- **Payment services.** Our technology to capture the payment from our clients' customers.
- **Enabling services.** Our proprietary pricing engine, foreign currency exchange hedging infrastructure, and ML technology to manage fraud and anti-money laundering risk.
- **Transaction processing services.** Our routing capabilities enabled by our automated technology to deliver on-time payments to the appropriate destination.

Software-as-a-Service

Our vertical-specific software leverages our payments platform to provide industry specific solutions and deliver “last mile” connectivity to our clients' operating systems and their customers. Our applications address complex billing and domestic and cross-border payment processes, while delivering a near seamless payment experience. Additionally, our personalization engine, delivered as a software solution and leverages our AI and ML and deep analytics systems.

Public API

We recently launched a direct public API that sits on top of our payments platform. For organizations of all sizes, from smaller businesses to larger enterprises who want to control the customer experience, we can expose our API for easy integration, significantly reducing the time to realize advantages from the use of our solution. This public API capability significantly enhances our ability to scale and to execute on our growth strategies.

Our technology is designed for speed, resilience and reliability. We believe we demonstrated our ability to scale when we entered the broader B2B market and were able to leverage engineering solutions and APIs in our other verticals, including a native module integrated into NetSuite. Our technology enables us to process transactions in real-time, regardless of origin, destination or amount. For example, in education our deep, customized integrations within our clients' systems can lead to the difference between on-time enrollment or missed registrations—a difference that cannot be delivered through batch processes that are not posted instantaneously. We leverage AWS for our cloud redundancy, and tools such as Site24x7, Pingdom, Cloudflare, and PagerDuty for an uninterrupted experience for our clients.

Our Compliance and Risk Management Foundation

We have a dedicated compliance and risk management function. We have implemented the practices to help us protect our business and assure our clients and payment partners that our processes are compliant and meet or exceed their exacting standards, including advanced and agile practices for risk governance and a monitoring program that leverages key data inputs and software. We have robust AML, suspicious activity reports (SARs) and client KYC procedures. We also devote considerable resources to our data and cyber security. In addition, we possess key certifications across the verticals we serve, which we believe is an important aspect of why our clients choose to work with us. These audit-tested certifications and risk program features, which in many cases apply with specificity to the verticals we serve, include: third party certifications for Service Organization Control 2, Payment Card Industry Data Security Standard (PCI DSS), and Americans with Disabilities Act (ADA) compliance, as well as systems and processes designed to ensure compliance with the GDPR in Europe, the California Consumer Protection Act (CCPA), the Personal Information Protection and Electronic Documents Act in Canada, FERPA, and HIPAA, among others.

Our experienced team, coupled with our advanced technology and software tools, helps us navigate the challenges of global payments in a compliant manner:

- **Local and global regulatory regimes.** *We believe we are able to react nimbly to global and local regulatory changes that affect our business. For example, we managed potential Brexit implications and were able to obtain additional licensing in Europe so that our critical services to our clients and their customers would not be impacted.*

Locally, we often work with licensed and regulated payment service providers (PSPs) to bring more familiar solutions to our clients' customers and to leverage their regulatory insight. This insight can be a valuable tool to deliver differentiated services to our clients to help them stay in front of laws that may impact their business. For example, in India, we addressed new tax withholding requirements for our clients' customers and deployed a solution to help with their education-related payments.

- **Currency controls and exemptions.** We have developed robust controls to comply with the requirements of handling cross-border payments. For example, in certain jurisdictions where it is required, we are able to help track and prove purpose-driven payments through digital document collection and verification integrated with our clients' systems.
- **Transaction-level risks.** Our payments platform subjects payments to a series of controls, to mitigate the risk of facilitating fraud, money laundering, or transactions subject to sanctions. Payment information, historical activity and user behavior are utilized to identify potentially fraudulent transactions. All payments are monitored for suspicious behavior consistent with money laundering or terrorist financing, and all alerted activity is investigated by our internal team of experienced analysts. We also screen sender and receiver information, along with geolocation data, against relevant international watch lists.

In addition, we have FlyMates in the compliance and risk management function located around the world where we have operations to address the needs of the business in real-time.

Competition

Our primary competition consists of legacy payment methods such as traditional bank wires provided by local, regional and global banks and money transfers from remittance companies. Other competitors include integrated payment providers focused on cross-border payments; B2B payments platforms; and vertical-specific software solutions offered by local niche players.

We believe many legacy payment providers are hindered by limitations such as antiquated technology systems, insufficient solution and service offerings, poor user experiences, and unsatisfactory client and customer support. Our modern technology stack, combined with our innovative and flexible suite of solutions, addresses many of the issues that clients face today, including:

- friction in client and customer experiences;
- lack of a scaled global network;
- limited software and payments offerings;
- inability to adapt to new technology; and
- unsophisticated fraud prevention and risk management tools.

We believe that we compete favorably on the basis of these factors.

Intellectual Property

We protect our intellectual property through a combination of trademark, copyright, and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights both domestically and abroad. These laws, procedures and restrictions provide only limited protection. We endeavor to enter into agreements with our employees, consultants and contractors and with parties with whom we do business in order to acquire intellectual property rights developed as a result of service to Flywire, as well as to limit access to and disclosure of our proprietary information.

We actively pursue registration of our trademarks, logos, service marks, trade dress, and domain names in the United States and in other jurisdictions. As of March 1, 2021, we had 106 registered trademarks and trademark applications, and were the registered holder of a variety of U.S. and international domain names.

From time to time we also incorporate certain intellectual property licensed from third parties. Even if any such third-party technology was not available to us on commercially reasonable terms, we believe that alternative technologies would be available as needed.

For additional information about our intellectual property and associated risks, see the section titled “Risk Factors—If we fail to adequately protect our proprietary rights, our competitive position could be impaired and we may lose valuable assets, generate less revenue and incur costly litigation to protect our rights.”

Regulation and Industry Standards

Various aspects of our business and service areas operate in a quickly evolving regulatory environment, and are subject to U.S. federal, state, and local regulation, as well as regulation outside the United States. Certain of our services also are subject to rules promulgated by various card networks and other authorities, as more fully described below. These descriptions are not exhaustive, and these laws, regulations and rules frequently change, are subject to differing interpretations or enforcement, and are increasing in number.

We are registered as a MSB with the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN) and are subject to the Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and its implementing regulations, collectively, the BSA, and certain obligations contained therein, including, among other things, certain record-keeping and reporting requirements, and examinations by FinCEN.

The BSA is the primary compendium of U.S. laws and regulations regarding anti-money laundering and countering the financing of terrorism (AML/CFT). As required under the BSA, we have implemented and continue to expand an AML/CFT program designed to prevent our payments platform from being used to facilitate money laundering, terrorist financing, and other financial crimes. Our program is also designed to prevent our payments platform and global payment network from being used to facilitate business with certain individuals, entities, countries, and territories that are subject to economic or trade sanctions that the U.S. Department of the Treasury's Office of Foreign Assets Controls (OFAC) and various foreign authorities administer or enforce. Our AML/CFT compliance programs include policies, procedures, and controls that are designed to address these legal and regulatory requirements and to assist in detecting and preventing the use of our payments platform to engage in money laundering or terrorist financing activity. Program elements include, without limitation, the designation of a BSA/AML Officer to oversee the programs, KYC procedures, processes to detect and report suspicious activity, sanctions screening, employee training, annual third-party independent testing, and risk-based procedures for conducting ongoing customer due diligence.

If our compliance programs are found to be deficient, we could lose key relationships with banks, merchant acquirers, and other payment partners on which we rely to carry out our business. Fines or penalties for AML/CFT and sanctions violations we face may be severe and our efforts to remediate issues may be costly, may result in diversion of management and staff time and effort, and may still not guarantee compliance.

Most states in the United States require a license to offer money transmission services. We have taken the position that Flywire's business to date is exempt from licensure under various state money transmission laws, either expressly as a payment processor or agent of the payee, or pursuant to common law as an agent of the payee. We actively work to evaluate, and if applicable, comply with new license or regulatory requirements as they arise. Although we believe we have defensible arguments in support of our positions under the state money transmission statutes, we have not expressly obtained confirmation of such positions from all of the state banking departments who administer the state money transmission statutes. It is possible that certain state banking departments may determine that our activities are not exempt from licensure. In the past, certain competitors have been found to violate laws and regulations related to money transmission, and they have been subject to fines and other penalties by regulatory authorities. Regulators and third-party auditors have also identified gaps in how similar businesses have implemented AML/CFT programs. The adoption of new money transmitter or money services business statutes, or changes in regulators' interpretation of existing state and federal money transmitter or money services business statutes or regulations, could subject Flywire to new registration, licensing or other requirements. Any determination that Flywire is in

fact required to be licensed under such state money transmission or money services businesses statutes may require substantial expenditures of time and money and could lead to liability in the nature of penalties or fines, as well as cause us to be required to cease operations in some of the U.S. jurisdictions we serve.

We are in the process of procuring money transmitter licenses (or the statutory equivalent) in those U.S. jurisdictions that require them in order to be able to offer additional business lines in the future. We have procured and maintain money transmitter licenses in 29 U.S. jurisdictions, and actively work to comply with new license requirements as they arise. These licenses subject us, among other things, to record-keeping requirements, reporting requirements, bonding requirements, limitations on the investment of customer funds, and examination by state regulatory agencies. Any actual or perceived failure to comply with legal and regulatory requirements related to our money transmitter licenses may result in, among other things, revocation of required licenses, regulatory or governmental investigations, administrative enforcement actions, civil and criminal liability, and constraints on our ability to continue to operate.

Similar regulatory requirements exist in other markets where we do business. For example, local Flywire entities are licensed as Authorised Payments Institutions in each of the U.K. (regulated by the Financial Conduct Authority (FCA)) and Lithuania (regulated by the Bank of Lithuania (BOL)). When serving clients in these regulated markets, we are generally required to implement governance structures, AML/CFT programs and KYC standards that are different from those in the U.S., and which incorporate local or European Economic Area (EEA) requirements. The FCA in particular has been an active regulator, and as a result of Brexit, we were able to both obtain a license from the BOL and continue to serve our EEA clients through the "passporting" principle without any interruption of service. In other non-U.S. markets we are able to serve clients in locations that either do not require Flywire to obtain a license or pursuant to a specific exemption issued by the applicable regulator.

In addition, several jurisdictions where our clients' customers reside impose currency export controls (e.g., China and India), taxation at source or other documentation requirements before money can be converted into destination currency and sent abroad. Generally, our local payment partners in these locations will assist in ensuring the customers meet these requirements, but it is often the case that we need to ensure that the Flywire payment experience accommodates the unique and ever-changing regulatory environments where our clients' customers are located.

There are also a number of U.S. federal and state consumer finance and consumer protection laws that may impact Flywire's business. States have a myriad of statutes and case law precedent addressing when credit card surcharges or convenience fees may be imposed by third-party service providers and under what circumstances they are prohibited. In addition, Dodd-Frank created the Consumer Financial Protection Bureau (CFPB), which has assumed responsibility for implementing and enforcing most federal consumer financial protection laws and a prohibition on unfair, deceptive and abusive acts and practices. Several of these laws apply to some of Flywire's clients, and in some cases Flywire is contractually obligated to ensure its services do not violate these laws, even though Flywire is not directly subject to them. For example, the Truth in Lending Act of 1968 (TILA) is a U.S. federal law that applies to creditors and is designed to promote the informed use of consumer credit. Although Flywire is not in the business of extending credit or charging interest on the payments it helps its clients collect, when Flywire clients extend credit subject to TILA, TILA may require our clients to provide disclosures to their customers about consumer credit terms and costs in a format specified by the CFPB. Our payment installment plan functionality utilized by our clients in healthcare and education often requires that our payment experience accommodate these disclosure obligations that attach to our clients. Our business may also be subject to the Fair Credit Reporting Act (FCRA) which regulates the use and reporting of consumer credit information and imposes disclosure requirements on entities that take adverse action based on information obtained from credit reporting agencies. We could be liable if our practices governed under the FCRA are not in compliance with the FCRA or its regulations.

[Table of Contents](#)

The Electronic Fund Transfer Act (EFTA) also imposes substantive disclosure and error resolution obligations on entities that facilitate electronic fund transfers and international remittance transfers. We could be liable for violating EFTA if we fail to comply with these requirements when they apply to us. We do not believe other laws that are implemented by the CFPB, including the Equal Credit Opportunity Act and the Fair Debt Collection Practices Act apply to us. If these determinations are wrong, interpretations of these statutes change, or we expand or change our solutions, we may be subject to the restrictions imposed by these laws. Should our business or solutions change in a way that did subject us to the CFPB's jurisdiction, we would be subject to increased scrutiny of our business and consumer compliance practices.

Separately, the Telephone Consumer Protection Act of 1991 (TCPA) and similar state and federal laws contain extensive rules relating to communication by telephone, such as detailed requirements relating to granting and revocation of consent and "opt-in" or "opt-out" thresholds for receipt of communications, and these requirements are often changing and the subject of high-profile litigation. Our services include features regulated by the TCPA and similar laws (e.g., calls made from automated dialing systems, texts confirming receipt of payment, status updates or due dates, appointment reminders) and we can be liable for penalties, or subject to litigation or contractual indemnification obligations, if we do not comply with them.

Flywire is also required to navigate card network rules and other requirements of self-regulatory organizations, such as ACH payment networks. We rely on our varied network of merchant acquirer relationships to access the payment card networks such as Visa and Mastercard, which enable our acceptance of credit cards and debit cards. We pay fees to our merchant acquirers for such services.

Visa, Mastercard and other card networks set complex and evolving rules and standards with which we must comply—often referred to as "card network rules". We also have relationships with American Express, JCB and China Unionpay, which impose similar obligations on us. The payment networks and their member financial institutions routinely update, generally expand and modify requirements applicable to merchant acquirers and their customers, including rules regulating data integrity, third-party relationships, merchant chargeback standards and compliance with the PCI DSS. PCI DSS is a set of requirements designed to ensure that all companies that process, store, or transmit payment card information maintain a secure environment to protect cardholder data. Under certain circumstances, we are required to report incidents to the card networks and other authorities within a specified time frame. Any changes in card network rules or standards that increase the cost of doing business or limit our ability to provide processing services to our merchants will adversely affect the operation of our business.

If we or our merchant acquirers fail to comply with the card network rules or other applicable rules and requirements of the card payment networks, Visa or Mastercard or our other card providers could suspend or terminate our registration. Further, our transaction processing capabilities, including with respect to settlement processes, could be delayed or otherwise disrupted, and recurring non-compliance could result in the payment networks seeking to fine us, or suspend or terminate our registrations which allow us to process transactions on their networks, which would make it impossible for us to conduct our business on its current scale.

Under certain circumstances specified in the card network rules, we may be required to submit to periodic audits, self-assessments, or other assessments of our compliance with the PCI DSS. Such activities may reveal that we have failed to comply with the PCI DSS. In addition, even if we comply with the PCI DSS, there is no assurance that we will be protected from a security breach or other cybersecurity incident.

The termination of our registration with the payment networks, or any changes in payment network or issuer rules that limit our ability to provide card payment alternatives to our clients' customers could

have an adverse effect on our payment processing volumes, revenues and operating costs. If we are unable to comply with the requirements applicable to our settlement activities, the payment networks may no longer allow us to provide these services and we would lose a substantial portion of our revenues.

We are also subject to the NACHA operating rules. NACHA is a self-regulatory organization which administers and facilitates private-sector operating rules for ACH payments and defines the roles and responsibilities of financial institutions and other ACH network participants. The NACHA Rules and Operating Guidelines impose obligations on us and our partner financial institutions particularly when we instruct our partner institutions to debit a third party's account. These obligations include audit and oversight by the financial institutions and the imposition of mandatory corrective action, including termination, for serious violations. If an audit or self-assessment of PCI DSS or NACHA compliance identifies any deficiencies that we need to remediate, the remediation efforts may distract our management team and other staff and be expensive and time consuming.

Similarly, our ACH sponsor banks have the right to audit our compliance with NACHA's rules and guidelines and are given wide discretion to approve certain aspects of our business practices. Like the payment networks, NACHA may update its operating rules and guidelines at any time, which could require us to take more costly compliance measures or to develop more complex monitoring systems. The NACHA rules permit transactions to be returned under certain circumstances. If too many of our transactions are returned, our ability to access the ACH system could be impaired by our partner financial institutions. Our partner financial institutions could similarly change their interpretation of NACHA requirements, which could require costly remediation efforts and could prevent us from continuing to provide services through such partner financial institutions until we remediate issues to their satisfaction.

We collect and use a wide variety of information (including personal information) for various purposes in our business, including: (i) to help ensure the integrity of our services, (ii) to meet KYC, transaction monitoring and AML/CFT standards, and (iii) to provide features and functionality to our clients and their customers. This aspect of our business, including the collection, use, disclosure, and protection of personal information we acquire in connection with the use of our services, is subject to numerous laws and regulations in the United States and globally. Regulation and proposed regulation in this area has increased significantly in recent years and is expected to continue to do so.

In addition to numerous privacy and data protection laws already in place, U.S. states are increasingly adopting laws modeled on the GDPR that impose comprehensive privacy and data protection obligations. For example, the CCPA, which became effective on January 1, 2020, gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing and receive detailed information about how their personal information is used, and it imposes other requirements as well. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches. All 50 states, Puerto Rico, and the U.S. Virgin Islands (similar to many of the other countries where we do business), have passed laws regulating the actions that a business must take if it experiences a data breach, such as prompt disclosure to affected individuals, consumer reporting agencies, or governmental agencies. In addition, we are subject to laws in the U.S. and abroad restricting or placing conditions on our ability to collect and utilize certain specific types of information, such as Social Security and driver's license numbers.

Many of the foreign jurisdictions where we or our customers do business, including the European Union, have laws and regulations dealing with the processing of personal information, which in some cases are more restrictive than those in the United States. In addition to regulating the processing of personal information within the relevant jurisdictions, these legal requirements often also apply to the processing of personal information outside these jurisdictions, where there is some specified link to the

relevant jurisdiction. For example, Flywire has multiple offices in Europe and serves clients and their customers throughout the E.U., where GDPR went into effect in 2018. The GDPR, which also is the law in Iceland, Norway, Liechtenstein, and—to a large degree—the U.K., has an extensive global reach and imposes robust obligations relating to the processing of personal information, including documentation requirements, greater control for data subjects (e.g., the “right to be forgotten” and data portability), security requirements, notice requirements, restrictions on sharing personal information, data governance obligations, data breach notification requirements, and restrictions on the export of personal information to most other countries. Fines of up to 20 million Euros or up to 4% of the annual global revenue of a noncompliant corporate family, whichever is greater, could be imposed for violations of certain of the GDPR’s requirements, and private claims also are possible.

Recent legal developments have created compliance uncertainty regarding some transfers of personal information from the U.K. and EEA to locations where we or our customers operate or conduct business, including the United States and potentially Singapore. Under the GDPR, such transfers can take place only if certain conditions apply or if certain data transfer mechanisms are in place. In July 2020, the Court of Justice of the European Union ruled in its “*Schrems II*” decision (C-311/18), that the Privacy Shield, a transfer mechanism used by thousands of companies to transfer data between those jurisdictions and the United States (and also used by Flywire), was invalid and could no longer be used due to the strength of United States surveillance laws. In September 2020, the Federal Data Protection and Information Commissioner of Switzerland (where the law has a similar restriction on the export of personal information) issued an opinion concluding that the Swiss-U.S. Privacy Shield Framework does not provide an adequate level of protection for data transfers from Switzerland to the United States pursuant to Switzerland’s Federal Act on Data Protection. We and our customers continue to use alternative transfer strategies including the European Commission’s Standard Contractual Clauses (SCCs) while the authorities interpret the *Schrems II* decision and the validity of alternative data transfer mechanisms. The SCCs, though previously approved by the European Commission, have faced challenges in European courts (including being called into question in the *Schrems II* decision), and may be further challenged, suspended or invalidated for transfers to some or all countries. For example, guidance regarding *Schrems II* issued by the European Data Protection Board (which is comprised of representatives from every E.U. member state’s top data protection authority) have cast serious doubt on the validity of SCCs for most transfers of personal information to the United States. The *Schrems II* decision and related enforcement actions or other legal developments in this area could subject us to negative financial consequences, such as fines, penalties, loss of customers, and the need to engage in costly restructuring of our business and IT operations and restructuring of our relationships with service providers and other partners.

There are also regulations that require that access to websites be safe and accessible for people with disabilities. The ADA contains certain standards (most commonly referred to as Section 508 Standards) that apply to federal government websites as well as to websites that may be provided by institutions that are recipients of federal funding. Many of our clients (principally higher education clients in the U.S.) receive support from U.S. federal agencies, and require that our payment experience be accessible and conform to the Section 508 Standards and the W3C Web Content Accessibility Guidelines 2.0 Level AA. Our payment experience is ADA-compliant, and we arrange for third-party audits to ensure that we continually conform to these standards. As we modify our user interface to improve or add features and functionality to our payment experience, we must continue to account for ADA compliance when required.

Human Capital and Employees

As of March 31, 2021, we had 473 full-time employees. We also engage part-time and temporary employees, as well as consultants as needed to support our operations. As a collective team of over 500 FlyMates, we strive for excellence as one team, guided by our core values, including, global

[Table of Contents](#)

collaboration, authenticity, fulfillment, execution, ambitious innovation and evolved learning. Our leadership team defines our culture and strategy and collectively has decades of experience leading companies through rapid growth at scale.

None of our employees are represented by a labor union or covered by a collective bargaining agreement. We have not experienced any work stoppages and we consider our relations with our employees to be good.

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and additional employees. The principal purposes of our equity incentive plans are to attract, retain and motivate selected employees, consultants and directors through the granting of stock-based compensation awards and cash-based performance bonus awards.

Facilities

Our corporate headquarters are located in Boston, Massachusetts, where we occupy facilities totaling approximately 16,419 square feet under a lease that expires in March 2024. We use these facilities for administration, finance, legal, compliance, human resources, global payments, information technology, sales and marketing, engineering, and customer success.

We maintain other leased locations in the U.S. and throughout the world. We intend to procure additional space as we add employees and expand geographically. We believe that our facilities are adequate to meet our needs for the immediate future, and that, should it be needed, suitable additional space will be available to accommodate any such expansion of our operations.

Legal Proceedings

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

MANAGEMENT**Executive Officers and Directors**

The following table provides information regarding our executive officers and directors, including their ages as of March 31, 2021:

Name	Age	Position(s)
Executive Officers:		
Michael Massaro	42	Chief Executive Officer and Director
Rob Orgel	52	President and Chief Operating Officer
Michael Ellis	52	Chief Financial Officer
Peter Butterfield	56	General Counsel and Chief Compliance Officer
David King	52	Chief Technology Officer
Sharon Butler	55	Executive Vice President of Global Education
John Talaga	54	Executive Vice President of Healthcare
Non-Employee Directors:		
Phillip Riese ⁽¹⁾⁽²⁾	71	Chairman of the Board
Alex Finkelstein ⁽²⁾⁽³⁾	45	Director
Matt Harris ⁽³⁾	48	Director
Jo Natauri	43	Director
Edwin Santos ⁽¹⁾⁽²⁾	61	Director

(1) Member of the nominating and corporate governance committee.

(2) Member of the audit committee.

(3) Member of the compensation committee.

Executive Officers

Michael Massaro has served as our Chief Executive Officer and a member of our board of directors since December 2013. Prior to being appointed as our Chief Executive Officer, Mr. Massaro served as our Vice President, Sales and Business Development from March 2012 to December 2013. Mr. Massaro has over 20 years of background in global payments, mobile software and hardware, and e-billing at high growth technology companies, including edocs, Inc. (later acquired by Siebel Systems) and Carrier IQ. Mr. Massaro began his career as part of the technical risk services practice at PWC, LLP. He earned his Bachelor of Science degree in Management Information Systems from Babson College.

Rob Orgel has served as our President and Chief Operating Officer since November 2019. Mr. Orgel leads Flywire's global payment network, business operations, finance, legal, compliance, and corporate strategy functions. He brings extensive experience with 20 years in the technology/payments ecosystem to Flywire, including hands-on experience in legal, compliance, finance, go-to-market, business development and global operations. Prior to Flywire, Mr. Orgel served in various roles at Apple Inc. from 2010 to 2019 where he was part of the leadership team that developed, launched and grew the Apple Pay business and global expansion as well as the launch of the Apple Card. Prior to his time at Apple Inc., Mr. Orgel served as Chief Operating Officer at Quattro Wireless, Inc. from 2008 until it was acquired by Apple Inc. in 2010. Mr. Orgel has also played key leadership roles at m-Qube, Inc., a carrier billing and payment platform which was acquired by Verisign Inc., and edocs Inc., an e-billing and payment solution which was acquired by Siebel Systems (subsequently acquired by Oracle Corporation). Mr. Orgel holds Bachelor of Arts and Master of Arts degrees in International Relations from Stanford University and a Juris Doctor degree from Harvard Law School.

Michael Ellis has served as our Chief Financial Officer since April 2015. Mr. Ellis has over 15 years experience in leading technology/payment companies in the role of Chief Financial Officer. Prior to Flywire, Mr. Ellis was the Chief Financial Officer at CashStar, a provider of digital gifting solutions for

[Table of Contents](#)

retailers, from 2009 to 2015, where he oversaw multiple functions including finance, risk and settlement operations, legal, and human resources. Prior to Cashstar, Mr. Ellis was the Chief Financial Officer of Eze Castle Software after beginning his career in public accounting where he spent nearly a decade in the audit and transactions services groups of PricewaterhouseCoopers and Grant Thornton. Mr. Ellis received a Bachelor of Arts degree in Accounting and Politics & Government from Ohio Wesleyan University.

Peter Butterfield has served as our General Counsel and Chief Compliance Officer since March 2015. Prior to joining Flywire, Mr. Butterfield held various senior management roles within Devonshire Investors, the private equity arm of Fidelity Investments, and its operating companies from 2001 to 2015. During that time, Mr. Butterfield lived and worked for over a decade in Tokyo and Singapore managing legal, risk, and compliance functions, and leading the ex-Japan APAC operations for KVH Co., Ltd. Mr. Butterfield holds a Bachelor of Arts in History and Government from Bowdoin College and a Juris Doctor degree from Columbia University.

David King has served as our Chief Technology Officer since June 2019 and is responsible for oversight of our global technology and solutions development. Mr. King joined Flywire as its Vice President of Engineering in January 2018, following our acquisition of OnPlan Holdings where he was a co-founder and leveraged his background in payments, analytics and billing to develop innovative payment plan solutions for the healthcare and education sectors. Before co-founding OnPlan in May 2014, Mr. King founded other companies including infINET Solutions, Inc., which delivered SaaS solutions to higher education and was subsequently acquired by Nelnet, Inc. in 2006. Mr. King served as president of Nelnet's higher education division and led its transformation to become an online medical education program. He also led data security at Nelnet. Mr. King holds a Bachelor of Science in Mathematics and Physics from Westminster College, and a Master of Science in Physics from Miami University.

Sharon Butler has served as our Executive Vice President of Global Education since May 2016. Prior to serving as our Executive Vice President of Global Education, Ms. Butler served as our Vice President of Global Sales from June 2014 to May 2015 and as our Global Sales Director from December 2010 to June 2014. Ms. Butler has a degree in Communications with a minor in Business from Bridgewater State University.

John Talaga has served as our Executive Vice President of Healthcare since January 2018, following our acquisition of OnPlan Holdings where he was a co-founder and leveraged his background in payments, analytics and billing to develop innovative payment plan solutions for the healthcare and education sectors. Before co-founding OnPlan in May 2014, Mr. Talaga led the healthcare vertical for doxo inc., a multi-biller payment network. Mr. Talaga co-founded HealthCom Partners in 2001, which launched healthcare billing online account management solutions. After HealthCom sold to McKesson (to form RelayHealth, Mr. Talaga led the patient billing and payment business at RelayHealth for five years before joining doxo in 2011. Mr. Talaga holds a Bachelor's degree from the University of Dayton.

Non-Employee Directors

Matt Harris has served as a member of our board of directors since January 2015. Mr. Harris has also been a Partner at Bain Capital Ventures since September 2012. Prior to joining Bain, Mr. Harris founded Village Ventures, Inc., an early stage venture capital firm focused on the media and financial services sectors, and served as Managing Director from January 2000 to September 2012. Mr. Harris holds a Bachelor of Arts in Political Economy from Williams College. We believe Mr. Harris is qualified to serve on our board of directors because of his extensive business experience with technology companies, including experience in the formation, development and business strategy of multiple start-up companies in the payments sector.

Alex Finkelstein has served as a member of our board of directors since 2011. Mr. Finkelstein has served as a General Partner at Spark Capital, a venture capital firm, since 2005. Alex began his career

at Cambridge Associates before joining two early-stage venture capital firms. After a few years, he took a break from the venture capital industry to write and sell a number of original television shows to networks including FOX, Discovery, and E!. Mr. Finkelstein later returned to the venture capital industry and joined Spark at its inception. Alex earned his Bachelor of Arts in Political Science from Middlebury College. We believe Mr. Finkelstein is qualified to serve on our board of directors because of his extensive business experience with technology companies, including experience in the formation, development and business strategy of multiple start-up companies.

Jo Natauri has served as a member of our board of directors since November 2020. Ms. Natauri is a Managing Director and the global head of Healthcare Investing within the Merchant Banking Division (MBD) of Goldman Sachs, a global investment banking, securities and investment management firm, a position she has held since May 2018. In her current role, Ms. Natauri oversees a portfolio of investments and serves on the boards, or as an observer on the boards, of several MBD portfolio companies. Prior to assuming her current role at MBD, Ms. Natauri was an investment banker with Goldman Sachs for 12 years, where she led coverage of large cap companies in healthcare and other industries. She was named managing director in 2008 and partner in 2012. Ms. Natauri serves on the board of Safe Horizon, the nation's leading victim assistance organization. Ms. Natauri earned a Bachelor of Arts in economics and biology from the University of Virginia. We believe Ms. Natauri is qualified to serve on our board of directors because of her senior management experience as a Managing Director of Goldman Sachs, board and advisory experience with other companies in our industry and her experience in the areas of finance, strategy and institutional business transactions.

Phillip Riese has served as a member and chair of our board of directors since August 2013. In November 1998, Mr. Riese established Riese & Others, offering his personal services as a board member and advisor with a focus on emerging and disruptive companies primarily in financial services globally. He frequently invests in those companies alongside a variety of venture capital and private equity firms. Prior to forming Riese & Others, Mr. Riese spent 18 years at American Express, ultimately serving as the president of the Consumer Card Group and chairman of American Express Centurion Bank. Before joining American Express, Mr. Riese was a division executive at Chase Bank, after being a partner at M.C. Geffen, a consulting firm in South Africa. Mr. Riese serves as a board member for a number of companies across the globe, including Monzo Bank Limited in the U.K., TravelPerk S.L.U. in Spain and Remitly, Inc., Betterment LLC and Cross River Bank in the U.S. Mr. Riese holds a Bachelor's degree in Commerce from Leeds University in England, a M.B.A. from the University of Cape Town in South Africa and a Master of Science degree from Massachusetts Institute of Technology. We believe Mr. Riese is qualified to serve on our board of directors because of his extensive experience in the payments industry and his senior management experience.

Edwin Santos has served as a member of our board of directors since April 2021. Mr. Santos has had a distinguished career in banking, with experience in risk management, corporate governance, management advisory services, acquisitions, and reengineering efforts. He served for many years in various positions of significant responsibility with FleetBoston Financial Group, and more recently served as Group Executive Vice President and General Auditor for Citizens Financial Group prior to his retirement in 2009. Mr. Santos currently serves as a member of the boards of directors of the Providence Mutual Fire Insurance Company, Washington Trust Bancorp Inc. and Fidelity Institutional Asset Management, a Fidelity Investments company. He is also Past President of the Board of Trustees of Rocky Hill School, and a member of the Bryant University Board of Trustees. We believe Mr. Santos is qualified to serve on our board of directors because of his professional competency and broad experience in the financial services industry.

Corporate Governance

Appointment of Officers

Our executive officers are appointed by, and serve at the discretion of, our board of directors. There are no family relationships between any of our directors or executive officers.

Board Composition

Our board of directors currently consists of six members. Pursuant to our amended and restated certificate of incorporation and amended and restated voting agreement as in effect prior to this offering, the seat occupied by Mr. Finkelstein is elected by the holders of our preferred stock (excluding our Series B1-NV Preferred Stock and our Series E-2 Preferred Stock); the seat occupied by Mr. Harris is also elected by the holders of our preferred stock (excluding our Series B1-NV Preferred Stock and our Series E-2 Preferred Stock); the seat occupied by Ms. Natauri is also elected by the holders of our preferred stock (excluding our Series B1-NV Preferred Stock and our Series E-2 Preferred Stock); the seat occupied by Mr. Massaro is elected by the holders of our common stock; the seat occupied by Mr. Riese is elected by the holders of all of our preferred stock and our common stock, voting together as a single class and on an as-converted basis; and the seat occupied by Mr. Santos is elected by the holders of all of our preferred stock and our common stock, voting together as a single class and on an as-converted basis.

The amended and restated voting agreement and the provisions of our amended and restated certificate of incorporation by which all of our current directors were elected will terminate, and no contractual obligations regarding the election of our directors will remain, effective upon the completion of this offering. Each of our directors then serving will continue to serve until the election and qualification of his or her successor, or his or her earlier death, resignation, or removal.

Classified Board of Directors

Upon the completion of this offering, our board of directors will consist of _____ members and be divided into three classes of directors that will serve staggered three-year terms. At each annual meeting of stockholders, a class of directors will be elected for a three-year term to succeed the same class whose term is then expiring. As a result, only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Our directors will be divided among the three classes as follows:

- the Class I directors will be Michael Massaro and Jo Natauri, and their terms will expire at the first annual meeting of stockholders to be held after the completion of this offering;
- the Class II directors will be Alex Finkelstein and Matt Harris, and their terms will expire at the second annual meeting of stockholders to be held after the completion of this offering; and
- the Class III directors will be Edwin Santos and Phillip Riese, and their terms will expire at the third annual meeting of stockholders to be held after the completion of this offering.

Each director's term continues until the election and qualification of his or her successor, or his or her earlier death, resignation, or removal. Our restated certificate of incorporation and restated bylaws to be in effect upon the completion of this offering will authorize only our board of directors to fill vacancies on our board of directors. Any increase or decrease in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. This classification of our board of directors may have the effect of delaying or preventing changes in control of our company. See the section titled "Description of Capital Stock—Anti-takeover provisions."

Director Independence

In connection with this offering, we have applied to list our common stock on The Nasdaq Global Market (Nasdaq). Under the rules of Nasdaq, independent directors must comprise a majority of a listed company's board of directors within a specified period after the completion of this offering. In addition, the rules of Nasdaq require that, subject to specified exceptions, each member of a listed company's audit, compensation, and nominating and governance committees be independent. Under the rules of Nasdaq, a director will only qualify as an "independent director" if, in the opinion of that

company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Additionally, compensation committee members must not have a relationship with us that is material to the director's ability to be independent from management in connection with the duties of a compensation committee member.

Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee: accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries; or be an affiliated person of the listed company or any of its subsidiaries. We intend to satisfy the audit committee independence requirements of Rule 10A-3 as of the completion of this offering.

Our board of directors has undertaken a review of the independence of each director and considered whether each director has a material relationship with us that could compromise his or her ability to exercise independent judgment in carrying out his or her responsibilities. As a result of this review, our board of directors determined that all of our directors, other than Mr. Massaro, our chief executive officer, are "independent directors" as defined under the applicable rules and regulations of the SEC and the listing requirements and rules of Nasdaq. In making these determinations, our board of directors reviewed and discussed information provided by the directors and by us with regard to each director's business and personal activities and relationships as they may relate to us and our management, including the beneficial ownership of our common stock by each non-employee director and the transactions involving them described in the section titled "Certain Relationships and Related Party Transactions."

Role of the Board in Risk Oversight

One of the key functions of our board of directors is informed oversight of our risk management process. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure. Our executive officers are responsible for the day-to-day management of the material risks we face. Our board of directors administers its oversight function directly as a whole. Our board of directors will also administer its oversight through various standing committees, which will be constituted prior to the completion of this offering, that address risks inherent in their respective areas of oversight. For example, our audit committee will be responsible for overseeing the management of risks associated with our financial reporting, accounting and auditing matters; our compensation committee will oversee the management of risks associated with our compensation policies and programs; and our nominating and corporate governance committee will oversee the management of risks associated with director independence, conflicts of interest, composition and organization of our board of directors and director succession planning.

Committees of the Board of Directors

Our board of directors has an audit committee, a compensation committee, and a nominating and governance committee, each of which, pursuant to its respective charter, will have the composition and responsibilities described below upon the completion of this offering. Following the completion of this offering, copies of the charters for each committee will be available on the investor relations portion of our website. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit committee

The members of our audit committee are Mr. Santos, Mr. Riese and Mr. Finkelstein. Mr. Santos is the chair of the audit committee. Each member of our audit committee can read and understand

fundamental financial statements. Each member of our audit committee is independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to audit committee members. Our board of directors has determined that Mr. Santos qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of Nasdaq.

Effective at the time of the offering, our audit committee will assist our board of directors with its oversight of the integrity of our financial statements; our compliance with legal and regulatory requirements; the qualifications, independence and performance of the independent registered public accounting firm; the design and implementation of our risk assessment and risk management. Among other things, our audit committee is responsible for reviewing and discussing with our management the adequacy and effectiveness of our disclosure controls and procedures. The audit committee also will discuss with our management and independent registered public accounting firm the annual audit plan and scope of audit activities, scope and timing of the annual audit of our financial statements, and the results of the audit, quarterly reviews of our financial statements and, as appropriate, initiates inquiries into certain aspects of our financial affairs. Our audit committee is responsible for establishing and overseeing procedures for the receipt, retention and treatment of any complaints regarding accounting, internal accounting controls or auditing matters, as well as for the confidential and anonymous submissions by our employees of concerns regarding questionable accounting or auditing matters. In addition, our audit committee has direct responsibility for the appointment, compensation, retention and oversight of the work of our independent registered public accounting firm. Our audit committee has sole authority to approve the hiring and discharging of our independent registered public accounting firm, all audit engagement terms and fees and all permissible non-audit engagements with the independent auditor. Our audit committee will review and oversee all related person transactions in accordance with our policies and procedures.

Our audit committee operates under a written charter that satisfies the applicable rules of the SEC and the listing standards of Nasdaq. We believe that the composition of our audit committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

Compensation committee

The members of our compensation committee are Mr. Harris and Mr. Finkelstein. Mr. Harris is the chair of the compensation committee. Each member of our compensation committee is independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to compensation committee members. Effective at the time of the offering, our compensation committee will assist our board of directors with its oversight of the forms and amount of compensation for our executive officers (including officers reporting under Section 16 of the Exchange Act), the administration of our equity and non-equity incentive plans for employees and other service providers and certain other matters related to our compensation programs. Our compensation committee, among other responsibilities, evaluates the performance of our chief executive officer and, in consultation with him, evaluates the performance of our other executive officers (including officers reporting under Section 16 of the Exchange Act).

Effective at the time of the offering, our compensation committee will operate under a written charter that satisfies the applicable rules of the SEC and the listing standards of Nasdaq. We believe that the composition of our compensation committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

Nominating and corporate governance committee

The members of our nominating and corporate governance committee are Mr. Riese and Mr. Santos. Each member of our nominating and governance committee is independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to nominating and governance committee members. Mr. Riese is the chair of the nominating and corporate governance committee. Effective at the time of the offering, our nominating and corporate governance committee will assist our board of directors with its oversight of and identification of individuals qualified to become

[Table of Contents](#)

members of our board of directors, consistent with criteria approved by our board of directors, and selects, or recommends that our board of directors selects, director nominees; develops and recommends to our board of directors a set of corporate governance guidelines and oversees the evaluation of our board of directors.

Compensation Committee Interlocks and Insider Participation

No member of our compensation committee is currently or has at any time during the past year been an officer or employee of our company. None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or compensation committee (or other board committee performing equivalent functions or, in the absence of any such committee, the entire board of directors) of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Code of Conduct

Our board of directors will adopt a Code of Conduct (the Code of Conduct) prior to the completion of this offering. The Code of Conduct will apply to all of our employees, officers, directors, contractors, consultants, suppliers and agents. Upon the completion of this offering, the full text of the Code of Conduct will be posted on our website at www.flywire.com under the Investor Relations section. We intend to disclose future amendments to, or waivers of, the Code of Conduct, as and to the extent required by SEC regulations, at the same location on our website identified above or in public filings. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus or in deciding whether to purchase shares of our common stock. We have included our website address in this prospectus solely as an inactive textual reference.

Non-Employee Director Compensation

All compensation paid to Mr. Massaro, our only employee director, is set forth below in the section titled "Executive Compensation." The following table provides information regarding compensation of our non-employee directors for director service, for the fiscal year ended December 31, 2020. Other than as set forth in the table and described more fully below, during the fiscal year ended December 31, 2020 we did not pay any fees to, make any equity awards or non-equity awards to, or pay any other compensation to the non-employee members of our board of directors.

Name	Option Awards \$(3)	Total (\$)
Alex Finkelstein	-	-
Matt Harris	-	-
Jo Natauri	-	-
Phillip Riese(1)	142,553	142,553
Edwin Santos	-	-

(1) On May 5, 2020, Mr. Riese was granted an option to purchase 30,000 shares of our common stock at an exercise price of \$11.84 per share. The option vests over a four-year period based on Mr. Riese's continuous service with us through each vesting date, with 25% of the shares vesting on the first anniversary of the grant date and 1/48th of the shares vesting upon the completion of each month of continuous service thereafter.

Before this offering, we did not have a formal policy to provide any cash or equity compensation to our non-employee directors for their service on our board of directors or committees of our board of directors. In connection with this offering, our board of directors expects to approve a non-employee director compensation policy, which will take effect following the completion of this offering.

(2) The amounts in this column represent the aggregate grant date fair value of stock awards or option awards granted to the director, computed in accordance with FASB ASC Topic No. 718. See Note to our consolidated financial statements included elsewhere in this prospectus for a discussion of the assumptions made by us in determining the grant date fair value of our equity awards.

(3) Including the grant in fiscal 2020, Mr. Riese currently holds options to purchase 191,032 shares.

EXECUTIVE COMPENSATION

The following tables and accompanying narrative set forth information about the fiscal 2020 compensation provided to our principal executive officer and the two most highly compensated executive officers (other than our principal executive officer) who were serving as executive officers as of December 31, 2020. These executive officers were Michael Massaro, our Chief Executive Officer, Rob Orgel, our President and Chief Operating Officer, and Michael Ellis, our Chief Financial Officer, and we refer to them in this section as our “named executive officers.”

Summary Compensation Table

The following table sets forth information concerning the compensation of the named executive officers for the fiscal year ended December 31, 2020.

	Year	Salary (\$)	Non-Equity Incentive Plan Compensation \$(1)	Option Awards (\$)	All Other Compensation (\$)	Total (\$)
Michael Massaro, Chief Executive Officer	2020	425,000	189,000	-	9,750(2)	614,000
Rob Orgel, President and Chief Operating Officer	2020	325,000	162,750	-	-	487,750
Michael Ellis, Chief Financial Officer	2020	270,000	92,295	-	7,825(2)	370,120

(1) The Company paid Messrs. Massaro, Orgel, and Ellis bonuses for performance in the fiscal year ended December 31, 2020 that were paid on February 22, 2021.

(2) Represents Company matching contributions to 401(k) plan.

Narrative Disclosure to Summary Compensation Table

For 2020, the compensation program for Flywire’s named executive officers consisted of base salary and incentive compensation delivered in the form of an opportunity to earn cash bonuses.

Base Salary

Base salary is set at a level that is commensurate with the executive’s duties and authorities, contributions, prior experience and sustained performance. Currently, the base salaries for Messrs. Massaro, Orgel and Ellis are \$450,000, \$350,000 and \$300,000, respectively.

Cash Incentive Bonus

Cash incentive bonus is also set at a level that is commensurate with the executive’s duties and authorities, contributions, prior experience and sustained performance. With respect to each of Messrs. Massaro, Orgel, and Ellis, we have entered into offer letter agreements, described below, which sets forth their initial target cash bonuses. The current target bonus amount, subject to satisfaction of corporate and personal objectives for Messrs. Massaro, Orgel, and Ellis is \$260,000, \$175,000, \$150,000 respectively.

Management Cash Incentive Plan

The Management Cash Incentive Plan was approved by our board of directors on _____, 2021, and will become effective on the date immediately prior to the effectiveness of the registration statement for the Company’s proposed initial public offering. The Management Cash Incentive Plan is intended to provide management with the opportunity to earn incentive cash bonuses based on the achievement of certain performance criteria during a certain period as determined by the Company’s board of directors.

Employee Benefits and Perquisites

Our named executive officers are eligible to participate in our health and welfare plans to the same extent as are full-time employees generally. We generally do not provide our named executive officers with perquisites or other personal benefits.

Retirement Benefits

We have established a 401(k) tax-deferred retirement savings plan, which permits participants, including our named executive officers, to make contributions by salary deduction pursuant to Section 401(k) of the Internal Revenue Code. We are responsible for administrative costs of the 401(k) plan. The Company matches 50% of every dollar contributed up to 6% of salary, subject to certain limitations under the Internal Revenue Code. For 2020, Messrs. Massaro and Ellis received an employer matching contribution of \$9,750 and \$7,825, respectively.

Agreements with Flywire's Named Executive Officers and Potential Payments Upon Termination or Change of Control

Flywire currently maintains an offer letter with each of Messrs. Massaro, Orgel, and Ellis, as summarized below. The offer letters provide for at-will employment and, other than in the context of a termination without cause or a resignation for good reason (as such terms are defined in the offer letters), may be terminated at any time. The severance benefits and the acceleration benefits, if any, that Messrs. Massaro, Orgel, and Ellis are entitled to, each pursuant to their offer letters and award agreements, are summarized below.

Agreements with Michael Massaro

Flywire entered into an offer letter with Mr. Massaro when he joined the Company as its VP of Sales and Business Development on March 16, 2012. Pursuant to the terms of the offer letter, Mr. Massaro received a base salary at an initial annual rate of \$185,000 per year. Mr. Massaro was eligible to receive an annual bonus equal to up to \$50,000, based on his personal performance and that of the Company. He was also eligible for additional variable commission based on sales and business development incentives for outstanding performance as mutually agreed upon based on personal and team goals. Mr. Massaro is eligible to participate in a number of benefit programs. In December 2013, Mr. Massaro was promoted to Chief Executive Officer. Mr. Massaro's annual base salary and target cash incentive bonus are reviewed annually and have been periodically increased. On October 31, 2019, Flywire entered into a letter agreement with Mr. Massaro, which increased his annual base salary to \$450,000 effective as of January 1, 2020, and provided that he was eligible to receive an annual on-target-bonus of up to (i) \$210,000 for calendar year 2020, (ii) \$230,000 for calendar year 2021, and (iii) \$260,000 for calendar year 2022. Mr. Massaro's base salary and target bonus amounts were adjusted by the Company as noted above in "Base Salary" and "Cash Incentive Bonus," respectively.

On November 1, 2019, Mr. Massaro was granted an option to purchase 100,908 shares of the Company's common stock at an exercise price of \$9.91 per share. The option vests over a four-year period based on Mr. Massaro's continuous service through each vesting date, with 25% of the shares vesting on the first anniversary of September 1, 2019, and 1/48th of the shares vesting upon the completion of each month of continuous service thereafter. If Mr. Massaro's service is terminated without "Cause" (as defined below) or for good reason within the 12-month period following a change in control, then 100% of any unvested shares subject to this option shall immediately vest.

On January 21, 2021, Mr. Massaro was granted options to purchase 200,000 shares of the Company's common stock at an exercise price of \$11.84 per share. One-half of the options vest in equal monthly

[Table of Contents](#)

installments over a four year period and one-half of the options vest in equal monthly installments over a five-year period, in each case based on Mr. Massaro's continuous service through each vesting date.

If Mr. Massaro's employment is terminated without "Cause" he will be eligible to receive six months of salary continuation at his then current base salary.

"Cause" is defined as (i) the conviction, or entry of a plea of guilty or nolo contendere, of a felony other than a traffic-related felony) or other crime involving moral turpitude, (ii) the commission of any act or omission involving dishonesty or fraud with respect to the Company, its subsidiaries or any of their customers or suppliers, which involves material harm to the Company or its subsidiaries, (iii) reporting to work under the influence of illegal drugs, (iv) failure to perform duties as reasonably directed by the Company's board of directors which is not cured to the reasonable satisfaction of the Company's board of directors within 10 days after written notice thereof by the Company's board of directors to Mr. Massaro, (v) a breach of fiduciary duty, gross negligence or misconduct which causes material harm to the Company or its subsidiaries, or (vi) any breach of the provisions of the invention assignment and confidentiality agreement between Mr. Massaro and the Company, which is not cured to the reasonable satisfaction of the Company's board of directors within 10 days after written notice thereof by the Company's board of directors to Mr. Massaro.

In addition, on March 30, 2012, Mr. Massaro entered into Flywire's standard Employee Invention Assignment and Confidentiality Agreement, which contains a one-year post-termination non-solicitation provision.

Agreements with Rob Orgel

Flywire entered into an offer letter with Mr. Orgel on October 14, 2019. Pursuant to the terms of the offer letter, Mr. Orgel joined the Company as its President and Chief Operating Officer on November 4, 2019. Mr. Orgel received a base salary at an initial annual rate of \$325,000 per year and is eligible to receive an annual bonus of up to \$175,000, based on his personal performance and that of the Company, subject to approval of the Company's board of directors. Mr. Orgel is eligible to participate in a number of benefit programs.

In addition, pursuant to the terms of the offer letter, on November 1, 2019, Mr. Orgel was granted an option to purchase 255,000 shares of the Company's common stock at an exercise price of \$9.91 per share. The option vests over a four-year period based on Mr. Orgel's continuous service through each vesting date, with 25% of the shares vesting on the first anniversary of November 1, 2019, and 1/48th of the shares vesting upon the completion of each month of continuous service thereafter. In the event the Company is subject to a change in control prior to the termination of Mr. Orgel's service and such change in control occurs prior to the second anniversary of the date of grant, 25% of the shares subject to the option shall become immediately vested, and, if applicable, such acceleration shall also disregard the one-year cliff provision such that a portion of such shares shall accelerate as well. In the event the Company completes a change in control in which other employees receive a comparable 25% vesting acceleration benefit in connection with such change in control, Mr. Orgel will not be eligible for both the 25% acceleration contemplated in the stock option agreement, and the 25% acceleration benefit provided to the other employees; provided however, if the benefit to the other employees is greater than the 25% acceleration benefit provided in the stock option agreement (or occurs after the second anniversary such that the acceleration in the stock option agreement does not apply), then Mr. Orgel will be entitled to that greater acceleration benefit in lieu of the 25% provided in the stock option agreement. Further, if Mr. Orgel terminates his employment without "Cause" or if Mr. Orgel initiates a "Resignation for Good Reason," he will be entitled to six months of accelerated vesting, provided that if such separation occurs within the three months prior to a change in control or within twelve months following a change in control, Mr. Orgel will be entitled to 12 months of accelerated vesting (rather than six), provided in each case that he signs and executes a general release of all claims as further described below.

[Table of Contents](#)

The offer letter provides Mr. Orgel with severance benefits if the Company terminates his employment without "Cause" or if Mr. Orgel resigns for "Good Reason" equal to six month's salary continuation at his then current base salary for either six months following the separation, or for 12 months following the separation if the separation occurs in the three months prior to or in the 12 months following a change in control. Such severance payments are conditioned upon Mr. Orgel executing a general release of all claims that he may have against the Company or persons affiliated with the Company, which such release shall not be revoked by Mr. Orgel. Further, the post-termination exercise period of Mr. Orgel's outstanding options shall be extended from 90 days following the termination date to the lesser of (i) the applicable option term or (ii) one year from his termination date.

"Cause" is defined in the offer letter as Mr. Orgel's (i) material failure to comply with the Company's written policies or rules after being provided written notice and 30 days' opportunity to cure, (ii) conviction of, or plea of "guilty or "no contest" to, a crime involving moral turpitude, deceit, dishonesty or fraud that has caused harm to the Company or any affiliate of the Company, (iii) willful and continued failure to substantially perform (other than by reason of disability) his duties and responsibilities assigned or delegated after receiving written notification of such failure from the Company's board of directors and 30 days' opportunity to cure, (iv) any intentional act of dishonesty, deceit, fraud, moral turpitude, misconduct, breach of trust or acts intentionally against the financial or business interests of the Company, or his use or possession of illegal drugs in the workplace, (v) the material breach of any obligations under any agreement between him and the Company after being provided written notice and 30 days' opportunity to cure, or (vi) failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested his cooperation.

"Resignation for Good Reason" is defined in the offer letter as a separation as a result of Mr. Orgel's resignation within 90 days after a relocation of his principal workplace by more than 50 miles away from the location which he was working immediately prior to the required relocation without his prior consent. A "Resignation for Good Reason" will not be deemed to have occurred unless Mr. Orgel gives the Company written notice of the condition within 90 days after the condition comes into existence and Mr. Orgel obtains actual knowledge of such condition, and the Company fails to remedy the condition within 30 days after receiving his notice.

In addition, on October 16, 2019, Mr. Orgel entered into Flywire's standard Proprietary Rights, Non-Disclosure, Developments, Non-Competition, and Non-Solicitation Agreement, which contains a 12-month post-termination non-solicitation and non-competition provisions, provided that such 12-month period will automatically be extended to two years following the separation date if Mr. Orgel breaches a fiduciary duty to the Company or unlawfully takes, physically or electronically, any property belonging to the Company.

On January 21, 2021, Mr. Orgel was granted an option to purchase 150,000 shares of the Company's common stock at an exercise price of \$11.84 per share. The option vests over a four-year period based on Mr. Orgel's continuous service through each vesting date, with 25% of the shares vesting on the first anniversary of the grant date, and 1/48th of the shares vesting upon the completion of each month of continuous service thereafter.

Agreements with Michael Ellis

Flywire entered into an offer letter with Mr. Ellis on February 10, 2015 when he joined the Company as its Chief Financial Officer. Mr. Ellis received a base salary at an initial annual rate of \$225,000 per year and was eligible to receive an annual bonus equal to up to \$70,000, based on his personal performance and that of the Company. On May 1, 2018, Mr. Ellis's base salary was adjusted to \$270,000 annually, and he is eligible to receive an annual bonus of up to \$100,000. Mr. Ellis is eligible to participate in a number of benefit programs.

[Table of Contents](#)

The offer letter provides Mr. Ellis with severance benefits if the Company terminates his employment without "Cause" within six months following a change of control equal to (i) six months of salary continuation at his then current base salary, plus (ii) COBRA premiums coverage for up to six months. Such severance payments are conditioned upon Mr. Ellis executing a general release of all claims that he may have against the Company or persons affiliated with the Company, which such release shall not be revoked by Mr. Ellis.

"Cause" is defined in the offer letter Mr. Ellis's as (i) material breach of the offer letter or material breach or threatened breach of his confidentiality and assignment agreement, (ii) continuing failure, after notice thereof, to perform his assigned duties (other than any such failure resulting from disability, as defined in the Company's long-term disability insurance policy), (iii) material failure to comply with the Company's written policies or rules, which failure is reasonably likely to harm the Company, as determined by the Company's board of directors in its sole discretion, (iv) conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof or a crime of moral turpitude, or (v) act of gross negligence, willful misconduct, fraud or breach of fiduciary duty in the performance of his employment.

On January 21, 2021, Mr. Ellis was granted an option to purchase 65,000 shares of the Company's common stock at an exercise price of \$11.84 per share. The option vests over a four-year period based on Mr. Ellis's continuous service through each vesting date, with 25% of the shares vesting on the first anniversary of the grant date, and 1/48th of the shares vesting upon the completion of each month of continuous service thereafter.

In addition, on April 23, 2015, Mr. Ellis entered into Flywire's standard Employee Invention Assignment and Confidentiality Agreement, which contains a one-year post-termination non-solicitation provision.

Outstanding Equity Awards at 2020 Year End

The following table presents information regarding outstanding equity awards held by the named executive officers as of December 31, 2020.

Name	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$)	Option Expiration Date
Michael Massaro	337,989(1)(2)	0	0.61	3/11/2024
Michael Massaro	86,359(2)(3)	0	1.06	4/29/2025
Michael Massaro	35,911(2)(3)	0	1.06	4/29/2025
Michael Massaro	77,055(2)(4)	0	1.77	5/24/2026
Michael Massaro	77,866(2)(4)	0	1.77	5/24/2026
Michael Massaro	130,855(2)(5)	154,647	9.83	2/27/2029
Michael Massaro	31,533(2)(6)(11)	69,375	9.91	10/31/2029
Rob Orgel	69,062(7)(8)(12)(13)	185,938	9.91	10/31/2029
Michael Ellis	125,270(8)(9)	0	1.06	4/29/2025
Michael Ellis	35,208(8)(10)	29,792	9.83	11/27/2028

(1) The vesting commencement date is December 13, 2013.

(2) The option vests monthly over a four-year period based on the officer's continuous service through each vesting commencement, with 1/48th of the shares vesting on the monthly anniversary of the vesting commencement date.

(3) The vesting commencement date is June 1, 2015.

(4) The vesting commencement date is February 1, 2016.

(5) The vesting commencement date is February 28, 2019.

Table of Contents

- (6) The vesting commencement date is September 1, 2019.
- (7) The vesting commencement date is November 1, 2019.
- (8) The option vests over a four-year period based on the officer's continuous service through each vesting date, with 25% of the shares vesting following completion of one year of service after the vesting commencement date indicated above, and 1/48th of the shares vesting on the same day of every month thereafter.
- (9) The vesting commencement date is April 20, 2015.
- (10) The vesting commencement date is October 3, 2018.
- (11) In addition, 100% of any unvested shares shall accelerate and become fully vested in the event that the officer is terminated without cause or resigns for good reason within the 12 month period following a change in control.
- (12) In addition, in the event there is a change in control while the officer is still providing services to the Company prior to the second anniversary of the vesting commencement date indicated above, then vesting will be accelerated such that the option will be vested with respect to an additional 25% of the shares and such acceleration shall also disregard the one year cliff. In the event officer is terminated without cause or resigns for good reason, such shares will receive 6 months of accelerated vesting; provided, in the event the officer is terminated without cause or resigns for good reason within the three months prior to a change in control or within the 12 months following a change in control, such shares will receive 12 months of accelerated vesting (rather than 6).
- (13) Pursuant to the terms of Mr. Orgel's offer letter, in the event the Company completes a change in control in which other employees receive a comparable 25% vesting acceleration benefit in connection with such change in control, Mr. Orgel will not be eligible for both the 25% acceleration contemplated in the stock option agreement, and the 25% acceleration benefit provided to the other employees; provided however, if the benefit to the other employees is greater than the 25% acceleration benefit provided in the stock option agreement (or occurs after the second anniversary such that the acceleration in the stock option agreement does not apply), then Mr. Orgel will be entitled to that greater acceleration benefit in lieu of the 25% provided in the stock option agreement.

Employee Benefit and Stock Plans

We believe that our ability to grant equity-based awards is a valuable compensation tool that enables us to attract, retain, and motivate our employees, consultants, and directors by aligning their financial interests with those of our stockholders. The principal features of our equity incentive plans are summarized below. These summaries are qualified in their entirety by reference to the actual text of the plans, which are filed as exhibits to the registration statement of which this prospectus is a part.

2009 Equity Incentive Plan

Our board of directors adopted and our stockholders approved our 2009 Equity Incentive Plan (as amended and restated from time to time, the 2009 Plan) in August 2009. No further awards are currently being made under our 2009 Plan; however, awards outstanding under our 2009 Plan will continue to be governed by their existing terms.

Share reserve. As of December 31, 2020, we have reserved 2,968,147 shares of our common stock for issuance under our 2009 Plan, all of which have been issued and are outstanding, none of which remain available for future issuance. As of December 31, 2020, options to purchase 2,968,147 shares of our common stock, at exercise prices ranging from \$0.01 to \$9.83 per share, or a weighted-average exercise price of \$2.16 per share were outstanding under our 2009 Plan. Unissued shares subject to awards that expire or are cancelled, shares reacquired by us and shares withheld in payment of the purchase price or exercise price of an award or in satisfaction of withholding taxes will again become available for issuance under our 2018 Plan or, following consummation of this offering, under our 2021 Plan.

Administration. Our board of directors, or a committee thereof, has administered our 2009 Plan since its adoption; however, following this offering, the compensation committee of our board of directors will generally administer our 2009 Plan. The administrator has complete discretion to make all decisions relating to our 2009 Plan and outstanding awards.

Eligibility. Employees, officers, directors, advisors and consultants are eligible to participate in our 2009 Plan. However, only employees are eligible to receive incentive stock options.

[Table of Contents](#)

Types of awards. Our 2009 Plan provides for the following types of awards granted with respect to shares of our common stock:

- incentive and nonstatutory stock options to purchase shares of our common stock; and
- direct award or sale of shares of our common stock, including restricted shares.

Options. The exercise price for options granted under our 2009 Plan is determined by our board of directors, but the exercise price of incentive stock options may not be less than 100% of the fair market value of our common stock on the grant date. Optionees may pay the exercise price in cash or cash equivalents or by one, or any combination of, the following forms of payment, as permitted by the administrator in its sole and absolute discretion:

- delivery of a full-recourse promissory note, and check in an amount equal to the par value of the shares purchased;
- an immediate sale of the option shares through a company-approved broker, if the shares of our common stock are publicly traded;
- delivery of shares of common stock that the optionee already owns; or
- other methods permitted by law as our board of directors may determine.

Options vest as determined by the administrator. In general, we have granted options that vest over a four-year period. Options expire at the time determined by the administrator, but in no event more than ten years after they are granted. If the employment or engagement of an optionee is terminated for cause, our board of directors may terminate the option such that it is not exercisable whatsoever.

Restricted shares. Restricted shares may be awarded or sold under our 2009 Plan in return for cash or cash equivalents and the right of the Company to repurchase all or part of such shares at their issue price or other stated formula price. Restricted shares vest as determined by the administrator.

Corporate transactions. In the event that we are a party to a merger or consolidation or in the event of a sale of all or substantially all of our stock or assets, awards granted under our 2009 Plan will be subject to the agreement governing such transaction or, in the absence of such agreement, in the manner determined by the administrator. Such treatment may include one or more of the following with respect to outstanding awards:

- the continuation, assumption or substitution of an award by the surviving entity or its parent;
- cancellation of the vested portion of the award in exchange for a payment equal to the excess, if any, of the value of the shares subject to the award over any exercise price per share applicable to the award; or
- cancellation of the award immediately prior to the completion of the transaction;
- permit the exchange of the award for stock option of any successor corporation;
- provide for termination of an award immediately prior to the transaction; or
- provide for purchase of award for an amount equal to the difference between consideration received per share in the transaction minus the per share exercise period.

The administrator is not obligated to treat all awards in the same manner. The administrator has the discretion, at any time, to provide that an award under our 2009 Plan will vest on an accelerated basis in connection with a corporate transaction or to amend or modify an award so long as such

amendment or modification is not inconsistent with the terms of the 2009 Plan or would not result in the impairment of a participant's rights without the participant's consent.

Changes in capitalization. In the event of certain specified changes in the capital structure of our common stock, such as a stock split, reverse stock split, stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off, split-up, or other similar change in capitalization or similar event, proportionate adjustments will automatically be made in (i) each of the number and class of shares available for future grants under our 2009 Plan and the per-participant share limit, (ii) the number and class of securities, vesting schedule and exercise price per share subject to each outstanding option, (iii) the repurchase price per security granted under our 2009 Plan subject to repurchase, and (iv) any other way as other determined by our board of directors, in good faith, that such an adjustment (or substitution) is appropriate.

Amendments or termination. The administrator may at any time amend, suspend or terminate our 2009 Plan, subject to stockholder approval in the case of an amendment if the amendment increases the number of shares available for issuance or materially changes the class of persons eligible to receive incentive stock options, or as otherwise required by law. Our 2009 Plan automatically terminated in 2018, but as noted above, awards outstanding under our 2009 Plan remain outstanding and continue to be governed by their existing terms.

2018 Stock Incentive Plan

Our board of directors adopted and our stockholders approved our 2018 Stock Incentive Plan in November 2018 (as amended and restated from time to time, the 2018 Plan). No further awards will be made under our 2018 Plan after this offering; however, awards outstanding under our 2018 Plan will continue to be governed by their existing terms.

Share reserve. As of December 31, 2020, we have reserved 9,977,175 shares of our common stock for issuance under our 2018 Plan, plus such number as is equal to the number of shares of our common stock subject to awards granted under the 2009 Plan which awards expire, terminate or are otherwise surrendered, cancelled, forfeited or repurchased by the Company at their original purchase price pursuant to a contractual repurchase right, subject, however, in the case of incentive stock options to any limitations in the Code. As of December 31, 2020, options to purchase 2,605,968 shares of our common stock, at exercise prices ranging from \$9.83 to \$11.84 per share, or a weighted-average exercise price of \$10.52 per share were outstanding under our 2018 Plan, and 785,252 shares of our common stock remained available for future issuance. Unissued shares subject to awards that expire or are cancelled, shares reacquired by us and shares withheld in payment of the purchase price or exercise price of an award or in satisfaction of withholding taxes will again become available for issuance under our 2018 Plan or, following consummation of this offering, under our 2021 Plan.

Administration. Our board of directors, or a committee thereof, has administered our 2018 Plan since its adoption; however, following this offering, the compensation committee of our board of directors will generally administer our 2018 Plan. The administrator has complete discretion to make all decisions relating to our 2018 Plan and outstanding awards.

Eligibility. Employees, officers, directors, advisors and consultants are eligible to participate in our 2018 Plan. However, only employees are eligible to receive incentive stock options.

Types of awards. Our 2018 Plan provides for the following types of awards granted with respect to shares of our common stock:

- incentive and nonstatutory stock options to purchase shares of our common stock;
- stock appreciation rights;

[Table of Contents](#)

- direct award or sale of shares of our common stock, including restricted shares; and
- restricted stock units.

Options and stock appreciation rights. The exercise price for options and stock appreciation rights granted under our 2018 Plan is determined by our board of directors, but may not be less than 100% of the fair market value of our common stock on the grant date. The exercise price may be paid in cash or cash equivalents or by one, or any combination of, the following forms of payment, as permitted by the administrator in its sole discretion:

- payment by cash or by check;
- an immediate sale of the option shares through a company-approved broker, if the shares of our common stock are publicly traded;
- delivery of shares of common stock that the optionee already owns, if the shares of our common stock are publicly traded;
- surrendering a number of vested shares subject to the option having an aggregate fair market value no greater than the aggregate exercise price, or the sum of such exercise price plus all or a portion of the minimum amount required to be withheld under applicable law;
- delivery of a promissory note, on terms determined by our board of directors;
- other methods permitted by law; or
- combination of any of the permitted forms of payment.

In general, we have granted options that vest over a four year period.

Restricted shares and restricted stock units. Restricted shares and stock units may be awarded under our 2018 Plan in return for any lawful consideration, and participants who receive restricted shares or stock units generally are not required to pay cash for their awards. In general, these awards will be subject to vesting.

Corporate transactions. In the event that we are a party to a merger or consolidation or in the event of a sale of all or substantially all of our stock or assets, awards granted under our 2018 Plan will be subject to the agreement governing such transaction or, in the absence of such agreement, in the manner determined by the administrator. Such treatment may include, without limitation, one or more of the following with respect to outstanding awards:

- the continuation, assumption or substitution of an award by the surviving entity or its parent;
- cancellation of any unvested/unexercised awards if not exercised within a specified period following notice of such cancellation to the participant; or
- cancellation of the vested portion of the award in exchange for a payment equal to the excess, if any, of the value of the shares subject to the award over any exercise price per share applicable to the award.

The administrator is not obligated to treat all awards in the same manner. The administrator has the discretion, at any time, to provide that an award under our 2018 Plan will vest on an accelerated basis in connection with a corporate transaction or to amend or modify an award so long as such amendment or modification is not inconsistent with the terms of the 2018 Plan or would not result in the impairment of a participant's rights without the participant's consent.

Changes in capitalization. In the event of certain specified changes in the capital structure of our common stock, such as a stock split, reverse stock split, stock dividend, reclassification, combination of shares, spin-off, or any dividend or distribution to holders of our common stock other than an ordinary cash dividend, proportionate adjustments will automatically be made in (i) each of the number and kind of shares available for future grants under our 2018 Plan, (ii) the number and kind of shares covered by each outstanding option and all restricted shares, (iii) the exercise price per share subject to each outstanding option, (iv) the number and per-share provisions and the measurement price of each outstanding stock appreciation right, (v) any repurchase price applicable to shares granted under our 2018 Plan, and (vi) the share and per-share-related provisions and the purchase price, if any, of each outstanding restricted stock unit.

Amendments or termination. The administrator may at any time amend, suspend or terminate our 2018 Plan, subject to stockholder approval in the case of an amendment if the amendment materially changes the class of persons eligible to receive incentive stock options or as otherwise required by applicable law. Our 2018 Plan will terminate automatically ten years after the earlier of the date when our board of directors adopted the plan or the date when the plan was approved by our stockholders, provided, however, that in any event, it will terminate upon the completion of this offering, but as noted above, awards outstanding under our 2018 Plan will remain outstanding and will continue to be governed by their existing terms.

2021 Equity Incentive Plan

Our board of directors intends to adopt our 2021 Plan, prior to the offering, and it will be submitted to our stockholders for approval. We expect that our 2021 Plan will become effective upon the effectiveness of the registration statement of which this prospectus is a part. Our 2021 Plan is intended to replace our 2018 Plan. However, awards outstanding under our 2018 Plan will continue to be governed by their existing terms. Although not yet adopted, we expect that our 2021 Plan will have the features described below.

Share Reserve. The number of shares of our common stock available for issuance under our 2021 Plan will equal the sum of 9,201,156 shares plus up to 6,047,227 shares remaining available for issuance under, or issued pursuant to or subject to awards granted under, our 2018 Plan. The number of shares reserved for issuance under our 2021 Plan will be increased automatically on the first business day of each of our fiscal years, commencing in 2021 and ending in 2031, by a number equal to the smallest of:

- 5% of the shares of common stock and non-voting common stock outstanding on the last business day of the prior fiscal year; or
- the number of shares determined by our board of directors.

In general, to the extent that any awards under our 2021 Plan are forfeited, terminate, expire or lapse without the issuance of shares, or if we repurchase the shares subject to awards granted under our 2021 Plan, those shares will again become available for issuance under our 2021 Plan, as will shares applied to pay the exercise or purchase price of an award or to satisfy tax withholding obligations related to any award.

Administration. The compensation committee of our board of directors will administer our 2021 Plan. The compensation committee will have complete discretion to make all decisions relating to our 2021 Plan and outstanding awards, including repricing outstanding options and modifying outstanding awards in other ways.

Eligibility. Employees, non-employee directors, consultants and advisors will be eligible to participate in our 2021 Plan.

[Table of Contents](#)

Under our 2021 Plan, the aggregate grant date fair value of awards granted to our non-employee directors may not exceed \$750,000 in any one fiscal year, except that the grant date fair value of awards granted to newly appointed non-employee directors may not exceed \$1,000,000 in the fiscal year in which such non-employee director is initially appointed to our board of directors.

Types of awards. Our 2021 Plan will provide for the following types of awards:

- incentive and nonstatutory stock options;
- stock appreciation rights;
- restricted shares; and
- stock units.

Options and stock appreciation rights. The exercise price for options granted under our 2021 Plan may not be less than 100% of the fair market value of our common stock on the grant date. Optionees will be permitted to pay the exercise price in cash or, with the consent of the compensation committee:

- with shares of common stock that the optionee already owns;
- by an immediate sale of shares through a broker approved by us;
- by instructing us to withhold a number of shares having an aggregate fair market value that does not exceed the exercise price; or
- by other methods permitted by applicable law.

An optionee who exercises a stock appreciation right receives the increase in value of our common stock over the base price. The base price for stock appreciation rights may not be less than 100% of the fair market value of our common stock on the grant date. The settlement value of a stock appreciation right may be paid in cash, shares of our common stock or a combination.

Options and stock appreciation rights vest as determined by the compensation committee. In general, they will vest over a four-year period following the date of grant. Options and stock appreciation rights expire at the time determined by the compensation committee but in no event more than ten years after they are granted. These awards generally expire earlier if the participant's service terminates earlier.

Restricted shares and stock units. Restricted shares and stock units may be awarded under our 2021 Plan in return for any lawful consideration, and participants who receive restricted shares or stock units generally are not required to pay cash for their awards. In general, these awards will be subject to vesting. Vesting may be based on length of service, the attainment of performance-based milestones or a combination of both, as determined by the compensation committee.

Corporate transactions. In the event we are a party to a merger, consolidation or certain change in control transactions, outstanding awards granted under our 2021 Plan, and all shares acquired under our 2021 Plan, will be subject to the terms of the definitive transaction agreement (or, if there is no such agreement, as determined by our compensation committee). Unless an award agreement provides otherwise, such treatment may include any of the following with respect to each outstanding award:

- the continuation, assumption or substitution of an award by a surviving entity or its parent;
- the cancellation of an award without payment of any consideration;
- the cancellation of the vested portion of an award (and any portion that becomes vested as of the effective time of the transaction) in exchange for a payment equal to the excess, if any, of

[Table of Contents](#)

the value that the holder of each share of our common stock receives in the transaction over (if applicable) the exercise price otherwise payable in connection with the award; or

- the assignment of any reacquisition or repurchase rights held by us in respect of an award of restricted shares to the surviving entity or its parent (with proportionate adjustments made to the price per share to be paid upon exercise of such rights).

The compensation committee is not required to treat all awards, or portions thereof, in the same manner.

The vesting of an outstanding award may be accelerated by the administrator upon the occurrence of a change in control, whether or not the award is to be assumed or replaced in the transaction, or in connection with a termination of service following a change in control transaction.

A change in control includes:

- any person acquiring beneficial ownership of more than 50% of our total voting power;
- the sale or other disposition of all or substantially all of our assets; or
- our merger or consolidation after which our voting securities represent 50% or less of the total voting power of the surviving or acquiring entity.

Changes in capitalization. In the event of certain changes in our capital structure without our receipt of consideration, such as a stock split, reverse stock split or dividend paid in common stock, proportionate adjustments will automatically be made to:

- the maximum number and kind of shares available for issuance under our 2021 Plan, including the maximum number and kind of shares that may be issued upon the exercise of incentive stock options;
- the maximum number and kind of shares covered by, and exercise price, base price or purchase price, if any, applicable to each outstanding stock award; and
- the maximum number and kind of shares by which the share reserve may increase automatically each year.

In the event that there is a declaration of an extraordinary dividend payable in a form other than our common stock in an amount that has a material effect on the price of our common stock, a recapitalization, a spin-off or a similar occurrence, the compensation committee may make such adjustments to any of the foregoing as it deems appropriate, in its sole discretion.

Amendments or termination. Our board of directors may amend, suspend or terminate our 2021 Plan at any time. If our board of directors amends our 2021 Plan, stockholder approval of the amendment is not needed unless required by applicable law, regulation or rules. Our 2021 Plan will terminate automatically 10 years after the later of the date when our board of directors adopted our 2021 Plan or approved the latest share increase that was also approved by our stockholders.

2021 Employee Stock Purchase Plan

General. Our board of directors intends to adopt our ESPP. Our ESPP will become effective as of the effective date of the registration statement of which this prospectus is a part. Our ESPP is intended to qualify under Section 423 of the Internal Revenue Code. Our ESPP has the features described below.

Share Reserve. 1,639,810 shares of our common stock have been reserved for issuance under our ESPP. The number of shares reserved for issuance under our ESPP will automatically be

[Table of Contents](#)

increased on the first business day of each of our fiscal years, commencing in 2022 and ending in 2041, by a number equal to the least of:

- 2,000,000 shares;
- 1% of the shares of common stock and non-voting common stock issued and outstanding on the last business day of the prior fiscal year; or
- the number of shares determined by our board of directors.

The number of shares reserved under our ESPP will automatically be adjusted in the event of a stock split, stock dividend or a reverse stock split (including an adjustment to the per-purchase period share limit).

Administration. The compensation committee of our board of directors will administer our 2021 ESPP.

Eligibility. All of our employees will be eligible to participate in our ESPP, although the administrator may exclude certain categories of employees from an offering period, as permitted by applicable law, including employees employed for less than two years, working less than 20 hours per week, who are employed less than five months per year, or are highly compensated employees. Eligible employees may begin participating in our ESPP at the start of any offering period.

Offering Periods. Each offering period will last a number of months determined by the compensation committee, not to exceed 27 months. A new offering period will begin periodically, as determined by the compensation committee. Offering periods may overlap or may be consecutive.

Amount of Contributions. Our ESPP will permit each eligible employee to purchase common stock through payroll deductions. Each employee's payroll deductions may not exceed 15% of the employee's cash compensation. Each participant may purchase up to the number of shares determined by our board of directors on any purchase date, not to exceed 3,000 shares. The value of the shares purchased in any calendar year may not exceed \$25,000. Participants may withdraw their contributions at any time before stock is purchased.

Purchase Price. The price of each share of common stock purchased under our 2021 ESPP will not be less than 85% of the lower of the fair market value per share of common stock on the first day of the applicable offering period or the fair market value per share of common stock on the purchase date.

Other Provisions. Employees may end their participation in our ESPP at any time. Participation ends automatically upon termination of employment with us. If we experience a change in control, our ESPP will end and shares will be purchased with the payroll deductions accumulated to date by participating employees, unless the rights to purchase our common stock under the ESPP for an offering period then in progress are continued, assumed or substituted by the surviving entity. Our board of directors or our compensation committee may amend or terminate our ESPP at any time.

401(k) Plan

We have established a 401(k) tax-deferred savings plan, which permits participants, including our named executive officers, to make contributions by salary deduction pursuant to Section 401(k) of the Internal Revenue Code. We are responsible for administrative costs of the 401(k) plan. We may, at our discretion, make matching contributions to the 401(k) plan. Through December 31, 2020, we have contributed approximately \$1.8 million in employer matching contributions.

Limitations on Liability and Indemnification Matters

Section 145 of the DGCL authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The

[Table of Contents](#)

terms of Section 145 of the DGCL are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act.

As permitted by the Delaware General Corporation Law, our amended and restated certificate of incorporation and amended and restated bylaws contain provisions relating to the limitation of liability and indemnification of directors and officers. The amended and restated certificate of incorporation provides that our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- in respect of unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; or
- for any transaction from which the director derives any improper personal benefit.

Our amended and restated certificate of incorporation also provides that if Delaware law is amended after the approval by our stockholders of the certificate of incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law.

Our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with their service for or on our behalf. Our amended and restated bylaws provide that we shall advance the expenses incurred by a director or officer in advance of the final disposition of an action or proceeding, and permit us to secure insurance on behalf of any director, officer, employee, or other enterprise agent for any liability arising out of his or her action in that capacity, whether or not Delaware law would otherwise permit indemnification.

We intend to enter into indemnification agreements with each of our directors and executive officers and certain other key employees, a form of which is attached as Exhibit 10.1. The form of agreement provides that we will indemnify each of our directors, executive officers and such other key employees against any and all expenses incurred by that director, executive officer, or other key employee because of his or her status as one of our directors, executive officers, or other key employees, to the fullest extent permitted by Delaware law, our restated certificate of incorporation and our amended and restated bylaws. In addition, the form agreement provides that, to the fullest extent permitted by Delaware law, we will advance all expenses incurred by our directors, executive officers and other key employees in connection with a legal proceeding.

Reference is made to the underwriting agreement contained in Exhibit 1.1 to this registration statement, indemnifying our directors and officers against limited liabilities. In addition, Section 2.8 of our amended and restated investors' rights agreement contained in Exhibit 4.2 to this registration statement provides for indemnification of certain of our stockholders against liabilities described in our amended and restated investors' rights agreement.

We currently carry and intend to continue to carry liability insurance for our directors and officers.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

We describe below transactions since January 1, 2018, to which we were a party or will be a party, in which the amounts involved exceeded or will exceed \$120,000 and any of our directors, executive officers, or beneficial holders of more than 5% of any class of our capital stock had or will have a direct or indirect material interest. Other than as described below, there have not been transactions to which we have been a party other than compensation arrangements, which are described under “Executive Compensation.”

Series F Preferred Stock Financing

In February 2021, we sold an aggregate of 857,312 shares of our Series F preferred stock at a purchase price of \$69.9862 per share for an aggregate purchase price of approximately \$60.0 million. Each share of our Series F preferred stock converts automatically into one share of our common stock immediately prior to the completion of this offering.

The purchasers of our Series F preferred stock are entitled to specified registration rights. For additional information, see “Description of Capital Stock—Registration Rights.” See the section titled “Principal Stockholders” for more details regarding the shares held by certain of these entities.

The following table summarizes the Series F preferred stock purchased by affiliates of members of our board of directors and holders of more than 5% of our outstanding capital stock:

<u>Name of Stockholder</u>	<u>Shares of Series F Preferred Stock</u>	<u>Total Purchase Price(\$)</u>
Entities affiliated with Spark Capital(1)	136,095	9,524,772
Entities affiliated with Goldman Sachs(2)	57,375	4,015,458
Ossa Investments Pte. Ltd.	48,327	3,382,223

(1) Consists of shares held by Spark Capital Growth Fund L.P., Spark Capital Growth Founders' Fund, L.P., Spark Capital II, L.P. and Spark Capital Founders' Fund II, L.P., which collectively hold more than 5% of our outstanding capital stock. Alex Finkelstein, a member of our board of directors, is a general partner of Spark Capital and a designee of Spark Capital.

(2) Consists of shares held by Goldman Sachs PSI Global Holdings, LLC, StoneBridge 2020, L.P. and StoneBridge 2020 Offshore Holdings II, L.P., which collectively hold more than 5% of our outstanding capital stock. Jo Natauri, a member of our board of directors, is a managing director and designee of Goldman Sachs.

Series E Preferred Stock Financing

In February 2020, we sold an aggregate of 1,750,514 shares of our Series E-1 preferred stock and 1,996,126 shares of our Series E-2 preferred stock, each at a purchase price of \$32.0287 per share for an aggregate purchase price of approximately \$120.0 million. Each share of our Series E-1 preferred stock automatically converts into one share of our common stock immediately prior to the completion of this offering and each share of our Series E-2 preferred stock converts automatically into one share of our non-voting common stock immediately prior to the completion of this offering.

The purchasers of our Series E-1 preferred stock and Series E-2 preferred stock are entitled to specified registration rights. For additional information, see “Description of Capital Stock—Registration Rights.” See the section titled “Principal Stockholders” for more details regarding the shares held by certain of these entities.

[Table of Contents](#)

The following table summarizes the Series E-1 preferred stock and Series E-2 preferred stock purchased by affiliates of members of our board of directors and holders of more than 5% of our outstanding capital stock:

Name of Stockholder	Shares of Series E-1 Preferred Stock	Shares of Series E-2 Preferred Stock	Total Purchase Price(\$)
Entities affiliated with Goldman Sachs ⁽¹⁾	969,964	1,371,686	75,000,005
Ossa Investments Pte. Ltd.		624,440	20,000,001

(1) Consists of shares held by Goldman Sachs PSI Global Holdings, LLC, StoneBridge 2020, L.P. and StoneBridge 2020 Offshore Holdings II, L.P., which collectively hold more than 5% of our outstanding capital stock. Jo Natauri, a member of our board of directors, is a managing director and designee of Goldman Sachs.

Series D Preferred Stock Financing

In July 2018, we sold an aggregate of 2,208,334 shares of our Series D preferred stock to Ossa Investments Pte. Ltd (Ossa), at a purchase price of \$22.6415 per share for an aggregate purchase price of approximately \$50.0 million. Each share of our Series D preferred stock converts automatically into one share of our common stock immediately prior to the completion of this offering.

The purchasers of our Series D preferred stock are entitled to specified registration rights. For additional information, see "Description of Capital Stock—Registration Rights." See the section titled "Principal Stockholders" for more details regarding the shares held by certain of these entities.

Secondary Sales

On February 23, 2021, certain members of our management and Board of Directors, in a series of individual transactions, sold an aggregate of 401,706 shares of our common stock to certain of our existing investors at a purchase price of \$66.9862 per share, for an aggregate purchase price of approximately \$26.7 million. No seller sold more than 10% of their total holdings or equity or 15% of their vested equity.

Agreements with Stockholders

Investors' Rights Agreement

We have entered into an amended and restated investors' rights agreement with certain holders of our preferred stock, including entities with which certain of our directors are affiliated. These stockholders are entitled to rights with respect to the registration of their shares following this offering. For a description of these registration rights, see the section titled "Description of Capital Stock—Registration Rights." Other than these registration rights, all other terms of the amended and restated investors' rights agreement will terminate in connection with this offering.

Voting Agreement

We have entered into a voting agreement with certain holders of our preferred stock, including entities with which certain of our directors are affiliated. Under our voting agreement, certain holders of our capital stock have agreed as to the manner in which they will vote their shares of our capital stock on certain matters, including with respect to the election of directors. The voting agreement will terminate upon the completion of this offering, at which time there will be no further contractual obligations regarding the manner in which shares are voted with respect to the election of our directors.

Right of First Refusal and Co-Sale Agreement

We have entered into a first refusal and co-sale agreement with certain holders of our preferred stock, including entities with which certain of our directors are affiliated. Under our first refusal and co-sale agreement, certain holders of our capital stock have the right of first refusal and co-sale relating to the shares of our common stock held by the parties to the agreement. Upon the consummation of this offering our first refusal and co-sale agreement will terminate.

Indemnification Agreements

We will enter into indemnification agreements with each of our directors and executive officers. The indemnification agreements and our restated bylaws will require us to indemnify our directors to the fullest extent not prohibited by DGCL. Subject to very limited exceptions, our restated bylaws will also require us to advance expenses incurred by our directors and officers. For more information regarding these agreements, see the section titled “Executive Compensation—Limitations on Liability and Indemnification Matters.”

Policies and Procedures for Related Party Transactions

Effective upon the completion of this offering, we intend to adopt a formal written policy providing that we are not permitted to enter into any transaction that exceeds \$120,000 and in which any related person has a direct or indirect material interest without the consent of our audit committee. Our audit committee will have the primary responsibility for reviewing and approving or disapproving such “related party transactions.” The charter of our audit committee will provide that our audit committee shall review and approve in advance any related party transaction. In approving or rejecting any such transaction, our audit committee is to consider the relevant facts and circumstances available and deemed relevant to our audit committee, including whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related person's interest in the transaction.

All of the transactions described in this section were entered into prior to the adoption of this policy. Although we have not had a written policy for the review and approval of transactions with related persons, our board of directors has historically reviewed and approved any transaction where a director or officer had a financial interest, including all of the transactions described above. Prior to approving such a transaction, the material facts as to the relationship or interest of the relevant director, officer or holder of 5% or more of any class of our voting securities in the agreement or transaction was disclosed to our board of directors. Our board of directors took this information into account when evaluating the transaction and in determining whether such transaction was fair to us and in the best interest of all our stockholders.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock and non-voting common stock as of April 23, 2021, and as adjusted to reflect the sale of common stock in this offering, for:

- each of our named executive officers;
- each of our directors;
- all of our current directors and executive officers as a group; and
- each person, or group of affiliated persons, who beneficially owned more than 5% of our common stock and non-voting common stock.

We have determined beneficial ownership in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares of common stock and non-voting common stock that they beneficially owned, subject to applicable community property laws. Applicable percentage ownership is based on 35,670,088 shares of our common stock and _____ shares of our non-voting common stock outstanding as of April 23, 2021, and assumes the conversion of all outstanding shares of preferred stock into an aggregate of 22,673,439 shares of our common stock and _____ shares of our non-voting common stock. In computing the number of shares of common stock and non-voting common stock beneficially owned by a person and the percentage ownership of that person, we deemed to be outstanding all shares of common stock subject to options held by that person or entity that are currently exercisable or that will become exercisable within 60 days of April 23, 2021. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the address of each beneficial owner in the table below is c/o Flywire Corporation, 141 Tremont St #10, Boston, MA 02111.

Name Of Beneficial Owner	Shares Beneficially Owned Prior To This Offering					Shares Beneficially Owned After This Offering				
	Voting Common Stock		Non-voting Common Stock		% Of Total Outstanding Capital Stock Before This Offering	Voting Common Stock		Non-voting Common Stock		% Of Total Outstanding Capital Stock After This Offering
	Shares	%	Shares	%		Shares	%	Shares	%	
5% or Greater Stockholders										
Entities affiliated with Spark Capital ⁽¹⁾	5,184,749	14.5%	-	-	14.5%	5,184,749	14.5%	-	-	-
Ossa Investments Pte. Ltd. ⁽²⁾	4,169,631	11.7%	-	-	11.7%	4,169,631	11.7%	-	-	-
F-Prime Capital Partners ⁽³⁾	2,486,776	7.0%	-	-	7.0%	2,486,776	7.0%	-	-	-
Entities affiliated with Goldman Sachs ⁽⁴⁾	2,399,025	6.7%	-	-	6.7%	2,399,025	6.7%	-	-	-
Entities affiliated with Bain Capital Venture Investors, LLC ⁽⁵⁾	5,513,288	15.5%	-	-	15.5%	5,513,288	15.5%	-	-	-
Named Executive Officers, Other Officers, and Directors:										
Michael Massaro ⁽⁶⁾	938,670	2.6%	-	-	2.6%	938,670	2.6%	-	-	-
Rob Orgel ⁽⁷⁾	60,937	*	-	-	*	60,937	*	-	-	-
Michael Ellis ⁽⁸⁾	143,076	*	-	-	*	143,076	*	-	-	-
Alex Finkelstein ⁽¹⁾	5,184,749	14.5%	-	-	14.5%	5,184,749	14.5%	-	-	-
Matt Harris ⁽⁵⁾	5,513,288	15.5%	-	-	15.5%	5,513,288	15.5%	-	-	-
Jo Natauri	-	*	-	-	*	-	*	-	-	-
Phillip Riese ⁽⁹⁾	161,032	*	-	-	*	161,032	*	-	-	-
Edwin Santos	-	*	-	-	*	-	*	-	-	-
All executive officers and directors as a group (12 persons)⁽¹⁰⁾	11,966,613	35.2%	-	-	35.2%	11,966,613	35.2%	-	-	-

Table of Contents

- (1) Consists of (i) _____ shares of our common stock held by Spark Capital Growth Fund, L.P., (ii) _____ shares of our common stock held by Spark Capital Growth Founders' Fund, L.P., (iii) _____ shares of our common stock held by Spark Capital II, L.P. and (iv) _____ shares of our common stock held by Spark Capital Founders' Fund II, L.P. Spark Management Partners II, LLC is the general partner of each of Spark Capital II, L.P. and Spark Capital Founders' Fund II, L.P. and Spark Growth Management Partners, LLC is the general partner of each of Spark Capital Growth Fund, L.P. and Spark Capital Growth Founders' Fund, L.P. Paul Conway, Bijan Sabet, Santo Politi, and Alexander J. Finkelstein are the managing members of each of Spark Management Partners II, LLC and Spark Growth Management Partners, LLC and hold voting and dispositive power over the shares held by each of Spark Capital II, L.P., Spark Capital Founders' Fund II, L.P., Spark Capital Growth Fund, L.P. and Spark Capital Growth Founders' Fund, L.P. The address for these entities is 137 Newbury Street, 8th Floor, Boston, Massachusetts 02116.
- (2) Consists of _____ shares of our common stock and _____ shares of our non-voting common stock held by Ossa Investments Pte. Ltd. Ossa Investments Pte. Ltd. is a direct wholly-owned subsidiary of Hotham Investments Pte Ltd (Hotham), which in turn is a direct wholly-owned subsidiary of Fullerton Management Pte Ltd (Fullerton), which in turn is a direct wholly-owned subsidiary of Temasek Holdings (Private) Limited (Temasek). In such capacities, each of Hotham, Fullerton and Temasek may be deemed to have voting and dispositive power over the shares held by Ossa Investments Pte. Ltd. The address for Ossa Investments Pte. Ltd., Fullerton and Temasek is 60B Orchard Road #06-18 Tower 2, The Atrium@Orchard, Singapore 238891.
- (3) Consists of _____ shares of our common stock held by F-Prime Capital Partners Tech Fund LP. F-Prime Capital Partners Tech Advisors Fund LP is the general partner of F-Prime Capital Partners Tech Fund LP. F-Prime Capital Partners Tech Advisors Fund LP is solely managed by Impresa Management LLC, the managing member of its general partner and its investment manager. Impresa Management LLC is owned, directly or indirectly, by various shareholders and employees of FMR LLC. The address of these entities is 245 Summer Street, Boston, MA 02210.
- (4) Consists of _____ shares of common stock and _____ shares of our non-voting common stock held by Goldman Sachs PSI Global Holdings, LLC, StoneBridge 2020, L.P. and StoneBridge 2020 Offshore Holdings II, L.P., (collectively, the GS Entities). Affiliates of Goldman Sachs and The Goldman Sachs Group, Inc. are the general partner, managing partner, managing member or investment manager of each of the GS Entities, and the GS Entities may share voting and investment power with certain of their respective affiliates. Goldman Sachs is a direct and indirect wholly owned subsidiary of The Goldman Sachs Group, Inc. Jo Natauri is a Managing Director of Goldman Sachs. The address of the GS Entities and Ms. Natauri is 200 West Street, New York, NY 10282.
- (5) Consists of (i) _____ shares of our common stock held by Bain Capital Venture Coinvestment Fund II, L.P. (Venture Coinvestment Fund II), (ii) _____ shares of our common stock held by BCV 2019-MD Coinvestment II, L.P. (MD Coinvestment), (iii) _____ shares of our common stock held by Bain Capital Venture Fund 2014, L.P. (Venture Fund 2014), (iv) _____ shares of our common stock held by Bain Capital Venture Fund 2016, L.P. (Venture Fund 2016), (v) _____ shares of our common stock held by BCIP Venture Associates (BCIP VA), (vi) _____ shares of our common stock held by BCIP Venture Associates-B (BCIP VA-B), (vii) _____ shares of our common stock held by BCIP Venture Associates II, LP (BCIP VA II) and (viii) _____ shares of our common stock held by BCIP Venture Associates II-B, LP (BCIP VA II-B and, together with Venture Fund 2014, Venture Fund 2016, Venture Coinvestment Fund II, MD Coinvestment, BCIP VA, BCIP VA-B and BCIP VA II, the Bain Capital Venture Entities). Bain Capital Venture Investors, LLC (BCVI), the Executive Committee of which consists of Enrique Salem and Ajay Agarwal, is the (i) ultimate general partner of Venture Fund 2014, (ii) the ultimate general partner of Venture Fund 2016 and (iii) manager of Bain Capital Venture Coinvestment II Investors, LLC (Venture Coinvestment II Investors), which is the general partner of each of Venture Coinvestment Fund II and MD Coinvestment, and governs the investment strategy and decision-making process with respect to investments held by BCIP VA, BCIP VA-B, BCIP VA II and BCIP VA II-B. By virtue of the relationships described in this footnote, each of BCVI, Messrs. Salem and Agarwal may be deemed to share voting and dispositive power over the shares held by the Bain Capital Venture Entities. The business address of the Bain Capital Venture Entities is 200 Clarendon Street, Boston, MA 02116.
- (6) Consists of (i) 508,510 shares of our common stock held by Mr. Massaro and (ii) 430,160 shares of our common stock issuable to Mr. Massaro upon exercise of stock options within 60 days of April 23, 2021.
- (7) Consists of (i) 25,000 shares of our common stock held by Mr. Orgel and (ii) 35,937 shares of our common stock issuable to Mr. Orgel upon exercise of stock options within 60 days of April 23, 2021.
- (8) Consists of (i) 32,500 shares of our common stock held by Mr. Ellis and (ii) 110,576 shares of our common stock issuable to Mr. Ellis upon exercise of stock options within 60 days of April 23, 2021.
- (9) Consists of 161,032 shares of our common stock issuable to Mr. Riese upon exercise of stock options within 60 days of April 23, 2021.
- (10) Consists of (i) 14,365,638 shares of our common stock held directly and indirectly by our executive officers and directors; and (ii) 921,202 shares of our common stock issuable to them upon exercise of stock options within 60 days of April 23, 2021.

DESCRIPTION OF CAPITAL STOCK

The following description summarizes the most important terms of our capital stock, as they will be in effect following this offering. Because it is only a summary, it does not contain all the information that may be important to you. We expect to adopt a restated certificate of incorporation and restated bylaws that will become effective immediately prior to the completion of this offering, and this description summarizes provisions that are expected to be included in these documents. For a complete description, you should refer to our restated certificate of incorporation and restated bylaws, which are included as exhibits to the registration statement of which this prospectus forms a part, and to the applicable provisions of Delaware law.

Upon the completion of this offering, our authorized capital stock will consist of _____ shares of common stock, \$0.0001 par value per share, _____ shares of non-voting common stock, \$0.0001 par value per share, and _____ shares of undesignated preferred stock, \$0.0001 par value per share.

Pursuant to the provisions of our current certificate of incorporation, immediately prior to the completion of this offering, each outstanding share of our preferred stock (except our Series E-2 preferred stock) will automatically convert into one share of our common stock and each outstanding share of our Series E-2 preferred stock will convert into one share of our non-voting common stock. Assuming the conversion of all outstanding shares of our preferred stock, into _____ shares of our common stock and _____ shares of our non-voting common stock, and the issuance of _____ shares of our common stock based upon an assumed initial public offering price of \$ _____ per share, which is the midpoint of the estimated price range set forth on the cover of this prospectus, as of March 31, 2021, there were:

- _____ shares of our common stock outstanding, held by _____ stockholders of record;
- _____ shares of our non-voting common stock outstanding, held by four stockholders of record;
- _____ shares of our common stock issuable upon exercise of outstanding stock options;
- 25,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase common stock outstanding as of March 31, 2021, with an exercise price of \$0.50 per share; and
- 127,000 shares of our common stock issuable upon the exercise of outstanding warrants to purchase shares of our Series C preferred stock outstanding as of March 31, 2021, with an exercise price of \$4.44 per share, which will become warrants to purchase 127,000 shares of our common stock at an exercise price of \$4.44 per share in connection with the closing of this offering.

Common Stock and Non-voting Common Stock

The holders of our common stock and non-voting common stock have identical rights, provided that, (i) except as otherwise expressly provided in our amended and restated certificate of incorporation or as required by applicable law, on any matter that is submitted to a vote by our stockholders, holders of our common stock are entitled to one vote per share of common stock, and holders of our non-voting common stock are not entitled to any votes per share of non-voting common stock, including for the election of directors, and (ii) holders of our common stock have no conversion rights, while the non-voting common stock automatically converts into common stock upon certain transfers and the holders of our non-voting common stock have the right to convert each share of our non-voting common stock into one share of common stock at such holder's election, provided that as a result of such conversion, such holder, together with its affiliates and any members of a Schedule 13(d) group with such holder, would not beneficially own in excess of 4.99% of our common stock immediately prior to and following such conversion, unless otherwise as expressly provided for in our amended and restated certificate of incorporation.

Dividend Rights

Subject to preferences that may apply to shares of preferred stock outstanding at the time, the holders of outstanding shares of our common stock and non-voting common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and only then at the times and in the amounts that our board of directors may determine. See “Dividend policy” for more information.

Voting Rights

The holders of our common stock are entitled to one vote per share. Stockholders do not have the ability to cumulate votes for the election of directors. Holders of shares of our non-voting common stock are not entitled to vote on any matters on which stockholders are entitled to vote generally, including the election or removal of directors elected by our stockholders. Accordingly, holders of a majority of our common stock entitled to vote at an election of directors may elect all of the directors standing for election. Our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the completion of this offering will provide for a classified board of directors consisting of three classes of approximately equal size, each serving staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms.

No Preemptive or Similar Rights

Our common stock and non-voting common stock is not entitled to preemptive rights and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

Upon our dissolution, liquidation or winding-up, the assets legally available for distribution to our stockholders are distributable ratably among the holders of our common stock, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights and payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Preferred Stock

Upon the completion of this offering, no shares of preferred stock will be outstanding, but we will be authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series and to fix the designation, powers, preferences and rights of the shares of each series and any associated qualifications, limitations or restrictions. Our board of directors also can increase or decrease the number of shares of any series, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and may adversely affect the market price of our common stock and the voting and other rights of the holders of common stock. We have no current plan to issue any shares of preferred stock.

Stock Options

As of March 31, 2021, we had outstanding stock options to purchase an aggregate of 5,498,741 shares of our common stock, with a weighted-average exercise price of \$8.88 per share. Subsequent to March 31, 2021, we granted stock options to purchase 343,500 shares of our common stock under the 2018 Plan, with a weighted-average exercise price of \$50.45 per share.

Warrants

As of March 31, 2021, we had outstanding warrants to purchase an aggregate of 25,000 shares of our common stock, with an exercise price of \$0.50 per share. We also had warrants to purchase 127,000 shares of our Series C preferred stock outstanding, with an exercise price of \$4.44 per share, which will become warrants to purchase shares of our common stock at an exercise price of \$4.44 per share in connection with the closing of this offering.

Registration Rights

Following the completion of this offering, the holders of _____ shares of our common stock and non-voting common stock or their permitted transferees will be entitled to rights with respect to the registration of these shares under the Securities Act. These rights are provided under the terms of an amended and restated investors' rights agreement between us and the holders of these shares, which was entered into in connection with our preferred stock financings, and includes demand registration rights, Form S-3 registration rights, and piggyback registration rights. In any registration made pursuant to such amended and restated investors' rights agreement, all fees, costs, and expenses of underwritten registrations will be borne by us and all selling expenses, including estimated underwriting discounts, selling commissions, and stock transfer taxes, will be borne by the holders of the shares being registered.

The registration rights terminate five years following the completion of this offering or, with respect to any particular stockholder, at the time that stockholder can sell all of its shares during any 90-day period pursuant to Rule 144 of the Securities Act.

Demand Registration Rights

The holders of an aggregate of _____ shares of our common stock and _____ shares of our non-voting common stock or their permitted transferees, are entitled to demand registration rights at any time after the earlier of (a) four years after the date of the amended and restated investors rights agreement or (b) 180 days after the effective date of the registration statement for this offering. Under the terms of the amended and restated investors' rights agreement, we will be required, upon the request of holders of at least 40% of the shares that are entitled to registration rights under the amended and restated investors' rights agreement, to file a registration statement on Form S-1 to register, as soon as practicable and in any event within 60 days of the date of the request, all or a portion of these shares for public resale, if the aggregate price to the public of the shares offered is at least \$10.0 million, net of selling expenses. We are required to effect only two registrations pursuant to this provision of the amended and restated investors' rights agreement. We may postpone the filing of a registration statement for up to 90 days in a 12-month period if our board of directors determines that the filing would be materially detrimental to us. We are not required to effect a demand registration under certain additional circumstances specified in the amended and restated investors' rights agreement, including at any time earlier than 180 days after the effective date of this offering.

Form S-3 Registration Rights

The holders of an aggregate of _____ shares of our common stock and _____ shares of our non-voting common stock or their permitted transferees are also entitled to Form S-3 registration rights. Under the terms of the amended and restated investors' rights agreement, we will be required, upon request of the holders of at least 20% of the shares that are entitled to registration rights under the amended and restated investors' rights agreement, to file a registration statement on Form S-3 if the aggregate price to the public of the shares offered is at least \$1.0 million, net of selling expenses. We will be required, as soon as practicable and in any event within 45 days of the request, to file a registration statement on Form S-3 to register these shares for public resale. The holders may only require us to effect at most two registration statements on Form S-3 in any 12-month period. We may

postpone the filing of a registration statement for up to 90 days in a 12-month period if our board of directors determines that the filing would be materially detrimental to us. We are not required to effect a demand registration under certain additional circumstances specified in the amended and restated investors' rights agreement.

Piggyback Registration Rights

If we register any of our common stock and _____ shares of our non-voting common stock for public sale under the Securities Act, holders of an aggregate of _____ shares of our common stock and _____ shares of our non-voting common stock or their permitted transferees having registration rights will have the right to include their shares in the registration statement. However, this right does not apply to a registration relating to employee benefit plans, a registration relating to an SEC Rule 145 transaction, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the common stock and _____ shares of our non-voting common stock, or a registration in which the only common stock and _____ shares of our non-voting common stock being registered is common stock issuable upon conversion of debt securities that are also being registered. The underwriters of any underwritten offering will have the right to limit the number of shares registered by these holders if they determine that marketing factors require limitation, in which case the number of shares to be registered will be apportioned among the holders in such other proportion as shall mutually be agreed to by all such selling holders. However, the number of shares to be registered by these holders cannot be reduced (i) unless all other securities (other than securities to be sold by our company) are first excluded from the offering or (ii) below 30% of the total shares covered by the registration statement, other than in the initial public offering.

Anti-Takeover Provisions

Upon the completion of this offering, we will be governed by the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. This section prevents some Delaware corporations from engaging, under some circumstances, in a business combination, which includes a merger or sale of at least 10% of the corporation's assets with any interested stockholder, meaning a stockholder who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of the corporation's outstanding voting stock, unless:

- the transaction is approved by the board of directors prior to the time that the interested stockholder became an interested stockholder;
- upon closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- subsequent to such time that the stockholder became an interested stockholder the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders by at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

A Delaware corporation may "opt out" of these provisions with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or amended and restated bylaws resulting from a stockholders' amendment approved by at least a majority of the

outstanding voting shares. We have not opted out of these provisions. As a result, mergers or other takeover or change in control attempts of us may be discouraged or prevented.

Certificate of Incorporation and Bylaw Provisions

Upon the completion of this offering, our amended and restated certificate of incorporation and our amended and restated bylaws will include a number of provisions that may have the effect of deterring hostile takeovers or delaying or preventing changes in control of our management team, including the following:

- *Board of directors vacancies.* Our amended and restated certificate of incorporation and amended and restated bylaws will authorize our board of directors to fill vacant directorships, including newly-created seats. In addition, the number of directors constituting our board of directors will be set only by resolution adopted by a majority vote of our entire board of directors. These provisions will prevent a stockholder from increasing the size of our board of directors and gaining control of our board of directors by filling the resulting vacancies with its own nominees.
- *Classified board.* Our amended and restated certificate of incorporation and amended and restated bylaws will provide that our board of directors will be classified into three classes of directors, each of which will hold office for a three-year term. In addition, directors may only be removed from the board of directors for cause and only by the approval of 66 2/3% of our then-outstanding shares of our common stock. A third party may be discouraged from making a tender offer or otherwise attempting to obtain control of us as it is more difficult and time consuming for stockholders to replace a majority of the directors on a classified board of directors.
- *Stockholder action; special meeting of stockholders.* Our amended and restated certificate of incorporation will provide that stockholders will not be able to take action by written consent, and will only be able to take action at annual or special meetings of our stockholders. Stockholders will not be permitted to cumulate their votes for the election of directors. Our amended and restated bylaws will further provide that special meetings of our stockholders may be called only by a majority vote of our entire board of directors, the chairman of our board of directors or our chief executive officer.
- *Advance notice requirements for stockholder proposals and director nominations.* Our amended and restated bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders, or to nominate candidates for election as directors at any meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder's notice. These provisions may preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our meetings of stockholders.
- *Issuance of undesignated preferred stock.* Our board of directors will have, the authority, without further action by the holders of common stock, to issue up to 10,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by the board of directors. The existence of authorized but unissued shares of preferred stock will enable our board of directors to render more difficult or discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise.

Choice of Forum

Upon the completion of this offering, our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or any action asserting a claim against us that is governed by the internal affairs doctrine. This provision would not apply to claims brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Our amended and restated certificate of incorporation provides further that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. These choices of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees and may discourage these types of lawsuits. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive-forum provisions, and there can be no assurance that such provisions will be enforced by a court in those other jurisdictions. If a court were to find the exclusive-forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business.

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common stock will be Computershare Inc. The transfer agent's address is 150 Royall Street, Canton, Massachusetts 02021, and its telephone number is (800) 942-5909.

Exchange Listing

We have applied to list our common stock on The Nasdaq Global Market under the symbol "FLYW."

SHARES ELIGIBLE FOR FUTURE SALE

Before this offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time.

Nevertheless, sales of substantial amounts of our common stock, including shares issued upon exercise of outstanding stock options, in the public market following this offering could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities.

Upon the completion of this offering, based on the _____ shares of our common stock and _____ shares of our non-voting common stock outstanding as of March 31, 2021, we will have a total of _____ shares of our common stock and _____ shares of our non-voting common stock outstanding. Of these outstanding shares, all of the shares of common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, only would be able to be sold in compliance with the Rule 144 limitations described below.

The remaining outstanding shares of our common stock and our non-voting common stock will be deemed “restricted securities” as defined in Rule 144. Restricted securities may be sold in the public market only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 promulgated under the Securities Act, which rules are summarized below.

In addition, each of our directors, executive officers, and the holders of substantially all of our outstanding equity securities have entered into market standoff agreements with us or lock-up agreements with the underwriters under which they have agreed, subject to specific exceptions and possible early lock-up releases, not to sell any of our common stock for at least 180 days following the date of this prospectus, as described below. Subject to the provisions of Rule 144 or Rule 701, shares will be available for sale in the public market as follows:

- Beginning on the date of this prospectus, all shares of our common stock sold in this offering will be immediately available for sale in the public market.
- Beginning at the commencement of trading on the second trading day after our first public release of quarterly results following the date of this prospectus, if the last reported closing price of our common stock on the Nasdaq Stock Market is at least 33% greater than the initial public offering price as set forth on the cover page of this prospectus for at least 10 trading days in the 15 trading day period prior to the date of such earnings release, then each holder subject to these lock-up agreements may sell a number of shares equal to 25% of the shares of our common stock and non-voting common stock held by that holder, including shares of our common stock underlying options, warrants or other securities (the Holdings). As of March 31, 2021, 25% of the outstanding Holdings held by such holders was _____ shares.
- Beginning at the commencement of trading on the second trading day after our public release of quarterly results for the quarter in which the first public release of quarterly results following the date of this prospectus occurs, the lock-up agreements will terminate, and accordingly, an additional _____ shares of our common stock and non-voting common stock will be eligible for sale in the public market.

Lock-Up and Market Standoff Agreements

All of our directors and executive officers and holders of substantially all of our outstanding equity securities are subject to lock-up agreements or market standoff provisions that prohibit them from offering for sale, selling, contracting to sell, granting any option for the sale of, transferring, or otherwise disposing of (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) any shares of our common stock or securities convertible into or exercisable or exchangeable for any shares of our common stock (including our non-voting common stock), or establishing or increasing a put equivalent position, or liquidating or decreasing a call equivalent position with respect to such securities, or publicly disclosing the intention to effect any such transaction, for a period of 180 days following the date of this prospectus without the prior written consent of Goldman Sachs & Co. LLC. In addition to certain customary exceptions:

- Beginning at the commencement of trading on the second trading day after our first public release of quarterly results following the date of this prospectus, if the last reported closing price of our common stock on the Nasdaq Stock Market is at least 33% greater than the initial public offering price as set forth on the cover page of this prospectus for at least 10 trading days in the 15 trading day period prior to the date of such earning release, then each holder subject to these lock-up agreements may sell a number of shares equal to 25% of the shares of our common stock and non-voting common stock held by that holder, including shares of our common stock underlying options, warrants or other securities.
- Beginning at the commencement of trading on the second trading day after our public release of quarterly results for the quarter in which our first public release of quarterly results following the date of this prospectus occurs, the lock-up agreements will terminate, and accordingly, an additional _____ shares of our common stock and non-voting common stock will be eligible for sale in the public market.

Goldman Sachs & Co. LLC may release any of the securities subject to these lock-up agreements at any time, subject to applicable notice requirements.

In addition, we have agreed with the underwriters not to sell any shares of our common stock or securities convertible into or exchangeable for shares of our common stock for a period of 180 days after the date of this prospectus, subject to certain exceptions. Goldman Sachs & Co. LLC may, at any time, waive these restrictions.

In addition to the restrictions contained in the lock-up agreements described above, we have entered into agreements with our securityholders that contain market stand-off provisions imposing restrictions on the ability of such securityholders to offer, sell or transfer our equity securities for a period of 180 days following the date of this prospectus, which restrictions we intend to waive in connection with the lock-up agreements described above.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to public company reporting requirements for at least 90 days, a person who is not deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates, is entitled to sell those shares without complying with the manner of sale, volume limitation, or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then that person would be entitled to sell those shares without complying with any of the requirements of Rule 144.

[Table of Contents](#)

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell upon expiration of the lock-up and market standoff agreements described above, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock and non-voting common stock then outstanding, which will equal approximately _____ shares immediately after this offering; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to that sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required by that rule to wait until 90 days after the date of this prospectus before selling those shares pursuant to Rule 701.

Stock Options

As soon as practicable after the completion of this offering, we intend to file one or more registration statements on Form S-8 under the Securities Act covering all of the shares of our common stock subject to outstanding options and the shares of common stock reserved for issuance under our equity incentive plans. In addition, we intend to file a registration statement on Form S-8 or such other form as may be required under the Securities Act for the resale of shares of our common stock issued upon the exercise of options that were not granted under Rule 701. We expect to file this registration statement as soon as permitted under the Securities Act. However, the shares registered on Form S-8 may be subject to the volume limitations and the manner of sale, notice, and public information requirements of Rule 144 and will not be eligible for resale until expiration of the lock-up and market standoff agreements to which they are subject.

Registration Rights

We have granted demand, piggyback, and Form S-3 registration rights to certain of our stockholders to sell our common stock and non-voting common stock. Registration of the sale of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. For a further description of these rights, see the section titled "Description of Capital Stock—Registration Rights."

MATERIAL U.S. FEDERAL TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a general discussion of the material U.S. federal income tax considerations applicable to non-U.S. holders (as defined below) with respect to their ownership and disposition of shares of our common stock issued pursuant to this offering. For purposes of this discussion, a non-U.S. holder means a beneficial owner of our common stock (other than an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) that is not, for U.S. federal income tax purposes, any of the following:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more "U.S. persons," as defined under the Code, have the authority to control all substantial decisions of the trust or (ii) such trust has made a valid election to be treated as a U.S. person for U.S. federal income tax purposes.

This discussion is based on current provisions of the Code, existing, temporary and proposed Treasury Regulations promulgated thereunder, judicial opinions, published positions of the Internal Revenue Service or, the IRS, and other applicable authorities, all of which are subject to change or to differing interpretation, possibly with retroactive effect. This discussion assumes that a non-U.S. holder holds shares of our common stock as a capital asset (generally, property held for investment) for U.S. federal income tax purposes. This discussion does not address all aspects of U.S. federal income taxation that may be important to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances, nor does it address any aspects of the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010, any U.S. gift taxes, any U.S. alternative minimum taxes or any state, local or non-U.S. taxes. This discussion may not apply, in whole or in part, to particular non-U.S. holders in light of their individual circumstances or to holders subject to special treatment under the U.S. federal income tax laws (such as insurance companies, tax-exempt organizations, financial institutions, brokers or dealers in securities, "controlled foreign corporations," "passive foreign investment companies," non-U.S. holders that hold our common stock as part of a straddle, hedge, conversion transaction or other integrated investment and certain U.S. expatriates). If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner therein will generally depend on the status of the partner and the activities of the partnership. Partners of a partnership holding our common stock should consult their tax advisor as to the particular U.S. federal income tax consequences applicable to them.

INVESTORS CONSIDERING THE PURCHASE OF OUR COMMON STOCK SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME AND ESTATE TAX LAWS TO THEIR PARTICULAR SITUATIONS AND THE CONSEQUENCES OF NON-U.S., STATE, OR LOCAL LAWS AND TAX TREATIES.

Dividends

We do not expect to declare or make any distributions on our common stock in the foreseeable future. If we do pay dividends on shares of our common stock, however, such distributions will

constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Distributions in excess of our current and accumulated earnings and profits will constitute a return of capital that is applied against and reduces, but not below zero, a non-U.S. holder's adjusted tax basis in shares of our common stock. Any excess will be treated as capital gain and will be subject to the treatment described below under "—Gain on Sale or Other Disposition of Common Stock." Any distributions will also be subject to the discussion below under "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act."

Any dividend paid to a non-U.S. holder on our common stock that is not effectively connected with a non-U.S. holder's conduct of a trade or business in the United States will generally be subject to U.S. withholding tax at a 30% rate. The withholding tax might apply at a reduced rate, however, under the terms of an applicable income tax treaty between the United States and the non-U.S. holder's country of residence. You should consult your own tax advisors regarding your entitlement to benefits under a relevant income tax treaty. Generally, in order for us or our paying agent to withhold tax at a lower treaty rate, a non-U.S. holder must certify its entitlement to treaty benefits. A non-U.S. holder generally can meet this certification requirement by providing an IRS Form W-8BEN, W-8BENE or other appropriate form (or any successor or substitute form thereof) to us or our paying agent. If the non-U.S. holder holds the stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to the holder's agent. The holder's agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty, you may obtain a refund or credit of any excess amounts withheld by filing an appropriate claim for a refund with the IRS in a timely manner.

Dividends received by a non-U.S. holder that are effectively connected with a U.S. trade or business conducted by the non-U.S. holder, and if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, are attributable to a permanent establishment maintained by the non-U.S. holder in the United States, are not subject to U.S. withholding tax. To obtain this exemption, a non-U.S. holder must provide us or our paying agent with an IRS Form W-8ECI properly certifying such exemption. Such effectively connected dividends, although not subject to withholding tax, are taxed at the same graduated rates applicable to U.S. persons, net of certain deductions and credits. In addition to being taxed at graduated tax rates, dividends received by a corporate non-U.S. holder that are effectively connected with a U.S. trade or business of the corporate non-U.S. holder may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable tax treaty.

Gain on Sale or Other Disposition of Common Stock

Subject to the discussion below under "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act," non-U.S. holders will generally not be subject to U.S. federal income tax on any gains realized on the sale, exchange or other disposition of our common stock unless:

- the gain (i) is effectively connected with the conduct by the non-U.S. holder of a U.S. trade or business and (ii) if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States (in which case the special rules described below apply);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of the sale, exchange or other disposition of our common stock, and certain other requirements are met (in which case the gain would be subject to a flat 30% tax, or such

reduced rate as may be specified by an applicable income tax treaty, which may be offset by U.S. source capital losses, even though the individual is not considered a resident of the United States); or

- the rules of the Foreign Investment in Real Property Tax Act, or FIRPTA, treat the gain as effectively connected with a U.S. trade or business.

The FIRPTA rules may apply to a sale, exchange or other disposition of our common stock if we are, or were within the shorter of the five-year period preceding the disposition and the non-U.S. holder's holding period, a "U.S. real property holding corporation," or USRPHC. In general, we would be a USRPHC if interests in U.S. real estate comprised at least half of the value of our business assets. We do not believe that we are a USRPHC and we do not anticipate becoming one in the future. Even if we are or were to become a USRPHC, gain arising from the sale or other taxable disposition by a non-U.S. holder will not be subject to U.S. federal income tax if our common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, and such non-U.S. holder owned, actually and constructively, 5% or less of our common stock throughout the shorter of the five-year period ending on the date of the sale or other taxable disposition or the non-U.S. holder's holding period.

If any gain from the sale, exchange or other disposition of our common stock, (i) is effectively connected with a U.S. trade or business conducted by a non-U.S. holder and (ii) if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, is attributable to a permanent establishment maintained by such non-U.S. holder in the United States, then the gain generally will be subject to U.S. federal income tax at the same graduated rates applicable to U.S. persons, net of certain deductions and credits. If the non-U.S. holder is a corporation, under certain circumstances, that portion of its earnings and profits that is effectively connected with its U.S. trade or business, subject to certain adjustments, generally would be subject also to a "branch profits tax" at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty.

Backup Withholding and Information Reporting

We must report annually to the IRS and to each non-U.S. holder the amount of dividends paid to, and the tax withheld with respect to, each non-U.S. holder. These reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of this information reporting may also be made available under the provisions of a specific tax treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established.

A non-U.S. holder will generally be subject to backup withholding for dividends on our common stock paid to such holder unless such holder certifies under penalties of perjury that, among other things, it is a non-U.S. holder (and the payer does not have actual knowledge or reason to know that such holder is a U.S. person) or otherwise establishes an exemption.

Information reporting and backup withholding generally are not required with respect to the amount of any proceeds from the sale or other disposition of our common stock by a non-U.S. holder outside the United States through a foreign office of a foreign broker that does not have certain specified connections to the United States. However, if a non-U.S. holder sells or otherwise disposes of its shares of common stock through a U.S. broker or the U.S. offices of a foreign broker, the broker will generally be required to report the amount of proceeds paid to the non-U.S. holder to the IRS and impose backup withholding on that amount unless such non-U.S. holder provides appropriate certification to the broker of its status as a non-U.S. holder (and the payer does not have actual knowledge or reason to know that such holder is a U.S. person) or otherwise establishes an exemption.

[Table of Contents](#)

Backup withholding is not an additional income tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder generally can be credited against the non-U.S. holder's U.S. federal income tax liability, if any, or refunded, provided that the required information is furnished to the IRS in a timely manner. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them.

Foreign Account Tax Compliance Act

Under the Foreign Account Tax Compliance Act, or FATCA, withholding tax of 30% applies to certain payments to foreign financial institutions, investment funds and certain other non-U.S. persons that fail to comply with certain information reporting and certification requirements pertaining to their direct and indirect U.S. securityholders and/or U.S. account holders and do not otherwise qualify for an exemption. Under applicable Treasury Regulations and IRS guidance, this withholding currently applies to payments of dividends, if any, on, and, subject to the proposed Treasury Regulations discussed below, gross proceeds from the sale or other disposition of, our common stock. An intergovernmental agreement between the United States and a foreign country may modify the requirements described in this paragraph.

While, beginning on January 1, 2019, withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of our common stock, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investment in our common stock.

Federal Estate Tax

Common stock we have issued that is owned (or treated as owned) by an individual who is not a citizen or a resident of the United States (as defined for U.S. federal estate tax purposes) at the time of death will be included in the individual's gross estate for U.S. federal estate tax purposes unless an applicable estate or other tax treaty provides otherwise, and therefore may be subject to U.S. federal estate tax.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE POTENTIAL APPLICATION OF WITHHOLDING UNDER FATCA TO THEIR INVESTMENT IN OUR COMMON STOCK. THE PRECEDING DISCUSSION OF U.S. FEDERAL TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY. IT IS NOT TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, GIFT, ESTATE, STATE, LOCAL, AND NON-U.S. TAX CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

UNDERWRITING

The company and the underwriters named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares of common stock indicated in the following table. Goldman Sachs & Co. LLC, J.P. Morgan Securities, LLC and Citigroup Global Markets Inc. are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	
J.P. Morgan Securities, LLC	
Citigroup Global Markets Inc.	
BofA Securities, Inc.	
Total	

The underwriters will be committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional _____ shares from the company to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by the company. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase _____ additional shares.

	No Exercise	Full Exercise
Per Share	\$	\$
Total	\$	\$

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to \$ _____ per share from the initial public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The company and its officers, directors, and holders of substantially all of the company's common stock and non-voting common stock have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of common stock (including our non-voting common stock) during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of Goldman Sachs & Co. LLC, subject to certain exceptions and possible early lock up releases. See the section titled "Shares Available for Future Sale" for a discussion of certain transfer restrictions and possible early lock up releases.

Prior to the offering, there has been no public market for the shares of our common stock. The initial public offering price has been negotiated among the company and the representatives. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be the company's historical performance, estimates of the business potential and earnings prospects of the company, an assessment of the company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

[Table of Contents](#)

We have applied to list our common stock on The Nasdaq Global Market under the symbol “FLYW.”

In connection with the offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A “covered short position” is a short position that is not greater than the amount of additional shares for which the underwriters’ option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. “Naked” short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the company’s stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the common stock. As a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on The Nasdaq Global Market, in the over-the-counter market or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately \$ million. We have agreed to reimburse the underwriters for certain of their expenses in an amount up to \$.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage, and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

[Table of Contents](#)

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of us (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

Sales of shares made outside of the United States, or the US, may be made by affiliates of the underwriters. Other than in the US, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

European Economic Area

In relation to each Member State of the European Economic Area (each a Member State), no common shares (the Shares) have been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to the Shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation), except that offers of Shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

- (a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the _____ for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Shares shall require the company or any _____ to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

[Table of Contents](#)

For the purposes of this provision, the expression an “offer to the public” in relation to any Shares in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

United Kingdom

Each Underwriter has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (FSMA)) received by it in connection with the issue or sale of the shares in circumstances in which Section 21(1) of the FSMA does not apply to the company; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (Companies (Winding Up and Miscellaneous Provisions) Ordinance) or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (Securities and Futures Ordinance), or (ii) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of

Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the SFA)) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation’s securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore (Regulation 32).

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

LEGAL MATTERS

The validity of the shares of our common stock offered in this prospectus will be passed upon for us by Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, Boston, Massachusetts. Goodwin Procter LLP, Boston, Massachusetts, has acted as counsel for the underwriters in connection with this offering.

EXPERTS

The financial statements of Flywire Corporation as of December 31, 2019 and 2020 and for each of the two years in the period ended December 31, 2020 included in this Prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Simplificare, Inc. at December 31, 2019 and 2018 and for each of the two years included in this prospectus and registration statement have been audited by Kost Forer Gabbay & Kasierer A Member of Ernst & Young Global, independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph describing conditions that raise substantial doubt about Simplificare, Inc.'s ability to continue as a going concern as described in Note 1 to the consolidated financial statements) appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits filed therewith. For further information about us and the common stock offered hereby, reference is made to the registration statement and the exhibits filed therewith. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and in each instance we refer you to the copy of such contract or other document filed as an exhibit to the registration statement. We currently do not file periodic reports with the SEC. Upon completion of this offering, we will be required to file periodic reports, proxy statements, and other information with the SEC pursuant to the Exchange Act. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding registrants that file electronically with the SEC. The address of the website is www.sec.gov. A copy of the registration statement and the exhibits filed therewith may be accessed at the SEC website.

We also maintain a website at www.flywire.com. Upon completion of this offering, you may access these materials at our website free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

INDEX TO FINANCIAL STATEMENTS

	<u>Page</u>
<u>FLYWIRE AUDITED CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2020</u>	
Report of Independent Registered Public Accounting Firm	F-2
Consolidated Balance Sheets	F-3
Consolidated Statements of Operations and Comprehensive Loss	F-5
Consolidated Statements of Convertible Preferred Stock, Redeemable Convertible Preferred Stock and Stockholders' Deficit	F-6
Consolidated Statements of Cash Flows	F-7
Notes to Consolidated Financial Statements	F-9
<u>FLYWIRE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE THREE MONTHS ENDED MARCH 31, 2020 AND 2021</u>	
Unaudited Condensed Consolidated Balance Sheets	F-51
Unaudited Condensed Consolidated Statements of Operations and Comprehensive Loss	F-53
Unaudited Condensed Consolidated Statements of Convertible Preferred Stock, Redeemable Convertible Preferred Stock and Stockholders' Deficit	F-54
Unaudited Condensed Consolidated Statement of Cash Flows	F-55
Notes to Unaudited Condensed Consolidated Financial Statements	F-57
<u>SIMPLIFICARE INC. CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2019</u>	
Report of Independent Auditors	F-86
Consolidated Balance Sheets	F-88
Consolidated Statements of Operations and Comprehensive Loss	F-90
Consolidated Statements of Convertible Preferred Stocks and Stockholders' Deficit	F-91
Consolidated Statements of Cash Flows	F-92
Notes to Consolidated Financial Statements	F-93
<u>UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENT FOR THE YEAR ENDED DECEMBER 31, 2020</u>	
Unaudited Pro Forma Condensed Combined Statement of Operations	F-119
Notes to Unaudited Pro Forma Condensed Combined Statement of Operations	F-120

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Flywire Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Flywire Corporation and its subsidiaries (the "Company") as of December 31, 2020 and 2019, and the related consolidated statements of operations and comprehensive loss, of convertible preferred stock, redeemable convertible preferred stock and stockholders' deficit, and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

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

/s/ PricewaterhouseCoopers LLP

Boston, Massachusetts
March 11, 2021

We have served as the Company's auditor since 2019.

FLYWIRE CORPORATION
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)

	December 31,	
	2019	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 86,027	\$ 104,052
Restricted cash	-	5,000
Accounts receivable, net of allowance for doubtful accounts of \$298 and \$481, respectively	1,700	11,573
Unbilled receivables	1,297	1,698
Funds receivable from payment partners	16,448	22,481
Prepaid expenses and other current assets	2,706	3,754
Total current assets	108,178	148,558
Property and equipment, net	4,850	5,101
Intangible assets, net	14,297	68,211
Goodwill	12,924	44,650
Other assets	749	4,922
Total assets	\$ 140,998	\$ 271,442
Liabilities, Convertible Preferred Stock, Redeemable Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Accounts payable	\$ 2,903	\$ 5,436
Funds payable to customers	65,265	59,986
Accrued expenses and other current liabilities	7,388	14,991
Deferred revenue	1,325	1,227
Contingent consideration	2,000	6,740
Current portion of long-term debt	3,895	-
Total current liabilities	82,776	88,380
Deferred tax liabilities	295	481
Contingent consideration, net of current portion	-	5,760
Preferred stock warrant liability	1,307	1,932
Long-term debt, net of current portion	20,738	24,352
Other liabilities	759	2,129
Total liabilities	105,875	123,034
Commitments and contingencies (Note 18)		
Convertible preferred stock (Series A, B, B1, B1-NV, C and D), \$0.0001 par value; 20,971,798 shares authorized at December 31, 2019 and 2020; 18,069,487 shares issued and outstanding at December 31, 2019 and 2020; liquidation preference of \$110,716 at December 31, 2020	110,401	110,401
Redeemable convertible preferred stock (Series E-1 and E-2), \$0.0001 par value; 0 shares authorized at December 31, 2019 and 5,341,044 shares authorized at December 31, 2020; 0 shares issued and outstanding at December 31, 2019 and 3,746,640 shares issued and outstanding at December 31, 2020; liquidation preference of \$150,000 at December 31, 2020	-	119,769

FLYWIRE CORPORATION
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)

	<u>December 31,</u>	
	<u>2019</u>	<u>2020</u>
Stockholders' deficit:		
Common stock, \$0.0001 par value; 34,000,000 shares authorized, 6,831,382 shares issued and 6,058,808 shares outstanding as of December 31, 2019; 48,966,090 shares authorized, 7,413,624 shares issued and 6,641,050 shares outstanding as of December 31, 2020	\$ 1	\$ 1
Treasury stock, 772,574 shares as of December 31, 2019 and 2020, held at cost	(748)	(748)
Additional paid-in capital	12,032	16,971
Accumulated other comprehensive income (loss)	102	(214)
Accumulated deficit	(86,665)	(97,772)
Total stockholders' deficit	<u>(75,278)</u>	<u>(81,762)</u>
Total liabilities, convertible preferred stock, redeemable convertible preferred stock and stockholders' deficit	<u>\$ 140,998</u>	<u>\$ 271,442</u>

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

FLYWIRE CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Amounts in thousands, except share and per share amounts)

	Year Ended December 31,	
	2019	2020
Revenue	\$ 94,918	\$ 131,783
Costs and operating expenses:		
Payment processing services costs	36,726	47,805
Technology and development	15,008	24,501
Selling and marketing	26,606	32,612
General and administrative	34,035	42,680
Total costs and operating expenses	<u>112,375</u>	<u>147,598</u>
Loss from operations	<u>(17,457)</u>	<u>(15,815)</u>
Other income (expense):		
Interest expense	(2,459)	(2,533)
Change in fair value of preferred stock warrant liability	(127)	(625)
Other income (expense), net	477	697
Total other expenses, net	<u>(2,109)</u>	<u>(2,461)</u>
Loss before provision for income taxes	(19,566)	(18,276)
Provision for (benefit from) income taxes	550	(7,169)
Net loss	(20,116)	(11,107)
Foreign currency translation adjustment	66	(316)
Comprehensive loss	<u>\$ (20,050)</u>	<u>\$ (11,423)</u>
Net loss attributable to common stockholders—basic and diluted	<u>\$ (20,116)</u>	<u>\$ (11,121)</u>
Net loss per share attributable to common stockholders—basic and diluted	<u>\$ (3.76)</u>	<u>\$ (1.81)</u>
Weighted average common shares outstanding—basic and diluted	<u>5,355,696</u>	<u>6,129,966</u>

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

FLYWIRE CORPORATION
CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK, REDEEMABLE CONVERTIBLE PREFERRED STOCK AND
STOCKHOLDERS' DEFICIT
(Amounts in thousands, except share and per share amounts)

	Convertible Preferred Stock		Redeemable Convertible Preferred Stock		Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at December 31, 2018	18,069,487	\$ 110,401	-	\$ -	6,596,081	\$ 1	(742,574)	\$ (453)	\$ 8,630	\$ 36	\$ (66,549)	\$ (58,335)
Issuance of common stock upon exercise of stock options	-	-	-	-	235,301	-	-	-	453	-	-	453
Repurchase of common stock	-	-	-	-	-	-	(30,000)	(295)	-	-	-	(295)
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	-	66	-	66
Stock-based compensation expense	-	-	-	-	-	-	-	-	2,949	-	-	2,949
Net loss	-	-	-	-	-	-	-	-	-	-	(20,116)	(20,116)
Balances at December 31, 2019	18,069,487	\$ 110,401	-	\$ -	6,831,382	\$ 1	(772,574)	\$ (748)	12,032	\$ 102	\$ (86,665)	\$ (75,278)
Issuance of common stock upon the exercise of stock options	-	-	-	-	617,565	-	-	-	773	-	-	773
Issuance of common stock warrants	-	-	-	-	-	-	-	-	336	-	-	336
Forfeiture of unvested restricted stock awards	-	-	-	-	(35,323)	-	-	-	-	-	-	-
Issuance of Series E redeemable convertible preferred stock, net of issuance costs of \$245	-	-	3,746,640	119,755	-	-	-	-	-	-	-	-
Accretion of redeemable convertible preferred stock	-	-	-	14	-	-	-	-	(14)	-	-	(14)
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	-	(316)	-	(316)
Stock-based compensation expense	-	-	-	-	-	-	-	-	3,844	-	-	3,844
Net loss	-	-	-	-	-	-	-	-	-	-	(11,107)	(11,107)
Balances at December 31, 2020	<u>18,069,487</u>	<u>\$ 110,401</u>	<u>3,746,640</u>	<u>\$ 119,769</u>	<u>7,413,624</u>	<u>\$ 1</u>	<u>(772,574)</u>	<u>\$ (748)</u>	<u>\$ 16,971</u>	<u>\$ (214)</u>	<u>\$ (97,772)</u>	<u>\$ (81,762)</u>

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

FLYWIRE CORPORATION
CONSOLIDATED STATEMENT OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31,	
	2019	2020
Cash flows from operating activities:		
Net loss	\$ (20,116)	\$ (11,107)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	3,730	6,794
Stock-based compensation expense	2,949	3,844
Amortization of deferred contract costs	-	414
Change in fair value of preferred stock warrant liability	127	625
Change in fair value of contingent consideration	660	5,400
Deferred tax provision	(11)	(8,535)
Bad debt expense	253	237
Non-cash interest expense	308	227
Changes in operating assets and liabilities, net of acquisition:		
Accounts receivable	(431)	(1,555)
Unbilled receivables	(1,055)	(401)
Funds receivable from payment partners	1,223	(6,033)
Prepaid expenses and other assets	(410)	(3,840)
Funds payable to customers	13,314	(5,279)
Accounts payable, accrued expenses and other current liabilities	2,250	5,669
Contingent consideration	-	(693)
Other liabilities	444	83
Deferred revenue	838	(73)
Net cash provided by (used) in operating activities	<u>4,073</u>	<u>(14,223)</u>
Cash flows from investing activities:		
Purchases of property and equipment	(3,748)	(2,141)
Acquisition of businesses, net of cash acquired	-	(79,401)
Net cash used in investing activities	<u>(3,748)</u>	<u>(81,542)</u>
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	10,000	4,167
Payment of long-term debt issuance costs	-	(172)
Payment of long-term debt	-	(4,167)
Proceeds from issuance of redeemable convertible preferred stock, net of issuance costs	-	119,755
Repurchase of common stock	(295)	-
Contingent consideration paid for acquisitions	(12,423)	(1,307)
Deferred consideration paid for acquisitions	(1,650)	-
Proceeds from exercise of stock options	453	773
Net cash (used in) provided by financing activities	<u>(3,915)</u>	<u>119,049</u>
Effect of exchange rates changes on cash and cash equivalents	15	(259)
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>(3,575)</u>	<u>23,025</u>
Cash, cash equivalents and restricted cash, beginning of year	\$ 89,602	\$ 86,027
Cash, cash equivalents and restricted cash, end of year	<u>\$ 86,027</u>	<u>\$ 109,052</u>

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

FLYWIRE CORPORATION
CONSOLIDATED STATEMENT OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31,	
	2019	2020
Cash, cash equivalents and restricted cash, beginning of year	\$ 89,602	\$ 86,027
Cash, cash equivalents and restricted cash, end of year	<u>\$ 86,027</u>	<u>\$ 109,052</u>
Supplemental disclosures of cash flow and noncash information		
Cash paid during the period for interest	\$ 1,851	\$ 2,098
Accretion of redeemable convertible preferred stock	\$ -	\$ 14
Issuance of common stock warrants	\$ -	\$ 336
Reconciliation of cash, cash equivalents and restricted cash		
Cash and cash equivalents	\$ 86,027	\$ 104,052
Restricted cash	-	5,000
Cash, cash equivalents and restricted cash	<u>\$ 86,027</u>	<u>\$ 109,052</u>

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

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Nature of the Business and Basis of Presentation

Flywire Corporation (the “Company”) was incorporated under the laws of the State of Delaware in July 2009 as peerTransfer Corporation. In 2016 the Company changed its name to Flywire Corporation. The Company is headquartered in Boston, Massachusetts and has a global footprint in 11 countries across 5 continents.

The Company provides a secure global payments platform, offering its clients an innovative and streamlined process to receive reconciled domestic and international payments in a more cost effective and efficient manner. The Company’s solutions are built on three core elements: (i) a payments platform; (ii) a proprietary global payment network; and (iii) vertical-specific software backed by its deep industry expertise.

The Company is subject to risks and uncertainties similar to other companies of similar size in the technology platform and digital payments industry, including, but not limited to, development by competitors of new technological innovations, compliance with government regulations, ability to attract, retain and engage both clients and their customers and partners, and the need to obtain additional financing to fund operations. Potential risks and uncertainties also include, without limitation, uncertainties regarding the duration and magnitude of the impact of the COVID-19 pandemic on the Company’s business, the business of its clients and the economy in general.

Impact of COVID-19

On March 11, 2020, the World Health Organization (“WHO”) declared the outbreak of a novel coronavirus (“COVID-19”) as a global pandemic, which continues to spread throughout the world. The Company’s primary sources of revenue are related to international tuition payments and domestic healthcare payments for elective procedures. These areas have been adversely impacted by the pandemic. Colleges, universities, private primary schools and language schools are still deciding on their re-opening plans; international travel has been reduced to stop the in-flow of COVID-19; and hospitals have cut back on elective procedures to ensure there are available resources to treat waves of COVID-19 cases.

In response to the COVID-19 pandemic, the Company executed a reduction in force in May of 2020, cut corporate bonus programs, eliminated corporate travel and reduced professional service and other fees. Further, the Company implemented remote working capabilities and measures focused on the safety of employees. The Company continues to monitor the rapidly evolving conditions and circumstances as well as guidance from international and domestic authorities, including public health authorities. The Company does not currently foresee the need to take additional actions, however it continues to evaluate the ongoing impact of COVID-19 as facts and circumstances change.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with the United States generally accepted accounting principles (“U.S. GAAP”) and include the accounts of the Company and its wholly owned subsidiaries. Intercompany accounts and transactions have been eliminated upon consolidation.

Reclassifications

Beginning in 2020, the Company reclassified certain costs and operating expenses within the consolidated statements of operations and comprehensive loss. Prior period amounts have been

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

reclassified to conform to this presentation. These changes have no impact on the previously reported consolidated net loss, including total costs and operating expenses, financial position, or cash flows for any periods presented.

The classification changes relate primarily to the inclusion of costs incurred to develop and operate the Company's transaction processing and payments platform into a new caption entitled technology and development. These costs were initially included in payment processing services costs, product development and selling and marketing. Additionally, costs previously included in product development were combined into technology and development. The following tables present the effects of these changes on the presentation of costs and operating expenses to the previously reported consolidated statements of operations and comprehensive loss (in thousands):

	<u>December 31, 2019</u>		
	<u>As Previously Reported</u>	<u>Adjustments</u>	<u>Reclassified</u>
Payment processing services costs	\$ 40,911	\$ (4,185)	\$ 36,726
Product development	12,601	(12,601)	-
Selling and marketing	25,419	1,187	26,606
General and administrative	33,444	591	34,035
Technology and development	-	15,008	15,008
Total costs and operating expenses	<u>\$ 112,375</u>	<u>\$ -</u>	<u>\$ 112,375</u>

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the dates of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant estimates and assumptions reflected in these financial statements include, but are not limited to, the valuation of common stock and stock-based awards, impairment assessment of goodwill, intangibles and other long lived -assets, the valuation of acquired intangible assets and their useful lives, the valuation of contingent consideration and the valuation of the preferred stock warrant liability. The Company bases its estimates on historical experience, known trends and other market-specific or other relevant factors that it believes to be reasonable under the circumstances. As a result of the COVID-19 pandemic, the Company considered relevant impacts to its estimates related to the impairment assessment of goodwill, intangible assets and other long-lived assets. The Company is not aware of any specific event or circumstance that would require an update to its estimates or judgments or a revision of the carrying value of its assets or liabilities as of March 11, 2021, the date of issuance of these financial statements. These estimates may change as new events occur and additional information is obtained. On an ongoing basis, the Company evaluates its estimates as there are changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results may differ from those estimates or assumptions.

Concentrations of Credit Risk, Financial Instruments and Significant Customers

Financial instruments that potentially subject the Company to concentration of credit risk consists principally of cash, cash equivalents, accounts receivable and funds receivable from payment partners. The Company maintains its cash and cash equivalents with financial institutions that management believes are of high credit quality. To manage credit risk related to accounts receivable, the Company

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

evaluates credit worthiness of its customers and maintains allowances, to the extent necessary, for potential credit losses based upon the aging of its accounts receivable balances and known collection issues. The Company has not experienced any material credit losses during the years ended December 31, 2019 and 2020.

The Company has corporate deposit balances with financial institutions which exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limit of \$250,000. As part of the cash management process, the Company performs periodic reviews of the financial institution credit standing.

Accounts receivable are derived from revenue earned from clients, the Company's customers (see Revenue Recognition policy) located in the U.S. and internationally. Significant clients are those that represent 10% or more of accounts receivable, net as set forth in the following table:

	<u>Accounts Receivable, Net</u>	
	<u>December 31,</u>	
	<u>2019</u>	<u>2020</u>
Client A	*	19%
Client B	*	10%

* Less than 10% of total accounts receivable.

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

	<u>Funds Receivable From Payment Partners</u>	
	<u>December 31,</u>	
	<u>2019</u>	<u>2020</u>
Partner A	*	24%
Partner B	16%	12%
Partner C	*	12%
Partner D	20%	*
Partner E	11%	*
Partner F	11%	*

* Less than 10% of total balance.

During the years ended December 31, 2019 and 2020, no client accounted for 10% or more of revenue.

During the year ended December 31, 2019, revenue from clients located outside of the United States in the aggregate accounted for 28.5% of the Company's total revenues, with the United Kingdom accounting for 16.4%. No other countries accounted for greater than 10% of revenues for the year ended December 31, 2019.

During the year ended December 31, 2020, revenue from clients located outside of the United States in the aggregate accounted for 25.7% of the Company's total revenues, with the United Kingdom accounting for 13.8%. No other countries accounted for greater than 10% of revenues for the year ended December 31, 2020.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Segment Information

The Company determined its operating segment after considering the Company's organizational structure and the information regularly reviewed by the chief operating decision maker ("CODM") to evaluate financial performance and allocate resources. The Company's chief executive officer, who is the CODM, reviews financial information on a consolidated basis for purposes of evaluating financial performance and allocating resources. On these factors, the Company determined that it operates and manages its business as one operating segment which involves payment processing and cash collection optimization services through the Company's platform and other complementary services, and accordingly has one reportable segment for financial reporting purposes.

Deferred Offering Costs

The Company capitalizes certain legal, accounting and other third-party fees that are directly associated with in-process equity financings as deferred offering costs until such financings are consummated. After consummation of the equity financing, these costs are recorded in stockholder's deficit as a reduction of the additional paid-in capital generated as a result of the offering. Should the planned equity financing be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expenses in the consolidated statements of operations and comprehensive loss. As of December 31, 2019 and 2020, the Company had no deferred offering costs recorded in the consolidated balance sheets.

Deferred Financing Costs

Deferred financing costs related to a recognized debt liability are recorded as a reduction of the carrying amount of the debt liability and amortized to interest expense using the effective interest method over the repayment term of the debt.

Cash Equivalents and Restricted Cash

Cash equivalents consist of short-term, highly liquid investments with stated maturities of three months or less from the date of purchase.

Restricted cash consists of amounts required to be maintained to cover certain banks' or clients' credit risk exposure related to facilitating payments for the Company. As of December 31, 2019 and 2020, the Company had \$0 and \$5.0 million of restricted cash, respectively.

Allowance for Doubtful Accounts

Accounts receivable represent customer obligations that are unconditional. Accounts receivable are presented net of an estimated allowance for doubtful accounts for amounts that may not be collectible. The Company's accounts receivable do not bear interest and generally does not require collateral or other security to support related receivables. The Company establishes an allowance for doubtful accounts for estimated losses expected from amounts that may not be collectible, through a provision for bad debt. Subsequent recoveries, if any, are credited to the allowance. The allowance for doubtful accounts is evaluated on a regular basis and is based on the credit risk of specific customers, past collection history and management's evaluation of accounts receivable. Account balances are written off after all means of collection are exhausted and the potential for nonrecovery is determined to be probable. Adjustments to the allowance for doubtful accounts are recorded within general and administrative expenses in the consolidated statements of operations and comprehensive loss.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Property and Equipment, net

Property and equipment consist primarily of computer equipment and software, internal use software, furniture and fixtures and leasehold improvements. Property and equipment are stated at historical cost less accumulated depreciation and amortization. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets, which is between three to five years for computer equipment and software, five years for internal use software, three years for furniture and fixtures, and the lesser of the useful life or remaining non-cancelable term of the lease for leasehold improvements. Costs of maintenance and repairs that do not improve or extend the lives of the respective assets are expensed as incurred. Upon retirement or sale, the cost and related accumulated depreciation are removed from the consolidated balance sheets and the resulting gain or loss is reflected in loss from operations in the consolidated statements of operations and comprehensive loss.

Impairment of Long-Lived Assets

The Company continually evaluates the recoverability of long-lived assets when events and changes in circumstances indicate that the carrying amount may not be fully recoverable. Factors the Company considers in deciding when to perform an impairment review include significant underperformance of the business in relation to expectations, significant negative industry or economic trends and significant changes or planned changes in the use of the assets. When indicators of impairment are present, the Company compares forecasts of undiscounted future cash flows expected to result from the use and eventual disposition of the long-lived asset group to its carrying value. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of an asset group are less than its carrying amount. There were no impairments recorded for the Company's long-lived assets during any of the periods presented.

Business Combinations

In determining whether an acquisition should be accounted for as a business combination or asset acquisition, the Company first determines whether substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. If this is the case, the single identifiable asset or the group of similar assets is not deemed to be a business and is instead deemed to be an asset. If this is not the case, the Company then further evaluates whether the single identifiable asset or group of similar identifiable assets and activities include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. If so, the Company concludes that the single identifiable asset or group of similar identifiable assets and activities is a business.

The Company accounts for business acquisitions using the acquisition method of accounting. In accordance with this method, assets acquired and liabilities assumed are recorded at their respective fair values at the acquisition date. The fair value of the consideration paid, including contingent consideration, is assigned to the assets acquired and liabilities assumed based on their respective fair values. Goodwill represents the excess of the purchase price over the estimated fair values of the assets acquired and liabilities assumed.

Determining the fair value of assets acquired and liabilities assumed is judgmental in nature and can involve the use of significant estimates and assumptions. Fair value and useful life determinations are based on, among other factors, estimates of future expected cash flows, revenue growth rates,

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

operating margins and appropriate discount rates used in computing present values. These estimates may materially impact the net income or loss in periods subsequent to acquisition through depreciation and amortization, and in certain instances through impairment charges, if assets become impaired in the future. Additionally, actual results may vary from these estimates that may result in adjustments to goodwill and acquisition date fair values of assets and liabilities during a measurement period or upon a final determination of asset and liability fair values, whichever comes first. Adjustments to fair values of assets and liabilities made after the end of the measurement period are recorded within operating results.

Contingent consideration in business combinations is recognized at fair value on the acquisition date. Subsequent to the acquisition date, at each reporting date, the contingent consideration is remeasured and changes in the fair value resulting from a change in the underlying inputs are recognized in general and administrative expense in the consolidated statements of operations and comprehensive loss until the contingent consideration is settled.

The fair value of the contingent consideration was determined using an option pricing model that reflects the Company's expectations about the probability of payment, based on facts and circumstances that existed at the acquisition closing date. The option pricing model includes unobservable inputs such as a discount rate that equals risk-free rate plus a spread to reflect the credit risk as estimated by the Company's cost of debt, the probability of achieving established revenue targets and the probability of retaining key customers. Refer to Note 5 for inputs used to fair value contingent consideration.

Transaction costs related to business combinations are expensed as incurred and are included in general and administrative expense in consolidated statements of operations and comprehensive loss.

Asset Acquisition

The Company measures and recognizes asset acquisitions that are not deemed to be business combinations based on the cost to acquire the assets, which includes transaction costs. Goodwill is not recognized in asset acquisitions.

Contingent consideration in asset acquisitions payable in the form of cash is recognized when payment becomes probable and reasonably estimable, unless the contingent consideration meets the definition of a derivative, in which case the amount becomes part of the asset acquisition cost when acquired. Upon recognition of the contingent consideration payment, the amount is included in the cost of the acquired asset or group of assets.

Intangible Assets, net

Intangible assets consist of acquired customer relationships, developed technology, trade names and associated trademarks and noncompete agreements. Intangible assets are recognized at fair value using generally accepted valuation methods deemed appropriate for the type of intangible asset acquired, and reported net of accumulated amortization, separately from goodwill.

The Company estimates the fair value of acquired intangible assets under the income approach using the relief-from-royalty method (for developed technology, trade name and trademarks) or using the multi-period excess earnings method (for customer relationships). The relief-from-royalty method estimates the cost savings that accrue to the owner of an intangible asset who would otherwise have to

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

pay royalties or a license fee on revenues earned through the use of the asset. The estimated royalty rate is determined based on the assessment of a reasonable royalty rate that a third party would negotiate in an arm's-length license agreement for the use of the technology, trade name or trademark. The multi-period excess earnings method estimates the present value of the incremental after-tax cash flows solely attributable to the intangible asset. The estimated fair values of these intangible assets reflect various assumptions including discount rates, revenue growth rates, operating margins, terminal values and other prospective financial information.

Intangible assets are amortized using a method that reflects the pattern in which the economic benefits of the intangible asset are expected to be realized over their estimated useful lives ranging from one to twelve years. The useful lives for developed technology are determined based on expectations regarding the evolution of existing technology and future investments. The useful lives for customer-related intangible assets are determined based primarily on forecasted cash flows, which include estimates for the revenues, expenses and customer attrition associated with the assets. The useful lives of definite-lived trademarks and trade names are based on the Company's plans to phase out the trademarks and trade names in the applicable markets.

No significant residual value is estimated for intangible assets.

Goodwill

The Company tests goodwill for impairment on an annual basis on the first day of the fourth quarter or more frequently if events or changes in circumstances indicate that the goodwill may be impaired. The Company's goodwill impairment test is performed at the enterprise level given the sole reporting unit. Events that could indicate impairment that trigger an interim impairment assessment include, but are not limited to, market conditions, economic conditions, entity-specific financial performance and other events such as significant adverse change in legal factors, business climate, operational performance of the business or key personnel, and an adverse action or assessment by a regulator. Goodwill is tested for impairment by first performing a qualitative assessment to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying value. If the reporting unit does not pass the qualitative assessment, then the reporting unit's carrying value is compared to its fair value. Goodwill is considered impaired if the carrying value of the reporting unit exceeds its fair value. The fair value of the reporting unit is estimated using a combination of income and market approaches. The discounted cash flow method, a form of the income approach, uses expected future operating results and a market participant discount rate. The market approach uses comparable company prices and other relevant information generated by market transactions (either publicly traded entities or mergers and acquisitions) to develop pricing metrics to be applied to historical and expected future operating results of the reporting unit. Failure to achieve these expected results, changes in the discount rate or market pricing metrics, may cause a future impairment of goodwill. Based on the Company's assessments performed, no impairment was recorded during the year ended December 31, 2019 or 2020.

Software Developed for Internal Use

The Company capitalizes costs related to internal-use software during the application development stage including third-party consulting costs and compensation expenses related to employees who devote time to the development of the projects. The Company records software development costs in property and equipment. Costs incurred in the preliminary stages of development activities and post implementation activities are expensed in the period incurred and they are included in technology and

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

development expense in the consolidated statements of operations and comprehensive loss. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Once the additional functionality is available for general use, capitalization ceases and the asset begins being amortized. There were no costs that qualified for capitalization during the year ended December 31, 2019. The Company capitalized \$1.8 million in costs related to internal use software during the year ended December 31, 2020. Software developed for internal use is amortized straight-line over its estimated useful life of five years.

Fair Value Measurements

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

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

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

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

The carrying amounts of the Company's long-term debt approximates the fair value as it bears interest at a rate approximating a market interest rate (Level 2 inputs). The Company's cash equivalents are carried at fair value (Level 1) as determined according to the fair value hierarchy described above. The carrying values of accounts receivable, funds receivable from payment partners, unbilled receivables, prepaid expenses, accounts payable, funds payable to customers and accrued expenses and other current liabilities approximate their respective fair values due to the short-term nature of these assets and liabilities. The Company's contingent consideration and preferred stock warrants are carried at fair value, determined using Level 3 inputs in the fair value hierarchy.

Preferred Stock Warrant Liability

In connection with its financing arrangements, the Company issued warrants to purchase convertible preferred stock. The warrants to purchase preferred stock provide for net share settlement under which the maximum number of shares that could be issued represents the total amount of shares under the warrant agreements. These warrants are classified as liabilities on the Company's consolidated balance sheets as these are free standing instruments that may be required to transfer an asset upon exercise. The warrant liability associated with these warrants was recorded at fair value on the issuance date of the warrants and is marked to market each reporting period based on changes in the warrants' fair value calculated using the Black-Scholes model. Inputs used in the fair value calculation include fair value per share of the underlying preferred stock, risk-free interest rate,

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

expected dividend yield, remaining contractual term and expected volatility. The Company determines the fair value per share of the underlying preferred stock by taking into consideration the most recent sales of its convertible preferred stock, results obtained from third-party valuations and additional factors that the Company deems relevant. The Company historically has been a private company and lacks company-specific historical and implied volatility information of its stock. Therefore, it estimates its expected stock volatility based on the historical volatility of publicly traded peer companies for a term equal to the remaining contractual term of the warrants. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve for time periods approximating the remaining contractual term of the warrants. The Company estimated a 0% dividend yield based on the fact that it has never paid or declared dividends.

Changes in fair value of the warrant liability are recognized on the consolidated statements of operations and comprehensive loss. The Company will continue to adjust the warrant liability for changes in fair value until the earlier of the expiration or exercise of the warrants, or upon their automatic conversion into warrants to purchase common stock in connection with a qualified initial public offering ("IPO") such that they qualify for equity classification and no further remeasurement is required. There were no warrants issued to purchase preferred stock during the years ended December 31, 2019 or 2020.

Common Stock Warrants

The Company issued warrants to purchase common stock in conjunction with the refinancing of long-term debt during the year ended December 31, 2020. The warrants are classified as equity, based on the specific terms of warrant agreement. The warrants were recorded at fair value upon issuance, as a discount to debt in the consolidated balance sheets and are not required to be remeasured after the issuance date (refer to Note 14).

Foreign Currency Translation and Transactions

The Company's reporting currency is the U.S. Dollar. The financial statements of the Company's foreign subsidiaries are translated from local currency into U.S. dollars using the exchange rate at the balance sheet date for assets and liabilities, and the average exchange rate in effect during the period for revenue and expenses. The functional currency of the Company and its subsidiaries, with the exception of its UK subsidiary, is the U.S. Dollar. The functional currency for the Company's UK subsidiary is considered to be the local currency and, accordingly, translation adjustments for this entity are included as a component of accumulated other comprehensive loss in the Company's consolidated balance sheets. Gains and losses from the remeasurement of foreign currency transactions into the functional currency are recognized as other income (expense), net in the consolidated statements of operations and comprehensive loss and were not material for the periods presented.

Derivative Instruments and Hedging

The Company generates revenues and incurs expenses by processing payments in foreign currencies. Changes in foreign currency exchange rates could impact the Company's consolidated statements of operations and comprehensive loss as a result of changes in the value of foreign currencies. To mitigate the volatility related to fluctuations in the foreign exchange rates, the Company enters into non-deliverable forward foreign currency contracts.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company's foreign currency forward contracts economically hedge certain risk but are not designated as hedges for financial reporting purposes, and accordingly, all changes in the fair value of these derivative instruments are recorded as unrealized foreign currency transaction gains or losses and are included in the consolidated statements of operations and comprehensive loss as a component of payment processing services costs. The Company records all derivative instruments in the consolidated balance sheet at their fair values in prepaid expenses and other current assets and accrued expenses and other current liabilities.

Revenue Recognition

Effective on January 1, 2017, the Company early adopted ASU No. 2014-09, "Revenue from Contracts with Customers: Topic 606" ("ASC 606"). Under the guidance of ASC 606, revenue is recognized when a customer obtains control of promised goods or services, in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. In order to achieve this core principle, the Company applies the following five steps:

- (i) Identify the contract(s) with a customer.
- (ii) Identify the performance obligations in the contract.
- (iii) Determine the transaction price.
- (iv) Allocate the transaction price to the performance obligations in the contract.
- (v) Recognize revenue as the entity satisfies a performance obligation.

The Company derives revenue primarily from transactions and platform and usage-based fees.

Transaction Revenue – relate to fees charged for payment processing services provided to educational institutions, healthcare entities and other commercial entities (each a "Client"). The Company's services relate to facilitating payments from individuals, such as students and patients, and organizations ("Client's Customer") to Clients. Fees charged for payment processing services consist of a rate applied to the monetary value of the payment and can vary based on the currency pair conversion the transaction is settling in, as well as the geographic region in which the Client and the Client's Customer resides. Fees received are recorded as revenue in the consolidated statements of operations and comprehensive loss upon completion of the payment processing transaction. The Company does not recognize the underlying amount of the transaction being settled between the Client and the Client's Customer, as revenue in the consolidated statements of operations and comprehensive loss, as the Company is not the responsible party for fulfilling the obligation between the Client and the Client's Customer. Therefore, revenue is only recognized for the fee to which the Company is entitled for processing the payment.

The money can be wired directly from the Client's Customer to the Company, however, in certain situations when the Client's Customer lives in a country where the Company does not have an active bank account, the Company uses third-party service providers ("Partners") to collect wired funds before remitting the funds to the Company. The Partner invoices the Company on a recurring basis a fee for each payment processed and deposited into the Company's bank account. The fee paid to Partners as well as any foreign exchange banking fees paid by the Company are reflected in the payment processing services costs line in the consolidated statements of operations and comprehensive loss.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Once a Partner receives funds from a Client's Customer, the Company has the right to receive those funds from the Partner. The funds are not remitted to the Company immediately. When the Partner receives funds from the Client's Customer, the Company records a receivable, which is included in funds receivables from payment partners, and a corresponding liability, included in funds payable to customers, in the consolidated balance sheets. The amounts are generally collected or paid within one to 30 days. Partners report to the Company the funds received from the Client's Customer on a daily basis. Revenue in transactions where Partners are involved is not recognized until the payment is remitted to Clients.

The Company also earns revenue from fees charged to credit card service providers for marketing arrangements in which the Company performs certain marketing activities to increase the awareness of the credit card provider and promote certain methods of payment. Consideration under these arrangements include fixed fees and variable fees based on a percentage of transactions processed during the duration of the marketing program. Marketing services provided leverages the Company's existing network and transaction processing platform therefore, these arrangements are considered part of the Company's ordinary business activities.

In certain circumstances, the Company provides marketing services to financial institutions that are considered both a Client (for marketing services) and a service provider (for processing payments). Each one of these services are negotiated separately, each agreement is for distinct service and they are priced at fair value, therefore fees included in the marketing arrangements are accounted for as revenue, while fees paid by the Company are accounted for as payment processing services cost.

Platform and usage-based fee revenue—relate to fees earned for utilizing the Company's platform to collect their accounts receivable from Client's Customers, fees collected on payment plans established by the Client for obligations due by Client's Customer, subscription fees and fees related to printing and mailing statements. Fees charged consist of a fixed fee and a variable fee determined based on volume of transactions processed through the Company's platform.

Performance Obligations

Substantially all of the Company's arrangements represent a single promise to provide continuous access to the Company's platform to perform payment processing services, cash collection optimization services, marketing, printing and mailing services, on an as-needed basis.

As each day of providing these services is substantially the same and the Client simultaneously receives and consumes the benefits as services are provided, these services are viewed as a single performance obligation comprised of a series of distinct daily services. The Company satisfies its performance obligation as these services are provided. Revenue is recognized in the month the service is complete.

For those arrangements that include fixed consideration, the fixed component is recognized ratably over the service period while variable consideration is recognized in the period earned.

The Company considers implementation services as an activity to fulfill a contract, rather than a distinct performance obligation as the Client does not obtain benefits from the implementation service alone. The Company charges an immaterial amount for implementation services.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Variable Consideration

The Company's contracts contain variable consideration as the amount the Company expects to receive in a contract is based on the occurrence or non-occurrence of future events, such as processing services performed as a transaction-based pricing arrangement. The variable consideration relates specifically to the Company's effort to transfer each distinct daily service, as such the Company allocates the variable consideration earned to the distinct day in which those activities are performed and it recognizes these fees as revenue in period earned, at which point the variable amount is known and it does not require estimation.

Payment Terms

The Company's payment terms vary by type of Client, Client's Customer and services offered and ranges between one and 60 days. Typically, the Company charges either a fixed fee, a fixed fee per transaction or percentage of transaction value or a combination of both.

The Company does not assess whether a significant financing component exists if the period between performance obligations under the contract and payment is one year or less. None of the Company's contracts contain a significant financing component as of December 31, 2019 or 2020.

Other Revenue Recognition Policies

The Company incurs costs in processing payments which may include banking, credit card processing, foreign currency translation, partner fees, printing and mailing fees. These fees are direct costs of the Company in providing payment processing services. Since the Company controls the payment processing service, it is responsible for completing the payment, bears primary responsibility for the fulfillment of the payment service, and it has full discretion in determining the fee charged, the Company is acting as a principal. As such, the Company recognizes fees charged to its Clients on a gross basis.

Remaining Performance Obligations

The Company does not disclose the value of remaining performance obligations for (i) contracts with an original contract term of one year or less, (ii) contracts for which the Company recognizes revenue at the amount to which it has the right to invoice when that amount corresponds directly with the value of services performed, and (iii) variable consideration allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied distinct service that forms part of a single performance obligation. The Company does not have material remaining performance obligations associated with contracts with terms greater than one year.

Contract Balances from Contracts with Customers

The timing of revenue recognition, billing and cash collection results in billed receivables, unbilled receivables and deferred revenue on the consolidated balance sheet.

When fees are received prior to transferring services to the Client under the terms of a contract, deferred revenue, which is a contract liability, is recorded. Contract liabilities are recognized as revenue when services are performed and all other revenue recognition criteria have been met. The balance of deferred revenue as of December 31, 2019 and 2020 was \$1.4 million and \$1.3 million, respectively.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In certain instances, the Company delivers services in advance of billing. In this case the Company recognizes unbilled receivables which is not a contract asset as the Company has an unconditional right for payment. The balance of unbilled receivables as of December 31, 2019 and 2020 was \$1.3 million and \$1.7 million, respectively.

Contract Costs

Incremental costs for obtaining contracts that are deemed recoverable are capitalized as contract costs and are included in other assets in the consolidated balance sheets. Such costs result from the payment of sales incentives and totaled \$0 and less than \$0.1 million as of December 31, 2019 and 2020, respectively. Capitalized sales incentives are amortized over the period of benefits, which the Company has determined to be three years.

Costs to fulfill a contract are capitalized when they relate directly to an existing contract or specific anticipated contract, generate or enhance resources that will be used to fulfill performance obligations and are recoverable. Such costs primarily represent set-up and implementation costs, which include any direct cost incurred at inception of a contract. The Company capitalized \$1.5 million of costs in 2020 within other assets on the consolidated balance sheets. There was no cost qualifying for capitalization during the year ended December 31, 2019. These capitalized costs are amortized on a straight-line basis over the expected contract life, which generally is five years, starting on go-live date. The amortization is included in technology and development expense line in the consolidated statements of operations and comprehensive loss, and totaled \$0.4 million for the year ended December 31, 2020.

There was no impairment of capitalized contract costs during the year ended December 31, 2019 or 2020.

Technology and Development

Technology and development includes (a) costs incurred in connection with the development of the Company's transaction processing and payments platform, new solutions, and the improvement of existing solutions, including the amortization of software and website development costs incurred in developing transaction processing and payments platform, which are capitalized, and acquired developed technology, (b) site operations and other infrastructure costs incurred to support the transaction processing and payments platform, (c) amortization related to capitalized cost to fulfill a contract, (d) personnel-related expenses, including salaries, stock based compensation and other expenses, (e) hardware and software engineering, consultant services and other costs associated with the Company's technology platform and products, (f) research materials and facilities and (g) depreciation and maintenance expense.

Stock-Based Compensation

The Company recognizes compensation cost for all stock-based compensation awards made to employees. The Company determines compensation expense associated with restricted stock awards based on the fair value of common stock on the date of grant. The Company determines compensation expense associated with stock options based on the estimated grant date fair value method using the Black-Scholes valuation model.

Determining the fair value of each stock option grant requires judgements and estimates. Such estimates include the exercise price, option term, volatility, risk free rate and expected dividend yield.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The exercise price per share of stock options may not be less than the fair market value as determined by the Company's Board of Directors, with input from management and the assistance of a third-party valuation specialist. The Company's Board of Directors exercises judgment in determining the estimated fair value of the Company's common stock on the date of grant based on a number of objective and subjective factors, including the Company's operating and financial performance, external market conditions affecting the Company's industry sector, an analysis of publicly traded peer companies, the prices at which the Company sold shares of convertible preferred stock, the superior rights and preferences of securities senior to the Company's common stock at the time of each grant, and the likelihood of achieving a liquidity event such as an IPO or sale of the Company.

The Company lacks sufficient company-specific historical and implied volatility information for its stock; therefore, the Company estimates its expected stock volatility based on the historical volatility of publicly traded peer companies and expects to continue to do so until such time as it has adequate historical data regarding the volatility of its own traded stock price. The expected term of the Company's stock options has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods approximately equal to the expected term of the award. Expected dividend yield is zero based on the fact that the Company does not have a history of declaring or paying cash dividends.

Any changes to those estimates that the Company makes may have a significant impact on the stock-based compensation expense recorded and could materially impact the Company's results of operations.

Compensation expense is recognized using a straight-line amortization method over the requisite service period of the award, which is generally the option vesting term of four years. The Company accounts for forfeitures as they occur.

The Company classifies stock-based compensation expense in its consolidated statements of operations and comprehensive loss in the same manner in which the award recipient's payroll costs are classified.

Income Taxes

The Company accounts for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial statement and tax basis of assets and liabilities, as measured by enacted tax rates anticipated to be in effect when these differences are expected to reverse.

The measurement of deferred tax assets is reduced by a valuation allowance if, based upon available evidence, it is more-likely-than-not that some or all of the deferred tax assets will not be realized. The Company classifies deferred tax assets and liabilities as noncurrent within the consolidated balance sheets.

The Company accounts for uncertain tax positions using a two-step process to determine the amount of tax benefit to be recognized. First, the tax position is evaluated to determine the likelihood that it will be sustained upon external examination. If the tax position is deemed "more-likely-than-not" to be sustained, the tax position is then assessed to determine the amount of benefit to recognize in the financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company accounts for the earnings of its foreign subsidiaries, if any, as permanently reinvested and therefore does not provide for U.S. income taxes that could result from the distribution of those earnings to the U.S. parent.

Advertising Costs

Advertising costs are expensed as incurred and are included in selling and marketing expenses in the consolidated statements of operations and comprehensive loss. Advertising expenses were \$2.5 million and \$1.3 million for the years ended December 31, 2019 and 2020, respectively.

Net Income (Loss) per Share

The Company follows the two-class method when computing net income (loss) per share as the Company has issued shares that meet the definition of participating securities. The two-class method determines net income (loss) per share for each class of common and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed.

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

In periods in which the Company reports a net loss attributable to common stockholders, diluted net loss per share attributable to common stockholders is the same as basic net loss per share attributable to common stockholders, since dilutive common shares are not assumed to have been issued if their effect is anti-dilutive. The Company reported a net loss attributable to common stockholders for the years ended December 31, 2019 and 2020, as such basic net loss per share attributable to common stockholders was the same as diluted net loss per share attributable to common stockholders.

Comprehensive Loss

Comprehensive loss includes net loss as well as other changes in stockholders' deficit that result from transactions and economic events other than those with stockholders. The comprehensive loss for the Company equals its net loss plus changes in foreign currency translation for all periods presented.

Recently Adopted Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-15, *Statement of Cash Flows—Classification of Certain Cash Receipts and Cash Payments*, which addresses eight specific cash flow issues with the objective of reducing the existing diversity in practice in how certain cash receipts and cash payments are presented and classified in the

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

statement of cash flows. ASU 2016-15 is effective for the Company for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted. The Company adopted this ASU effective January 1, 2019, noting no material impact on its consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740)—Intra-Entity Transfers of Assets other than Inventory*. ASU 2016-16 eliminated the exception that prohibited the recognition of current and deferred income tax consequences for intra-entity asset transfers (other than inventory) until the asset has been sold to an outside party. The standard is effective for the Company for fiscal years beginning after December 15, 2018, including interim periods after those fiscal years. The Company adopted this ASU effective January 1, 2019, noting no material impact on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, *Intangibles—Goodwill and Other*, that simplifies the accounting for goodwill impairment for all entities by requiring impairment charges to be based on the first step in the current two-step impairment test under ASC 350. Under current guidance, if the fair value of a reporting unit is lower than its carrying amount (Step 1), an entity calculates any impairment charge by comparing the implied fair value of goodwill with its carrying amount (Step 2). The implied fair value of goodwill is calculated by deducting the current fair value of all assets and liabilities of the reporting unit from the reporting unit's fair value as determined in Step 1. Under ASU 2017-04, if a reporting unit's carrying amount exceeds its fair value, an entity will record an impairment charge based on that difference. The impairment charge is limited to the amount of goodwill allocated to that reporting unit. The standard is effective for all entities for fiscal years and interim periods within those fiscal years, beginning after December 15, 2021. Early adoption is permitted. The Company adopted this ASU effective January 1, 2019, noting no material impact on its consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Topic 35): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract*, which requires capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The standard is effective for fiscal years beginning after December 15, 2020 including interim periods within those fiscal years, with early adoption permitted. The Company early adopted this ASU effective January 1, 2018 using the prospective method, noting no material impact on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements. The standard is effective for all entities for fiscal years and interim periods within those fiscal years, beginning after December 15, 2019. Early adoption is permitted. The Company adopted this ASU effective January 1, 2020, noting no material impact on its consolidated financial statements.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Accounting Pronouncements Not Yet Adopted

The Company qualifies as “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 and has elected to “opt in” to the extended transition related to complying with new or revised accounting standards, which means that when a standard is issued or revised and it has different application dates for public and nonpublic companies, the Company will adopt the new or revised standard at the time nonpublic companies adopt the new or revised standard and will do so until such time that the Company either (i) irrevocably elects to “opt out” of such extended transition period or (ii) no longer qualifies as an emerging growth company. The Company may choose to early adopt any new or revised accounting standards whenever such early adoption is permitted for nonpublic companies.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* (“ASU 2016-02” or “the new lease standard”). The new lease standard sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). The standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification determines whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. In addition, a lessee is required to record (i) a right-of-use asset and a lease liability on its balance sheet for all leases with accounting lease terms of more than 12 months regardless of whether it is an operating or financing lease and (ii) lease expense for operating leases and amortization and interest expense for financing leases. Leases with a term of 12 months or less may be accounted for similar to prior guidance for operating leases. In July 2018, the FASB issued ASU No. 2018-11, which added an optional transition method under the new lease standard that allows companies to adopt the standard as of the beginning of the year of adoption as opposed to the earliest comparative period presented. In November 2019, the FASB issued guidance delaying the effective date for all entities, except for public business entities. For public entities, this guidance was effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years. For nonpublic entities, this guidance is effective for annual periods beginning after December 15, 2020. In May 2020, FASB issued ASU No. 2020-05 delaying the effective date of the new lease standard for nonpublic companies to fiscal years beginning after December 15, 2021 and interim periods within those fiscal years beginning after December 15, 2022. The Company expects to adopt this guidance effective January 1, 2022 and it is currently evaluating the impact on its consolidated financial statements and related disclosures.

In May 2019, the FASB issued ASU No. 2019-05, *Financial Instruments – Credit Losses (Topic 326): Targeted Transition Relief*, which introduces a new accounting model for recognizing credit losses on most financial instruments based on an estimate of current expected credit losses. ASU 2019-05 is effective for annual periods beginning after December 15, 2019. In April 2020, the FASB extended the adoption period allowing companies to adopt this ASU for annual periods beginning after December 15, 2021. The Company is currently evaluating the impact on its consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which simplifies the accounting for income taxes by removing certain exceptions for intra period tax allocations and deferred tax liabilities for equity method investments and adds guidance on whether a step-up in tax basis of goodwill relates to a business combination or a separate transaction. This ASU is effective for fiscal years beginning after December 15, 2020 for public companies and for fiscal years beginning after December 15, 2021 for nonpublic companies,

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

with early adoption permitted. The Company expects to adopt this guidance effective January 1, 2022 and it is currently evaluating the impact on its consolidated financial statements and related disclosures.

In August 2020, the FASB issued ASU No. 2020-06, *Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging Contracts in Entity’s Own Equity (Subtopic 815-40)* (“ASU 2020-06”), which reduces the number of accounting models for convertible debt instruments and convertible preferred stock as well as amends the derivatives scope exception for contracts in an entity’s own equity. The standard is effective for the Company on January 1, 2024, with early adoption permitted. The Company is currently evaluating the potential impact that this standard may have on its consolidated financial statements and related disclosures.

3. Revenue and Recognition

The following tables present revenue disaggregated by geographical area and major solutions. The categorization of revenue by geographical location is determined based on location of where the Client resides.

	Year Ended December 31,	
(in thousands)	2019	2020
Primary geographical markets		
United States (“U.S.”)	\$ 67,896	\$ 97,768
United Kingdom (“U.K.”)	15,532	18,217
Other countries ⁽¹⁾	11,490	15,798
Total revenues	\$ 94,918	\$ 131,783
Major solutions		
Transactions	\$ 86,580	\$ 89,607
Platform and usage-based fees	8,338	42,176
Total revenues	\$ 94,918	\$ 131,783

(1) No single country included in the other countries category generated 10% or more of total revenue.

Contract Balances from Contracts with Customers

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

	Year Ended December 31,	
	2019	2020
Accounts receivable, net of allowances	\$ 1,700	\$ 11,573
Unbilled Receivables	1,297	1,698
Deferred revenue—current	1,325	1,227
Deferred revenue—non-current	83	108

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2019, the Company recognized \$0.6 million in revenue from amounts that were included in deferred revenue as of December 31, 2018.

For the year ended December 31, 2020, the Company recognized \$1.3 million in revenue from amounts that were included in deferred revenue as of December 31, 2019.

4. Allowance for doubtful accounts

Changes in the allowance for doubtful accounts were as follows (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Allowance for doubtful accounts at the beginning of the year	\$ (200)	\$ (298)
Provisions	(253)	(237)
Write-offs, net of recoveries	155	54
Allowance for doubtful accounts at the end of the year	<u>\$ (298)</u>	<u>\$ (481)</u>

5. Fair Value Measurements

The following tables present the Company's fair value hierarchy for its financial assets and liabilities that are measured at fair value on a recurring basis (in thousands):

	<u>Fair Value Measurements as of December 31, 2019 Using:</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Financial Assets:				
Money market funds	\$ 13,179	\$ -	\$ -	\$ 13,179
Financial Liabilities:				
Preferred stock warrant liability	\$ -	\$ -	\$ 1,307	\$ 1,307
Foreign exchange contracts	-	-	5	5
Contingent consideration	-	-	2,000	2,000
	<u>\$ 13,179</u>	<u>\$ -</u>	<u>\$ 3,312</u>	<u>\$ 3,312</u>

	<u>Fair Value Measurements as of December 31, 2020 Using:</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Financial Assets:				
Money market funds	\$ -	\$ -	\$ -	\$ -
Foreign exchange contracts	-	-	54	54
	<u>-</u>	<u>-</u>	<u>\$ 54</u>	<u>54</u>
Financial Liabilities:				
Preferred stock warrant liability	\$ -	\$ -	\$ 1,932	\$ 1,932
Contingent consideration	-	-	12,500	12,500
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,432</u>	<u>\$ 14,432</u>

During the year ended December 31, 2019 and 2020, there were no transfers between Level 1, Level 2 or Level 3.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Preferred stock warrant liability

The preferred stock warrant liability in the table above consists of the fair value of warrants to purchase convertible preferred stock (refer to Note 13). The fair value of the preferred stock warrant liability was determined using significant inputs not observable in the market, which represent a Level 3 measurement within the fair value hierarchy.

The table below summarizes the weighted average of the most significant inputs used to fair value the preferred stock warrant liability:

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Fair value of preferred stock	\$ 13.99	\$ 19.42
Risk-free interest rate	1.83%	0.66%
Expected volatility	44.0%	42.5%
Expected dividend yield	0%	0%
Remaining contractual term (in years)	5	4

Contingent consideration

The following table presents the unobservable inputs incorporated into the valuation of contingent consideration:

	<u>Year Ended December 31, 2020</u>
Discount rate	10%
Probability of successful achievement*	71%-100%
Performance period	2 years

* Probability of successful achievement was set at 71% for certain targets and at 100% for others based on the Company's best estimates on achieving them.

Increases or decreases in any of the probabilities of success in which revenue targets are expected to be achieved would result in a higher or lower fair value measurement, respectively. Increases or decreases in the discount rate would result in a lower or higher fair value measurement, respectively.

The following table summarizes the changes in the carrying value of the contingent consideration (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Beginning balance	\$ 13,763	\$ 2,000
Additions	-	7,100
Change in fair value	660	5,400
Contingent consideration paid	(12,423)	(2,000)*
Ending balance	<u>\$ 2,000</u>	<u>\$ 12,500</u>

* Amounts of \$0.7 million paid in excess of fair value initially recorded in purchase accounting were classified as operating cash flows in the Consolidated Statements of Cash Flows.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

6. Derivative Instruments

As part of the Company's foreign currency risk management program, the Company uses foreign currency forward contracts to mitigate the volatility related to fluctuations in the foreign exchange rates. Derivative transactions such as foreign currency forward contracts are measured in terms of the notional amount; however, this amount is not recorded on the consolidated balance sheets and is not, when viewed in isolation, a meaningful measure of the risk profile of the derivative instruments. The notional amount is generally not exchanged but is used only as the underlying basis on which the value of foreign exchange payments under these contracts is determined. As of December 31, 2019 and 2020, respectively, the Company had 1,570 and 3,647 open foreign exchange contracts. As of December 31, 2019 and 2020, the Company had foreign currency forward contracts outstanding with a notional amount of \$10.2 million and \$11.8 million, respectively.

The Company records all derivative instruments in the consolidated balance sheets at their fair values. As of December 31, 2019, the Company recorded a liability of less than \$0.1 million and as of December 31, 2020, the Company recorded an asset of less than \$0.1 million related to outstanding foreign exchange contracts. The Company recognized a loss of \$0.1 million and \$0.5 million during the year ended December 31, 2019 and 2020, respectively, which was included in the general and administrative line within the consolidated statements of operations and comprehensive loss.

7. Accrued Expenses and Other Current Liabilities

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

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Accrued employee compensation and related taxes	\$ 3,696	\$ 9,371
Accrued vendor liabilities	1,887	2,542
Accrued income taxes payable	321	1,027
Accrued professional services	760	937
Other accrued expenses and current liabilities	724	1,114
	<u>\$ 7,388</u>	<u>\$ 14,991</u>

8. Property and Equipment, net

Property and equipment, net consisted of the following (dollars in thousands):

	<u>Estimated Useful Life (Years)</u>	<u>December 31,</u>	
		<u>2019</u>	<u>2020</u>
Computer equipment and software	3-5	\$ 2,311	\$ 1,465
Internal use software	5	-	1,779
Furniture and fixtures	3	995	687
Leasehold improvements	Shorter of lease term or useful life	4,864	3,989
		<u>8,170</u>	<u>7,920</u>
Less: Accumulated depreciation and amortization		<u>(3,320)</u>	<u>(2,819)</u>
		<u>\$ 4,850</u>	<u>\$ 5,101</u>

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Depreciation and amortization expense was \$1.2 million and \$1.9 million for the years ended December 31, 2019 and 2020, respectively.

During the year ended December 31, 2020 the Company wrote off \$2.6 million of property and equipment with accumulated depreciation of \$2.5 million, as the assets were determined to no longer have any future economic benefits.

As of December 31, 2019 and 2020, the carrying value of internal-used software was \$0 and \$ 1.7 million, respectively. Amortization expense related to internal-used software was \$0 and \$0.1 million for the year ended December 31, 2019 and 2020, respectively.

Geographic Information

The following table summarizes the Company's property and equipment, net based on geography (in thousands):

	December 31,	
	2019	2020
Long-lived assets:		
U.S.	\$ 3,957	\$ 4,485
U.K.	276	220
Other countries	617	396
	<u>\$ 4,850</u>	<u>\$ 5,101</u>

9. Acquisitions

2020 Business Acquisition

Simplificare Inc.

On February 13, 2020, the Company completed its acquisition of Simplificare Inc. ("Simplee"), a provider of healthcare payment and collections software. The acquisition of Simplee was intended to further expand the capabilities of the Company and to acquire additional customers in the healthcare market. The acquisition of Simplee has been accounted for as a business combination.

Pursuant to the terms of the agreement, the Company acquired all outstanding equity of Simplee for estimated total purchase consideration of \$86.5 million, which consists of (in thousands):

Cash consideration, net of cash acquired	\$ 79,401
Estimated fair value of contingent consideration	7,100
Total purchase consideration, net of cash acquired	<u>\$ 86,501</u>

Contingent consideration represents additional payments that the Company may be required to make in the future, which totals up to \$20.0 million depending on the Company reaching certain revenue and integration targets established for the years ended December 31, 2020 and 2021, as well as retaining key customers. A portion of the contingent consideration is also tied to continuing employment of certain key employees; accordingly, \$2.1 million has been excluded from the purchase price allocation. During the year ended December 31, 2020 the Company expensed \$1.1 million in

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

personnel costs associated with the contingent consideration, in the Company's consolidated statements of operations and comprehensive loss, and recorded a liability included in accrued expenses and other current liabilities on the consolidated balance sheet. The contingent consideration is payable at the one-year and two-year acquisition anniversary dates based on the prior year results.

The Company incurred \$1.9 million in transaction costs related to the Simplee acquisition, of which \$0.4 million was incurred during the year ended December 31, 2019 and \$1.5 million was incurred during the year ended December 31, 2020. Additionally, the Company incurred \$3.4 million of retention costs during the year ended December 31, 2020 to compensate employees of Simplee for future services. This amount was included in personnel costs in the Company's consolidated statements of operations and comprehensive loss.

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

Cash	\$ 2,190
Accounts receivable	8,555
Prepaid expenses and other assets	1,578
Property and equipment, net	107
Deferred tax assets	6,587
Goodwill	31,696
Identifiable intangible assets	58,800
Total assets acquired	<u>109,513</u>
Deferred tax liabilities	15,092
Accounts payable	2,267
Accrued expenses and other liabilities	3,463
Total liabilities assumed	<u>20,822</u>
Net assets acquired	88,691
Less: cash acquired	2,190
Net assets, less cash acquired	<u>\$ 86,501</u>

Goodwill arising from the acquisition of \$31.7 million was attributable to the workforce of Simplee and the synergies expected to arise from the acquisition. The Company expects that no goodwill from this acquisition will be deductible for income tax purposes.

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

	Estimated Fair Values	Weighted-Average Estimated Amortization Periods
	(in thousands)	(years)
Developed technology	\$ 10,500	8
Customer relationships	48,300	12
	<u>\$ 58,800</u>	

The results of Simplee have been included in the consolidated financial statements since the date of the acquisition. Simplee's consolidated revenue included in the consolidated financial statements

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

since the acquisition date was \$34.1 million. The Company has not disclosed net income or loss since the acquisition date as the business was fully integrated into the consolidated Company's operations and therefore it was impracticable to determine this amount.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information shows the results of the Company's operations for the years ended December 31, 2019 and 2020 as if the acquisition had occurred on January 1, 2019. The unaudited pro forma financial information is presented for information purposes only and is not necessarily indicative of what would have occurred if the acquisition had occurred as of that date. The unaudited pro forma information is also not intended to be a projection of future results due to the integration of the acquired operations of Simplee. The unaudited pro forma information reflects the effects of applying the Company's accounting policies and certain pro forma adjustments to the combined historical financial information of the Company and Simplee. The pro forma adjustments include:

- incremental amortization expense associated with the estimated fair value of identified intangible assets;
- revenue and cost of revenue adjustments as a result of the reduction in deferred revenue and the cost related to their estimated fair value;
- incremental employee compensation expense for Simplee employees; and
- the estimated tax impact of the above items.

In addition, the pro forma net loss attributable to the Company includes recognition of transaction costs related to the acquisition in net loss as of the beginning of the earliest period presented. Accordingly, pro forma net loss attributable to the Company for the year ended December 31, 2019 includes \$1.9 million of transaction costs.

	Year Ended December 31, 2019		Year Ended December 31, 2020	
	Actual	Pro Forma	Actual	Pro Forma
	(in thousands)			
Revenue	\$ 94,918	\$ 120,516	\$ 131,783	\$ 136,269
Net Loss	\$ (20,116)	\$ (20,343)	\$ (11,107)	\$ (13,444)

2018 Acquisitions

OnPlan Holdings, LLC

On January 18, 2018, the Company acquired all of the issued and outstanding capital stock of OnPlan Holdings, LLC ("OnPlan"), a payment plan platform, for total purchase consideration of \$28.1 million, consisting of \$13.2 million of cash paid at closing, \$1.5 million deferred consideration paid in 2019 and \$13.4 million estimated fair value of contingent consideration dependent upon the achievement of certain revenue targets. Based on actual results, the final contingent consideration was \$14.1 million. Of this amount, \$12.1 million was paid in 2019 with the remaining \$2.0 million paid in January 2020.

VialQ

On April 20, 2018, the Company acquired certain assets of VialQ LLC ("VialQ"), a cloud-based customer invoicing platform for total purchase consideration of \$1.6 million, consisting of \$1.1 million cash paid at closing and \$0.5 million paid in 2019.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

10. Goodwill and Acquired Intangible Assets

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

	Year Ended December 31,	
	2019	2020
Beginning balance	\$ 12,899	\$ 12,924
Goodwill related to Simplee acquisition	-	31,696
Foreign currency translation adjustment	25	30
Ending balance	<u>\$ 12,924</u>	<u>\$ 44,650</u>

No goodwill impairment was recorded during the years ended December 31, 2019 and 2020.

Acquired intangible assets to amortization consisted of the following (in thousands, other than years):

	December 31, 2019			Weighted Average Remaining Life (Years)
	Gross Carrying Value*	Accumulated Amortization	Net Carrying Amount	
Developed Technology	\$ 14,564	\$ (3,511)	\$ 11,053	6.07
Customer Relationships	4,012	(1,234)	2,778	6.76
Trade Name/Trademark	511	(334)	177	1.04
Non-Compete Agreement	469	(180)	289	3.05
	<u>\$ 19,556</u>	<u>\$ (5,259)</u>	<u>\$ 14,297</u>	

* Includes less than \$0.1 million of foreign currency translation adjustments

	December 31, 2020			Weighted Average Remaining Life (Years)
	Gross Carrying Value*	Accumulated Amortization	Net Carrying Amount	
Developed Technology	\$ 25,063	\$ (6,595)	\$ 18,468	6.13
Customer Relationships	52,312	(2,772)	49,540	10.88
Trade Name/Trademark	511	(504)	7	0.04
Non-Compete Agreement	469	(273)	196	2.05
	<u>\$ 78,355</u>	<u>\$ (10,144)</u>	<u>\$ 68,211</u>	

* Includes less than \$0.1 million of foreign currency translation adjustments

Amortization expense for the years ended December 31, 2019 and 2020 was \$2.5 million and \$4.9 million, respectively.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

As of December 31, 2020, the estimated annual amortization expense of intangible assets for each of the next five years and thereafter is expected to be as follows (in thousands):

	Estimated Amortization Expense
2021	\$ 6,002
2022	6,881
2023	7,588
2024	7,892
2025	7,714
Thereafter	32,134
	<u>\$ 68,211</u>

11. Debt

The components of the Company's outstanding debt consisted of the following (in thousands):

	Year Ended December 31,	
	2019	2020
Long term debt	\$ 25,000	\$ 25,000
Less unamortized debt discount	(267)	(430)
Less unamortized debt issuance costs	(100)	(218)
Less current portion	(3,895)	-
Long term debt, net	<u>\$ 20,738</u>	<u>\$ 24,352</u>

Loan and Security Agreement

On January 16, 2018, the Company entered into a Loan and Security Agreement with a financial institution for a \$25.0 million loan (the "LSA") with interest at a rate of 8.5% per annum. The proceeds of the LSA were used to fund the acquisition of OnPlan. The LSA could be drawn down in three tranches. The first tranche of \$15.0 million was drawn in January 2018, while the remaining two tranches were drawn in February 2019 and August 2019 for \$5.0 million each. The LSA maturity date was January 22, 2022. The Company was obligated to make monthly interest payments on the loan. The LSA was interest only until either August 1, 2019 or February 1, 2020 pending on achieving certain revenue and margin targets. The Company incurred debt issuance costs of \$0.2 million in connection with the issuance of the LSA. These issuance costs were amortized to interest expense, using the effective interest method, over the term of the loan.

On December 31, 2018, the Company achieved the required targets, and deemed that the principal payments would not commence until February 1, 2020. In connection with the LSA, the Company issued 127,000 warrants to purchase Series C Convertible Preferred Stock. The Company determined the fair value of the debt and warrants and allocated the debt proceeds to the debt and warrants as these warrants are freestanding financial instruments that may require the Company to transfer assets upon exercise. The initial fair value of the warrants was \$0.6 million and was treated as a debt discount and amortized to interest expense, using the effective interest method, over the term of the loan.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The LSA does not include any financial covenants. The LSA contains negative covenants that restrict, among other things, the Company's ability to sell assets, make investments and acquisitions, make capital expenditures, grant liens, pay dividends and make certain other restricted payments.

The LSA is subject to customary mandatory prepayment provisions and acceleration upon events of default for, among other things, non-payment, breach of covenants, certain large judgments and misrepresentations. The Company may make voluntary prepayments of the LSA at any time without penalty or premium. The Company did not make any prepayments of the LSA during the years ended December 31, 2019 and 2020.

Amendments to Loan and Security Agreement

On April 25, 2020 the Company entered into a Joinder and First Amendment to the Loan and Security Agreement for administrative matters.

On May 18, 2020, the Company entered into a Joinder and Second Amendment to Loan and Security Agreement to refinance the LSA. As part of the amendment, the financial institution re-advanced \$4.2 million of principal paid on the loan through May 1, 2020. The final maturity date of the LSA was extended to May 2025. The new stated interest rate at a floating per annum rate equal to the greater of (i) 5.25% above the prime rate; or (ii) 8.50%. The LSA is interest only until May 2023. Beginning on June 1, 2023, the Company will make 24 equal principal payments. The Company incurred \$0.2 million in commitment fees from the financial institution to close the refinancing. These commitment fees were recorded as a reduction to the loan balance on the balance sheet.

Both amendments were accounted for as debt modifications.

In connection with the Joinder and Second Amendment, the Company issued warrants to the lenders under the LSA to purchase up to a total of 63,057 shares of the Company's common stock, at an exercise price of \$11.84 per share. These warrants are classified as equity (refer to Note 14). The initial fair value of the warrants of \$0.3 million and was treated as a debt discount and amortized to interest expense, using the effective interest method, over the term of the loan.

Future Principal Payments

As of December 31, 2020, the aggregate minimum future principal payments due in connection with the Company's LSA in the next five years were as follows (in thousands):

2021	\$ -
2022	-
2023	7,292
2024	12,500
2025	5,208
	<u>\$ 25,000</u>

In 2019, the Company recorded interest expense of \$2.5 million, including amortization of debt issuance cost and debt discount of \$0.3 million. In 2020, the Company recorded interest expense of \$2.5 million, including amortization of debt issuance cost and debt discount of \$0.2 million.

12. Preferred Stock

The Company has issued Series A convertible preferred stock (the "Series A Preferred Stock"), Series B convertible preferred stock (the "Series B Preferred Stock"), Series B1-NV convertible preferred stock (the "Series B1-NV Preferred Stock"), Series B1 convertible preferred stock (the "Series B1 Preferred Stock"), Series C convertible preferred stock (the "Series C Preferred Stock"),

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Series D convertible preferred stock (the "Series D Preferred Stock"), Series E-1 redeemable convertible preferred stock and Series E-2 redeemable convertible preferred stock (the "Series E Preferred Stock"). The Series A Preferred Stock, the Series B Preferred Stock, the Series B1-NV Preferred Stock, the Series B1 Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, and the Series E Preferred Stock are collectively referred to as the "Preferred Stock".

In February 2020, the Company issued and sold 3,746,640 shares of Series E Preferred Stock at \$32.0287 per share for total gross proceeds of \$120.0 million. The Company incurred issuance costs in connection with this transaction of \$0.2 million. In conjunction with the sale of the Series E Preferred Stock, the Company amended its certificate of incorporation to increase shares authorized for issuance to a total of 26,312,842 shares of Preferred Stock with a par value of \$0.0001 per share.

Upon issuance of each class of Preferred Stock, the Company assessed the embedded conversion and liquidation features of the securities and determined that such features did not require the Company to separately account for these features. The Company also concluded that no beneficial conversion feature existed on the issuance date of each class of Preferred Stock.

The Company's Preferred Stock consisted of the following:

	December 31, 2019			
	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference
<i>(in thousands, except share data)</i>				
Series A Preferred Stock	4,825,062	4,825,062	\$ 14,807	\$ 14,843
Series B Preferred Stock	3,305,829	3,305,829	9,163	9,199
Series B1-NV Preferred Stock	2,775,311	381,842	1,174	1,174
Series B1 Preferred Stock	2,775,311	2,393,469	7,326	7,357
Series C Preferred Stock	5,081,951	4,954,951	28,072	28,143
Series D Preferred Stock	2,208,334	2,208,334	49,859	50,000
	<u>20,971,798</u>	<u>18,069,487</u>	<u>\$ 110,401</u>	<u>\$ 110,716</u>

	December 31, 2020				
	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
<i>(in thousands, except share data)</i>					
Series A Preferred Stock	4,825,062	4,825,062	\$ 14,807	\$ 14,843	4,825,062
Series B Preferred Stock	3,305,829	3,305,829	9,163	9,199	3,305,829
Series B1-NV Preferred Stock	2,775,311	381,842	1,174	1,174	381,842
Series B1 Preferred Stock	2,775,311	2,393,469	7,326	7,357	2,393,469
Series C Preferred Stock	5,081,951	4,954,951	28,072	28,143	4,954,951
Series D Preferred Stock	2,208,334	2,208,334	49,859	50,000	2,208,334
Series E-1 Preferred Stock	2,374,954	1,750,514	55,960	70,080	1,750,514
Series E-2 Preferred Stock	2,966,090	1,996,126	63,809	79,920	1,996,126
	<u>26,312,842</u>	<u>21,816,127</u>	<u>\$ 230,170</u>	<u>\$ 260,716</u>	<u>21,816,127</u>

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The holders of Preferred Stock have the following rights and preferences (Series B, B1, and B1-NV collectively referred to as "Senior Preferred Stock"):

Voting

The holders of the Preferred Stock are entitled to vote, together with the holders of common stock, on all matters submitted to stockholders for a vote. Each holder of Preferred Stock is entitled to the number of votes equal to the number of whole shares of common stock into which each Preferred Stock is convertible at the time of such vote. The holders of Preferred Stock shall vote together with the holders of common stock as a single class, except for the election of the Board of Directors. For such election, the holders of Preferred Stock shall vote exclusively as a separate class to elect three directors. The holders of Class A common stock shall vote exclusively to elect one director. The remainder of the directors of the Company shall be elected by the holders of common stock and preferred stock voting as a single class and are entitled to elect three directors.

Except as may otherwise be required under Delaware General Corporation Law, holders of the Series B1-NV Preferred Stock and the Series E-2 Preferred Stock shall have no right to vote in respect of such shares.

Conversion

Each share of Preferred Stock is convertible, at the option of the holder, at any time after the date of issuance of such share, into such number of fully paid and nonassessable shares of common stock.

The conversion ratio of each series of Preferred Stock is determined by dividing the applicable Original Issue Price of each series by the applicable Conversion Price of each series in effect on the date the certificate is surrendered for conversion. The Original Issue Price per share is \$1.974 for Series A Preferred Stock, \$1.974 for Series B Preferred Stock, \$2.252 for Series B1 Preferred Stock and Series B1-NV Preferred Stock, \$4.44 for Series C Preferred Stock, \$22.6415 for Series D Preferred Stock, and \$32.0287 for Series E Preferred Stock, each subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization and other adjustments as set forth in the Company's certificate of incorporation, as amended and restated.

Mandatory Conversion

Each share of Preferred Stock will automatically be converted into shares of the Company's common stock, at the then effective conversion price upon the closing of the sale of shares of common stock at a price to the public of at least \$44.8402 per share, subject to appropriate adjustment for stock splits, stock dividends, combinations and other similar recapitalizations affecting such shares, in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, with net proceeds to the Company of at least \$50 million.

Liquidation

Series A Preferred Stock

In the event of a voluntary or involuntary liquidation, dissolution, or winding up of the Company the holders of the Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

holders of the common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series A Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Senior Preferred Stock (Series B, B1 and B1-NV)

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company the holders of the Senior Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series A Preferred Stock or (ii) common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable preferred stock Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Senior Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Senior Preferred Stock the full amount to which they shall be entitled, the holders of shares of Senior Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Series C Preferred Stock

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Senior Preferred Stock (ii) Series A Preferred Stock or (iii) common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series C preferred stock Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series C Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Series D Preferred Stock

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series D preferred stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series C Preferred Stock (ii) Senior Preferred Stock (iii) Series A preferred stock or (iv) common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series D preferred stock Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series D Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series D Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series D Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Series E Preferred Stock (Series E-1 and E-2)

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series E preferred stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series D Preferred Stock, (ii) Series C Preferred Stock, (iii) Senior Preferred Stock, (iv) Series A Preferred Stock, (v) Common Stock, or (vi) any other class or series of capital stock of the Corporation, in each case by reason of their ownership thereof, an amount per share equal to the greater of (a) (i) 125% of the Series E Preferred Stock Original Issue Price, plus any dividends declared but unpaid thereon (if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated before the second anniversary of the Series E original issue date) and (ii) Series E Original Issue Price, plus any dividends declared but unpaid (if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated on or after the second anniversary of the Series E original issue date) or (b) such amount per share as would have been payable had all shares of Series E Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company, if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated before the second anniversary of the Series E original issue date.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series E Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series E Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Dividends

In July 2018, coinciding with the issuance of Series D Preferred Stock, the certificate of incorporation was amended to eliminate the future accrual of dividends. Holders of Series A Preferred Stock, Senior Preferred Stock and Series C Preferred Stock were entitled to accrue dividends through the Series D Preferred Stock issuance date of July 5, 2018 (the "Preferred Stock Dividends") out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend to shareholders of common stock. The Preferred Stock Dividends shall be cumulative and accrue, day to day through the Series D Preferred Stock issuance date, at a rate per annum of 8% per share on such shares of preferred stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the preferred stock. The holders of Series D Preferred Stock and Series E Preferred Stock are not entitled to accrue dividends.

Accumulated dividends were as follows (in thousands):

	Year Ended December 31,	
	2019	2020
Series A Preferred Stock	\$ 5,318	\$ 5,318
Series B Preferred Stock	1,967	1,967
Series B1-NV Preferred Stock	314	314
Series B1 Preferred Stock	2,673	2,673
Series C Preferred Stock	6,143	6,143
Series D Preferred Stock	-	-
Series E Preferred Stock	-	-
	<u>\$ 16,415</u>	<u>\$ 16,415</u>

No dividends were declared or paid by the Company during the years ended December 31, 2019 and 2020.

Redemption

Series A, B, B1 B1-NV, C and D of Preferred Stock do not contain any date-certain redemption features. At any time on or after the fifteenth anniversary of the Series E Preferred Stock issue date, any holder of Series E Preferred Stock may elect to have all outstanding shares of Series E Preferred Stock redeemed. The redemption price for each share of Series E Preferred Stock will be the original issue price per share, plus any declared but unpaid dividends. All classes of the Company's Preferred Stock are contingently redeemable upon a deemed liquidation event.

Classification of Convertible Preferred Stock

The Preferred Stock is contingently redeemable upon certain deemed liquidation events outside of the Company's control such as a dissolution, winding up of the Company, merger or consolidation, or other disposition of all or substantially all the assets of the Company. Accordingly, all shares of convertible Preferred Stock have been presented outside of permanent equity in mezzanine equity on the consolidated balance sheets.

The Company recorded the convertible Preferred Stock at fair value on the dates of issuance, net of issuance costs. Shares of convertible preferred stock are not currently redeemable. The Company

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

did not adjust the carrying values of the convertible preferred stock to the deemed liquidation values of such shares since a liquidation event was not probable at any of the balance sheet dates. Subsequent adjustments to increase or decrease the carrying values to the ultimate liquidation values will be made only if, and when, it becomes probable that such a liquidation event will occur. The Company will evaluate the redemption contingency at each reporting period, reclassifying the instrument to a liability when the contingency is resolved and the convertible preferred stock becomes mandatorily redeemable.

Classification and Accretion of Redeemable Convertible Preferred Stock

The Company has classified redeemable convertible preferred stock outside of stockholders' deficit because the shares contain certain redemption features that are not solely within the control of the Company. Costs incurred in connection with the issuance of each series of redeemable convertible preferred stock are recorded as a reduction of gross proceeds from issuance. The Company records periodic accretion to the carrying values of its outstanding redeemable convertible preferred stock such that the carrying value of the redeemable convertible preferred stock will be equal to the original issuance cost at the earliest date of redemption. Adjustments to the carrying values of the redeemable convertible preferred stock to record this accretion at each reporting date are considered a deemed dividend, which adjusts additional paid-in capital and increases or decreases net loss attributable to common stockholders in computing basic and diluted net loss per share.

13. Warrants to Purchase Convertible Preferred Stock

In connection with the January 2018 LSA, the Company issued 127,000 warrants to purchase Series C Convertible Preferred Stock. The Company's warrants to purchase preferred stock provide for net share settlement under which the maximum number of shares that could be issued represents the total amount of shares under the warrant agreements. The maximum number of shares that could be required to be issued to net share settle the warrants is 28,603 shares of Series C Convertible Preferred Stock.

As of December 31, 2019 and 2020 warrants to purchase the following classes of Preferred Stock were outstanding:

Series of Preferred Stock	Issuance Date	Number of Preferred Shares Issuable under Warrant	Weight Average Exercise Price	Remaining Contractual Term (In Years)	Fair Value of Warrants (In Thousands)
Series C	January 16, 2018	127,000	\$ 4.44	4.0	\$ 1,932

As a result of changes in the fair value of these warrants, the Company recorded other expense of \$0.1 million and \$0.6 million, for the years ended December 31, 2019 and 2020, respectively.

The following table provides a roll forward of the aggregate fair value of the Company's preferred stock warrants (in thousands).

	Year Ended December 31,	
	2019	2020
Balance at beginning of period	\$ 1,180	\$ 1,307
Changes in fair value	127	625
Balance at end of period	<u>\$ 1,307</u>	<u>\$ 1,932</u>

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

14. Common Stock and Common Stock Warrants

As of December 31, 2019, the Company's amended and restated certificate of incorporation authorized the issuance of 34 million shares, par value of \$.0001 common stock. In February 2020, the amended and restated certificate of incorporation adjusted common stock reserved for issuance in connection with the conversion of Preferred Stock to a total of 26,312,842 shares and upon the exercise of stock options under the Company's 2018 Equity Incentive plan to a total of 9,977,175.

Each share of common stock entitles the holder to one vote on all matters submitted to the Company's stockholders for a vote. Holders of common stock are entitled to receive dividends at the discretion of the Board of Directors pending on applicable laws and the Company's financial condition, results of operations, cash requirements, prospects and other factors as the Board of Directors may deem relevant. The holders have no preemptive, conversion, or other subscription rights. There are no redemption or scheduled installment payment provisions relating to shares of common stock. All the outstanding shares of common stock are fully paid and nonassessable. As of December 31, 2019 and 2020, no cash dividend have been declared or paid.

On May 18, 2020, in connection with the Company's refinancing of the LSA, the Company issued warrants to purchase 63,057 shares of common stock at \$11.84 per share that were classified as equity. The initial fair value of the warrants was \$0.4 million. The warrants, if not exercised, expire on May 17, 2030. The fair value of the warrants was determined using the Black Scholes model on the date of issuance using the assumptions as presented below:

	<u>Year Ended December 31,</u> <u>2020</u>
Risk-free interest rate	0.73%
Expected dividend yield	0%
Expected volatility	38.5%
Remaining contractual term (years)	10

The following table summarizes information about the Company's outstanding common stock warrants as of December 31, 2020:

	<u>Date</u>		<u>Strike Price</u>	<u>Total Warrants Outstanding and Exercisable</u>	<u>Exercise Price</u>	<u>Weighted Average Exercise Price</u>
	<u>Issued</u>	<u>Expiration</u>				
LSA Warrants	August-12	August-22	\$ 0.50	25,000	\$ 0.50	\$ 0.50
LSA Warrants	May-20	May-30	\$ 11.84	63,057	\$ 11.84	\$ 11.84

15. Stock-Based Compensation

2009 Equity Incentive Plan

The Company's 2009 Equity Incentive Plan (the "2009 Plan") provided for the issuance of shares of common stock in the form of incentive stock options, nonqualified stock options, and restricted stock awards to the Company's Board of Directors, officers, employees and outside consultants. The 2009 Plan was terminated in 2018, as such no further awards are currently being made under the 2009 Plan, however awards outstanding under the 2009 Plan will continue to be governed by their existing terms.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The stock options under 2009 Plan generally vest over four-year period and expire within ten years from the date of grant. Any options that are canceled or forfeited before expiration become available for future grants.

2018 Equity Incentive Plan

The Company's 2018 Equity Incentive Plan (the "2018 Plan") provides for the issuance of a total of 9,977,175 shares of common stock in the form of incentive stock options, nonqualified stock options, and restricted stock awards to the Company's directors, officers, employees and outside consultants. The 2018 Plan is administered by the Board of Directors or, at the discretion of the Board of Directors, by a committee of the Board of Directors. The exercise prices, vesting and other restrictions are determined at the discretion of the Board of Directors, or its committee if so delegated.

The stock options generally vest over four-year period and expire within ten years from the date of grant. Any options that are canceled or forfeited before expiration become available for future grants. As of December 31, 2020, an aggregate of 783,949 incentive stock options, nonqualified options, and restricted stock awards of the Company are still available for future grant.

The following presents a summary of option activity since December 31, 2019:

	Number of Shares	Weighted- Average Exercise Price Per Share	Weighted- Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value (In Thousands)
Outstanding as of December 31, 2019	5,550,064	\$ 4.68	7.05	
Granted	948,841	11.84		
Exercised	(617,565)	1.23		
Cancelled	(265,173)	9.16		
Expired	(46,566)	4.15		
Outstanding as of December 31, 2020	<u>5,569,601</u>	<u>\$ 6.06</u>	<u>6.64</u>	<u>\$ 32,174</u>
Exercisable as of December 31, 2020	3,536,890	\$ 3.70	5.47	\$ 28,792
Vested or expected to vest as of December 31, 2020	5,446,743	\$ 5.96	6.59	\$ 32,032

The aggregate intrinsic value was calculated as the difference between exercise price of the underlying awards and the calculated price of the Company's common stock at December 31, 2020. The aggregate intrinsic value of stock options exercised during the years ended December 31, 2019 and 2020 was \$1.9 million and \$6.6 million, respectively.

The Company received cash proceeds from the exercise of common stock options of \$0.5 million and \$0.8 million during the years ended December 31, 2019 and 2020, respectively.

The weighted average grant-date fair value of stock options granted during the years ended December 31, 2019 and 2020 was \$9.88 per share and \$11.84 per share, respectively.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The fair value of each option award is estimated on the date of grant using the Black-Scholes option-pricing model. The table below quantifies the weighted average of the most significant inputs to determine the fair value of stock options granted.

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Risk-free interest rate	2.10%	0.47%
Expected dividend yield	0%	0%
Expected volatility	39.8%	42.0%
Expected terms (in years)	6	6

During 2018, the Company granted restricted stock awards (“RSAs”) to employees under the 2018 Plan. The RSAs vest ratably over a four-year period from the date of grant. The fair value of each RSA on the date of grant is the estimated fair value of the common stock on the date of grant. The following table summarizes the restricted stock activity for the year ended December 31, 2020:

	<u>Number of Shares</u>	<u>Weighted-Average Grant Date Fair Value</u>	<u>Aggregate Fair Value</u> (In Thousands)
Unvested as of December 31, 2019	504,047	\$ 2.93	
Granted	-	-	
Vested	(244,885)	2.93	\$ 718
Cancelled	(35,323)	2.93	\$ 104
Unvested as of December 31, 2020	<u>223,839</u>	<u>\$ 2.93</u>	

As of December 31, 2020, there was \$7.9 million of total unrecognized compensation expense related to unvested stock options and restricted stock awards, which is expected to be recognized over a weighted-average period of 2.4 years.

The following table summarizes the stock-based compensation expense for stock options and restricted stock awards granted to employees that was recorded in the Company’s consolidated statements of operations and comprehensive loss (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Technology and development	640	766
Selling and marketing	905	1,275
General and administrative	1,404	1,803
Total stock-based compensation expense	<u>\$ 2,949</u>	<u>\$ 3,844</u>

During the year ended December 31, 2019, the Company repurchased 30,000 shares of common stock for \$0.3 million. The repurchase was approved by the Board of Directors.

As of December 31, 2019 and 2020, the Company had reserved 28,377,389 and 32,754,479 shares, respectively, of common stock for the conversion of the outstanding Preferred Stock, exercise of outstanding stock options, the number of shares remaining available for grant under the Company’s 2018 Plan and the exercise of outstanding warrants to purchase shares of common stock (refer to Note 14).

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

16. Net Loss per Share

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

	Year Ended December 31,	
	2019	2020
Numerator:		
Net loss	\$ (20,116)	\$ (11,107)
Accretion of preferred stock to redemption value	—	(14)
Net loss attributable to common stockholders—basic and diluted	<u>\$ (20,116)</u>	<u>\$ (11,121)</u>
Denominator:		
Weighted average common shares outstanding—basic and diluted	5,355,696	6,129,966
Net loss per share attributable to common stockholders—basic and diluted	<u>\$ (3.76)</u>	<u>\$ (1.81)</u>

The Company's potential dilutive securities have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common stockholders is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to common stockholders for the periods indicated because including them would have had an anti-dilutive effect:

	Year Ended December 31,	
	2019	2020
Warrants for the purchase of common stock	25,000	88,057
Warrants for the purchase of convertible preferred stock (as converted into common stock)	127,000	127,000
Redeemable convertible preferred stock (as converted into common stock)	-	3,746,640
Convertible preferred stock (as converted into common stock)	18,069,487	18,069,487
Unvested restricted stock awards	504,047	223,839
Stock options to purchase common stock (as converted to common stock)	5,550,064	5,569,601
	<u>24,275,598</u>	<u>27,824,624</u>

17. Income Taxes

The following table presents the components of loss before provision for income taxes (in thousands):

	Year Ended December 31,	
	2019	2020
United States	\$ (21,338)	\$ (21,033)
Foreign	1,772	2,757
	<u>\$ (19,566)</u>	<u>\$ (18,276)</u>

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table summarizes the components of the Company's provision for (benefit from) income taxes (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Current		
United States:		
Federal	\$ -	\$ -
State	-	48
Foreign	561	1,318
Total current provision for income taxes	<u>\$ 561</u>	<u>\$ 1,366</u>
Deferred		
United States:		
Federal	\$ 23	\$ (5,104)
State	55	(3,243)
Foreign	(89)	(188)
Total deferred income tax provision (benefit)	<u>(11)</u>	<u>(8,535)</u>
Total income tax provision (benefit)	<u>\$ 550</u>	<u>\$ (7,169)</u>

A reconciliation of the U.S. federal statutory income tax rate to the Company's effective income tax rate is as follows:

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
Federal statutory income tax rate	21.0%	21.0%
State income taxes, net of federal benefit	5.3	2.8
Permanent differences	(0.8)	(1.7)
Fair value of contingent consideration	-	(6.2)
Non-deductible transaction costs	-	(1.7)
Equity-based compensation	(2.3)	(4.0)
Change in valuation allowance	(24.1)	31.3
Other	(2.1)	(2.2)
Effective income tax rate	<u>(3.0%)</u>	<u>39.3%</u>

During the year ended December 31, 2020 the Company recorded an income tax benefit of \$7.2 million, which is primarily attributable to a non-recurring benefit of \$8.4 million relating to the release of a portion of the Company's valuation allowance. This release was due to taxable temporary differences recorded as part of the Simplee acquisition which are a source of income to realize certain pre-existing federal and state deferred tax assets.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company's deferred tax assets and liabilities consisted of the following components (in thousands):

	Year Ended December, 31	
	2019	2020
Deferred tax assets:		
Net operating loss carryforwards	\$ 18,741	\$ 29,598
Property and equipment	204	316
Intangible assets	446	—
Other temporary differences	1,299	1,584
Total deferred tax assets	20,690	31,498
Deferred tax asset valuation allowance	(20,554)	(17,485)
	<u>\$ 136</u>	<u>\$ 14,013</u>
Deferred tax liabilities:		
Intangible assets	—	(13,651)
Goodwill	(431)	(626)
Total deferred tax liabilities	(431)	(14,277)
Net deferred tax liabilities	<u>\$ (295)</u>	<u>\$ (264)</u>

As of December 31, 2020, the Company had federal and state net operating loss ("NOL") carryforwards of \$110.8 million and \$96.0 million, respectively, out of which \$58.1 million of federal NOL carryforwards and \$94.8M of state NOL carryforwards begin to expire in 2030 and 2024, respectively. Additionally, \$52.7 million of federal NOL carryforwards and \$1.2 million of state NOL carryforwards have indefinite lives. As of December 31, 2020 the Company generated foreign NOL carryforwards of \$0.6 million which begin to expire in 2025. The federal, state and foreign NOL carryforwards may be available to reduce future federal, state and foreign taxable income, respectively.

Ownership changes, as defined in the Internal Revenue Code Section 382, and similar state provisions may limit the amount of federal and state NOL carryforwards that can be utilized annually to offset future federal and state taxable income. Generally, an ownership change occurs when the ownership percentage of 5% or greater stockholders increases by more than 50% over a three-year period. Accordingly, the purchase of the Company's stock in amounts greater than specified levels could have limited the Company's ability to utilize the federal and state NOL carryforwards for tax purposes. Although, the Company has not performed a Section 382 study, it may be limited in its ability to use its federal and state NOL carryforwards NOLs.

In assessing the realizability of its deferred tax assets, the Company considered whether it was more likely than not that some portion or all of the deferred tax assets would not be realized. The realization of deferred tax assets depends upon the generation of future taxable income prior to the expiration of the NOL carryforward. The Company has evaluated the positive and negative evidence bearing upon the realizability and determined that it is more likely than not that the Company will not realize the benefits of the deferred tax assets, and as a result, a valuation allowance has been established against federal, state and certain foreign deferred tax assets as of December 31, 2019 and 2020.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

During the year ended December 31, 2019 the Company recorded an increase in the valuation allowance of \$4.8 million. As of December 31, 2020, the Company recorded a net decrease in the valuation allowance of \$3.1 million related primarily to a valuation allowance release with respect to the Simplee acquisition offset by a valuation allowance increase with respect to NOL carryforwards. Changes in the valuation allowance are summarized as follows (in thousands):

	<u>Year Ended December, 31</u>	
	<u>2019</u>	<u>2020</u>
Valuation allowance at beginning of year	\$ (15,757)	\$ (20,554)
Change recorded to income tax (provision) benefit as part of operations	(4,797)	(2,745)
Change recorded to income tax (provision) benefit due to acquisition of Simplee	-	8,464
Current year (increase)/decrease established through goodwill due to acquisition of Simplee	-	(2,650)
Valuation allowance at end of year	<u>\$ (20,554)</u>	<u>\$ (17,485)</u>

The Company permanently reinvests the earnings, of its foreign subsidiaries and, therefore, does not provide for taxes that could result from the distribution of those earnings to the Company. As of December 31, 2020, the amount of unrecognized deferred taxes on these earnings would be immaterial.

As of December 31, 2019 and 2020, the Company had not recorded any amounts for unrecognized tax benefits and it had not accrued interest or penalties related to uncertain tax positions. The Company files income tax returns as prescribed by the tax laws of the jurisdiction in which it operates. In the normal course of business, the Company is subject to examination by federal, state and foreign jurisdictions, where applicable. The Company is open to future tax examination by the Internal Revenue Service from 2017 to the present; however, the Internal Revenue Service carryforward attributes that were generated prior to 2016 may still be adjusted upon examination by to the extent they will be used in a future period. The Company has recently been notified by the Internal Revenue Service that they plan to audit 2018.

18. Commitments and Contingencies

Operating Leases

The Company leases certain real estate for its primary facilities under operating leases that expire at various dates between one and five years. These leases contain renewal options, and require the Company to pay operating costs, including property taxes, insurance, and maintenance. The terms these lease agreements include free rent periods and annual rent increases. Accordingly, the Company recorded a deferred rent liability related to the free rent periods and periodic rent increases. Rent expense is recognized on a straight-line basis over the term of the lease.

In January 2019, the Company entered into a lease agreement for 6,932 square feet office space in Deerfield, Illinois. The term of the lease commenced on January 29, 2019 and continues until February 28, 2025. The Company has the option to extend the lease for an additional five-year term at market-based rates. The base rent payments commenced in November 2019 and are subject to increases over the 68 month term of the lease. The Company is also obligated to pay its portion of building operating and tax expenses.

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Future minimum lease payments for noncancelable operating leases as of December 31, 2020, are as follows (in thousands):

Years Ending December 31,	
2021	\$ 1,308
2022	1,364
2023	1,355
2024	426
2025	18
	<u>\$ 4,471</u>

Rent expense for the years ended December 31, 2019 and 2020, was \$2.2 million and \$2.3 million, respectively.

Legal proceedings

The Company is subject to various legal proceedings and claims, the outcomes of which are subject to significant uncertainty. The Company records an accrual for legal contingencies when it is determined that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other things, the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, and the ability to make a reasonable estimate of the loss. If the occurrence of liability is probable, the Company will disclose the nature of the contingency, and if estimable, will provide the likely amount of such loss or range of loss.

As of December 31, 2020, the Company was not subject to any currently pending legal matters or claims that could have a material adverse effect on its financial position, results of operations, or cash flows.

Indemnification

In the ordinary course of business, the Company agrees to indemnify certain partners and clients against third party claims asserting infringement of certain intellectual property rights, data protection, damages caused to property or persons, or other liabilities relating to or arising from the Company's payment platform or other contractual obligations. In addition, the Company has entered into indemnification agreements with members of its board of directors that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. To date, the Company has not incurred any material costs as a result of such indemnifications. The Company is not currently aware of any indemnification claims and had not accrued any liabilities related to such obligations in its consolidated financial statements as of December 31, 2019 and 2020.

19. Employee Benefit Plan

The Company established a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. This plan covers all employees who meet minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pre-tax basis. Matching contributions to the plan may be made at the discretion of the Company's board of directors. The

FLYWIRE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Company made contributions of \$0.4 million and \$0.5 million to the plan during the years ended December 31, 2019 and 2020, respectively.

20. Subsequent Events

The Company has evaluated subsequent events through March 11, 2021, the date on which these consolidated financial statements were available for issuance.

On February 25, 2021, the Company sold 857,312 shares of Series F redeemable convertible preferred stock at a price of \$69.986 per share for total gross proceeds of \$60.0 million and net proceeds of \$59.7 million. The terms of the Series F redeemable convertible preferred stock are generally consistent with the terms of the existing series of redeemable convertible preferred stock. The Series F redeemable convertible preferred stock has a liquidation price per share equal to the original issue price per share.

In connection with the sale of the Series F redeemable convertible preferred stock, the Company amended its certificate of incorporation to increase the shares authorized for issuance to 48,500,000 shares of Class A common stock, 3,023,465 shares of Class B common stock and 27,227,529 shares of Preferred Stock with a par value of \$.0001 per share. The articles, as amended adjusted common stock reserved for future issuance upon the exercise of stock options under the 2018 Plan to a total of 10,666,788.

Events Subsequent to Original Issuance of Consolidated Financial Statements (unaudited)

In April 2021, certain of the Company's existing investors conducted a tender offer whereby certain shareholders and employees were offered an opportunity to tender their equity holdings to such investors. The total number of shares tendered were 551,890 at an average price of \$61.20 per share.

UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)

	December 31, 2020	March 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 104,052	\$146,313
Restricted cash	5,000	5,000
Accounts receivable, net of allowance for doubtful accounts of \$481 and \$201, respectively	11,573	11,470
Unbilled receivables	1,698	618
Funds receivable from payment partners	22,481	9,139
Prepaid expenses and other current assets	3,754	6,846
Total current assets	<u>148,558</u>	<u>179,386</u>
Property and equipment, net	5,101	6,084
Intangible assets, net	68,211	66,578
Goodwill	44,650	44,618
Other assets	4,922	5,655
Total assets	<u>\$ 271,442</u>	<u>\$302,321</u>
Liabilities, Convertible Preferred Stock, Redeemable Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Accounts payable	\$ 5,436	\$ 9,069
Funds payable to customers	59,986	31,863
Accrued expenses and other current liabilities	14,991	12,604
Deferred revenue	1,227	884
Contingent consideration	6,740	5,465
Total current liabilities	<u>88,380</u>	<u>59,885</u>
Deferred tax liabilities	481	483
Contingent consideration, net of current portion	5,760	-
Preferred stock warrant liability	1,932	2,886
Long-term debt	24,352	24,402
Other liabilities	2,129	2,065
Total liabilities	<u>123,034</u>	<u>89,721</u>
Commitments and contingencies (Note 18)		
Convertible preferred stock (Series A, B, B1, B1-NV, C and D), \$0.0001 par value; 20,971,798 shares authorized at December 31, 2020 and March 31, 2021; 18,069,487 shares issued and outstanding at December 31, 2020 and March 31, 2021; liquidation preference of \$110,716 as of March 31, 2021	110,401	110,401
Redeemable convertible preferred stock (Series E-1, E-2, F-1 and F-2), \$0.0001 par value; 5,341,044 shares authorized at December 31, 2020 and 6,255,731 shares authorized at March 31, 2021; 3,746,640 shares issued and outstanding at December 31, 2020 and 4,603,952 shares issued and outstanding at March 31, 2021; liquidation preference of \$210,000 at March 31, 2021	119,769	179,509

UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)

	<u>December 31,</u> <u>2020</u>	<u>March 31,</u> <u>2021</u>
Stockholders' deficit:		
Common stock, \$0.0001 par value; 48,966,090 shares authorized, 7,413,624 shares issued and 6,641,050 shares outstanding as of December 31, 2020; 51,523,465 shares authorized, 8,465,883 shares issued and 7,693,414 shares outstanding as of March 31, 2021	1	1
Treasury Stock, 772,574 shares as of December 31, 2020 and March 31, 2021, held at cost	(748)	(748)
Additional paid-in capital	16,971	29,736
Accumulated other comprehensive (loss) income	(214)	125
Accumulated deficit	(97,772)	(106,424)
Total stockholders' deficit	<u>(81,762)</u>	<u>(77,310)</u>
Total liabilities, convertible preferred stock, redeemable convertible preferred stock and stockholders' deficit	<u>\$ 271,442</u>	<u>\$ 302,321</u>

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

FLYWIRE CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Amounts in thousands, except share and per share amounts)

	Three Months Ended March 31,	
	2020	2021
Revenue	\$ 32,709	\$ 44,991
Costs and operating expenses:		
Payment processing services costs	11,609	16,091
Technology and development	5,348	7,522
Selling and marketing	8,577	11,931
General and administrative	10,265	15,914
Total costs and operating expenses	<u>35,799</u>	<u>51,458</u>
Loss from operations	<u>(3,090)</u>	<u>(6,467)</u>
Other income (expense):		
Interest expense	(597)	(621)
Change in fair value of preferred stock warrant liability	(263)	(954)
Other income (expense), net	(31)	(411)
Total other expenses, net	<u>(891)</u>	<u>(1,986)</u>
Loss before provision for income taxes	(3,981)	(8,453)
(Benefit from) provision for income taxes	<u>(7,681)</u>	<u>199</u>
Net income (loss)	3,700	(8,652)
Foreign currency translation adjustment	(100)	339
Comprehensive income (loss)	<u>\$ 3,600</u>	<u>\$ (8,313)</u>
Net income (loss) attributable to common stockholders - basic and diluted	<u>\$ 781</u>	<u>\$ (8,657)</u>
Net income (loss) per share attributable to common stockholders - basic	<u>\$ 0.13</u>	<u>\$ (1.23)</u>
Net income (loss) per share attributable to common stockholders - diluted	<u>\$ 0.09</u>	<u>\$ (1.23)</u>
Weighted average common shares outstanding - basic	<u>5,837,773</u>	<u>7,033,359</u>
Weighted average common shares outstanding - diluted	<u>9,083,024</u>	<u>7,033,359</u>

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

FLYWIRE CORPORATION
UNAUDITED CONDENSED STATEMENTS OF CONVERTIBLE PREFERRED STOCK, REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(Amounts in thousands, except share and per share amounts)

	Convertible Preferred Stock		Redeemable Convertible Preferred Stock		Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at January 1, 2020	18,069,487	\$ 110,401	-	\$ -	6,831,382	\$ 1	(772,574)	\$ (748)	\$ 12,032	\$ 102	\$ (86,665)	\$ (75,278)
Issuance of common stock upon exercise of stock options	-	-	-	-	448,327	-	-	-	504	-	-	504
Issuance of Series E redeemable convertible preferred stock, net of issuance costs of \$245	-	-	3,746,640	119,755	-	-	-	-	-	-	-	-
Accretion of redeemable convertible preferred stock	-	-	-	2	-	-	-	-	(2)	-	-	(2)
Forfeiture of unvested restricted stock awards	-	-	-	-	(2,364)	-	-	-	-	-	-	-
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	-	(100)	-	(100)
Stock-based compensation expense	-	-	-	-	-	-	-	-	835	-	-	835
Net income	-	-	-	-	-	-	-	-	-	-	3,700	3,700
Balances at March 31, 2020	<u>18,069,487</u>	<u>\$ 110,401</u>	<u>3,746,640</u>	<u>\$ 119,757</u>	<u>7,277,345</u>	<u>\$ 1</u>	<u>(772,574)</u>	<u>\$ (748)</u>	<u>\$ 13,369</u>	<u>\$ 2</u>	<u>\$ (82,965)</u>	<u>\$ (70,341)</u>
	Convertible Preferred Stock		Redeemable Convertible Preferred Stock		Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at January 1, 2021	18,069,487	\$ 110,401	3,746,640	\$ 119,769	7,413,624	\$ 1	(772,574)	\$ (748)	\$ 16,971	\$ (214)	\$ (97,772)	\$ (81,762)
Issuance of common stock upon exercise of stock options	-	-	-	-	1,001,858	-	-	-	2,406	-	-	2,406
Issuance of Series F-1 redeemable convertible preferred stock, net of issuance costs of \$265	-	-	857,312	59,735	-	-	-	-	-	-	-	-
Exercise of common stock warrants	-	-	-	-	50,506	-	-	-	-	-	-	-
Accretion of redeemable convertible preferred stock	-	-	-	5	-	-	-	-	(5)	-	-	(5)
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	-	339	-	339
Stock-based compensation expense	-	-	-	-	-	-	-	-	10,364	-	-	10,364
Net loss	-	-	-	-	-	-	-	-	-	-	(8,652)	(8,652)
Balances at March 31, 2021	<u>18,069,487</u>	<u>\$ 110,401</u>	<u>4,603,952</u>	<u>\$ 179,509</u>	<u>8,465,988</u>	<u>\$ 1</u>	<u>(772,574)</u>	<u>\$ (748)</u>	<u>\$ 29,736</u>	<u>\$ 125</u>	<u>\$ (106,424)</u>	<u>\$ (77,310)</u>

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

FLYWIRE CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Amounts in thousands)

	Three Months Ended March 31,	
	2020	2021
Cash flows from operating activities:		
Net income (loss)	\$ 3,700	\$ (8,652)
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Depreciation and amortization	1,516	2,131
Stock-based compensation expense	835	10,364
Amortization of deferred contract costs	50	50
Change in fair value of preferred stock warrant liability	263	954
Change in fair value of contingent consideration	(300)	(23)
Deferred tax provision	(8,555)	4
Bad debt expense	—	106
Non-cash interest expense	82	50
Other	—	149
Changes in operating assets and liabilities, net of acquisition:		
Accounts receivable	(2,062)	(3)
Unbilled receivables	1,011	1,080
Funds receivable from payment partners	10,120	13,342
Prepaid expenses and other assets	(1,174)	(1,680)
Funds payable to customers	(51,212)	(28,123)
Accounts payable, accrued expenses and other current liabilities	(93)	(922)
Contingent consideration	(693)	(3,212)
Other liabilities	(113)	(150)
Deferred revenue	(511)	(257)
Net cash used in operating activities	<u>(47,136)</u>	<u>(14,792)</u>
Cash flows from investing activities:		
Purchases of property and equipment	(533)	(1,473)
Acquisition of businesses, net of cash acquired	(79,401)	-
Net cash used in investing activities	<u>(79,934)</u>	<u>(1,473)</u>
Cash flows from financing activities:		
Payment of long-term debt	(2,083)	-
Payment of deferred offering costs related to initial public offering	-	(163)
Proceeds from issuance of redeemable convertible preferred stock, net of issuance costs	119,755	59,735
Contingent consideration paid for acquisitions	(1,307)	(3,800)
Proceeds from exercise of stock options	504	2,406
Net cash provided by financing activities	<u>116,869</u>	<u>58,178</u>
Effect of exchange rates changes on cash and cash equivalents	(337)	348
Net (decrease) increase in cash, cash equivalents and restricted cash	(10,538)	42,261
Cash, cash equivalents and restricted cash, beginning of period	86,027	109,052
Cash, cash equivalents and restricted cash, end of period	\$ <u>75,489</u>	\$ <u>151,313</u>

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

FLYWIRE CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Amounts in thousands)

	Three Months Ended March 31,	
	2020	2021
Supplemental disclosures of cash flow and noncash information		
Cash paid during the period for interest	\$ 527	\$ 531
Accretion of redeemable convertible preferred stock	\$ (2)	\$ (5)
Purchase of property and equipment in accounts payable	\$ -	\$ 20
Deferred offering costs related to initial public offering included in accounts payable, accrued expenses and other current liabilities	\$ -	\$ 2,149
Reconciliation of cash, cash equivalents and restricted cash		
Cash and cash equivalents	\$ 75,489	\$ 146,313
Restricted cash	\$ -	\$ 5,000
Cash, cash equivalents and restricted cash	<u>\$ 75,489</u>	<u>\$ 151,313</u>

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Nature of the Business and Basis of Presentation

Flywire Corporation (the "Company") was incorporated under the laws of the State of Delaware in July 2009 as peerTransfer Corporation. In 2016 the Company changed its name to Flywire Corporation. The Company is headquartered in Boston, Massachusetts and has a global footprint in 11 countries across 5 continents.

The Company provides a secure global payments platform, offering its clients an innovative and streamlined process to receive reconciled domestic and international payments in a more cost effective and efficient manner. The Company's solutions are built on three core elements: (i) a payments platform; (ii) a proprietary global payment network; and (iii) vertical-specific software backed by its deep industry expertise.

The Company is subject to risks and uncertainties similar to other companies of similar size in the technology platform and digital payments industry, including, but not limited to, development by competitors of new technological innovations, compliance with government regulations, ability to attract, retain and engage both clients and their customers and partners, and the need to obtain additional financing to fund operations. Potential risks and uncertainties also include, without limitation, uncertainties regarding the duration and magnitude of the impact of the COVID-19 pandemic on the Company's business, the business of its clients and the economy in general.

Impact of COVID-19

On March 11, 2020, the World Health Organization ("WHO") declared the outbreak of a novel coronavirus ("COVID-19") as a global pandemic, which continues to spread throughout the world. The Company's primary sources of revenue are related to international tuition payments and domestic healthcare payments for elective procedures. These areas have been adversely impacted by the pandemic. Colleges, universities, private primary schools and language schools are still deciding on their re-opening plans; international travel has been reduced to stop the in-flow of COVID-19; and hospitals have cut back on elective procedures to ensure there are available resources to treat waves of COVID-19 cases.

In response to the COVID-19 pandemic, the Company executed a reduction in force in May of 2020, cut corporate bonus programs, eliminated corporate travel and reduced professional service and other fees. Further, the Company implemented remote working capabilities and measures focused on the safety of employees. The Company continues to monitor the rapidly evolving conditions and circumstances as well as guidance from international and domestic authorities, including public health authorities. The Company does not currently foresee the need to take additional actions, however it continues to evaluate the ongoing impact of COVID-19 as facts and circumstances change.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") regarding interim financial reporting and include the accounts of the Company and its wholly owned subsidiaries. Certain information and note disclosures normally included in the consolidated financial statements prepared in accordance with GAAP have been condensed or omitted. Therefore, these condensed

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

consolidated financial statements should be read in conjunction with the consolidated financial statements and notes included in the Company's audited consolidated financial statements for the year ended December 31, 2020. Intercompany accounts and transactions have been eliminated upon consolidation.

The accompanying condensed consolidated balance sheet as of March 31, 2021, the condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2020 and 2021, the condensed consolidated statements of convertible preferred stock, redeemable convertible preferred stock and stockholders' deficit for the three months ended March 31, 2020 and 2021 and the condensed consolidated statements of cash flows for the three months ended March 31, 2020 and 2021, are unaudited. The interim unaudited condensed consolidated financial statements have been prepared on the same basis as the annual audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial position as of March 31, 2021, and the results of its operations and its cash flows for the three months ended March 31, 2020 and 2021. The financial data and other information disclosed in these notes related to the three months ended March 31, 2020 and 2021 and as of March 31, 2021, are also unaudited. The accompanying consolidated balance sheet as of December 31, 2020 was derived from the Company's audited consolidated financial statements for the year ended December 31, 2020. The results for the three months ended March 31, 2021, are not necessarily indicative of results to be expected for the year ended December 31, 2021, any other interim periods or any future year or period.

2. Summary of Significant Accounting Policies

Concentrations of Credit Risk, Financial Instruments and Significant Customers

Financial instruments that potentially subject the Company to concentration of credit risk consists principally of cash, cash equivalents, accounts receivable and funds receivable from payment partners. The Company maintains its cash and cash equivalents with financial institutions that management believes are of high credit quality. To manage credit risk related to accounts receivable, the Company evaluates credit worthiness of its customers and maintains allowances, to the extent necessary, for potential credit losses based upon the aging of its accounts receivable balances and known collection issues. The Company has not experienced any material credit losses for the three months ended March 31, 2020 and 2021.

The Company has corporate deposit balances with financial institutions which exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limit of \$250,000. As part of the cash management process, the Company performs periodic reviews of the financial institution credit standing.

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

	December 31, 2020	March 31, 2021
Customer A	19%	28%
Customer B	10%	*

* Less than 10% of total accounts receivable.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

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

	December 31, 2020	March 31, 2021
Partner A	24%	14%
Partner B	12%	19%
Partner C	12%	*
Partner D	*	14%

* Less than 10% of total balance.

During the three months ended March 31, 2020 and 2021, no customers accounted for 10% or more of revenue.

During the three months ended March 31, 2020, revenue from customers located outside of the United States in the aggregate accounted for 24.5% of the Company's total revenue, with the United Kingdom accounting for 11.0%. No other countries accounted for 10% or more of total revenue for the three months ended March 31, 2020.

During the three months ended March 31, 2021, revenue from customers located outside of the United States in the aggregate accounted for 25.4% of the Company's total revenue, with Canada accounting for 12.3% and the United Kingdom accounting for 11.0%. No other countries accounted for 10% or more of total revenue for the three months ended March 31, 2021.

Deferred Offering Costs

The Company capitalizes certain legal, accounting and other third-party fees that are directly associated with in-process equity financings as deferred offering costs until such financings are consummated. After consummation of the equity financing, these costs are recorded in stockholder's deficit as a reduction of the additional paid-in capital generated as a result of the offering. Should the planned equity financing be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expenses in the consolidated statements of operations and comprehensive loss. As of December 31, 2020 and March 31, 2021, the Company had \$0 and \$2.3 million, respectively, of deferred offering costs recorded in other assets in the consolidated balance sheets. As of March 31, 2021, the Company had \$2.1 million of deferred offering costs that are unpaid, of which \$0.4 million was recorded in accounts payable and \$1.7 million was recorded in accrued expenses and other current liabilities.

Software Developed for Internal Use

The Company capitalizes costs related to internal-use software during the application development stage including third-party consulting costs and compensation expenses related to employees who devote time to the development of the projects. The Company records software development costs in property and equipment. Costs incurred in the preliminary stages of development activities and post implementation activities are expensed in the period incurred and they are included in technology and development expense in the consolidated statements of operations and comprehensive loss. The

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Once the additional functionality is available for general use, capitalization ceases and the asset begins being amortized. The Company capitalized \$1.8 million and \$1.4 million in costs related to internal use software as of December 31, 2020 and March 31, 2021, respectively. The Company capitalized \$0.4 million in costs related to internal use software during the three months ended March 31, 2020. Software developed for internal use is amortized straight-line over its estimated useful life of five years.

Advertising Costs

Advertising costs are expensed as incurred and are included in selling and marketing expenses in the consolidated statements of operations and comprehensive loss. Advertising expenses were \$0.3 million and \$0.5 million for the three months ended March 31, 2020 and 2021, respectively.

Net Income (Loss) per Share

The Company follows the two-class method when computing net income (loss) per share as the Company has issued shares that meet the definition of participating securities. The two-class method determines net income (loss) per share for each class of common and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed.

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

In periods in which the Company reports a net loss attributable to common stockholders, diluted net loss per share attributable to common stockholders is the same as basic net loss per share attributable to common stockholders, since dilutive common shares are not assumed to have been issued if their effect is anti-dilutive. The Company reported a net income attributable to common stockholders for the three months ended March 31, 2020 and a net loss for the three months ended March 31, 2021. For the three months ended March 31, 2021, net loss per share attributable to common stockholders was the same as diluted net loss per share attributable to common stockholders.

Accounting Pronouncements Not Yet Adopted

The Company qualifies as “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 and has elected to “opt in” to the extended transition related to complying with new or revised accounting standards, which means that when a standard is issued or revised and it

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

has different application dates for public and nonpublic companies, the Company will adopt the new or revised standard at the time nonpublic companies adopt the new or revised standard and will do so until such time that the Company either (i) irrevocably elects to “opt out” of such extended transition period or (ii) no longer qualifies as an emerging growth company. The Company may choose to early adopt any new or revised accounting standards whenever such early adoption is permitted for nonpublic companies.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* (“ASU 2016-02” or “the new lease standard”). The new lease standard sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). The standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification determines whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. In addition, a lessee is required to record (i) a right-of-use asset and a lease liability on its balance sheet for all leases with accounting lease terms of more than 12 months regardless of whether it is an operating or financing lease and (ii) lease expense for operating leases and amortization and interest expense for financing leases. Leases with a term of 12 months or less may be accounted for similar to prior guidance for operating leases. In July 2018, the FASB issued ASU No. 2018-11, which added an optional transition method under the new lease standard that allows companies to adopt the standard as of the beginning of the year of adoption as opposed to the earliest comparative period presented. In November 2019, the FASB issued guidance delaying the effective date for all entities, except for public business entities. For public entities, this guidance was effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years. For nonpublic entities, this guidance is effective for annual periods beginning after December 15, 2020. In May 2020, FASB issued ASU No. 2020-05 delaying the effective date of the new lease standard for nonpublic companies to fiscal years beginning after December 15, 2021 and interim periods within those fiscal years beginning after December 15, 2022. The Company expects to adopt this guidance effective January 1, 2022 and it is currently evaluating the impact on its consolidated financial statements and related disclosures.

In May 2019, the FASB issued ASU No. 2019-05, *Financial Instruments – Credit Losses (Topic 326): Targeted Transition Relief*, which introduces a new accounting model for recognizing credit losses on most financial instruments based on an estimate of current expected credit losses. ASU 2019-05 is effective for annual periods beginning after December 15, 2019. In April 2020, the FASB extended the adoption period allowing companies to adopt this ASU for annual periods beginning after December 15, 2021. The Company is currently evaluating the impact on its consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which simplifies the accounting for income taxes by removing certain exceptions for intra period tax allocations and deferred tax liabilities for equity method investments and adds guidance on whether a step-up in tax basis of goodwill relates to a business combination or a separate transaction. This ASU is effective for fiscal years beginning after December 15, 2020 for public companies and for fiscal years beginning after December 15, 2021 for nonpublic companies, with early adoption permitted. The Company expects to adopt this guidance effective January 1, 2022 and it is currently evaluating the impact on its consolidated financial statements and related disclosures.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

In August 2020, the FASB issued ASU No. 2020-06, *Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging Contracts in Entity's Own Equity (Subtopic 815-40)* ("ASU 2020-06"), which reduces the number of accounting models for convertible debt instruments and convertible preferred stock as well as amends the derivatives scope exception for contracts in an entity's own equity. The standard is effective for the Company on January 1, 2024, with early adoption permitted. The Company is currently evaluating the potential impact that this standard may have on its consolidated financial statements and related disclosures.

3. Revenue and Recognition

The following tables present revenue disaggregated by geographical area and major solutions. The categorization of revenue by geographical location is determined based on location of where the Client resides.

<i>(in thousands)</i>	Three Months Ended March 31:	
	2020	2021
Primary geographical markets		
United States ("U.S.")	\$ 24,687	\$ 33,574
Canada	3,211	5,516
United Kingdom ("U.K.")	3,588	3,433
Other Countries ¹	1,223	2,468
Total revenue	\$ 32,709	\$ 44,991
Major solutions		
Transactions	\$ 25,217	\$ 32,434
Platform and usage-based fees	7,492	12,557
Total revenue	\$ 32,709	\$ 44,991

(1) No single country included in the other countries category generated 10% or more of total revenue.

Contract Balances from Contracts with Customers

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

	December 31, 2020	March 31, 2021
Accounts receivable, net of allowances	\$ 11,573	\$ 11,470
Unbilled receivables	1,698	618
Deferred revenue—current	1,227	884
Deferred revenue—non-current	108	83

For the three months ended March 31, 2020 and 2021, the Company recognized \$0.5 million and \$0.6 million of revenue from amounts that were included in deferred revenue as of December 31, 2019 and 2020.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

4. Allowance for doubtful accounts

Changes in the allowance for doubtful accounts for the three months ended March 31, 2020 and the three months ended March 31, 2021 were as follows (in thousands):

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2021
Allowance for doubtful accounts at the beginning of the period	\$ (298)	(481)
Provisions	-	(106)
Write-offs, net of recoveries	-	386
Allowance for doubtful accounts at the end of the period	<u>(298)</u>	<u>(201)</u>

5. Fair Value Measurements

The following tables present the Company's fair value hierarchy for its financial assets and liabilities that are measured at fair value on a recurring basis (in thousands):

	Fair Value Measurements as of December 31, 2020 Using:			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Foreign exchange contracts	\$ -	\$ -	\$ 54	\$ 54
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 54</u>	<u>\$ 54</u>
Financial Liabilities:				
Preferred stock warrant liability	\$ -	\$ -	\$ 1,932	\$ 1,932
Contingent consideration	-	-	12,500	12,500
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,432</u>	<u>\$ 14,432</u>

	Fair Value Measurements as of March 31, 2021 Using:			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Foreign exchange contracts	\$ -	\$ -	\$ 7	\$ 7
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7</u>	<u>\$ 7</u>
Financial Liabilities:				
Preferred stock warrant liability	\$ -	\$ -	\$ 2,886	\$ 2,886
Contingent consideration	-	-	5,465	5,465
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,351</u>	<u>\$ 8,351</u>

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

During the three months ended March 31, 2020 and 2021, there were no transfers between Level 1, Level 2 or Level 3.

Preferred stock warrant liability

The preferred stock warrant liability in the table above consists of the fair value of warrants to purchase convertible preferred stock (refer to Note 13). The fair value of the preferred stock warrant liability was determined using significant inputs not observable in the market, which represent a Level 3 measurement within the fair value hierarchy.

The table below summarizes the weighted average of the most significant inputs used to fair value the preferred stock warrant liability during the three months ended March 31, 2020 and 2021:

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2021
Fair value of preferred stock	\$ 16.37	\$ 26.88
Risk-free interest rate	0.55%	1.40%
Expected volatility	45.0%	45.0%
Expected dividend yield	0%	0%
Remaining contractual term	4.8	3.8

Contingent consideration

The following table presents the unobservable inputs incorporated into the valuation of contingent consideration:

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2021
Discount rate	20.0%	8.15%
Probability of successful achievement *	80% - 99%	0% - 100%
Performance period	2 years	1 years

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

Increases or decreases in any of the probabilities of success in which revenue targets are expected to be achieved would result in a higher or lower fair value measurement, respectively. Increases or decreases in the discount rate would result in a lower or higher fair value measurement, respectively.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following table summarizes the changes in the carrying value of the contingent consideration for the three months ended March 31, 2020 and 2021 (in thousands):

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2021
Beginning balance	\$ 2,000	\$ 12,500
Additions	7,100	-
Change in fair value	(300)	(23)
Contingent consideration paid	(2,000)	(7,012)
Ending balance	<u>\$ 6,800</u>	<u>\$ 5,465</u>

* - Amounts of \$0.7 million paid in excess of fair value initially recorded in purchase accounting were classified as operating cash flows in the Consolidated Statements of Cash Flows during the three months ended March 31, 2020. Amounts of \$3.2 million paid in excess of the fair value initially recorded in purchase accounting were classified as operating cash flows in the Consolidated Statements of Cash Flows during the three months ended March 31, 2021.

6. Derivative Instruments

As part of the Company's foreign currency risk management program, the Company uses foreign currency forward contracts to mitigate the volatility related to fluctuations in the foreign exchange rates. Derivative transactions such as foreign currency forward contracts are measured in terms of the notional amount; however, this amount is not recorded on the consolidated balance sheets and is not, when viewed in isolation, a meaningful measure of the risk profile of the derivative instruments. The notional amount is generally not exchanged but is used only as the underlying basis on which the value of foreign exchange payments under these contracts is determined. As of December 31, 2020 and March 31, 2021, respectively, the Company had 3,647 and 2,544 open foreign exchange contracts. As of December 31, 2020 and March 31, 2021, the Company had foreign currency forward contracts outstanding with a notional amount of \$11.8 million and \$11.5 million, respectively.

The Company records all derivative instruments in the consolidated balance sheets at their fair values. As of December 31, 2020, the Company recorded a liability of less than \$0.1 million and as of March 31, 2021, the Company recorded an asset of less than \$0.1 million related to outstanding foreign exchange contracts. The Company recognized a gain of less than \$0.1 million during both the three months ended March 31, 2020 and 2021, which was included as a component of general and administrative expense within the consolidated statements of operations and comprehensive loss.

7. Accrued Expenses and Other Current Liabilities

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

	December 31, 2020	March 31, 2021
Accrued employee compensation and related taxes	\$ 9,371	\$ 5,479
Accrued vendor liabilities	2,542	1,510
Accrued income taxes payable	1,027	1,154
Accrued professional services	937	2,353
Other accrued expenses and current liabilities	1,114	2,108
	<u>\$ 14,991</u>	<u>\$ 12,604</u>

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

8. Property and Equipment, net

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

	December 31, 2020	March 31, 2021
Computer equipment and software	\$ 1,465	\$ 1,521
Internal use software	1,779	3,175
Furniture and fixtures	687	630
Leasehold improvements	3,989	3,980
	7,920	9,306
Less: Accumulated depreciation and amortization	(2,819)	(3,222)
	<u>\$ 5,101</u>	<u>\$ 6,084</u>

Depreciation and amortization expense was \$0.5 million and \$0.4 million for the three months ended March 31, 2020 and 2021, respectively.

There were no write offs of assets during the three months ended March 31, 2020. During the three-months ended March 31, 2021, the Company sold \$0.1 million of property and equipment with accumulated depreciation of \$0.1 million. The company recognized a gain on the sale of the fixed assets of less than \$0.1 million.

As of December 31, 2020 and March 31, 2021, the carrying value of internal-used software was \$1.7 million and \$2.9 million, respectively. Amortization expense related to internal-used software was \$0 and \$0.1 million during the three-months ended March 31, 2020 and 2021, respectively.

9. Acquisitions**2020 Business Acquisition**

Simplificare Inc.

On February 13, 2020, the Company completed its acquisition of Simplificare Inc. ("Simplee"), a provider of healthcare payment and collections software. The acquisition of Simplee was intended to further expand the capabilities of the Company and to acquire additional customers in the healthcare market. The acquisition of Simplee has been accounted for as a business combination.

Pursuant to the terms of the agreement, the Company acquired all outstanding equity of Simplee for estimated total purchase consideration of \$86.5 million, which consists of (in thousands):

Cash consideration, net of cash acquired	\$ 79,401
Estimated fair value of contingent consideration	7,100
Total purchase consideration, net of cash acquired	<u>\$ 86,501</u>

Contingent consideration represents additional payments that the Company may be required to make in the future, which totals up to \$20.0 million depending on the Company reaching certain revenue and integration targets established for the years ended December 31, 2020 and 2021, as well

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

as retaining key customers. A portion of the contingent consideration is also tied to continuing employment of certain key employees; accordingly, \$2.1 million has been excluded from the purchase price allocation. During the three months ended March 31, 2020 and 2021, the Company expensed \$0.3 million and \$0.2 million in personnel costs associated with the contingent consideration in the Company's consolidated statements of operations and comprehensive loss and recorded a liability included in accrued expenses and other current liabilities on the consolidated balance sheet. The contingent consideration is payable at the one-year and two-year acquisition anniversary dates based on the prior year results.

The Company incurred \$1.9 million in transaction costs related to the Simplee acquisition, of which \$1.3 million was incurred during the three months ended March 31, 2020 and no costs were incurred during the three months ended March 31, 2021. Additionally, the Company incurred \$0.7 million and \$1.0 million of retention costs during the three months ended March 31, 2020 and 2021, respectively, to compensate employees of Simplee for future services. This amount was included in personnel costs in the Company's consolidated statements of operations and comprehensive loss.

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

Cash	\$ 2,190
Accounts receivable	8,555
Prepaid expenses and other assets	1,578
Property and equipment, net	107
Deferred tax assets	6,587
Goodwill	31,696
Identifiable intangible assets	58,800
Total assets acquired	<u>109,513</u>
Deferred tax liabilities	15,092
Accounts payable	2,267
Accrued expenses and other liabilities	3,463
Total liabilities assumed	<u>20,822</u>
Net assets acquired	88,691
Less: cash acquired	2,190
Net assets, less cash acquired	<u>\$ 86,501</u>

Goodwill arising from the acquisition of \$31.7 million was attributable to the workforce of Simplee and the synergies expected to arise from the acquisition. The Company expects that no goodwill from this acquisition will be deductible for income tax purposes.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

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

	<u>Estimated Fair Values</u> (in thousands)	<u>Weighted- Average Estimated Amortization Periods</u> (years)
Developed technology	\$ 10,500	8
Customer relationships	48,300	12
	<u>\$ 58,800</u>	

The results of Simplee have been included in the consolidated financial statements since the date of the acquisition. Simplee's consolidated revenue included in the consolidated financial statements since the acquisition date for the three-months ended March 31, 2020 and 2021 was \$5.5 million and \$10.2 million, respectively. The Company has not disclosed net income or loss since the acquisition date as the business was fully integrated into the consolidated Company's operations and therefore it was impracticable to determine this amount.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information shows the results of the Company's operations for the three-months ended March 31, 2020 as if the acquisition had occurred on January 1, 2019. The unaudited pro forma financial information is presented for information purposes only and is not necessarily indicative of what would have occurred if the acquisition had occurred as of that date. The unaudited pro forma information is also not intended to be a projection of future results due to the integration of the acquired operations of Simplee. The unaudited pro forma information reflects the effects of applying the Company's accounting policies and certain pro forma adjustments to the combined historical financial information of the Company and Simplee. The pro forma adjustments include:

- incremental amortization expense associated with the estimated fair value of identified intangible assets;
- revenue and cost of revenue adjustments as a result of the reduction in deferred revenue and the cost related to their estimated fair value;
- incremental employee compensation expense for Simplee employees; and
- the estimated tax impact of the above items.

	<u>Three Months Ended March 31, 2020</u>	
	<u>Actual</u>	<u>Pro Forma</u>
	(in thousands)	
Revenue	\$32,709	\$37,195
Net Income	\$ 3,700	\$ 2,145

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

10. Goodwill and Acquired Intangible Assets

The following table summarizes the changes in the carrying amount of goodwill for the three months ended March 31, 2020 and 2021 (in thousands):

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2021
Beginning balance	\$ 12,924	\$ 44,650
Goodwill related to Simplee acquisition	31,696	-
Foreign currency translation adjustment	252	(32)
Ending balance	<u>\$ 44,872</u>	<u>\$ 44,618</u>

No goodwill impairment was recorded during the three months ended March 31, 2020 and 2021.

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

	December 31, 2020			Weighted Average Remaining Life (Years)
	Gross Carrying Value*	Accumulated Amortization	Net Carrying Amount	
Developed Technology	\$ 25,063	\$ (6,595)	\$ 18,468	6.13
Customer Relationships	52,312	(2,772)	49,540	10.88
Trade Name/Trademark	511	(504)	7	0.04
Non-Compete Agreement	469	(273)	196	2.05
	<u>\$ 78,355</u>	<u>\$ (10,144)</u>	<u>\$ 68,211</u>	

* Includes less than \$0.1 million of foreign currency translation adjustments

	March 31, 2021			Weighted Average Remaining Life (Years)
	Gross Carrying Value*	Accumulated Amortization	Net Carrying Amount	
<i>(in thousands)</i>				
Developed Technology	\$ 25,063	(7,605)	\$ 17,458	5.88
Customer Relationships	52,390	(3,443)	48,947	10.63
Trade Name/Trademark	511	(511)	-	-
Non-Compete Agreement	469	(296)	173	1.86
	<u>\$ 78,433</u>	<u>\$ (11,855)</u>	<u>\$ 66,578</u>	

* Includes less than \$0.1 million of foreign currency translation adjustments

Amortization expense for the three-months ended March 31, 2020 and 2021 was \$1.0 million and \$1.6 million, respectively.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

As of March 31, 2021, the estimated annual amortization expense of intangible assets for each of the next five years and thereafter is expected to be as follows (in thousands):

	Estimated Amortization Expense
Remaining of fiscal year 2021	\$ 4,369
2022	6,881
2023	7,588
2024	7,892
2025	7,714
Thereafter	32,134
	<u>\$ 66,578</u>

11. Debt

The components of the Company's outstanding debt as of each period presented, consisted of the following (in thousands):

	December 31, 2020	March 31, 2021
Long term debt	\$ 25,000	\$ 25,000
Less unamortized debt discount	(430)	(396)
Less unamortized debt issuance costs	(218)	(202)
	<u>\$ 24,352</u>	<u>\$ 24,402</u>

Loan and Security Agreement

On January 16, 2018, the Company entered into a Loan and Security Agreement with a financial institution for a \$25.0 million loan (the "LSA") with interest at a rate of 8.5% per annum. The proceeds of the LSA were used to fund the acquisition of OnPlan. The LSA could be drawn down in three tranches. The first tranche of \$15.0 million was drawn in January 2018, while the remaining two tranches were drawn in February 2019 and August 2019 for \$5.0 million each. The LSA maturity date was January 22, 2022. The Company was obligated to make monthly interest payments on the loan. The LSA was interest only until either August 1, 2019 or February 1, 2020 pending on achieving certain revenue and margin targets. The Company incurred debt issuance costs of \$0.2 million in connection with the issuance of the LSA. These issuance costs were amortized to interest expense, using the effective interest method, over the term of the loan.

On December 31, 2018, the Company achieved the required targets, and deemed that the principal payments would not commence until February 1, 2020.

The LSA does not include any financial covenants. The LSA contains negative covenants that restrict, among other things, the Company's ability to sell assets, make investments and acquisitions, make capital expenditures, grant liens, pay dividends and make certain other restricted payments.

The LSA is subject to customary mandatory prepayment provisions and acceleration upon events of default for, among other things, non-payment, breach of covenants, certain large judgments and

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

misrepresentations. The Company may make voluntary prepayments of the LSA at any time without penalty or premium. The Company did not make any prepayments of the LSA during the three months ended March 31, 2020 or 2021.

Amendments to Loan and Security Agreement

On April 25, 2020 the Company entered into a Joinder and First Amendment to the Loan and Security Agreement for administrative matters.

On May 18, 2020, the Company entered into a Joinder and Second Amendment to Loan and Security Agreement to refinance the LSA. As part of the amendment, the financial institution re-advanced \$4.2 million of principal paid on the loan through May 1, 2020. The final maturity date of the LSA was extended to May 2025. The new stated interest rate at a floating per annum rate equal to the greater of (i) 5.25% above the prime rate; or (ii) 8.50%. The LSA is interest only until May 2023. Beginning on June 1, 2023, the Company will make 24 equal principal payments. The Company incurred \$0.2 million in commitment fees from the financial institution to close the refinancing. These commitment fees were recorded as a reduction to the loan balance on the balance sheet.

Both amendments were accounted for as debt modifications.

Future Principal Payments

As of March 31, 2021, the aggregate minimum future principal payments due in connection with the Company's LSA in the next five years were as follows (in thousands):

2021	\$ -
2022	-
2023	7,292
2024	12,500
2025	5,208
	<u>\$25,000</u>

The Company recorded interest expense of \$0.6 million for both the three months ended March 31, 2020 and 2021, respectively. Included in interest expense is \$0.1 million and \$0.1 million of amortization of debt issuance cost and debt discount for the three months ended March 31, 2020 and 2021.

12. Preferred Stock

The Company has issued Series A convertible preferred stock (the "Series A Preferred Stock"), Series B convertible preferred stock (the "Series B Preferred Stock"), Series B1-NV convertible preferred stock (the "Series B1-NV Preferred Stock"), Series B1 convertible preferred stock (the "Series B1 Preferred Stock"), Series C convertible preferred stock (the "Series C Preferred Stock"), Series D convertible preferred stock (the "Series D Preferred Stock"), Series E-1 redeemable convertible preferred stock and Series E-2 redeemable convertible preferred stock (the "Series E Preferred Stock") and Series F-1 redeemable convertible preferred stock (the "Series F Preferred Stock"). The Series A Preferred Stock, the Series B Preferred Stock, the Series B1-NV Preferred

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Stock, the Series B1 Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock are collectively referred to as the "Preferred Stock".

In February 2021, the Company issued and sold 857,312 shares of Series F-1 Preferred Stock at \$69.986 per share for total gross proceeds of \$60.0 million. The Company incurred issuance costs in connection with this transaction of \$0.2 million. In conjunction with the sale of the Series F-1 Preferred Stock, the Company amended its articles of incorporation to increase shares authorized for issuance to a total of 27,227,529 shares of Preferred Stock with a par value of \$0.0001 per share.

In February 2020, the Company issued and sold 3,746,640 shares of Series E Preferred Stock at \$32.0287 per share for total gross proceeds of \$120.0 million. The Company incurred issuance costs in connection with this transaction of \$0.2 million. In conjunction with the sale of the Series E Preferred Stock, the Company amended its certificate of incorporation to increase shares authorized for issuance to a total of 26,312,842 shares of Preferred Stock with a par value of \$0.0001 per share.

Upon issuance of each class of Preferred Stock, the Company assessed the embedded conversion and liquidation features of the securities and determined that such features did not require the Company to separately account for these features. The Company also concluded that no beneficial conversion feature existed on the issuance date of each class of Preferred Stock.

The Company's Preferred Stock consisted of the following:

	December 31, 2020				
	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A Preferred Stock	4,825,062	4,825,062	\$ 14,807	\$ 14,843	4,825,062
Series B Preferred Stock	3,305,829	3,305,829	9,163	9,199	3,305,829
Series B1-NV Preferred Stock	2,775,311	381,842	1,174	1,174	381,842
Series B1 Preferred Stock	2,775,311	2,393,469	7,326	7,357	2,393,469
Series C Preferred Stock	5,081,951	4,954,951	28,072	28,143	4,954,951
Series D Preferred Stock	2,208,334	2,208,334	49,859	50,000	2,208,334
Series E-1 Preferred Stock	2,374,954	1,750,514	55,960	70,080	1,750,514
Series E-2 Preferred Stock	2,966,090	1,996,126	63,809	79,920	1,996,126
	<u>26,312,842</u>	<u>21,816,127</u>	<u>\$ 230,170</u>	<u>\$ 260,716</u>	<u>21,816,127</u>

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

	March 31, 2021				
	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A Preferred Stock.	4,825,062	4,825,062	\$ 14,807	\$ 14,843	4,825,062
Series B Preferred Stock.	3,305,829	3,305,829	9,163	9,199	3,305,829
Series B1-NV Preferred Stock	2,775,311	381,842	1,174	1,174	381,842
Series B1 Preferred Stock	2,775,311	2,393,469	7,326	7,357	2,393,469
Series C Preferred Stock	5,081,951	4,954,951	28,072	28,143	4,954,951
Series D Preferred Stock	2,208,334	2,208,334	49,859	50,000	2,208,334
Series E-1 Preferred Stock	2,374,954	1,750,514	55,962	70,080	1,750,514
Series E-2 Preferred Stock	2,966,090	1,996,126	63,810	79,920	1,996,126
Series F-1 Preferred Stock	857,312	857,312	59,737	60,000	857,312
Series F-2 Preferred Stock	57,375	-	-	-	-
	27,227,529	22,673,439	\$ 289,910	\$ 320,716	22,673,439

The holders of Preferred Stock have the following rights and preferences (Series B, B1, and B1-NV collectively referred to as "Senior Preferred Stock"):

Voting

The holders of the Preferred Stock are entitled to vote, together with the holders of common stock, on all matters submitted to stockholders for a vote. Each holder of Preferred Stock is entitled to the number of votes equal to the number of whole shares of common stock into which each Preferred Stock is convertible at the time of such vote. The holders of Preferred Stock shall vote together with the holders of common stock as a single class, except for the election of the Board of Directors. For such election, the holders of Preferred Stock shall vote exclusively as a separate class to elect three directors. The holders of Class A common stock shall vote exclusively to elect one director. The remainder of the directors of the Company shall be elected by the holders of common stock and preferred stock voting as a single class and are entitled to elect three directors.

Except as may otherwise be required under Delaware General Corporation Law, holders of the Series B1-NV Preferred Stock, the Series E-2 Preferred Stock and the Series F-2 Preferred Stock shall have no right to vote in respect of such shares.

Conversion

Each share of Preferred Stock is convertible, at the option of the holder, at any time after the date of issuance of such share, into such number of fully paid and nonassessable shares of common stock.

The conversion ratio of each series of Preferred Stock is determined by dividing the applicable Original Issue Price of each series by the applicable Conversion Price of each series in effect on the date the certificate is surrendered for conversion. The Original Issue Price per share is \$1.974 for Series A Preferred Stock, \$1.974 for Series B Preferred Stock, \$2.252 for Series B1 Preferred Stock and Series B1-NV Preferred Stock, \$4.44 for Series C Preferred Stock, \$22.6415 for Series D Preferred Stock, \$32.0287 for Series E Preferred Stock and \$69.9862 for Series F Preferred Stock,

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

each subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization and other adjustments as set forth in the Company's certificate of incorporation, as amended and restated.

Mandatory Conversion

Each share of Preferred Stock will automatically be converted into shares of the Company's common stock, at the then effective conversion price upon the closing of the sale of shares of common stock at a price to the public of at least \$44.8402 per share, subject to appropriate adjustment for stock splits, stock dividends, combinations and other similar recapitalizations affecting such shares, in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, with net proceeds to the Company of at least \$100 million.

Liquidation

Series A Preferred Stock

In the event of a voluntary or involuntary liquidation, dissolution, or winding up of the Company the holders of the Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of the common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series A Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company. If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Senior Preferred Stock (Series B, B1 and B1-NV)

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company the holders of the Senior Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series A Preferred Stock or (ii) common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable preferred stock Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Senior Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Senior Preferred Stock the full amount to which they shall be entitled, the holders of shares of Senior Preferred Stock shall share ratably in any distribution of the assets available for distribution in

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Series C Preferred Stock

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Senior Preferred Stock (ii) Series A Preferred Stock or (iii) common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series C preferred stock Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series C Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Series D Preferred Stock

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series D preferred stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series C Preferred Stock (ii) Senior Preferred Stock (iii) Series A preferred stock or (iv) common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series D preferred stock Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series D Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series D Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series D Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Series E Preferred Stock (Series E-1 and E-2)

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series E preferred stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series D Preferred Stock, (ii) Series C Preferred Stock, (iii) Senior Preferred Stock, (iv) Series A Preferred Stock, (v) Common Stock, or (vi) any other class or series of capital stock of the Corporation, in each case by reason of their ownership thereof, an amount per share equal to the greater of (a) (i) 125% of the Series E Preferred Stock Original Issue Price, plus any dividends declared but unpaid thereon (if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated before the second anniversary of the Series E original issue date) and (ii) Series E Original Issue Price, plus any dividends declared but unpaid (if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated on or after the second anniversary of the Series E original issue date) or (b) such amount per share as would have been payable had all shares of Series E Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company, if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated before the second anniversary of the Series E original issue date.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series E Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series E Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Series F Preferred Stock (Series F-1 and F-2)

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series F preferred stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of (i) Series E Preferred Stock, (ii) Series D Preferred Stock, (iii) Series C Preferred Stock (iv) Senior Preferred Stock, (v) Series A Preferred Stock, (vi) Common Stock, or (vii) any other class or series of capital stock of the Corporation, in each case by reason of their ownership thereof, an amount per share equal to the greater of (a) Series F Original Issue Price, plus any dividends declared but unpaid (if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated on or after the second anniversary of the Series F original issue date) or (b) such amount per share as would have been payable had all shares of Series F Preferred Stock been converted into common stock immediately prior to such liquidation, dissolution, or winding up of the Company, if the voluntary or involuntary liquidation, dissolution or winding up of the corporation or any deemed liquidation event is consummated before the second anniversary of the Series F original issue date.

If upon such liquidation, dissolution, or winding up of the Company, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series F Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series F

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Dividends

In July 2018, coinciding with the issuance of Series D Preferred Stock, the certificate of incorporation was amended to eliminate the future accrual of dividends. Holders of Series A Preferred Stock, Senior Preferred Stock and Series C Preferred Stock were entitled to accrue dividends through the Series D Preferred Stock issuance date of July 5, 2018 (the "Preferred Stock Dividends") out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend to shareholders of common stock. The Preferred Stock Dividends shall be cumulative and accrue, day to day through the Series D Preferred Stock issuance date, at a rate per annum of 8% per share on such shares of preferred stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the preferred stock. The holders of Series D Preferred Stock, Series E Preferred Stock and Series F Preferred Stock are not entitled to accrue dividends.

Accumulated dividends were as follows (in thousands):

	<u>December 31, March 31,</u>	
	<u>2020</u>	<u>2021</u>
Series A Preferred Stock	\$ 5,318	\$ 5,318
Series B Preferred Stock	1,967	1,967
Series B1-NV Preferred Stock	314	314
Series B1 Preferred Stock	2,673	2,673
Series C Preferred Stock	6,143	6,143
	<u>\$ 16,415</u>	<u>\$ 16,415</u>

No dividends were declared or paid by the Company during the three months ended March 31, 2020 and 2021.

Redemption

Series A, B, B1 B1-NV, C and D of Preferred Stock do not contain any date-certain redemption features. At any time on or after the fifteenth anniversary of the Series E Preferred Stock issue date, any holder of Series E Preferred Stock may elect to have all outstanding shares of Series E Preferred Stock redeemed. The redemption price for each share of Series E Preferred Stock will be the original issue price per share, plus any declared but unpaid dividends. At any time on or after the fifteenth anniversary of the Series F Preferred Stock issue date, any holder of Series F Preferred Stock may elect to have all outstanding shares of Series F Preferred Stock redeemed. The redemption price for each share of Series F Preferred Stock will be the original issue price per share, plus any declared but unpaid dividends. All classes of the Company's Preferred Stock are contingently redeemable upon a deemed liquidation event.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Classification of Convertible Preferred Stock

The Preferred Stock is contingently redeemable upon certain deemed liquidation events outside of the Company's control such as a dissolution, winding up of the Company, merger or consolidation, or other disposition of all or substantially all the assets of the Company. Accordingly, all shares of convertible Preferred Stock have been presented outside of permanent equity in mezzanine equity on the consolidated balance sheets.

The Company recorded the convertible Preferred Stock at fair value on the dates of issuance, net of issuance costs. Shares of convertible preferred stock are not currently redeemable. The Company did not adjust the carrying values of the convertible preferred stock to the deemed liquidation values of such shares since a liquidation event was not probable at any of the balance sheet dates. Subsequent adjustments to increase or decrease the carrying values to the ultimate liquidation values will be made only if, and when, it becomes probable that such a liquidation event will occur. The Company will evaluate the redemption contingency at each reporting period, reclassifying the instrument to a liability when the contingency is resolved and the convertible preferred stock becomes mandatorily redeemable.

Classification and Accretion of Redeemable Convertible Preferred Stock

The Company has classified redeemable convertible preferred stock outside of stockholders' deficit because the shares contain certain redemption features that are not solely within the control of the Company. Costs incurred in connection with the issuance of each series of redeemable convertible preferred stock are recorded as a reduction of gross proceeds from issuance. The Company records periodic accretion to the carrying values of its outstanding redeemable convertible preferred stock such that the carrying value of the redeemable convertible preferred stock will be equal to the original issuance cost at the earliest date of redemption. Adjustments to the carrying values of the redeemable convertible preferred stock to record this accretion at each reporting date are considered a deemed dividend, which adjusts additional paid-in capital and increases or decreases net loss attributable to common stockholders in computing basic and diluted net loss per share.

13. Warrants to Purchase Convertible Preferred Stock

In connection with the January 2018 LSA, the Company issued 127,000 warrants to purchase Series C Convertible Preferred Stock. The Company's warrants to purchase preferred stock provide for net share settlement under which the maximum number of shares that could be issued represents the total amount of shares under the warrant agreements. The maximum number of shares that could be required to be issued to net share settle the warrants is 28,603 shares of Series C Convertible Preferred Stock.

As of December 31, 2020, warrants to purchase the following classes of Preferred Stock were outstanding:

Series of Preferred Stock	Issuance Date	Number of Preferred Shares Issuable Under Warrant	Weight Average Exercise Price	Remaining Contractual Term (In Years)	Fair Value of Warrants (In Thousands)
Series C	January 16, 2018	127,000	\$4.44	4.0	\$1,932

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

As of March 31, 2021 warrants to purchase the following classes of Preferred Stock were outstanding:

Series of Preferred Stock	Issuance Date	Number of Preferred Shares Issuable Under Warrant	Weight Average Exercise Price	Remaining Contractual Term (In Years)	Fair Value of Warrants (In Thousands)
Series C	January 16, 2018	127,000	\$ 4.44	3.8	\$ 2,886

As a result of changes in the fair value of these warrants, the Company recorded expense of \$0.3 million and \$1.0 million, for the three months ended March 31, 2020 and 2021, respectively.

The following table provides a roll forward of the aggregate fair value of the Company's preferred stock warrants for the three months ended March 31, 2020 and 2021 (in thousands):

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2021
Balance at beginning of period	\$ 1,307	\$ 1,932
Changes in fair value	263	954
Balance at end of period	<u>\$ 1,570</u>	<u>\$ 2,886</u>

14. Common Stock and Common Stock Warrants

As of March 31, 2021, the Company's amended and restated certificate of incorporation authorized the issuance of 51.5 million shares, par value of \$.0001 common stock. In February 2021, the amended and restated certificate of incorporation adjusted common stock reserved for issuance in connection with the conversion of Preferred Stock to a total of 27,227,529 shares and upon the exercise of stock options under the Company's 2018 Equity Incentive plan to a total of 10,666,788.

Each share of common stock entitles the holder to one vote on all matters submitted to the Company's stockholders for a vote. Holders of common stock are entitled to receive dividends at the discretion of the Board of Directors pending on applicable laws and the Company's financial condition, results of operations, cash requirements, prospects and other factors as the Board of Directors may deem relevant. The holders have no preemptive, conversion, or other subscription rights. There are no redemption or scheduled installment payment provisions relating to shares of common stock. All the outstanding shares of common stock are fully paid and nonassessable. As of December 31, 2020 and March 31, 2021, no cash dividend have been declared or paid.

In August 2012, the Company entered into a Loan and Security Agreement. In connection with the agreement, the Company issued to the lender a warrant to purchase up to 25,000 shares of the Company's common stock at a price of \$0.50 per share.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

On May 18, 2020, in connection with the Company's refinancing of the LSA, the Company issued warrants to purchase 63,057 shares of common stock at \$11.84 per share that were classified as equity. The initial fair value of the warrants was \$0.4 million. The fair value of the warrants was determined using the Black Scholes model on the date of issuance using the assumptions as presented below:

Risk-free interest rate	0.73%
Expected dividend yield	0%
Expected volatility	38.5%
Remaining contractual term (years)	10

On March 24, 2021, the May 2020 LSA warrants were exercised via a cashless exercise, resulting in the issuance of 50,506 shares of common stock.

The following table summarizes information about the Company's outstanding common stock warrants as of December 31, 2020 and March 31, 2021:

	As of December 31, 2020					
	DATE		Strike Price	Total Warrants Outstanding and Exercisable	Exercise Price	Weighted Average Exercise Price
	Issued	Expiration				
LSA Warrants	August-12	August-22	\$ 0.50	25,000	\$ 0.50	\$ 0.50
LSA Warrants	May-20	May-30	\$11.84	63,057	\$ 11.84	\$ 11.84

	As of March 31, 2021					
	DATE		Strike Price	Total Warrants Outstanding and Exercisable	Exercise Price	Weighted Average Exercise Price
	Issued	Expiration				
LSA Warrants	August-12	August-22	\$ 0.50	25,000	\$ 0.50	\$ 0.50

15. Stock-Based Compensation

2018 Equity Incentive Plan

The Company's 2018 Equity Incentive Plan (the "2018 Plan") provides for the issuance of a total of 10,666,788 shares of common stock in the form of incentive stock options, nonqualified stock options, and restricted stock awards to the Company's directors, officers, employees and outside consultants.

As of December 31, 2020 and March 31, 2021, an aggregate of 783,949 and 548,486 incentive stock options, nonqualified options, and restricted stock awards of the Company are still available for future grant, respectively.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following table summarizes the outstanding stock option activity and a summary of information related to stock options as of and for the three months ended March 31, 2021:

	Number of Shares	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value (In Thousands)
Outstanding as of January 1, 2021	5,569,601	\$ 6.06	6.64	
Granted	956,155	18.57		
Exercised	(1,001,858)	2.41		
Cancelled	(19,294)	12.17		
Expired	(5,863)	9.84		
Outstanding as of March 31, 2021	5,498,741	8.88	7.32	\$ 201,879
Exercisable as of March 31, 2021	2,785,500	4.66	5.74	\$ 114,001
Vested and expected to vest as of March 31, 2021	5,409,342	8.53	7.20	\$ 200,463

The aggregate intrinsic value was calculated as the difference between exercise price of the underlying awards and the calculated price of the Company's common stock at December 31, 2020 and March 31, 2021. The aggregate intrinsic value of stock options exercised during the three months ended March 31, 2020 and the three months ended March 31, 2021 was \$4.8 million and \$54.5 million, respectively.

The Company received cash proceeds from the exercise of common stock options of \$0.5 million and \$2.4 million during the three months ended March 31, 2020 and the three months ended March 31, 2021, respectively.

The weighted average grant-date fair value of stock options granted during the three months ended March 31, 2020 and the three months ended March 31, 2021 was \$11.84 per share and \$17.40 per share, respectively.

The fair value of each option award is estimated on the date of grant using the Black-Scholes option-pricing model. The table below quantifies the weighted average of the most significant inputs to determine the fair value of stock options granted.

	Three Months Ended March 31, 2021
Risk-free interest rate	0.70%
Expected dividend yield	0.0%
Expected volatility	42.3%
Expected terms (in years)	6

* - The Company did not grant any stock options during the three months ended March 31, 2020.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following table summarizes the restricted stock activity as of and for the three months ended March 31, 2021:

	Number of Shares	Weighted- Average Grant Date Fair Value	Aggregate Fair Value (In Thousands)
Unvested as of January 1, 2021	223,839	\$ 2.93	
Granted	-	-	-
Vested	(51,654)	2.93	\$ 151,346
Cancelled	-	2.93	
Unvested as of March 31, 2021	<u>172,185</u>	<u>\$ 2.93</u>	

As of March 31, 2021, there was \$26.6 million of total unrecognized compensation expense related to unvested stock options and restricted stock awards, which is expected to be recognized over a weighted-average period of 2.8 years.

The following table summarizes the stock-based compensation expense for stock options and restricted stock awards granted to employees that was recorded in the Company's consolidated statements of operations and comprehensive loss (in thousands):

	For the Three Months Ended March 31, 2020	For the Three Months Ended March 31, 2021
Technology and development	\$ 163	\$ 1,085
Selling and marketing	251	2,644
General and administrative	421	6,635
Total stock-based compensation expense	<u>\$ 835</u>	<u>\$ 10,364</u>

In February 2021, certain of the Company's existing investors acquired 401,706 outstanding common stock from employees of the Company, for a purchase price greater than the fair value of the common stock at the time of the transaction. As a result, the Company recorded \$8.4 million in stock-based compensation during the three months ended March 31, 2021. The amount recorded as stock-based compensation represents the difference between the price paid and the estimated fair value at the date of the transaction.

As of December 31, 2020 and March 31, 2021, the Company had reserved 32,754,479 and 33,499,756 shares, respectively, of common stock for the conversion of the outstanding Preferred Stock, exercise of outstanding stock options, the number of shares remaining available for grant under the Company's 2018 Plan and the exercise of outstanding warrants to purchase shares of common stock (refer to Note 14).

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

16. Net Loss per Share

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

	Three Months Ended March 31,	
	2020	2021
Numerator:		
Net income (loss)	\$ 3,700	\$ (8,652)
Accretion of preferred stock to redemption value	(2)	(5)
Less: Earnings attributable to participating securities	2,917	-
Net income (loss) attributable to common shareholders - basic and diluted	<u>\$ 781</u>	<u>(8,657)</u>
Denominator:		
Weighted average shares outstanding - basic	<u>5,837,773</u>	<u>7,033,359</u>
Effect of potentially dilutive stock options	2,680,171	
Effect of potentially restricted common stock	452,723	
Effect of potentially dilutive warrants for convertible preferred stock	88,691	
Effect of potentially dilutive warrants for common stock	<u>23,846</u>	
Weighted average shares outstanding - diluted	<u>9,083,204</u>	<u>7,033,359</u>
Net income (loss) per share attributable to common stockholders - basic	<u>\$ 0.13</u>	<u>\$ (1.23)</u>
Net income (loss) per share attributable to common stockholders - diluted	<u>\$ 0.09</u>	<u>\$ (1.23)</u>

For the three months ended March 31, 2021 the Company's potential dilutive securities have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common stockholders is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at period end, from the computation of diluted net loss per share attributable to common stockholders for the three months ended March 31, 2021 because including them would have had an anti-dilutive effect. There were no anti-dilutive securities for the three months ended March 31, 2020.

	Three Months Ended March 31, 2021
Warrants for the purchase of common stock	25,000
Warrants for the purchase of convertible preferred stock (as converted into common stock)	127,000
Redeemable convertible preferred stock (as converted into common stock)	4,603,952
Convertible preferred stock (as converted into common stock)	18,069,487
Unvested restricted stock awards	172,184
Stock options to purchase common stock (as converted to common stock)	<u>5,498,741</u>
	<u>28,496,364</u>

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

17. Income Taxes

The Company's provision for income taxes during the interim periods is determined using an estimate of the Company's annual effective tax rate, which is adjusted for certain discrete tax items during the interim period. The Company reported an income tax benefit of \$7.7 million and an income tax expense of \$0.2 million for the three months ended March 31, 2020 and 2021, respectively. The tax benefit for the three-months ended March 31, 2020 was primarily attributable to the release of valuation allowance in connection with the acquisition of Simplee. This release was due to taxable temporary differences recorded as part of the Simplee acquisition which are a source of income to realize certain pre-existing federal and state deferred tax assets.

The income tax expense for the three-months ended March 31, 2021 was primarily attributable to foreign taxes.

The Company's effective tax rate differs from the Federal statutory rate primarily due to the change in valuation allowance primarily in the U.S. The Company has not recorded any amounts for unrecognized tax benefits. The Company is open to future tax examinations from 2016 to the present; however, carryforward attributes that were generated prior to 2016 may still be adjusted upon examination by federal, state or local tax authorities to the extent they will be used in a future period.

The Company's management evaluates the realizability of the Company's deferred tax assets based on all available evidence, both positive and negative. The realization of net deferred tax assets is dependent on the Company's ability to generate sufficient future taxable income during the foreseeable future. As of March 31, 2021, the Company continues to maintain a full valuation allowance of the U.S. net deferred tax assets.

18. Commitments and Contingencies**Operating Leases**

In March 2021, the Company entered into a lease agreement for 680 square feet of office space in Tel Aviv, Israel. The term of the lease commenced on March 15, 2021 and continues until March 25, 2023. The Company has the option to extend the lease for an additional two-year term at market-based rates. The base rent payments commenced in March 2021. The Company is obligated to pay its portion of building operating and tax expenses.

Future minimum lease payments for noncancelable operating leases as of March 31, 2021, are as follows (in thousands):

Years Ending December 31,	
2021 (remaining nine months)	\$1,377
2022	1,636
2023	1,424
2024	426
2025	18
	<u>\$4,881</u>

Rent expense for the three months ending March 31, 2020 and 2021, was \$0.6 million and \$0.5 million, respectively.

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

FLYWIRE CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Legal proceedings

The Company is subject to various legal proceedings and claims, the outcomes of which are subject to significant uncertainty. The Company records an accrual for legal contingencies when it is determined that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other things, the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, and the ability to make a reasonable estimate of the loss. If the occurrence of liability is probable, the Company will disclose the nature of the contingency, and if estimable, will provide the likely amount of such loss or range of loss.

As of March 31, 2021, the Company was not subject to any pending legal matters or claims that could have a material adverse effect on its financial position, results of operations, or cash flows.

Indemnification

In the ordinary course of business, the Company agrees to indemnify certain partners and clients against third party claims asserting infringement of certain intellectual property rights, data protection, damages caused to property or persons, or other liabilities relating to or arising from the Company's payment platform or other contractual obligations. In addition, the Company has entered into indemnification agreements with members of its board of directors that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. To date, the Company has not incurred any material costs as a result of such indemnifications. The Company is not currently aware of any indemnification claims and had not accrued any liabilities related to such obligations in its consolidated financial statements as of December 31, 2020 and March 31, 2021.

19. Subsequent Events

For the Company's interim condensed consolidated financial statements as of March 31, 2021 and for the three months then ended, the Company has evaluated subsequent events through May 3, 2021, the date on which these unaudited condensed consolidated financial statements were available for issuance.

In April 2021, the Company facilitated a tender offer whereby certain of the Company's existing investors commenced a tender offer to purchase shares of the Company's common stock from certain employees of the Company, at an average price of \$61.20 per share.

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

**REPORT OF INDEPENDENT AUDITORS
TO THE SHAREHOLDERS OF SIMPLIFICARE INC.**

We have audited the accompanying consolidated financial statements of Simplificare Inc., which comprise the consolidated balance sheets as of December 31, 2019 and 2018 and the related consolidated statements of operations and comprehensive loss, convertible preferred stocks and stockholders' deficit and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Simplificare Inc. at December 31, 2019 and 2018 and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Simplificare Inc.'s Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that Simplificare Inc. will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has recurring losses from operations, and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the

[Table of Contents](#)

events and conditions and management's plans regarding these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

/s/ Kost Forer Gabbay & Kasierer
A Member of Ernst & Young Global

Tel-Aviv, Israel
March 10, 2021

SIMPLIFICARE INC.
CONSOLIDATED BALANCE SHEETS
U.S. dollars in thousands (except share and per share data)

	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 4,041	\$ 4,951
Restricted cash	91	77
Accounts receivable, net	7,161	3,893
Deferred contract acquisition and fulfillment costs	272	-
Prepaid expenses and other current assets	499	857
Total current assets	<u>12,064</u>	<u>9,778</u>
Property and equipment, net	110	94
Deferred contract acquisition and fulfillment costs, net of current	650	-
Long term deposits	331	301
	<u>1,091</u>	<u>395</u>
Total assets	<u>\$ 13,155</u>	<u>\$ 10,173</u>

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

SIMPLIFICARE INC.
CONSOLIDATED BALANCE SHEETS
U.S. dollars in thousands (except share and per share data)

	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Liabilities, Convertible Preferred Stock and Stockholders' Deficit		
Current Liabilities:		
Account payables	\$ 2,020	\$ 445
Deferred revenue	407	727
Accrued payroll and related benefits	855	762
Accrued expenses and other payables	1,180	1,000
Current portion of long-term debt	2,200	1,820
Total current liabilities	<u>6,662</u>	<u>4,754</u>
Long-Term Liabilities:		
Long-term debt, net of current portion and net of issuance costs	2,780	3,158
Deferred revenue, net of current	839	-
Other long-term liabilities	1,106	-
Warrants to purchase convertible preferred stock	111	37
Total liabilities	<u>11,498</u>	<u>7,949</u>
Commitments and contingencies (Note 13)		
Convertible preferred stock (Series A, B, C and C-1), \$0.001 par value, 46,307,481 shares authorized at December 31, 2019 and 2018; 44,058,986 shares issued and outstanding at December 31, 2019 and 2018. Aggregate liquidation preferences of \$38,268 at December 31, 2019 and 2018.	<u>38,268</u>	<u>38,268</u>
Stockholders' deficit:		
Common stock, \$0.001 par value; 70,500,000 shares authorized at December 31, 2019 and 2018; 11,241,043 and 11,198,077 shares issued and outstanding at December 31, 2019 and 2018, respectively.	11	11
Additional-paid-in-capital	3,772	2,397
Accumulated other comprehensive income (loss)	121	(27)
Accumulated deficit	<u>(40,515)</u>	<u>(38,425)</u>
Total stockholders' deficit	<u>(36,611)</u>	<u>(36,044)</u>
Total liabilities, convertible preferred stock and stockholders' deficit	<u>\$ 13,155</u>	<u>\$ 10,173</u>

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

SIMPLIFICARE INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
U.S. dollars in thousands

	Year Ended December 31,	
	2019	2018
Revenue	\$ 26,229	\$ 12,437
Cost of revenue	11,489	2,547
Gross margin	14,740	9,890
Operating expenses:		
Research and development	6,546	5,756
Sales and marketing	4,993	5,475
General and administrative	4,397	3,266
Total operating expenses	15,936	14,497
Operating loss	(1,196)	(4,607)
Other income (expense):		
Interest expense	(325)	(211)
Change in fair value of preferred stock warrant liability	7	10
Other expense, net	(226)	(134)
Total other expenses, net	(554)	(335)
Loss before provision for income taxes	(1,740)	(4,942)
Provision for income taxes	449	115
Net loss	(2,189)	(5,057)
Other comprehensive income:		
Change in comprehensive income (expense) related to foreign currency translation adjustments	148	(83)
Total comprehensive loss	\$ (2,041)	\$ (5,140)

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

SIMPLIFICARE INC.
CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCKS AND STOCKHOLDERS' DEFICIT
U.S. dollars in thousands

	Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss), Net	Total Shareholders' Deficit
	Number	Amount	Number	Amount				
Balance at January 1, 2018	44,058,986	\$38,268	11,026,420	\$ 11	\$ 1,570	\$ (33,368)	\$ 56	\$ (31,731)
Stock-based compensation	-	-	-	-	745	-	-	745
Exercise of stock options	-	-	171,657	*	82	-	-	82
Change in comprehensive loss related to foreign currency translation adjustments	-	-	-	-	-	-	(83)	(83)
Net loss	-	-	-	-	-	(5,057)	-	(5,057)
Balance at December 31, 2018	44,068,986	38,268	11,198,077	11	2,397	(38,425)	(27)	(36,044)
Stock-based compensation	-	-	-	-	1,347	-	-	1,347
Exercise of stock options	-	-	42,966	*	28	-	-	28
Cumulative effect of adoption of new accounting standard (Note 2u)	-	-	-	-	-	99	-	99
Change in comprehensive loss related to foreign currency translation adjustments	-	-	-	-	-	-	148	148
Net loss	-	-	-	-	-	(2,189)	-	(2,189)
Balance at December 31, 2019	<u>44,058,986</u>	<u>\$38,268</u>	<u>11,241,043</u>	<u>\$ 11</u>	<u>\$ 3,772</u>	<u>\$ (40,515)</u>	<u>\$ 121</u>	<u>\$ (36,611)</u>

* Represent an amount lower than \$ 1.

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

SIMPLICARE INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
U.S. dollars in thousands

	Year Ended December 31,	
	2019	2018
Operating activities:		
Net loss	\$ (2,189)	\$ (5,057)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	72	81
Stock based compensation	1,347	745
Non-cash interest expense	38	25
Remeasurement of warrants to purchase convertible preferred stock	(7)	(10)
Changes in operating assets and liabilities:		
Accounts receivable	(3,268)	(1,596)
Deferred contract acquisition and fulfillment costs	(668)	-
Prepaid expenses and other current assets	362	(373)
Accounts payable	1,572	289
Deferred revenue	364	377
Accrued payroll and related benefits	74	(358)
Accrued expenses and other payables	162	331
Other long-term liabilities	1,106	-
Net cash used in operating activities	<u>(1,035)</u>	<u>(5,546)</u>
Investing activities:		
Restricted deposit	(30)	(270)
Purchases of property and equipment	(82)	(26)
Net cash used in investing activities	<u>(112)</u>	<u>(296)</u>
Financing activities:		
Issuance of warrants to purchase convertible preferred stock	45	47
Proceeds from issuance of term loan	-	4,953
Proceeds from exercise of stock options	28	82
Net cash provided by financing activities	<u>73</u>	<u>5,082</u>
Net decrease in cash, cash equivalents and restricted cash	(1,074)	(760)
Cash, cash equivalents and restricted cash, beginning of year	5,028	5,893
Cash (erosion) due to exchange rate differences	178	(105)
Cash, cash equivalents and restricted cash, end of year	<u>\$ 4,132</u>	<u>\$ 5,028</u>
Supplemental disclosures of cash flow and noncash transactions:		
Issuance of warrants to purchase convertible preferred stocks	<u>\$ 45</u>	<u>\$ -</u>
Supplemental disclosure of cash flow information:		
Cash paid during the period for interest	\$ 25	\$ 211
Cash paid for income taxes	<u>156</u>	<u>133</u>
Reconciliation of cash, cash equivalents, and restricted cash within the Consolidated Balance Sheets to the amounts shown in the Consolidated Statements of Cash Flows above:		
Cash and cash equivalents	\$ 4,041	\$ 4,951
Restricted cash	<u>91</u>	<u>77</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 4,132</u>	<u>\$ 5,028</u>

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

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

NOTE 1:- GENERAL

Simplificare Inc., a Delaware corporation was founded on August 26, 2010. In 2010, Simplificare Inc. established Simplificare Ltd. (the "Subsidiary"), a wholly owned subsidiary, which was incorporated and has commenced operations in Israel (together with Simplificare Inc. the "Company").

The Company provides a software platform to health care providers for patient financial care. The Company's technology creates a modern billing and payment experience designed to engage patients on financial responsibility in a personalized way, matching needs to options starting with preservice.

On February 13, 2020, all of the outstanding shares of Simplificare were acquired by Flywire Healthcare Corporation ("Flywire"). All outstanding shares of preferred stock were converted to common stock. Additionally, warrants and vested options were exercised for common stock and outstanding debt was paid off at the acquisition date with proceeds from the acquisition. The Company will continue to operate as a 100% wholly owned subsidiary of Flywire. Historically, the Company has generated losses from operations, and at December 31, 2019 has an accumulated deficit of \$40.5 million and negative cash flows from operating activities during the year ended December 31, 2019 is \$1 million. The Company requires additional financing in order to continue to fund its current operations and pay existing and future liabilities. These conditions raise substantial doubt about the Company's ability to continue as a going concern. The consolidated financial statements do not include any adjustments to the carrying amounts and classifications of assets and liabilities that would result if the Company was unable to continue as a going concern.

Post acquisition, the Company has been integrated into Flywire, and determining the results from operations for Simplificare is impractical. Flywire, as the parent company, will fund any deficits incurred by Simplificare into the foreseeable future.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP").

a. Use of estimates:

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

b. Financial statements in U.S. dollars:

The functional currency of the Company is the U.S. dollar, as the U.S. dollar is the currency of the primary economic environment in which the Company and its subsidiary has operated and expects to continue to operate in the foreseeable future.

Accordingly, monetary accounts maintained in currencies other than the dollar are re-measured into U.S. dollars. All transaction gains and losses of the re-measured monetary balance sheet items are reflected in the consolidated statement of operations as other income or expenses, as appropriate.

NIS is the currency of the primary economic environment in which the Subsidiary expects to operate in the foreseeable future. The Subsidiary's operations are currently conducted mostly in Israel and its expenses are currently paid in NIS.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

Accordingly, monetary accounts maintained in currencies other than NIS are re-measured into NIS. All transaction gains and losses of the re-measurement of monetary balance sheet items are reflected in the consolidated statements of operations and comprehensive loss as other income or expenses, as appropriate.

c. Principles of consolidation:

The consolidated financial statements include the accounts of Simplificare Inc. and its Subsidiary. Intercompany transactions and balances have been eliminated upon consolidation.

d. Cash equivalents:

The Company considers all highly liquid investments, including merchant account and unrestricted short-term bank deposits purchased with stated maturities of three months or less from the date of purchase, to be cash equivalents.

e. Restricted cash and deposits:

Restricted cash and deposits are used as a security for the Company's lessor and as retention for merchant accounts.

f. Property and equipment:

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, at the following lives:

	Years
Computers, software and electronic equipment	3
Office furniture and equipment	7
Leasehold improvements	By the shorter of the term of the lease or the life of the asset

g. Impairment of long-lived assets:

The Company's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

As of December 31, 2019, and 2018, no impairment losses have been identified.

h. Revenue recognition:

Revenue recognized under ASC 606:

Performance obligations and timing of revenue recognition:

The Company provides a software platform to health care providers for patient financial care. The Company's technology creates a modern billing and payment solution designed to optimize collections, namely, the Company provides its customers a cloud-based access to its software. The customers do not acquire the software to run on their systems, but instead are limited to accessing the platform from the systems of the Company under a hosting arrangement.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

The Company recognizes revenue in accordance with Accounting Standards Codification (“ASC”) 606- Revenue from Contracts with Customers (“ASC 606”) when, or as, control of the promised goods or services is transferred to the customer, in an amount that reflects the consideration it expects to be entitled to in exchange for those goods or services. Revenue is recognized net of allowances for refunds and any taxes collected from customers, which are subsequently remitted to governmental authorities.

The company accounts for revenue contracts with customers through the following steps:

1. Identification of the contract, or contracts, with a customer
2. Identification of the performance obligations in the contract
3. Determination of the transaction price
4. Allocation of the transaction price to the performance obligations in the contract; and
5. Recognition of revenues when, or as, the Company satisfies a performance obligation.

The company’s contract is formed when a customer signs a Software Service Agreement and an Order Form. The contracts usually include an automatic renewal option for an additional 12 months period. The nature of the Company’s service is to stand ready to approve its Customers’ online transactions during the contract term. Customers are granted access to the platform under a hosting arrangement and do not acquire a license to run the software on their systems. The customers are obliged to pay a percentage-based amount per transaction. In limited cases the contracts include a minimal monthly fee. As the contracts include an unknown quantity of output (i.e. approved transactions) at a fixed contractual rate per the transactions executed on a monthly basis, the contract price is deemed variable. The Company allocates the variable consideration to the month in which the service is performed which coincides with the month the Company has the contractual right to bill. Invoiced amounts are recorded in accounts receivable and in revenue.

The nature of the Company’s service is to provide its clients’ patients access to a cloud-based payments solution. The Company has determined that it has one performance obligation, the act of standing ready to provide continuous access to the platform and process related payment transactions. To provide those services the Company has to implement the client to the cloud-based solution, provide hosting services, generation and distribution of client patients billing statements, support services and when and updates, if applicable, that constitute inputs of a combined output.

The integration services the Company provides at inception of contracts, are in substance a set-up activity and are being accounted for as costs to fulfil a contract as detailed below.

The Company has determined that it can use the “as-invoiced” practical expedient since the fees vary only within a given month, and the minimal fee is not substantive.

The Company incurs costs in processing payments which may include banking, credit card processing, printing and mailing fees. These fees are direct costs of the Company in providing payment processing services. Since the Company controls the payment processing service, it is responsible for completing the payment, bears primary responsibility for the fulfillment of the payment service, and it has full discretion in determining the fee charged, the Company is acting as a principal. As such, the Company recognizes fees charged to its Clients on a gross basis.

The printing services are part of the performance obligation that comprises a series. In order for an element of a contract to be considered for separate treatment under the gross vs. net

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

guidance of ASC 606, it would need to be considered a separate performance obligation (i.e. specified good). As the Company is the principal in the series performance obligation to the customer, and the printing services are part of the series, the cost of printing and postage is considered a fulfillment cost of the obligation and recorded gross.

The Company does not disclose the value of remaining performance obligations for (i) contracts with an original contract term of one year or less, (ii) contracts for which the Company recognizes revenue at the amount to which it has the right to invoice when that amount corresponds directly with the value of services performed, and (iii) variable consideration allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied distinct service that forms part of a single performance obligation. The Company has remaining performance obligations associated with contracts with terms greater than one year of \$839. Remaining performance obligations range from an additional 1-5 years.

Contract Balances from contracts with Customers

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

	Year Ended December 31,	
	2019	2018
Accounts receivable, net of allowances	\$ 7,161	\$ 3,893
Deferred revenue - current	407	727
Deferred revenue - non-current	839	-

Deferred contract acquisition and fulfillment costs

Some of the sales commissions earned by the Company's sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for new contracts are deferred and then amortized on a straight-line basis over a period of benefit that is estimated to be four years. The Company determined the period of benefit by taking into consideration its technology's useful life and other factors. Sales commissions for renewal contracts are deferred and then amortized on a straight-line basis over the related contractual renewal period.

The Company applies the practical expedient to expense costs as incurred for sales commissions when the amortization period would have been one year or less.

In addition, the Company is required to provide integration services in order to be able to fulfil its obligation to provide their services. The integration performed by the Company is in substance a set-up activity rather than a distinct performance obligation that allows the use of the platform and do not provide separate value to the customer. The integration costs incurred by the Company are being accounted for as costs to fulfill a contract.

The Company assesses on a periodic basis what part of the costs should be capitalized according to the employees' time allocated to provide integration services.

The asset recognized from capitalizing the costs to fulfill a contract is amortized on a systematic basis consistent with the pattern of the transfer of the goods or services to which the asset relates.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

The Company incurs the relevant integration costs only at the beginning of the contract or due to upsells. As such, the amortization period was determined to be four years.

Revenue recognized under ASC 605:

The Company's main customers are health systems wishing to facilitate patients billing and collection process. The subscription fees are charged on a per month basis, additionally the company charges a fixed platform fee. Transaction fees are charged to the customer based on the success of collecting patient payments. These transactions fees are recognized in the period the transaction is complete. The company's transaction processing expenses are recorded as part of cost of revenue.

The Company commences revenue recognition when all of the following conditions are satisfied:

- There is persuasive evidence of an arrangement;
- The service has been or is being provided to the customer;
- The collection of the fees is reasonably assured; and
- The amount of fees to be paid by the customer is fixed or determinable.

Amounts that have been invoiced are recorded in accounts receivable and in deferred revenue or revenue, depending on whether the revenue recognition criteria have been met.

The Company enters into arrangements with multiple deliverables (ASC 605-25) that generally include subscription fees and Professional Services ("PS") fees. The Company concluded that the PS does not have a standalone value since the implementation process is necessary for the customer in order to access and utilize the service and since the Company has no substantive experience of either (1) selling the service to new customers without the associated PS or (2) other vendors providing similar services. Subscriptions are recognized ratably over the contracted term of delivery, and PS is recognized after completed, over the remaining life of the agreement, assuming that the other revenue recognition criteria have been met.

The majority of the costs billed to the Company by third parties, such as pass-through and printing cost, was reimbursed by the end user (health care providers). The company is not the primary obligor in providing these services, as such, revenue for these transactions is presented net of these costs in the consolidated statements of operations.

i. Research and development costs:

Research and development costs are charged to expenses as incurred.

j. Other long-term liabilities

The Company receives cash proceeds from customers to offset the deposits the Company makes to printing and postage vendors. These customer deposits are payable back to the customer upon termination of the customer agreement.

k. Accounting for stock-based compensation:

The Company accounts for stock-based arrangements in accordance with ASC 718, "Compensation—Stock Compensation". ASC 718 requires companies to estimate the fair value of equity-based payment awards on the date of grant using an option-pricing model. The fair-value of the portion of the award that is ultimately expected to vest is recognized as an expense over

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

the requisite service periods in the Company's consolidated statement of operations and comprehensive loss.

The Company recognizes compensation expenses for the fair-value of its awards granted based on the straight-line method over the requisite service period of each of the awards.

The fair value of each option award is estimated on the date of grant using the Black-Scholes model that uses the weighted average assumptions noted in the following table:

	December 31,	
	2019	2018
Volatility	60%	61%
Risk-free interest rate	1.4%-2.7%	2.7%-3%
Dividend yield	0%	0%
Expected life (years)	6	6

Expected volatility is based on the average volatility of similar public entities for which stock price information is available. The expected option term represents the period that the Company's stock options are expected to be outstanding and was determined based on the average of the vesting period and the contractual term. The risk-free rate is based on observed interest rates appropriate for the term of the Company's employee stock options. The dividend yield assumption is based on the Company's historical and expectation of future dividend payouts and may be subject to change in the future.

i. Income taxes:

The Company accounts for income taxes in accordance with ASC 740, "Income Taxes", ("ACS 740"). This statement prescribes the use of the liability method, whereby deferred tax assets and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Valuation allowance is recorded to reduce the deferred tax assets to the net amount that the Company believes is more likely than not to be realized.

The Company accounts for its uncertain tax positions using a two-step approach to determine uncertain tax positions. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that, on an evaluation of the technical merits, the tax position will be sustained on audit, including resolution of any related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. The Company includes interest and penalties in the provision for income taxes.

m. Advertising Costs:

Advertising costs are expensed as incurred and are included in selling and marketing expenses in the consolidated statements of operations and comprehensive loss.

Advertising expenses were \$762 and \$601 for the years ended December 31, 2018 and 2019, respectively.

n. Severance pay:

All of the Israeli subsidiary's employees are included under section 14 of the Severance Compensation Law, 1963 ("section 14"). Pursuant to section 14, employees are entitled only to

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

monthly deposits, at a rate of 8.33% of their monthly salary, made in their name with insurance companies. Payments in accordance with section 14 release the Company from any future severance payments in respect of those employees. The severance pay liabilities and deposits covered under the Company's severance pay plans are not reflected in the balance sheet as the severance pay risks have been irrevocably transferred to the severance funds.

o. Concentration of credit risks, Financial Instruments and Significant Customers:

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and short-term deposits. The Company maintains its cash and cash equivalents with financial institutions that management believes are of high credit quality. To manage credit risk related to accounts receivable, the Company evaluates credit worthiness of its customers and maintains allowances, to the extent necessary, for potential credit losses based upon the aging of its accounts receivable balances and known collection issues. The Company has not experienced any significant credit losses to date.

From time to time, the Company may have corporate deposit balances with financial services institutions which exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limit of \$250,000. As part of the cash management process, the Company performs periodic reviews of the financial institution credit standing.

The Company had no off-balance sheet concentration of credit risk, such as foreign exchange contracts, option contracts or other foreign hedging agreements.

Accounts receivable are derived from revenue earned from customers located in the U.S. As of December 31, 2018 there are three customers that account for more than 10% of net accounts receivable and aggregated to 36.7% of net accounts receivable, and as of December 31, 2019, there is one customer that accounted for 21.5% of net accounts receivable.

During the year ended December 31, 2018 there are two customers that account for 24.4% of revenue, and during the year ended December 31, 2019 there are no customers that account for 10% or more of revenue.

p. Fair value of financial instruments:

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

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

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

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

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

The carrying amounts of the Company's long-term debt approximates the fair value as it bears interest at a rate approximating a market interest rate (Level 2 inputs). The Company's cash equivalents are carried at fair value (Level 1) as determined according to the fair value hierarchy described above. The carrying values of cash equivalents, accounts receivable, accounts payables, and accrued payroll and related benefits and accrued expenses and other payables approximate their respective fair values due to the short-term nature of these assets and liabilities. The Company's warrants to purchase convertible preferred stock are carried at fair value, determined using Level 3 inputs in the fair value hierarchy.

q. Software Developed for Internal Use

The Company capitalizes costs related to internal-use software during the application development stage including consulting costs and compensation expenses related to employees who devote time to the development of the projects. The Company records software development costs in property and equipment. Costs incurred in the preliminary stages of development activities and post implementation activities are expensed in the period incurred and they are included in technology and development expense in the consolidated statements of operations and comprehensive loss. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Once the product is available for general use, capitalization ceases and the asset begins being amortized. Software developed for internal use is amortized over its estimated useful life, which ranges between three and five years, in a manner that best depicts the pattern of economic use of assets which approximates straight-line.

Due to immateriality the Company did not capitalize any cost related to internal use software during the years ended December 31, 2019 and 2018.

r. Warrants to purchase Convertible Preferred Stock:

The warrants to purchase convertible preferred stock provide for net share settlement under which the maximum number of shares that could be issued represents the total amount of shares under the warrant agreements. These warrants are classified as liabilities and are marked to market each reporting period based on changes in the warrants' fair value calculating using the Black-Scholes model. Inputs used in the fair value calculation include exercise price, risk-free interest rate, expected dividend yield, remaining contractual term and expected volatility. The Company determines the fair value per share of the underlying convertible preferred stock by taking into consideration the most recent sales of its convertible preferred stock, results obtained from third-party valuations and additional factors that the Company deems relevant. The Company is a private company and lacks company-specific historical and implied volatility information of its stock. Therefore, it estimates its expected stock volatility based on the historical volatility of publicly traded peer companies for a term equal to the remaining contractual term of the warrants. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve for time periods approximately equal to the remaining contractual term of the warrants.

Changes in fair value of the warrants are recognized as a component of other income (expense), net on the on the consolidated statements of operations and comprehensive loss.

The company issued 356,009 and 95,174 warrants to purchase Series C Convertible Preferred Stock in 2019 and 2018, respectively (see also Note 9).

SIMPLICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

s. Funds receivable and funds payable:

Funds receivable and payable arise due to the time taken to clear transactions through external payment networks. Funds receivable and payable are treated as a receivable or payable, as the case may be, until the cash is settled.

t. Recently adopted accounting pronouncements

1. In August 2016, the FASB issued Accounting Standards Update (“ASU”) No. 2016-15, “Classification of Certain Cash Receipts and Cash Payments,” which addresses eight classification issues related to the statement of cash flows. In November 2016, the FASB issued ASU 2016-18, “Statement of Cash Flows: Restricted Cash,” which addresses classification and presentation of changes in restricted cash on the statement of cash flows. The standard requires that restricted cash and restricted cash equivalents be included as components of total cash and cash equivalents as presented on the statement of cash flows. The Company adopted ASU 2016-15 and ASU 2016-18 on January 1, 2019 using a retrospective transition method and applied to the period presented on the consolidated statement of cash flows. Restricted cash includes cash and cash equivalents that is restricted through legal contracts, regulations or the Company’s intention to use the cash for a specific purpose. The Company’s restricted cash primarily relates to refundable deposits.
2. In June 2018, the FASB issued Accounting Standards Update (“ASU”) ASU 2018-07, Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting, which simplifies the accounting for share-based payments granted to nonemployees for goods and services and aligns most of the guidance on such payments to nonemployees with the requirements for share-based payments granted to employees. ASU 2018-07 is effective on January 1, 2019. Early adoption is permitted. The Company adopted this ASU on January 1, 2019 with no material impact on the Company’s consolidated financial statements.
3. In November 2019, the FASB issued ASU No. 2019-08, “Compensation—Stock Compensation (Topic 718) and Revenue from Contract with Customers (Topic 606): Codification Improvements Share-Based Consideration Payable to a Customer.” These amendments expand the scope of Topic 718, Compensation—Stock Compensation to include share-based payments issued to customers in conjunction with selling goods or services. Consequently, the accounting for share-based payments to customers will be measured and classified according to Topic 718. The guidance is effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020, and early adoption is permitted. The Company adopted this update as of January 1, 2019 with no material impact on its consolidated financial statements.
4. Adoption of ASC 606, “Revenue from Contracts with Customers”:
In May 2014, the FASB issued ASU 2014-09 guidance on revenue from contracts with customers (Topic 606) that supersedes the existing revenue recognition guidance and clarifies the principles for recognizing revenue.
The Company adopted this standard on January 1, 2019 using the modified retrospective method of adoption to those contracts which were not completed as of January 1, 2019. This means that the cumulative impact of the adoption was recognized in accumulated deficit as of January 1, 2019 and that comparatives were not restated.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

The most significant impact of the standard on the Company's financial statements is the accounting for costs to obtain a contract and costs to fulfill a contract. Additionally, printing and postage revenue and cost of revenue that was previously recorded as net revenue under ASC 605, are now recorded as gross revenue and gross cost of revenue. The printing services are part of the performance obligation that comprises a series. In order for an element of a contract to be considered for separate treatment under the gross vs. net guidance of ASC 606, it would need to be considered a separate performance obligation (i.e. specified good). As Simplee is the principal in the series performance obligation to the customer, and the printing services are part of the series, the cost of printing and postage is considered a fulfillment cost of the obligation and recorded gross. These fees are direct costs of the Company in providing payment processing services. Since the Company controls the payment processing service, it is responsible for completing the payment, bears primary responsibility for the fulfillment of the payment service, and it has full discretion in determining the fee charged, the Company is acting as a principal. As such, the Company recognizes fees charged to its Clients on a gross basis.

According to ASC 606, incremental costs of obtaining a contract are those costs that the entity would not have incurred if the contract had not been obtained (for example, sales commissions). Incremental costs of obtaining a contract with a customer are recognized as assets if they are recoverable. Expensing these costs as they are incurred is not permitted unless they qualify for the practical expedient that permits an entity to expense the costs to obtain a contract as incurred when the expected amortization period is one year or less. The Company chose to apply the practical expedient when applicable.

The guidance in the revenue standard for costs to fulfill a contract only applies to those costs not addressed by other standards. Costs that are required to be expensed in accordance with other standards cannot be recognized as an asset under the revenue standard. Fulfillment costs not addressed by other standards qualify for capitalization if the following criteria are met:

1. The costs relate directly to a contract or an anticipated contract that the entity can specifically identify.
2. The costs generate or enhance resources of the entity that will be used in satisfying (or continuing to satisfy) performance obligations in the future.
3. The costs are expected to be recovered.

The cumulative effect of the changes made to the January 1, 2019 consolidated balance sheet as a result of the adoption of ASC 606 were as follows:

	Balance at December 31, 2018	Adjustments due to Topic 606	Balance at January 1, 2019
Deferred contract acquisition and fulfillment costs	-	254	254
Deferred revenues	(727)	(155)	(882)
Accumulated deficit	(38,425)	99	(38,326)

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

In accordance with the new revenue standard requirements, the disclosure of the impact of adoption on the consolidated statement of operation and balance sheet for the year ended December 31, 2019 was as follows:

Income statement:

	Fiscal Year Ended December 31, 2019 as Reported (ASC 606)	Fiscal Year Ended December 31, 2019 Before Adoption of Topic 606 (ASC 605)	Effect of Change
Revenue	(26,229)	(17,931)	(8,298)
Cost of revenue	11,489	3,303	8,186
Sales and marketing expenses	4,993	5,185	(192)

Balance sheet

	Balance at December 31, 2019 as Reported (ASC 606)	Balance at December 31, 2019 Before Adoption of Topic 606 (ASC 605)	Effect of Change
Deferred contract acquisition and fulfillment cost	922	-	922
Deferred revenue	(1,246)	(727)	(519)
Accumulated deficit	(40,515)	(40,112)	403

The adoption of ASC 606 had no impact on cash provided by or used in operating, investing, and financing activities in the Company's consolidated statement of cash flows.

u. Recently issued accounting pronouncements, not yet adopted:

1. In February 2016, the FASB issued ASU 2016-02 (Topic 842), "Leases" related to how an entity should recognize lease assets and lease liabilities. Topic 842 supersedes the lease requirements in Accounting Standards Codification (ASC) Topic 840, "Leases". Under Topic 842, The guidance specifies that an entity that is a lessee under lease agreements should recognize lease assets and lease liabilities on the balance sheet for most leases. Accounting for leases by lessors is largely unchanged under the new guidance. In September 2017, FASB issued additional amendments providing clarification and implementation guidance. In January 2018, the FASB issued an update that permits an entity to elect an optional transition practical expedient to not evaluate land easements that existed or expired before the entity's adoption of the new standard and that were not previously accounted for as leases.

The provisions of ASU 2016-02 are to be applied using a modified retrospective approach. In July 2018, the FASB issued an update, which provides entities with an additional (and optional) transition method to adopt the new leases standard. Under this method, an entity initially applies the new leases standard at the adoption date and recognizes a cumulative effect adjustment to the opening balance of retained earnings in the period of adoption. Consequently, the prior comparative period's financials will remain the same as those previously presented.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

In June 2020, the FASB issued ASU 2020-05, "Revenue with contracts with customers and leases" which defer the effective date of the adoption in one year for non-public entities that have not yet issued their financial statements (i.e. annual reporting periods beginning after December 15, 2021, including interim reporting periods beginning after December 15, 2022).

The new standard becomes effective for the Company for the annual period beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. The provisions of ASU 2016-02 are to be applied using a modified retrospective approach.

The Company is currently evaluating the impact of adopting this new guidance on its financial statements.

2. In June 2016, the FASB issued ASU No. 2016-13 (Topic 326), "Financial Instruments—Credit Losses: Measurement of Credit Losses on Financial Instruments", which replaces the existing incurred loss impairment model with an expected credit loss model and requires a financial asset measured at amortized cost to be presented at the net amount expected to be collected. The guidance will be effective for the Company beginning January 1, 2023, and interim periods therein. Early adoption is permitted. The Company is currently evaluating the effect that ASU 2016-13 will have on its consolidated financial statements and related disclosures.

NOTE 3:- ACCOUNTS RECEIVABLE

A summary of accounts receivable, net, as of December 31, 2019 and 2020 is as follows (in thousands):

	Year Ended December 31,	
	2019	2018
Accounts receivable	\$ 7,216	\$ 3,893
Allowance for doubtful accounts	(55)	-
Total accounts receivable, net	\$ 7,161	\$ 3,893

Changes in the allowance for doubtful accounts were as follows (in thousands):

	Year Ended December 31,	
	2019	2018
Allowance for doubtful accounts at the beginning of the year	\$ -	\$ (*)
Provisions	(55)	(*)
Write-offs, net of recoveries	-	(*)
Allowance for doubtful accounts at the end of the year	\$ (55)	\$ (*)

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

NOTE 4:- PREPAID EXPENSES AND OTHER CURRENT ASSETS

A summary of prepaid expenses and other current assets, as of December 31, 2019 and 2020 were as follows (in thousands):

	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Prepaid expenses and others	\$ 487	\$ 759
Government institutions	12	12
	<u>\$ 499</u>	<u>\$ 771</u>

NOTE 5:- FAIR VALUE MEASUREMENTS

The following tables present the Company's fair value hierarchy for its financial assets and liabilities that are measured at fair value on a recurring basis:

	<u>Fair Value Measurements at</u>			
	<u>December 31, 2018 Using:</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Financial Liabilities				
Warrants to purchase convertible preferred stock	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 37</u>	<u>\$ 37</u>

	<u>Fair Value Measurements at</u>			
	<u>December 31, 2019 Using:</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Financial Liabilities				
Warrants to purchase convertible preferred stock	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 111</u>	<u>\$ 111</u>

During the year ended December 31, 2019 and 2018, there were no transfers between Level 1, Level 2 or Level 3.

Warrants to purchase convertible Preferred stock:

The warrants to purchase convertible preferred stock in the table above consisted of the fair value of warrants to purchase convertible preferred stock (Note 9) and was based on significant inputs not observable in the market, which represent a Level 3 measurement within the fair value hierarchy.

The table below summarizes the significant inputs used to fair value the warrants to purchase convertible preferred stock:

	<u>Year Ended</u>	
	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Fair value of convertible preferred stock	\$ 1.30	\$ 1.16
Risk-free interest rate	2.6%	2.1%
Expected volatility	59.7%	60.7%
Expected dividend yield	0%	0%
Remaining contractual term (in years)	8	9

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

NOTE 6:- PROPERTY AND EQUIPMENT

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

	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Computers, software and electronic equipment	\$ 222	\$ 159
Office furniture and equipment	35	29
Leasehold improvements	302	289
	<u>559</u>	<u>477</u>
Less: Accumulated amortization and depreciation	449	383
	<u>\$ 110</u>	<u>\$ 94</u>

Depreciation and amortization expense were \$72 and \$81 for the years ended December 31, 2019 and 2018, respectively.

NOTE 7:- ACCRUED PAYROLL AND RELATED BENEFITS

Accrued expenses and related benefits consisted of the following (in thousands):

	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Bonus provision	\$ 639	\$ 474
Employees and payroll accruals	72	184
Accrued vacation	144	104
	<u>\$ 855</u>	<u>\$ 762</u>

NOTE 8:- CONVERTIBLE PREFERRED STOCK

The Company has issued Series A convertible preferred stock (the "Series A Preferred Stock"), Series B convertible preferred stock (the "Series B Preferred Stock"), Series C convertible preferred stock (the "Series C Preferred Stock") and Series C-1 convertible preferred stock (the "Series C-1 Preferred Stock") The Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series C-1 Preferred Stock, are collectively referred to as the "Preferred Stock".

Since inception, the Company has been funded through several private placements of preferred stock. The Company's Article of Incorporation authorize the issuance of 46,307,481 of Preferred Stock with a par value of NIS 0.001.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

As of December 31, 2019 and 2018, the Company's Preferred Stock consisted of the following:

	December 31, 2019 and 2018			
	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference
	(In Thousands, Except Share Data)			
Series A Preferred Stock	14,538,281	14,538,281	\$ 8,969	\$ 8,969
Series B Preferred Stock	11,152,001	11,152,001	10,000	10,000
Series C Preferred Stock	19,082,508	16,834,013	17,687	17,687
Series C-1 Preferred Stock	1,534,691	1,534,691	1,612	1,612
Total Preferred Stock	<u>46,307,481</u>	<u>44,058,986</u>	<u>\$ 38,268</u>	<u>\$ 38,268</u>

Preferred stock shall confer upon the holders thereof all of the rights accruing to holders of common shares, on an as-converted basis, and, in addition, shall confer the following powers, preferences and rights and any other special rights as detailed below:

Dividend Rights

Preferred shareholders are entitled to receive, when declared by the board, out of any funds and assets of the corporation legally available therefore, noncumulative dividends at the annual dividend rate for such series of Preferred Stock, prior and in preference to the payment of any dividends on the common stock. Dividends on the Preferred Stock shall not be mandatory or cumulative.

After dividend in the full preferential amounts for the Preferred Stock have been paid or declared, additional dividends shall be declared pro rata on the Common Stock and the Preferred Stock.

Voting Rights

Each holder of Preferred Stock are entitled to the number of votes equal to the number of whole shares of Common Stock into which such shares of Preferred Stock could be converted.

Liquidation preference

In the event of any liquidation, dissolution or winding up the corporation, the funds and assets that may be legally distributed to the corporation stockholders shall be distributed to stockholder in the following manner:

The holders of each share of Preferred Stock shall be entitled to be paid, out of the available funds and assets, and prior to any payment or distribution of any available funds and assets on any shares of common stock, an amount per share equal to the original issue price of such series plus all declared but unpaid dividends on such of series of Preferred Stock.

If the funds available in a liquidation event to preferred and common stockholders ("Distributable Proceeds") are insufficient to permit the payment to holders of the Preferred Stock of their full preferential amount, then the entire available funds and assets are distributed among the holders of the then outstanding Preferred Stock pro rata according to the number of outstanding shares of Preferred Stock held by each holder thereof. Following payment of the Preferred Stock in full, the remaining

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

Distributable Proceeds, if any, shall be distributed among the holders of common shares on a pro rata according to the number of shares of common stock held by each holder thereof.

Redemption

Series A, B, C and C-1 Preferred Stock are not redeemable at the option of the holder thereof.

Classification of Convertible Preferred Stock

The Preferred Stock is contingently redeemable upon certain deemed liquidation events outside of the Company's control such as a dissolution, winding up of the Company, merger or consolidation, or other disposition of all or substantially all the assets of the Company.

Accordingly, all shares of convertible Preferred Stock have been presented outside of permanent equity in mezzanine equity on the consolidated balance sheets.

The Company recorded the convertible preferred stock at fair value on the dates of issuance, net of issuance costs. Shares of convertible preferred stock are not currently redeemable. The Company's carrying values of the convertible preferred stock is equal to the deemed liquidation values of such shares. Subsequent adjustments to increase or decrease the carrying values to the ultimate liquidation values will be made only if, and when, it becomes probable that such a liquidation event will occur.

The Company will evaluate the redemption contingency at each reporting period, reclassifying the instrument to a liability when the contingency is resolved and the convertible preferred stock becomes mandatorily redeemable.

NOTE 9:- WARRANTS TO PURCHASE CONVERTIBLE PREFERRED STOCK

The Company accounts for freestanding warrants to purchase shares of its preferred stock as a liability at fair value. The warrants to purchase preferred stock are recorded as a liability because of the obligation to issue a variable number of shares where the monetary value is predominantly fixed. The value of the warrant was calculated based on the value of the warrant at issuance and at reporting periods using the Black-Scholes model.

On January 29, 2018 The Company entered into a loan and security agreement with a financial institution (see also Note 12). On the date of the loan and security agreement the Company issued warrants to the financial institution to purchase shares at the amount of \$ 100 at an exercise price per share that will be determined as the lower of: (i) \$ 1.0507 and (ii) the price per share at which the Company sells and issues shares of Preferred Stock to investors in the Company's next preferred stock financing following the issue date of these warrants.

On April 10, 2019, the Company entered into an amendment agreement to the loan and security agreement, which deferred the principal repayment date to February 2020. To facilitate the closing of this amendment, the Company issued 95,174 additional Series C Preferred Stock Warrants.

On December 20, 2019, The Company granted a warrant to purchase 260,835 shares of Series C Preferred Stock ("Warrant Shares") for a purchase price of \$1.05 per share to one of its customers. Fifty percent of the Warrant Shares shall become purchasable upon the date the revenue received by

SIMPLICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

the Company from the holder, on a trailing twelve-month basis first equals or exceeds \$3,000. Fifty percent of the Warrant Shares shall become purchasable upon the date that the annual revenue first equals or exceeds \$5,000, or if there is a change in ownership of the Company. On February 13, 2020, Flywire Corporation acquired all of the stock of the Company. At December 31, 2019, the Company estimated that it was probable there would be a change in control of the Company and accelerated the vesting of the warrants issued.

The fair value of warrants on the issuance date and subsequent reporting dates was determined using the Option Pricing Method. In determining the fair value of the warrants, management considered among other factors the valuation of invested capital (both preferred and common capital stock) from its 409A valuation as of December 31, 2017 to make the calculation. As of December 31, 2019, the liability associated with these warrants measured at fair value was \$111.

Series of Preferred Stock	Issuance Date	Number of Preferred Shares Issuable Under Warrant	Number of Preferred Shares Vested Under Warrant	Weight Average Exercise Price	Remaining Contractual Term (In Years)	Fair Value of Warrants (In Thousands)
Series C	January 23, 2018	95,174	95,174	\$ 1.05	8.06	\$ 33
Series C	April 8, 2019	95,174	95,174	1.05	9.27	33
Series C*)	December 20, 2020	260,835	130,418	1.05	9.97	45
		<u>451,183</u>	<u>320,765</u>	<u>\$ 1.05</u>	<u>9.20</u>	<u>\$ 111</u>

*) Warrants issued to a customer were to vest upon the earlier of achieving certain revenue targets or a change in control. The Company accelerated the vesting of 50% of the issued warrants based on the probable change in control.

The following table provides a roll forward of the aggregate fair value of the Company's preferred stock warrants (in thousands):

	Year Ended December 31,	
	2019	2018
Balance at beginning of period	\$ 37	\$ -
Issuance of warrants to purchase Convertible Preferred Stock	80	47
Changes in fair value	(6)	(10)
Balance at end of period	<u>\$ 111</u>	<u>\$ 37</u>

NOTE 10:- COMMON STOCK

a. Composition of Common Stock:

	Authorized December 31,		Issued and Outstanding December 31,	
	2019	2018	2019	2018
Shares of NIS 0.001, par value:				
Common Stocks	<u>70,500,000</u>	<u>70,500,000</u>	<u>11,241,043</u>	<u>11,203,077</u>

SIMPLICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

Each share of common stock entitles the holders the right to receive notice to participate and vote in general meetings of the Company, and the right to receive dividends, if declared and to participate in the distribution of the surplus assets of the Company upon liquidation of the Company, after the distribution of the preferred shares liquidation preference.

NOTE 11:- STOCK-BASED COMPENSATION

a. Stock option plan:

On April 26, 2011, the Board of Directors of the Company adopted a share option plan (the "2011 Plan").

The 2011 Plan provides for the grant of options to directors, employees, officers and consultants of the Company. As of December 31, 2019, a total of 10,722,002 shares of common stock were reserved for issuance pursuant to stock awards under the 2011 Plan.

Each option granted under the Plan expires no later than 10 years from the vesting commencement date. The options generally vest over four years. Any options that are canceled or forfeited before expiration become available for future grants. Each option entitles the holder to purchase one share of Common stock of the Company.

As of December 31, 2019, a total of 237,001 options to purchase the Company's common stock remained available for future grant.

The following is a summary of option activity under the Plan for the year ended December 31, 2019:

	<u>Number of Options</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Life (In Years)</u>	<u>Aggregate Intrinsic Value (In Thousands)</u>
Options outstanding at the beginning of the year	9,719,909	\$ 0.62	7.92	
Changes during the year:				
Granted	1,270,000	0.80		
Exercised	(42,966)	0.65		
Cancelled and forfeited	(1,222,985)	0.70		
Outstanding at the end of the year	<u>9,723,958</u>	<u>\$ 0.63</u>	<u>7.27</u>	<u>\$ 2,627</u>
Options exercisable at the end of the year	<u>5,917,001</u>	<u>\$ 0.59</u>	<u>6.39</u>	<u>\$ 1,598</u>
Vested or expected to vest at December 31, 2019	<u>9,728,458</u>	<u>\$ 0.64</u>	<u>7.27</u>	<u>\$ 2,627</u>

The aggregate intrinsic value was calculated as the difference between exercise price of the underlying awards and the calculated price of the Company's common stock at December 31, 2019. The aggregate intrinsic value of stock options exercised during the years ended December 31, 2018 and 2019 was \$35 and \$7, respectively.

The Company received cash proceeds from the exercise of common stock options of \$82 and \$28 during the years ended December 31, 2018 and 2019, respectively.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

The weighted average grant-date fair value of stock options granted during the years ended December 31, 2018 and 2019 was \$0.68 per share and \$0.80 per share, respectively.

The fair value of each option award is estimated on the date of grant using the Black-Scholes option-pricing model that uses the assumptions noted in the table below.

The Company has granted options to purchase ordinary shares to non-employee consultants as of December 31, 2019 as follows:

<u>Issuance Date</u>	<u>Options for Shares (Number)</u>	<u>Options Cancelled and Forfeited During 2019 (Number)</u>	<u>Options Outstanding as of December 31, 2019 (Number)</u>	<u>Exercise Price</u>	<u>Options Exercisable (Number)</u>	<u>Exercisable Through</u>
August 27, 2018	20,000	-	20,000	\$ 0.68	20,000	8/27/2028
	20,000	-	20,000	\$ 0.68	20,000	

Total stock-based compensation expenses resulting from stock options included in the statement of operations for the years ended December 31, 2019 and 2018 were \$1,347 and \$745, respectively.

As of December 31, 2019 there was \$1,437 of total unrecognized compensation expense related to unvested stock options which is expected to be recognized over a weighted-average period of 2.3 years.

The following table summarizes the stock-based compensation expense for stock options granted to employees that was recorded in the Company's consolidated statements of operations (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2018</u>
Cost of revenue	\$ 60	\$ 27
Research and development	661	368
Sales and marketing	218	101
General and administrative	408	249
Total stock-based compensation expense	<u>\$ 1,347</u>	<u>\$ 745</u>

NOTE 12:- TERM LOAN

The components of the Company's outstanding debt consisted of the following (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2018</u>
Term Loan	\$ 5,000	\$ 5,000
Less unamortized debt discount	(20)	(22)
Less current portion	(2,200)	(1,820)
Long term debt, net	<u>\$ 2,780</u>	<u>\$ 3,158</u>

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

Loan and Security Agreement

On January 29, 2018 The Company entered into a loan and security agreement under which the Company borrowed \$5,000 from a financial institution with interest at a rate of prime plus 3% (7.5%). The loan is for a period of 42 months and bears interest of one percent above the prime rate, which is to be paid monthly. The principal of the loan is to be paid in 30 monthly payments, beginning in February 10, 2019.

On the date of the loan and security agreement the Company issued warrants to the financial institution to purchase shares at the amount of \$ 100 at an exercise price per share that will be determined as the lower of: (i) \$ 1.0507 and (ii) the price per share at which the Company sells and issues shares of Preferred Stock to investors in the Company's next preferred stock financing following the issue date of these warrants.

On April 10, 2019, the Company entered into an amendment agreement to the loan and security agreement, which deferred the principal repayment date. As part of the amendment, the Company issued additional warrants to the financial institution in the same terms and conditions as the warrants issued before. The amendment extended the interest only period to continue through January 2020. The interest rate remained unchanged at prime plus 3% (rate at December 31, 2019 of 7.75%).

The company accounted for this amendment as a debt modification.

Future Principal Payments

As of December 31, 2019, the aggregate minimum future principal payments due in connection with the Company's Term Loan in the next five years were as follows (in thousands):

2020	\$ 2,200
2021	2,400
2022	400
2023	-
2024	-
Total	<u>\$ 5,000</u>

In 2018, the Company recorded interest expense of \$211. In 2019, the Company recorded interest expense of \$325.

In February 2020, Simplificare was acquired by Flywire Corporation. Proceeds from the sale were used to pay off the outstanding debt.

NOTE 13:- COMMITMENTS AND CONTINGENT LIABILITIES

a. Lease commitments:

The Company and its subsidiary rent their facilities under various operating lease agreements, which as of December 31, 2019 expire on various dates, the latest of which is in 2020. The lease agreement includes an option to continue the lease for additional two years.

SIMPLICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

The minimum rental payments under non-cancelable operating leases are as follows:

<u>Year Ended December 31,</u>	
2020	<u>328</u>
	<u>328</u>

Rent expense for the years ended December 31, 2018 and 2019, was \$364 and \$439, respectively.

b. Guarantee

As of December 31, 2019, contingent liabilities exist regarding guarantee in the amount of \$8 in respect of office rent lease agreement.

NOTE 14:- TAXES ON INCOME

Tax laws applicable to the Company:

a. US tax rates:

The company files income tax return in the U.S. federal jurisdiction and various state and local jurisdiction, the principal tax rate applicable to the Company is 21%.

b. Israeli tax rates:

The company subsidiary is taxed at rates lower than the US rates. Tax benefits under Israel's Law for the Encouragement of Industry (Taxes), 1969:

The Company is an "Industrial Company," as defined by the Law for the Encouragement of Industry (Taxes), 1969 ("The Law"), The Company chose to be taxed according to the

"Preferred Enterprise" track, and as such, the Company is entitled to certain tax benefits, the tax rate on preferred income form a preferred enterprise is 16%. Any dividends distributed to individuals or foreign residents from the preferred enterprise's earnings as above will be subject to tax at a rate of 20%.

c. The following table presents the components of loss before provision for income taxes (in thousands):

	<u>Year Ended</u> <u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
United States	\$ (2,157)	\$ (5,391)
Foreign	417	449
	<u>\$ (1,740)</u>	<u>\$ (4,942)</u>

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

d. The following table summarizes the components of the Company's provision for income taxes (in thousands):

	Year Ended December 31,	
	2019	2018
Current		
United States:		
Federal	\$ -	\$ -
State	70	7
Foreign	153	108
Total current provision for income taxes	<u>223</u>	<u>125</u>
Prior		
United States:		
Federal	-	-
State	-	-
Foreign	296	-
Total provision for prior tax increase	<u>296</u>	<u>-</u>
Deferred		
United States:		
Federal	-	-
State	(70)	(10)
Foreign	-	-
Total deferred income tax provision (benefit)	<u>(70)</u>	<u>(10)</u>
Total income tax provision	<u>\$ 449</u>	<u>\$ 115</u>

e. A reconciliation of the U.S. federal statutory income tax rate to the Company's effective income tax rate is as follows:

	Year Ended December 31,	
	2019	2018
Federal statutory income tax rate	21%	21%
Permanent differences	(6.1)	(1.3)
Equity-based compensation	(10.2)	(2.6)
Increase in taxes from prior years	(17.0)	-
Change in valuation allowance	(9.4)	(17.8)
Other	(2.8)	(1.6)
Effective income tax rate	<u>(24.5%)</u>	<u>(2.3%)</u>

The significant reconciling items between the reported amounts of income tax expense and the amount of income tax expense that would result from applying the U.S. statutory tax rate include state income taxes, non-deductible equity based compensation, increase in taxes from prior years and a change in valuation allowance maintained against the Company's net deferred tax assets. During the year ended December 31, 2019 the Company recorded an income tax expense of \$449.

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

- f. The Company's significant deferred tax assets and liabilities consisted of the following components as of December 31, 2019 and 2018 (in thousands):

	Year Ended December 31,	
	2019	2018
Deferred tax assets:		
Net operating loss carryforwards	\$ 7,491	\$ 7,281
Property and equipment	40	62
Stock based compensation	21	7
Deferred revenue	1	39
	<u>24</u>	<u>18</u>
Allowance and other reserves		
	7,577	7,407
Total deferred tax assets		
Deferred tax asset valuation allowance	<u>(7,577)</u>	<u>(7,407)</u>
	<u>\$ -</u>	<u>\$ -</u>

In assessing the realizability of its deferred tax assets, the Company considered whether it was more likely than not that some portion or all of the deferred tax assets would not be realized. The realization of deferred tax assets depends upon the generation of future taxable income prior to the expiration of the net operating loss carryforward. The Company has evaluated the positive and negative evidence bearing upon the realizability and determined that it is more likely than not that the Company will not realize the benefits of the deferred tax assets, and as a result, a full valuation allowance has been established against the deferred tax assets as of December 31, 2019 and 2018.

During the years ended December 31, 2019 the Company recorded an increase in the valuation allowance of \$170. During the year ended December 31, 2018, the Company recorded an increase in the valuation allowance of \$893. Changes in the valuation allowance for deferred tax assets related primarily to the increase in net operating loss carryforwards. Changes in the valuation allowance are summarized as follows (in thousands):

	Year Ended December 31,	
	2019	2018
Valuation allowance at beginning of year	\$ (7,407)	\$ (6,514)
Change recorded to income tax (provision) benefit	(170)	(893)
Valuation allowance at end of year	<u>\$ (7,577)</u>	<u>\$ (7,407)</u>

The Company permanently reinvests the earnings, if any, of its foreign subsidiaries and, therefore, does not provide for U.S. income taxes that could result from the distribution of those earnings to the Company. As of December 31, 2020, the amount of unrecognized deferred U.S. taxes on these earnings would be de minimis.

As of December 31, 2019 and 2018, the Company had not recorded any amounts for unrecognized tax benefits and it had not accrued interest or penalties related to uncertain tax positions. The Company files income tax returns as prescribed by the tax laws of the jurisdictions in which it operates. In the normal course of business, the Company is subject to examination by

SIMPLIFICARE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
U.S. dollars in thousands

federal and state jurisdictions, where applicable. The Company is open to future tax examination from 2016 to the present; however, carryforward attributes that were generated prior to 2016 may still be adjusted upon examination by federal, state or local tax authorities to the extent they will be used in a future period. The Company is generally open to future foreign tax examinations for tax years beginning after December 31, 2015.

The Company has provided a full valuation allowance in respect of its deferred tax assets resulting from tax loss carry-forwards and other reserves and allowances due to its history of losses and uncertainty concerning realization of these deferred tax assets.

g. Tax assessments:

The Company has not had a final tax assessment since its inception.

The Subsidiary has final tax assessments in accordance with Section 145 to the Income Tax Ordinance through tax year 2018.

h. Net operating losses carryforward:

As of December 31, 2019, the Company had cumulative net operating losses ("NOL") for US federal and state income tax return purposes of approximately \$35,673. The Company provided a full valuation allowance in relation to those carry forward tax losses due to the uncertainty of their utilization in the foreseeable future, and expire at various dates beginning in 2031 and 2029, respectively.

NOTE 15:-SUBSEQUENT EVENTS (Unaudited)

- a. On February 13, 2020, all of the outstanding shares of Simplificare were acquired by Flywire Healthcare Corporation ("Flywire") for cash consideration of \$78,991. The holders of the Company's stock could receive up to \$20,000 in additional payments contingent on achieving revenue, customer retention, employee retention and technical integration milestones. All outstanding shares of preferred stock were converted to common stock. Additionally, warrants and vested options were exercised for common stock. All outstanding debt was paid off at the acquisition date with proceeds from the acquisition. The Company will continue to operate as a 100% wholly owned subsidiary of Flywire.
- b. In August 2020, the Company finalized a tax assessment agreement with Israeli tax authorities for the years 2015-2018. As a result of the tax assessment, the Company paid \$296 for amounts previously not included in transfer pricing that impacted statutory revenue in Israel that is eliminated in consolidation. The Company had determined that payment of taxes was probable and recorded an accrual as of December 31, 2019.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENT

On February 13, 2020, Flywire Corporation acquired all of the outstanding shares of Simplee, for total consideration valued at \$86.5 million, net of cash acquired. Simplee was a leading healthcare technology platform designed to optimize the digital payments and patient engagement experience in the healthcare industry.

The acquisition of Simplee was accounted for as a business combination in accordance with Accounting Standards Codification Topic 805, Business Combinations (ASC 805). Our management used its best estimates and assumptions to assign fair values to the tangible and identifiable intangible assets acquired and liabilities assumed and related income tax impacts as of the acquisition date. Goodwill as of the acquisition date was measured as the excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired.

The estimated purchase price consideration, as calculated and described in Note 2 to the unaudited pro forma condensed combined statement of operations, has been allocated to the tangible and intangible assets acquired and liabilities assumed based on their respective estimated fair values. The Company has made significant assumptions and estimates in determining the estimated purchase price consideration and the allocation of the estimated purchase price in the unaudited pro forma condensed combined statement of operations.

The unaudited pro forma condensed combined financial statement of operations was prepared in accordance with Article 11 of SEC Regulation S-X, as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("Management's Adjustments"). We have elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial information. The adjustments presented in the unaudited pro forma condensed combined financial statement of operations have been identified and presented to provide relevant information necessary for an understanding of the combined company upon consummation of the business combination.

The following unaudited pro forma condensed combined statement of operations is based upon our historical consolidated statement of operations and statement of operations of Simplee after giving effect to the acquisition, and after applying the assumptions, reclassifications and adjustments described in the accompanying notes. The acquisition of Simplee has already been reflected in our historical audited consolidated balance sheet as of December 31, 2020. Therefore, no unaudited pro forma condensed combined balance sheet as of December 31, 2020 has been presented herein.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 is presented as if the acquisition had occurred on January 1, 2020. The unaudited pro forma condensed combined statement of operations should be read in conjunction with the accompanying notes thereto. In addition, the unaudited pro forma condensed combined statement of operations was based on and should be read in conjunction with the:

- separate audited historical consolidated financial statements and accompanying notes of Flywire Corporation as of and for the year ended December 31, 2020 included elsewhere in this prospectus;
- separate audited historical financial statements and accompanying notes of Simplee as of and for the years ended December 31, 2019 and 2018 included elsewhere in this prospectus.

[Table of Contents](#)

The unaudited pro forma condensed combined statement of operations has been presented for informational purposes only. The pro forma information is not necessarily indicative of what the combined company's results of operations actually would have been had the acquisition been completed as of the dates indicated or that may be achieved in the future.

In addition, the unaudited pro forma condensed combined statement of operations does not purport to project the future operating results of the combined company. The actual results reported by the combined company in periods following the acquisition may differ significantly from those reflected in these unaudited pro forma condensed combined statement of operations. There were no intercompany transactions between Flywire and Simplee for the period presented in the unaudited pro forma condensed combined statement of operations.

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020
(in thousands, except share and per share amounts)**

	Historical		Reclassification Adjustments	Notes	Transaction Accounting Adjustments	Notes	Pro Forma Combined
	Flywire	Simplee Period from January 1, 2020 to February 13, 2020					
Revenue	\$ 131,783	\$ 4,627	-		(141)	(b)	\$ 136,269
Costs and operating expenses:							
Cost of revenue	-	2,462	(2,462)	(a)			-
Payment processing services costs	47,805	-	2,103	(a)			49,908
Technology and development	24,501	-	1,247	(a)	199	(c)	26,234
			-		287	(d)	
Research and development	-	888	(888)	(a)			-
Selling and marketing	32,612	622	-		255	(c)	33,578
			-		89	(d)	
General and administrative	42,680	3,342	-		23	(d)	46,045
Total costs and operating expenses	<u>147,598</u>	<u>4,852</u>	<u>2,462</u>		<u>853</u>		<u>155,765</u>
Loss from operations	<u>(15,815)</u>	<u>(2,687)</u>	<u>-</u>		<u>(994)</u>		<u>(19,496)</u>
Other income (expense):							
Interest expense	(2,533)	(54)	-		54	(e)	(2,533)
Change in fair value of preferred stock warrant liability	(625)	-	-		-		(625)
Other income (expense), net	697	(9)	-		-		688
Total other expenses, net	<u>(2,461)</u>	<u>(63)</u>	<u>-</u>		<u>54</u>		<u>(2,470)</u>
Loss before provision for income taxes	(18,276)	(2,750)	-		(940)		(21,966)
Provision for (benefit from) income taxes	(7,169)	16	-		-		(7,153)
Net loss	(11,107)	<u>\$ (2,766)</u>	<u>\$ -</u>		<u>\$ (940)</u>		(14,813)
Accretion of preferred stock to redemption value	(14)						(14)
Net loss attributable to common stockholders - basic and diluted	<u>\$ (11,121)</u>						<u>\$ (14,827)</u>
Net loss per share attributable to common stockholders - basic and diluted	<u>\$ (1.81)</u>						<u>\$ (2.42)</u>
Weighted average common shares outstanding - basic and diluted	<u>6,129,966</u>						<u>6,129,966</u>

See accompanying notes to the unaudited pro forma condensed combined financial information.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**Note 1. Basis of Presentation**

The unaudited pro forma condensed combined financial information has been derived from the historical consolidated financial statements of Flywire and Simplee. Certain of Simplee's historical amounts have been reclassified to conform to Flywire's financial statement presentation. The unaudited pro forma condensed combined statement of operations for year ended December 31, 2020 gives effect to the business combination if it occurred on January 1, 2020.

The unaudited pro forma condensed combined statement of operations reflects pro forma adjustments that are described in these notes and are based on available information and certain assumptions that Flywire believes are reasonable, however, actual results may differ from those reflected in this statement. In Flywire's opinion, all adjustments that are necessary to present fairly the pro forma information have been made. The unaudited pro forma condensed combined statement of operations does not purport to represent what the Company's results of operations would have been if the transaction had actually occurred on January 1, 2020, nor are they indicative of Flywire's future results of operations. The unaudited pro forma condensed combined statement of operations should be read in conjunction with the historical consolidated financial statements and related notes of Flywire and Simplee for the year ended December 31, 2020.

The unaudited pro forma condensed combined statement of operations includes adjustments to conform Simplee's presentation to Flywire's presentation, which primarily consisted of reclassification of expenses on the face of the consolidated statement of operations. The unaudited pro forma condensed combined statement of operations does not assume any differences in accounting policies as we are not aware of any differences that would have a material impact on the unaudited pro forma condensed combined statement of operations.

Note 2. Purchase Consideration and Purchase Price Allocation

On February 13, 2020, Flywire completed its acquisition of Simplee, a provider of healthcare payment and collections software. The acquisition of Simplee has been accounted for as a business combination.

Flywire acquired all outstanding equity of Simplee for estimated total purchase consideration of \$86.5 million, net of cash acquired, which consists of (in thousands):

Cash consideration, net of cash acquired	\$79,401
Estimated fair value of contingent consideration	7,100
Total purchase consideration, net of cash acquired	<u>\$86,501</u>

Contingent consideration represents additional payments that the Company may be required to make in the future, which totals up to \$20.0 million depending on the Company reaching certain revenue and integration targets established for the years ended December 31, 2020 and 2021, as well as retaining key customers. A portion of the contingent consideration is also tied to continuing employment of certain key employees; accordingly, \$2.1 million has been excluded from the purchase price allocation. The fair value of contingent consideration of \$7.1 million was determined based on the probability-weighted likelihood of achieving future targets.

[Table of Contents](#)

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

Cash	\$ 2,190
Accounts receivable	8,555
Prepaid expenses and other current assets	1,578
Property and equipment, net	107
Deferred tax assets	6,587
Goodwill	31,696
Identifiable intangible assets	58,800
Total assets acquired	109,513
Deferred tax liability	15,092
Accounts payable	2,267
Accrued expenses and other liabilities	3,463
Total liabilities assumed	20,822
Net assets acquired	88,691
Less: cash acquired	(2,190)
Net assets, less cash acquired	<u>\$ 86,501</u>

Note 3. Pro Forma Adjustments

The following adjustments have been made to the accompanying unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020:

- (a) The following reclassifications and eliminations were made as a result of the business combination to conform to Flywire's presentation:
 - Reflects reclassification of approximately \$2.5 million from cost of revenue to payment processing services costs;
 - Reflects the reclassification of \$0.1 million of hosting expenses from payment processing services costs to technology and development;
 - Reflects allocation of implementation costs of approximately \$0.2 million from payment processing services costs to technology and development;
- (b) Reflects a reduction in Simplee's revenue of approximately \$0.1 million as a result of the write down of acquired deferred revenue on the acquisition date.
- (c) Reflects amortization of intangible assets for the period from January 1, 2020 to February 13, 2020.
- (d) Reflects aggregate incremental compensation expense for the period from January 1, 2020 to February 13, 2020 of approximately \$0.4 million, comprised of \$0.2 million for Simplee employee retention costs and \$0.2 million for service-based earn-out payments.
- (e) Reflects the elimination of Simplee's interest expense related to debt that was repaid in connection with the business combination.

Items Not Included in the Unaudited Pro Forma Condensed Combined Financial Statement

The unaudited pro forma condensed combined statement of operations does not include an adjustment to income taxes, because the tax benefit resulting from the business combination is already reflected in Flywire's historical financial statements for the year ended December 31, 2020.

flywire



Shares



Common Stock

PROSPECTUS

Goldman Sachs & Co. LLC

J.P. Morgan

Citigroup

BofA Securities

Prospectus dated _____, 2021

PART II**INFORMATION NOT REQUIRED IN PROSPECTUS****ITEM 13. Other Expenses of Issuance and Distribution.**

The following table sets forth all costs and expenses to be paid by us, other than underwriting discounts and commissions, in connection with the sale of the common stock being registered hereby. All amounts shown are estimates except for the Securities Exchange Commission (SEC) registration fee, the Financial Industry Regulatory Authority (FINRA) filing fee, and The Nasdaq Global Market listing fee:

	Amount Paid or to be Paid
SEC registration fee	\$ 10,910
FINRA filing fee	*
The Nasdaq Global Market listing fee	25,000
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous expenses	*
Total	*
	\$

* To be completed by amendment.

ITEM 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (DGCL), authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the DGCL are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act of 1933, as amended (the Securities Act).

As permitted by the DGCL, the Registrant's restated certificate of incorporation to be effective upon the completion of this offering contains provisions that eliminate the personal liability of its directors for monetary damages for any breach of fiduciary duties as a director, except liability for the following:

- any breach of the director's duty of loyalty to the Registrant or its stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- under Section 174 of the DGCL (regarding unlawful dividends and stock purchases); or
- any transaction from which the director derived an improper personal benefit.

As permitted by the DGCL, the Registrant's restated bylaws to be effective upon the completion of this offering, provide that:

- the Registrant is required to indemnify its directors and executive officers to the fullest extent permitted by the DGCL, subject to very limited exceptions;
- the Registrant may indemnify its other employees and agents as set forth in the DGCL;
- the Registrant is required to advance expenses, as incurred, to its directors and executive officers in connection with a legal proceeding to the fullest extent permitted by the DGCL, subject to very limited exceptions; and
- the rights conferred in the restated bylaws are not exclusive.

Prior to completion of this offering, the Registrant has entered into indemnification agreements with each of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's restated certificate of incorporation and restated bylaws, and to provide additional procedural protections. There is no pending litigation or proceeding involving a director or executive officer of the Registrant for which indemnification is sought. The indemnification provisions in the Registrant's restated certificate of incorporation, restated bylaws, and the indemnification agreements entered into or to be entered into between the Registrant and each of its directors and executive officers may be sufficiently broad to permit indemnification of the Registrant's directors and executive officers for liabilities arising under the Securities Act.

The Registrant currently carries liability insurance for its directors and officers.

Certain of the Registrant's directors are also indemnified by their employers with regard to service on the Registrant's board of directors.

In addition, the underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act, or otherwise.

ITEM 15. Recent Sales of Unregistered Securities.

Since May 3, 2018, the Registrant has issued and sold the following securities:

1. The Registrant granted stock options to employees, directors, and other service providers to purchase an aggregate of 3,682,232 shares of common stock under its 2018 Stock Incentive Plan (2018 Plan), with per share exercise prices ranging from \$9.83 to \$60.12, and has issued 196,712 shares of common stock upon exercise of stock options under its 2018 Plan.
2. The Registrant has issued 2,544,418 shares of common stock upon exercise of stock options under its 2009 Equity Incentive Plan.
3. In February 2021, the Registrant issued an aggregate of 857,312 shares of the Registrant's Series F preferred stock at a purchase price of approximately \$69.9862 per share for an aggregate purchase price of approximately \$60 million to 14 purchasers that each represented to the Registrant that it was an accredited investor.
4. In May 2020, the Registrant issued warrants to purchase up to an aggregate of 63,057 shares of common stock at an exercise price of \$11.84 per share.

Table of Contents

5. In February 2020, the Registrant issued an aggregate of 1,750,514 shares of the Registrant's Series E-1 preferred stock at a purchase price of approximately \$32.0287 per share for an aggregate purchase price of approximately \$56.1 million to 3 purchasers that each represented to the Registrant that it was an accredited investor.
6. In February 2020, the Registrant issued an aggregate of 1,996,126 shares of the Registrant's Series E-2 preferred stock at a purchase price of approximately \$32.0287 per share for an aggregate purchase price of approximately \$63.9 million to 2 purchasers that each represented to the Registrant that it was an accredited investor.
7. In December 2018, the Registrant issued warrants to purchase up to an aggregate of 25,000 shares of common stock at an exercise price of \$0.50 per share.
8. Between January 2018 and December 2018, the Registrant issued warrants to purchase up to an aggregate of 127,000 shares of Series C Preferred Stock at an exercise price of \$4.44 per share.
9. In July 2018, the Registrant issued an aggregate of 2,208,334 shares of the Registrant's Series D preferred stock at a purchase price of approximately \$22.6415 per share for an aggregate purchase price of approximately \$50.0 million to 1 purchaser that represented to the Registrant that it was an accredited investor.

Unless otherwise stated, the sales of the above securities were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act (or Regulation D or Regulation S promulgated thereunder), or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions.

ITEM 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1*	Form of Underwriting Agreement.
3.1	<u>Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect</u>
3.2	<u>Form of Restated Certificate of Incorporation, to be effective immediately prior to the completion of this offering.</u>
3.3	<u>Bylaws of the Registrant, as currently in effect.</u>
3.4	<u>Form of Restated Bylaws, to be effective immediately prior to the completion of this offering.</u>
4.2	<u>Amended and Restated Investors' Rights Agreement, dated February 23, 2021, by and among the Registrant and certain security holders of the Registrant, as amended.</u>
4.3*	Form of Warrant to Purchase Common Stock
4.4*	Form of Warrant to Purchase Series C Preferred Stock
5.1*	Opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP.

Table of Contents

<u>Exhibit Number</u>	<u>Description of Document</u>
10.1*	Form of Indemnification Agreement.
10.2*	2009 Equity Incentive Plan, as amended, and forms of equity agreements thereunder.
10.3*	2018 Stock Incentive Plan, as amended, and forms of equity agreements thereunder.
10.4	<u>2021 Equity Incentive Plan, to become effective on the day immediately before the date of this prospectus, and forms of equity agreements thereunder.</u>
10.5	<u>2021 Employee Stock Purchase Plan, to be effective on the effective date of this registration statement, and form of subscription agreement.</u>
10.6*	Loan and Security Agreement, by and between the Registrant and certain of its subsidiaries and Silicon Valley Bank, dated January 16, 2018, as amended by the Joinder and First Amendment to Loan Security Agreement, dated April 25, 2018; the Joinder and Second Amendment to Loan and Security Agreement, dated May 15, 2020; the Third Amendment to Loan and Security Agreement, dated June 2, 2020; and the Consent and Fourth Amendment to Loan and Security Agreement, dated December 9, 2020.
10.7	<u>Offer Letter, effective as of March 16, 2012, by and between the Registrant and Michael Massaro.</u>
10.8	<u>Offer Letter, effective as of October 14, 2019, by and between the Registrant and Rob Orgel.</u>
10.9	<u>Offer Letter, effective as of February 10, 2015, by and between the Registrant and Michael Ellis.</u>
10.10	<u>Offer Letter, effective as of January 29, 2015, by and between the Registrant and Peter Butterfield.</u>
10.11	<u>Offer Letter, effective as of January 11, 2018, by and between the Registrant and David King.</u>
10.12	<u>Offer Letter, effective as of November 15, 2010, by and between the Registrant and Sharon Butler.</u>
10.13	<u>Offer Letter, effective as of January 10, 2018, by and between the Registrant and John Talaga.</u>
10.14	<u>Office Lease, dated April 8, 2015, as amended by that certain First Amendment to Office Lease dated April 7, 2016 and that certain Second Amendment to Office Lease dated October 23, 2018, by and between the Registrant and NS 141 Tremont LLC.</u>
21.1*	List of Subsidiaries of the Registrant.
23.1	<u>Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.</u>
23.2*	Consent of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP (included in Exhibit 5.1).
23.3	<u>Consent of Kost Forer Gabbay & Kasierer, independent auditors.</u>
24.1	<u>Power of Attorney (included in the signature page to this Registration Statement on Form S-1).</u>

* To be filed by amendment.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

ITEM 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Boston, Massachusetts, on the 3rd day of May, 2021.

FLYWIRE CORPORATION

By: /s/ Michael Massaro
Michael Massaro
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Michael Massaro and Michael Ellis, and each of them, as his or her true and lawful attorneys-in-fact, proxies, and agents, each with full power of substitution, for him in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact, proxies, and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, proxies, and agents, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael Massaro</u> Michael Massaro	Chief Executive Officer and Director (Principal Executive Officer)	May 3, 2021
<u>/s/ Michael Ellis</u> Michael Ellis	Chief Financial Officer (Principal Financial and Accounting Officer)	May 3, 2021
<u>/s/ Phillip Riese</u> Phillip Riese	Chairman of the Board of Directors	May 3, 2021
<u>/s/ Jo Natauri</u> Jo Natauri	Director	May 3, 2021
<u>/s/ Alex Finkelstein</u> Alex Finkelstein	Director	May 3, 2021
<u>/s/ Matt Harris</u> Matt Harris	Director	May 3, 2021
<u>/s/ Edwin Santos</u> Edwin Santos	Director	May 3, 2021

**EIGHTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
FLYWIRE CORPORATION
(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)**

Flywire Corporation, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Flywire Corporation, and that this corporation was originally incorporated pursuant to the General Corporation Law on July 31, 2009 under the name peerTransfer Corporation.
2. An Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on June 29, 2011.
3. A Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on August 11, 2011.
4. A Third Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 22, 2013.
5. A Fourth Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 12, 2013.
6. A Fifth Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on January 7, 2015.
7. A Sixth Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on July 3, 2018.
8. A Seventh Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on February 12, 2020 (the “**Seventh Amended and Restated Certificate of Incorporation**”).
9. That the Board of Directors duly adopted resolutions proposing to amend and restate the Seventh Amended and Restated Certificate of Incorporation of this corporation in the form set forth in this Eighth Amended and Restated Certificate of Incorporation (as amended from time to time, the “**Certificate of Incorporation**”), declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the

appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Seventh Amended and Restated Certificate of Incorporation of this corporation be further amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Flywire Corporation (the “**Corporation**”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 51,523,465 shares of Common Stock, \$0.0001 par value per share (“**Common Stock**”), of which (A) 48,500,000 shares are designated as Class A Common Stock (the “**Class A Common Stock**”) and (B) 3,023,465 shares are designated as Class B Common Stock (the “**Class B Common Stock**”), and (ii) 27,227,529 shares of Preferred Stock, \$0.0001 par value per share (“**Preferred Stock**”) of which (A) 4,825,062 shares are designated as Series A Preferred Stock (the “**Series A Preferred Stock**”), (B) 3,305,829 shares are designated as Series B Preferred Stock (the “**Series B Preferred Stock**”), (C) 2,775,311 shares are designated as Series B1-NV Preferred Stock (the “**Series B1-NV Preferred Stock**”), (D) 2,775,311 shares are designated as Series B1 Preferred Stock (the “**Series B1 Preferred Stock**” and together with the Series B Preferred Stock and the Series B1-NV Preferred Stock, the “**Tier 1 Preferred Stock**”), (E) 5,081,951 shares are designated as Series C Preferred Stock (the “**Series C Preferred Stock**”), (F) 2,208,334 shares are designated as Series D Preferred Stock (the “**Series D Preferred Stock**”), (G) 2,374,954 shares are designated as Series E-1 Preferred Stock (the “**Series E-1 Preferred Stock**”), (H) 2,966,090 shares are designated as Series E-2 Preferred Stock (the “**Series E-2 Preferred Stock**” and together with the Series E-1 Preferred Stock, the “**Series E Preferred Stock**”), (I) 857,312 shares are designated as Series F-1 Preferred Stock (the “**Series F-1 Preferred Stock**”) and (J) 57,375 shares are designated as Series F-2 Preferred Stock (the “**Series F-2 Preferred Stock**” and, together with the Series F-1 Preferred Stock, the “**Series F Preferred Stock**” and together with the Tier 1 Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, and the Series E Preferred Stock, the “**Senior Preferred Stock**”). The shares of Series B1 Preferred Stock and Series B1-NV Preferred Stock shall have identical rights, preferences, privileges, restrictions in every respect, except as expressly set forth in Part B of this Article Fourth.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. CERTAIN DEFINED TERMS

1. “**Affiliate**” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) has the meaning set forth in 12 C.F.R. § 225.2(e)(1).

2. “**Bank Holding Company Act**” shall mean the Bank Holding Company Act of 1956, as amended, and the rules and regulations promulgated thereunder.
3. “**Federal Reserve Board**” shall mean the Board of Governors of the Federal Reserve System.
4. “**Investors’ Rights Agreement**” shall mean that certain Seventh Amended and Restated Investors’ Rights Agreement, dated on or around the Original Issue Date, by and among the Corporation and certain of its stockholders, as may be amended in accordance with its terms.
5. “**Person**” shall mean an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity.
6. “**Purchase Agreement**” shall mean that certain Series F Preferred Stock Purchase Agreement, dated on or around the Original Issue Date, by and among the Corporation and certain of its stockholders, as may be amended in accordance with its terms.
7. “**Regulated Investor**” shall mean any stockholder that is a bank, bank holding company, financial holding company or an entity that is controlled by a bank, a bank holding company or a financial holding company, in each case, as such terms are defined under the Bank Holding Company Act.
8. “**Regulation Y**” shall mean Regulation Y under the Bank Holding Company Act as promulgated by the Federal Reserve Board (or any replacement or successor provision thereto, and as may be amended or otherwise modified from time to time).
9. “**Voting Agreement**” shall mean that certain Seventh Amended and Restated Voting Agreement, dated on or around the Original Issue Date, by and among the Corporation and certain of its stockholders, as may be amended in accordance with its terms.

B. COMMON STOCK

1. General. The voting powers, dividend and liquidation rights and preferences of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein. The Class A Common Stock and Class B Common Stock will be identical in all respects except as otherwise expressly set forth in this Article Fourth. Dividends paid on shares of Class A Common Stock in the form of shares of Common Stock shall be paid in the form of shares of Class A Common Stock, and dividends paid on shares of Class B Common Stock in the form of shares of Common Stock shall be paid in the form of shares of Class B Common Stock. The Corporation shall not declare or make any dividend or distribution upon or effect any subdivision or combination (in each case, through a stock split, reverse stock split, stock dividend, merger, recapitalization or otherwise) of the Class A Common Stock or Class B Common Stock unless the Corporation simultaneously declares or makes an identical (other than with respect to voting rights) dividend or distribution upon or effects an identical subdivision or combination of the Class B Common Stock or Class A Common Stock,

respectively. All shares of Common Stock shall have the same dividend and liquidation rights, and the holders thereof shall be entitled to receive dividends and liquidating distributions with respect to their shares of Common Stock on a pari passu basis with each other.

2. Voting. The holders of the Class A Common Stock are entitled to one (1) vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting. The number of authorized shares of Class A Common Stock and Class B Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law. Except as expressly set forth herein or as otherwise required under the General Corporation Law or other applicable law, the holders of Class B Common Stock shall have no voting rights in respect of such shares.

C. PREFERRED STOCK

The shares of Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations, as applicable. Unless otherwise indicated, references to “**Sections**” or “**Subsections**” in this Part C of this Article Fourth refer to sections and subsections of Part C of this Article Fourth.

1. Dividends.

1.1 From and after the date of the issuance of any shares of Preferred Stock until and including July 3, 2018, dividends at a rate per annum of eight percent (8%) of the Series C Original Issue Price (as defined below) shall accrue with respect to such shares of Series C Preferred Stock (the “**Series C Dividend**”), dividends at a rate per annum of eight percent (8%) of the Series B1 Original Issue Price (as defined below) shall accrue with respect to such shares of Series B1 Preferred Stock (the “**Series B1 Dividend**”), dividends at a rate per annum of eight percent (8%) of the Series B1-NV Original Issue Price (as defined below) shall accrue with respect to such shares of Series B1-NV Preferred Stock (the “**Series B1-NV Dividend**”), dividends at a rate per annum of eight percent (8%) of the Series B Original Issue Price (as defined below) shall accrue with respect to such shares of Series B Preferred Stock (the “**Series B Dividend**”), and dividends at a rate per annum of eight percent (8%) of the Series A Original Issue Price (as defined below) shall accrue with respect to such shares of Series A Preferred Stock (the “**Series A Dividend**,” and each of the Series A Dividend, the Series B Dividend, the Series B1-NV Dividend, Series B1 Dividend and Series C Dividend are sometimes referred to herein as the “**Accrued Dividends**”). The Accrued Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided, however, that except as set forth in Subsection 2.4, Subsection 2.5, and Subsection 2.6, such Accrued Dividends shall be payable only when, as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Accrued Dividends. The “**Series A Original Issue Price**” shall mean \$1.974 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock. The “**Series B Original Issue Price**”

shall mean \$1.974 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. The “**Series B1-NV Original Issue Price**” shall mean \$2.252 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B1-NV Preferred Stock. The “**Series B1 Original Issue Price**” shall mean \$2.252 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B1 Preferred Stock. The “**Series C Original Issue Price**” shall mean \$4.44 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock. The “**Series D Original Issue Price**” shall mean \$22.6415 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock. The “**Series E Original Issue Price**” shall mean \$32.0287 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series E Preferred Stock. The “**Series F Original Issue Price**” shall mean \$69.9862 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series F Preferred Stock. The “**Applicable Original Issue Price**” shall mean the Series A Original Issue Price with respect to the Series A Preferred Stock, the Series B Original Issue Price with respect to the Series B Preferred Stock, the Series B1-NV Original Issue Price with respect to the Series B1-NV Preferred Stock, the Series B1 Original Issue Price with respect to the Series B1 Preferred Stock, the Series C Original Issue Price with respect to the Series C Preferred Stock, the Series D Original Issue Price with respect to the Series D Preferred Stock, the Series E Original Issue Price with respect to the Series E Preferred Stock, and the Series F Original Issue Price with respect to the Series F Preferred Stock.

1.2 The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock and the Accrued Dividends as set forth in Subsection 2.4, Subsection 2.5 and Subsection 2.6) unless (in addition to the obtaining of any consents required elsewhere in this Certificate of Incorporation) the holders of the Series F Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series F Preferred Stock in an amount at least equal to the greater of (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series F Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series F Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series F Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Series F Original Issue Price; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of

Series F Preferred Stock pursuant to this Subsection 1.2 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend payable to such holders of Series F Preferred Stock. The Corporation shall not declare or make any dividend or distribution upon or effect any subdivision or combination (in each case, through a stock split, reverse stock split, stock dividend, merger, recapitalization or otherwise) of the Series F-1 Preferred Stock or Series F-2 Preferred Stock unless the Corporation simultaneously declares or makes an identical (other than with respect to voting rights) dividend or distribution upon or effects an identical subdivision or combination of the Series F-1 Preferred Stock or Series F-2 Preferred Stock, respectively.

1.3 The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock and the Accrued Dividends as set forth in Subsection 2.4, Subsection 2.5 and Subsection 2.6) unless (in addition to the obtaining of any consents required elsewhere in this Certificate of Incorporation) the holders of the Series E Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series E Preferred Stock in an amount at least equal to the greater of (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series E Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series E Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series E Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Series E Original Issue Price; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series E Preferred Stock pursuant to this Subsection 1.3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend payable to such holders of Series E Preferred Stock. The Corporation shall not declare or make any dividend or distribution upon or effect any subdivision or combination (in each case, through a stock split, reverse stock split, stock dividend, merger, recapitalization or otherwise) of the Series E-1 Preferred Stock or Series E-2 Preferred Stock unless the Corporation simultaneously declares or makes an identical (other than with respect to voting rights) dividend or distribution upon or effects an identical subdivision or combination of the Series E-1 Preferred Stock or Series E-2 Preferred Stock, respectively.

1.4 The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock and the Accrued Dividends as set forth in Subsection 2.4, Subsection 2.5 and Subsection 2.6) unless (in addition to the obtaining of any consents required elsewhere in this Certificate of Incorporation) the holders of the Series D Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each

outstanding share of Series D Preferred Stock in an amount at least equal to the greater of (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series D Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series D Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series D Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Series D Original Issue Price; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series D Preferred Stock pursuant to this Subsection 1.4 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend payable to such holders of Series D Preferred Stock.

1.5 The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock and the Accrued Dividends as set forth in Subsection 2.5 and Subsection 2.6) unless (in addition to the obtaining of any consents required elsewhere in this Certificate of Incorporation) the holders of the Series C Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series C Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series C Dividends accrued on such share of Series C Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series C Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series C Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series C Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series C Original Issue Price; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series C Preferred Stock pursuant to this Subsection 1.5 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend payable to such holders of Series C Preferred Stock.

1.6 The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of

Common Stock payable in shares of Common Stock and the Accrued Dividends as set forth in Subsection 2.4 and Subsection 2.6) unless (in addition to the obtaining of any consents required elsewhere in this Certificate of Incorporation) the holders of the Tier 1 Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Tier 1 Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Accrued Dividends accrued on such share of Tier 1 Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Tier 1 Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of such Tier 1 Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of such Tier 1 Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Applicable Original Issue Price; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Tier 1 Preferred Stock pursuant to this Subsection 1.6 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend payable to such holders of Tier 1 Preferred Stock.

1.7 The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock and the Accrued Dividends as set forth in Subsection 2.4 and Subsection 2.5) unless (in addition to the obtaining of any consents required elsewhere in this Certificate of Incorporation) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series A Dividends accrued on such share of Series A Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series A Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Subsection 1.7 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend payable to such holders of Series A Preferred Stock.

2. Liquidation, Dissolution or Winding Up: Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series F Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Series F Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of (i) Series E Preferred Stock, (ii) Series D Preferred Stock, (iii) Series C Preferred Stock, (iv) Tier 1 Preferred Stock, (v) Series A Preferred Stock, (vi) Common Stock or (vii) any other class or series of capital stock of the Corporation, in each case, by reason of their ownership thereof, an amount per share equal to the greater of (a) the Series F Original Issue Price, plus any dividends declared but unpaid thereon or (b) such amount per share as would have been payable had all shares of Series F Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series F Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series F Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series F Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Preferential Payments to Holders of Series E Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above, the holders of shares of Series E Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of (i) Series D Preferred Stock, (ii) Series C Preferred Stock, (iii) Tier 1 Preferred Stock, (iv) Series A Preferred Stock, (v) Common Stock or (vi) any other class or series of capital stock of the Corporation, in each case, by reason of their ownership thereof, an amount per share equal to the greater of (a) (1) in connection with any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event consummated before February 12, 2022, an amount equal to 125% the Series E Original Issue Price, plus any dividends declared but unpaid thereon and (2) in connection with any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event consummated on or after February 12, 2022, an amount equal to the Series E Original Issue Price, plus any dividends declared but unpaid thereon or (b) such amount per share as would have been payable had all shares of Series E Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series E Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation

or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series E Preferred Stock the full amount to which they shall be entitled under this Subsection 2.2, after the payment of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above, the holders of shares of Series E Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.3 Preferential Payments to Holders of Series D Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above and to the holders of the shares of Series E Preferred Stock in accordance with Subsection 2.2 above, the holders of shares of Series D Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of (i) Series C Preferred Stock, (ii) Tier 1 Preferred Stock, (iii) Series A Preferred Stock, (iv) Common Stock or (v) any other class or series of capital stock of the Corporation, in each case, by reason of their ownership thereof, an amount per share equal to the greater of (a) the Series D Original Issue Price, plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Series D Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series D Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series D Preferred Stock the full amount to which they shall be entitled under this Subsection 2.3, after the payment of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above and after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series E Preferred Stock in accordance with Subsection 2.2 above, the holders of shares of Series D Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.4 Preferential Payments to Holders of Series C Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above, to the holders of the shares of Series E Preferred Stock in accordance with Subsection 2.2 above and to the holders of shares of Series D Preferred Stock in accordance with Subsection 2.3 above, the holders of shares of Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of (i) Tier 1 Preferred Stock, (ii) Series A Preferred Stock, (iii) Common Stock or (iv) any other class or series of capital stock of the Corporation, in each case, by reason of their ownership thereof, an amount per share equal to the greater of (a) the

Series C Original Issue Price, plus any Accrued Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (b) such amount per share as would have been payable had all shares of Series C Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series C Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled under this Subsection 2.4, after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above, after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series E Preferred Stock in accordance with Subsection 2.2 above and after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series D Preferred Stock in accordance with Subsection 2.3 above, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.5 Preferential Payments to Holders of Tier 1 Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above, to the holders of the shares of Series E Preferred Stock in accordance with Subsection 2.2 above, to the holders of the shares of Series D Preferred Stock in accordance with Subsection 2.3 above and to the holders of the shares of Series C Preferred Stock in accordance with Subsection 2.4 above, the holders of shares of each series of Tier 1 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of (i) Series A Preferred Stock or (ii) Common Stock, in each case, by reason of their ownership thereof, an amount per share equal to the greater of (a) the Applicable Original Issue Price of such series of Tier 1 Preferred Stock, plus any Accrued Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (b) such amount per share as would have been payable had all shares of such series of Tier 1 Preferred Stock, as applicable, been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series B Liquidation Amount**” in the case of the Series 13 Preferred Stock, the “**Series B1-NV Liquidation Amount**” in the case of the Series B1-NV Preferred Stock, and the “**Series B1 Liquidation Amount**” in the case of the Series B1 Preferred Stock). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Tier 1 Preferred Stock the full amount to which they shall be entitled under this Subsection 2.5, after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series F Preferred Stock in accordance with Subsection 2.1 above, after the payment in full of the preferential amounts required to be paid to the holders of the shares of Series E Preferred Stock in accordance with Subsection 2.2 above, the preferential amounts required to be paid to the holders of shares of Series D Preferred Stock in accordance with

Subsection 2.3 above, and the preferential amounts required to be paid to the holders of the shares of Series C Preferred Stock in accordance with Subsection 2.4 above, the holders of shares of Tier 1 Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.6 Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of the preferential amounts required to be paid to the holders of shares of each series of Senior Preferred Stock in accordance with Subsection 2.1, Subsection 2.2, Subsection 2.3, Subsection 2.4 and Subsection 2.5 above, as applicable, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (a) Series A Original Issue Price, plus any Accrued Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (b) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series A Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.6 after the payment in full of the preferential amounts required to be paid to the holders of shares of each series of Senior Preferred Stock in accordance with Subsection 2.1, Subsection 2.2, Subsection 2.3, Subsection 2.4 and Subsection 2.5 above, as applicable, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of any remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.7 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, Series B1-NV Preferred Stock and Series B1 Preferred Stock and Series A Preferred Stock in accordance with Subsections 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 above, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.8 Deemed Liquidation Events.

2.8.1 Definition. Each of the following events shall be considered a “**Deemed Liquidation Event**” unless (i) the holders of a majority of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series C Preferred

Stock, Series D Preferred Stock, Series E-1 Preferred Stock and Series F-1 Preferred Stock, voting together as a single class on an as-converted to Common Stock basis (the “**Requisite Holders**”), (ii) the holders of a majority of the outstanding shares of Series B1 Preferred Stock, voting as a separate class, (iii) the holders of a majority of the then outstanding shares of Series C Preferred Stock, voting as a separate class (the “**Requisite Series C Holders**”), (iv) the holders of a majority of the then outstanding shares of Series D Preferred Stock, voting as a separate class, (v) the holders of a majority of the then outstanding shares of Series E Preferred Stock, voting as a separate class, and (vi) the holders of a majority of the then outstanding shares of Series F Preferred Stock, voting as a separate class, elect otherwise by written notice sent to the Corporation at least seven (7) days prior to the effective date of any such event:

(a) a merger, consolidation or similar transaction in which

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger, consolidation or similar transaction,

except any such merger, consolidation or similar transaction involving the Corporation or a subsidiary in which the holders of shares of capital stock of the Corporation outstanding immediately prior to such merger, consolidation or similar transaction continue to represent, or such holders’ shares are converted into or exchanged for shares of capital stock that represent, immediately following such merger, consolidation or similar transaction, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger, consolidation or similar transaction, the parent corporation of such surviving or resulting corporation, in each case, with rights, preferences, powers and other provisions that are substantially identical to the rights, preferences, powers and other provisions of the capital stock each such holder held immediately prior to such merger, consolidation or similar transaction; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.8.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.8.1(a)(i) unless the purchase agreement or agreement and plan of merger or consolidation for such transaction (the “**Purchase Agreement**”) provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.8.1(a)(ii) or 2.8.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the Requisite Holders, the Requisite Series C Holders, the Requisite Series D Holders (as defined below), the Requisite Series E Holders (as defined below) or the Requisite Series F Holders (as defined below) so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “**Available Proceeds**”), on the 150th day after such Deemed Liquidation Event (the “**Redemption Date**”), to *first* redeem all outstanding shares of Series F Preferred Stock at a price per share equal to the Series F Liquidation Amount (the “**Series F Redemption Price**”), *second* redeem all outstanding shares of Series E Preferred Stock at a price per share equal to the Series E Liquidation Amount (the “**Series E Redemption Price**”), *third* redeem all outstanding shares of Series D Preferred Stock at a price per share equal to the Series D Liquidation Amount (the “**Series D Redemption Price**”), *fourth* redeem all outstanding shares of Series C Preferred Stock at a price per share equal to the Series C Liquidation Amount (the “**Series C Redemption Price**”), *fifth* redeem all outstanding shares of Tier 1 Preferred Stock at a price per share equal to the Series B Liquidation Amount in the case of the Series B Preferred Stock (the “**Series B Redemption Price**”), the Series B1 - NV Liquidation Amount in the case of the Series B1-NV Preferred Stock (the “**Series B1-NV Redemption Price**”), and the Series B1 Liquidation Amount in the case of the Series B1 Preferred Stock (the “**Series B1 Redemption Price**”), and *sixth* redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount (the “**Series A Redemption Price**”). Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, (i) if the Available Proceeds are not sufficient to redeem all outstanding shares of Series F Preferred Stock, the Corporation shall ratably redeem each holder’s shares of Series F Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares of Series F Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders, (ii) if, after the redemption in full of the Series F Preferred Stock, the Available Proceeds are not sufficient to redeem all outstanding shares of Series E Preferred Stock, the Corporation shall ratably redeem each holder’s shares of Series E Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares of Series E Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders, (iii) if, after the redemption in full of the Series F Preferred Stock and the Series E Preferred Stock, the remaining Available Proceeds are not sufficient to redeem all outstanding shares of Series D Preferred Stock, the Corporation shall ratably redeem each holder’s shares of Series D Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares of Series D Preferred Stock as soon as

it may lawfully do so under Delaware law governing distributions to stockholders, (iv) if, after the redemption in full of the Series F Preferred Stock, the Series E Preferred Stock and the Series D Preferred Stock, the remaining Available Proceeds are not sufficient to redeem all outstanding shares of Series C Preferred Stock, the Corporation shall ratably redeem each holder's shares of Series C Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares of Series C Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders, (v) if, after the redemption in full of the Series F Preferred Stock, the Series E Preferred Stock, the Series D Preferred Stock and the Series C Preferred Stock, the remaining Available Proceeds are not sufficient to redeem all outstanding shares of Tier 1 Preferred Stock, the Corporation shall ratably redeem (based upon the aggregate amount payable on each share of Tier 1 Preferred Stock if the Applicable Redemption Price for such share was paid in full) each holder's shares of Tier 1 Preferred Stock to the fullest extent of such remaining Available Proceeds, and shall redeem the remaining shares of Tier 1 Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders and (vi) if, after the redemption in full of the Series F Preferred Stock, the Series E Preferred Stock, the Series D Preferred Stock, Series C Preferred Stock and Tier 1 Preferred Stock, the remaining Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, the Corporation shall ratably redeem each holder's shares of Series A Preferred Stock to the fullest extent of such remaining Available Proceeds, and shall redeem the remaining shares of Series A Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders. The "**Applicable Redemption Price**" shall mean the Series A Redemption Price with respect to the Series A Preferred Stock, the Series B Redemption Price with respect to the Series B Preferred Stock, the Series B1-NV Redemption Price with respect to the Series B1-NV Preferred Stock, the Series B1 Redemption Price with respect to the Series B1 Preferred Stock, the Series C Redemption Price with respect to the Series C Preferred Stock, the Series D Redemption Price with respect to the Series D Preferred Stock, the Series E Redemption Price with respect to the Series E Preferred Stock and the Series F Redemption Price with respect to the Series F Preferred Stock. If the requisite holders of Preferred Stock elect to have their shares redeemed pursuant to this Subsection 2.8.2(b), the Corporation shall send written notice (the "**Redemption Notice**") to each applicable holder of record of Preferred Stock not less than twenty (20) days prior to the Redemption Date stating: (a) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice; (b) the Redemption Date and the Applicable Redemption Price; (c) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Subsection 4.1); and (d) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Applicable Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. Prior to the distribution or redemption provided for in this

Subsection 2.8.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date, the Applicable Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Applicable Redemption Price without interest upon surrender of their certificate or certificates therefor.

2.8.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such Deemed Liquidation Event, other disposition or redemption (the “**Distributed Amount**”) shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation (including at least two of the Preferred Directors (as defined below), one of which shall be the Series C Director (as defined in the Corporation’s Seventh Amended and Restated Voting Agreement)). Subject to Subsection 2.8.5 below, to the extent that the Distributed Amount consists of cash and non-cash consideration, the portion of the Distributed Amount consisting of cash consideration and the portion of the Distributed Amount consisting of non-cash consideration, respectively, shall be allocated among the holders of capital stock of the Corporation on a pro rata basis.

2.8.4 Allocation of Escrow. In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies (the “**Additional Consideration**”), the Purchase Agreement or other acquisition agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

2.8.5 Consideration to Regulated Investors. Notwithstanding anything herein to the contrary, in the event of any liquidation, dissolution or winding up of the Corporation, Deemed Liquidation Event or redemption under this Subsection 2.8, no Regulated Investor shall be required to accept any (a) shares of a bank, bank holding company, financial holding company or covered fund (as each such term is defined in the Bank Holding Company Act); (b) non-marketable securities, the receipt of which would be impermissible, unduly burdensome or present legal, regulatory operational or reputational risks to such Regulated Investor or any of its Affiliates; or (c) securities that do not meet each of the following three conditions: (i) the issuer thereof is

then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (as amended, the “**Exchange Act**”), (ii) the issuer thereof is then current in its filing of all required reports and other information under the Exchange Act and the Securities Act of 1933 and the rules and regulations promulgated thereunder (as amended, the “**Securities Act**”) and (iii) that consist of a class of common equity that is then traded on a national securities exchange, and, to the extent necessary, any such consideration enumerated in the foregoing clauses (a) through (c) which such Regulated Investor would otherwise be required to receive will instead be paid to such Regulated Investor in the form of cash based upon the then-current fair market value of such non-cash consideration, as determined in good faith by the Board of Directors.

3. Voting.

3.1 General.

3.1.1 Voting Rights of Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock and Series F Preferred Stock. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E-1 Preferred Stock and Series F-1 Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Class A Common Stock into which the shares of Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E-1 Preferred Stock or Series F-1 Preferred Stock (as the case may be) held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of this Certificate of Incorporation, holders of Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E-1 Preferred Stock and Series F-1 Preferred Stock shall vote together with the holders of Class A Common Stock as a single class, on an as-converted basis. Except as expressly set forth herein or as otherwise required under the General Corporation Law or other applicable law, the holders of Series E-2 Preferred Stock and the holders of Series F-2 Preferred Stock shall have no voting rights in respect of such shares.

3.1.2 Voting Rights of Series B1-NV Preferred Stock. Except (a) for any matters on which the vote of the holders of Series B1 -NV Preferred Stock as a separate class or series is required under the General Corporation Law or other applicable law and (b) as otherwise expressly set forth in this Certificate of Incorporation, each holder of outstanding shares of Series B1-NV Preferred Stock shall have no right to vote in respect of any share of Series B1-NV Preferred Stock held by such holder. Notwithstanding anything to the contrary in this Certificate of Incorporation or otherwise, (i) the Series B1-NV Preferred Stock shall not vote together with the holders of Common Stock as a single class on an as-converted basis, and (ii) except as expressly set forth in this Certificate of Incorporation, the Series B1-NV Preferred Stock shall not be considered stock that is entitled to vote on any matter presented to the stockholders of the Corporation, including, without limitation, for purposes of the following sections of the General Corporation Law: Section 211 (Meetings of Stockholders), Section 228 (Consent of Stockholders)

or Members in lieu of Meeting), Section 242 (Amendment of Certificate of Incorporation), Section 245 (Restated Certificate of Incorporation), Section 251 (Merger or Consolidation of Domestic Corporations), Section 252 (Merger or Consolidation of Domestic and Foreign Corporations) and Section 271 (Sale, Lease or Exchange of Assets).

3.2 Election of Directors. (i) The holders of record of the shares of Preferred Stock (excluding the Series B1-NV Preferred Stock, the Series E-2 Preferred Stock and the Series F-2 Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect three (3) directors of the Corporation by the affirmative vote of a majority of the outstanding voting power of such class and (ii) the holders of record of the shares of Class A Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation by the affirmative vote of a majority of the outstanding voting power of such class. The directors elected pursuant to Subsection 3.2(i) shall be referred to herein as the “**Preferred Directors**” and the director elected by the holders of Class A Common Stock shall be referred to herein as the “**Common Director**”. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Preferred Stock or Class A Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of Preferred Stock or Class A Common Stock, as the case may be, pursuant to the Voting Agreement, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Class A Common Stock and of any other class or series of voting stock (including the Preferred Stock but excluding the Series E-2 Preferred Stock and the Series F-2 Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation, two of which directors shall be Independent Directors (as defined in the Voting Agreement), by the affirmative vote of a majority of the outstanding voting power of such class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. The rights of the holders of the Preferred Stock and the rights of the holders of the Class A Common Stock under the first sentence of this Subsection 3.2 shall terminate on the first date following the Original Issue Date (as defined below) on which there are issued and outstanding less than 5,454,032 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock). A copy of the Voting Agreement shall be provided without cost to any stockholder of the Corporation upon a written request delivered to the Secretary of the Corporation at its principal place of business.

3.3 **Preferred Stock Protective Provisions.** At any time when at least 5,454,032 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Corporation shall not, and shall cause any subsidiary to not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the Requisite Holders given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.3.1

(a) liquidate, dissolve or wind-up the business and affairs of the Corporation or consent to any of the foregoing; provided, however, that (i) all holders of shares of Series E-2 Preferred Stock shall be entitled to vote such shares of Series E-2 Preferred Stock they may hold in respect thereof, and all such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained and (ii) all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in respect thereof, and all such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained; or

(b) effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

3.3.2 amend, alter or repeal any provision of this Certificate of Incorporation or Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of any series of Preferred Stock; provided, however, that, notwithstanding the foregoing, in the event any amendment, alteration or repeal significantly and adversely affects the rights or preferences of any shares of capital stock held by a Regulated Investor (including, without limitation, shares of Series E-1 Preferred Stock, Series E-2 Preferred Stock, Series F-1 Preferred Stock and/or Series F-2 Preferred Stock), as determined by such Regulated Investor under Regulation Y (any such amendment, alteration or repeal, a “**Regulated Investor Amendment**”), (i) all holders of shares of Series E-2 Preferred Stock shall be entitled to vote such shares of Series E-2 Preferred Stock they may hold in respect thereof, and all such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained and (ii) all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in respect thereof, and all such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained;

3.3.3 increase or decrease the authorized number of shares of Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series B1-NV Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E-1 Preferred Stock, Series E-2 Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock or

Common Stock; provided, however, that, notwithstanding the foregoing, in the event of any proposed decrease in the authorized number of shares of (i) Class B Common Stock or Series E-2 Preferred Stock, all holders of shares of Series E-2 Preferred Stock shall be entitled to vote such shares of Series E-2 Preferred Stock they may hold in respect thereof, and all such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained, and (ii) Class B Common Stock or Series F-2 Preferred Stock, all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in respect thereof, and all such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained;

3.3.4 create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock unless the same ranks junior to any series of Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption, or increase the authorized number of shares of Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock unless the same ranks junior to the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption; provided, however, that, notwithstanding the foregoing, (i) all holders of shares of Series E-2 Preferred Stock shall be entitled to vote such shares of Series E-2 Preferred Stock they may hold in respect thereof, and all such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained, in respect of the creation, or authorization to create, or issuance or obligation to issue shares of, any additional class or series of capital stock which ranks senior to the Series E-2 Preferred Stock and (ii) all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in respect thereof, and all such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained, in respect of the creation, or authorization to create, or issuance or obligation to issue shares of, any additional class or series of capital stock which ranks senior to the Series F-2 Preferred Stock;

3.3.5

(a) (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to any series of Preferred Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to any series of Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Preferred Stock in respect of any such right, preference or privilege; provided, however, that, notwithstanding the foregoing, (i) in respect of any reclassification, alteration or amendment that would render such security senior to the Series E Preferred Stock, all holders of shares of Series E-2 Preferred Stock shall be

entitled to vote such shares of Series E-2 Preferred Stock they may hold in respect thereof, and all such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained, in respect thereof and (ii) in respect of any reclassification, alteration or amendment that would render such security senior to the Series F Preferred Stock, all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in respect thereof, and all such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Holders has been obtained, in respect thereof; or

(b) reclassify, alter or amend any existing security of the Corporation that is junior to any series of Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security pari passu with the Preferred Stock in respect of any such right, preference or privilege;

3.3.6 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein (including, without limitation, redemptions of shares of Series F Preferred Stock pursuant to Subsection 7.2 and/or Series E Preferred Stock pursuant to Subsection 7.3 of this Certificate of Incorporation), (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof and (iv) the acceptance of shares of Common Stock or Preferred Stock from any Regulated Investor in accordance with a BHCA Tender (as defined in the Investors' Rights Agreement) (clauses (i) through (iv), collectively, the "**Permitted Transactions**");

3.3.7 create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed \$1,000,000;

3.3.8 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

3.3.9 adopt any new or amend any existing equity incentive plan; or

3.3.10 increase or decrease the authorized number of directors constituting the Board of Directors or change the method of electing directors to the Board of Directors.

3.4 Series B1 Preferred Stock Protective Provisions. At any time when at least 533,839 shares of Series B1 Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B1 Preferred Stock) are outstanding, the Corporation shall not, and shall cause any subsidiary to not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series B1 Preferred Stock, voting as a separate class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.4.1 amend or waive the amounts payable to holders of Series B1 Preferred Stock or Series B1-NV Preferred Stock in connection with a Deemed Liquidation Event (including any amounts in respect of any accrued but unpaid dividends);

3.4.2 amend, alter or repeal any provision of this Certificate of Incorporation in a manner that adversely affects any powers, preferences or rights of the Series B1 Preferred Stock or Series B1-NV Preferred Stock in a manner that is disproportionately adverse relative to the effect on any other series of Preferred Stock (it being understood that the issuance and sale by the Corporation in a bona fide capital raising transaction of a new series of capital stock with powers, preferences or rights senior to, on parity with or junior to the Series B1 Preferred Stock or Series B1-NV Preferred Stock shall not constitute an alteration or change of the powers, preferences or rights of the Series B1 Preferred Stock or Series B1 -NV Preferred Stock for this purpose);

3.4.3 increase the authorized number of shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock; or

3.4.4 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation, other than any Permitted Transaction.

3.5 Series C Preferred Stock Protective Provisions. At any time when at least 953,099 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) are outstanding, the Corporation shall not, and shall cause any subsidiary to not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the Requisite Series C Holders, voting as a separate class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.5.1 amend or waive the amounts payable to holders of Series C Preferred Stock in connection with a Deemed Liquidation Event (including any amounts in respect of any accrued but unpaid dividends);

3.5.2 amend, alter or repeal any provision of this Certificate of Incorporation in a manner that adversely affects any powers, preferences or rights of the Series C Preferred Stock in a manner that is disproportionately adverse relative to the effect on any other series of Preferred Stock (it being understood that (x) the issuance and sale by the Corporation in a bona fide capital raising transaction of a new series of capital stock with powers, preferences or rights senior to, on parity with or junior to the Series C Preferred Stock shall not constitute an alteration or change of the powers, preferences or rights of the Series C Preferred Stock for this purpose and (y) any modification to the terms of this Subsection 3.5 shall constitute an alteration or change of the powers, preferences or rights of the Series C Preferred Stock for this purpose);

3.5.3 increase the authorized number of shares of Series C Preferred Stock; or

3.5.4 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation, other than any Permitted Transaction.

3.6 Series D Preferred Stock Protective Provisions. At any time when at least 441,667 shares of Series D Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock) are outstanding, the Corporation shall not, and shall cause any subsidiary to not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series D Preferred Stock (the "**Requisite Series D Holders**"), voting as a separate class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.6.1 amend or waive the amounts payable to holders of Series D Preferred Stock in connection with a Deemed Liquidation Event (including any amounts in respect of any declared but unpaid dividends);

3.6.2 amend, alter or repeal any provision of this Certificate of Incorporation or the Bylaws of the Corporation in a manner that adversely affects any powers, preferences or rights of the Series D Preferred Stock in a manner that is adverse to the Series D Preferred Stock (it being understood that (x) the issuance and sale by the Corporation in a bona fide capital raising transaction of a new series of capital stock with powers, preferences or rights senior to, on parity with or junior to the Series D Preferred Stock shall not constitute an alteration or change of the powers, preferences or rights of the Series D Preferred Stock for this purpose and (y) any modification to the terms of this Subsection 3.6 shall constitute an alteration or change of the powers, preferences or rights of the Series D Preferred Stock for this purpose);

3.6.3 increase the authorized number of shares of Series D Preferred Stock; or

3.6.4 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation, other than any Permitted Transaction.

3.7 Series E Preferred Stock Protective Provisions. At any time when at least 936,660 shares of Series E Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series E Preferred Stock) are outstanding, the Corporation shall not, and shall cause any subsidiary to not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series E-1 Preferred Stock (the “**Requisite Series E Holders**”), voting as a separate class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect; provided, however, that all holders of shares of Series E-2 Preferred Stock shall be entitled to vote such shares of Series E-2 Preferred Stock they may hold in the cases of Subsection 3.7.1 and Subsection 3.7.2 (solely in the event such amendment, alteration, waiver or repeal under Subsection 3.7.2 is a Regulated Investor Amendment), and all such outstanding shares of Series E-2 Preferred Stock shall be entitled to vote thereon and shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Series E Holders has been obtained:

3.7.1 amend or waive the amounts payable to holders of Series E Preferred Stock in connection with a Deemed Liquidation Event (including any amounts in respect of any declared but unpaid dividends);

3.7.2 amend, alter, waive or repeal any provision of this Certificate of Incorporation or the Bylaws of the Corporation in a manner that adversely affects any powers, preferences or rights of the Series E Preferred Stock in a manner that is adverse to the Series E Preferred Stock (it being understood that (x) the issuance and sale by the Corporation in a bona fide capital raising transaction of a new series of capital stock with powers, preferences or rights senior to, on parity with or junior to the Series E Preferred Stock shall not constitute an alteration or change of the powers, preferences or rights of the Series E Preferred Stock for this purpose and (y) any modification to the terms of this Subsection 3.7 shall constitute an alteration or change of the powers, preferences or rights of the Series E Preferred Stock for this purpose);

3.7.3 increase the authorized number of shares of Series E-1 Preferred Stock or Series E-2 Preferred Stock; or

3.7.4 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation, other than any Permitted Transaction.

3.8 Series F Preferred Stock Protective Provisions. At any time when at least 214,328 shares of Series F Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series F Preferred Stock) are outstanding, the Corporation shall not, and shall cause any subsidiary

to not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series F-1 Preferred Stock (the “**Requisite Series F Holders**”), voting as a separate class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect; provided, however, that all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in the cases of Subsection 3.8.1 and Subsection 3.8.2 (solely in the event such amendment, alteration, waiver or repeal under Subsection 3.8.2 is a Regulated Investor Amendment), and all such outstanding shares of Series F-2 Preferred Stock shall be entitled to vote thereon and shall be counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the Requisite Series F Holders has been obtained:

3.8.1 amend or waive the amounts payable to holders of Series F Preferred Stock in connection with a Deemed Liquidation Event (including any amounts in respect of any declared but unpaid dividends);

3.8.2 amend, alter, waive or repeal any provision of this Certificate of Incorporation or the Bylaws of the Corporation in a manner that adversely affects any powers, preferences or rights of the Series F Preferred Stock in a manner that is adverse to the Series F Preferred Stock (it being understood that (x) the issuance and sale by the Corporation in a bona fide capital raising transaction of a new series of capital stock with powers, preferences or rights senior to, on parity with or junior to the Series F Preferred Stock shall not constitute an alteration or change of the powers, preferences or rights of the Series F Preferred Stock for this purpose and (y) any modification to the terms of this Subsection 3.8 shall constitute an alteration or change of the powers, preferences or rights of the Series F Preferred Stock for this purpose);

3.8.3 increase the authorized number of shares of Series F-1 Preferred Stock or Series F-2 Preferred Stock; or

3.8.4 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation, other than any Permitted Transaction.

4. Optional Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of (i) Preferred Stock (other than the Series E-2 Preferred Stock and the Series F-2 Preferred Stock) shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing the Applicable Original Issue Price by the Applicable Conversion Price (as defined below) in effect at the time of conversion, (ii) Series E-2 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time

to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Class B Common Stock as is determined by dividing the Series E Original Issue Price by the Series E Conversion Price (as defined below) in effect at the time of conversion and (iii) Series F-2 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Class B Common Stock as is determined by dividing the Series F Original Issue Price by the Series F Conversion Price (as defined below) in effect at the time of conversion. The “**Applicable Conversion Price**” shall mean, as the context so requires, the Series A Conversion Price, with respect to the conversion of shares of Series A Preferred Stock; the Series B Conversion Price, with respect to the conversion of shares of Series B Preferred Stock; the Series B1-NV Conversion Price, with respect to the conversion of shares of Series B1-NV Preferred Stock; the Series B1 Conversion Price, with respect to the conversion of shares of Series B1 Preferred Stock; the Series C Conversion Price, with respect to the conversion of shares of Series C Preferred Stock; the Series D Conversion Price, with respect to the conversion of shares of Series D Preferred Stock; the Series E Conversion Price, with respect to the conversion of shares of Series E-1 Preferred Stock and shares of Series E-2 Preferred Stock; and the Series F Conversion Price, with respect to the conversion of shares of Series F-1 Preferred Stock and shares of Series F-2 Preferred Stock. The “**Series A Conversion Price**” shall initially be equal to \$1.974. The “**Series B Conversion Price**” shall initially be equal to \$1.974. The “**Series B1-NV Conversion Price**” shall initially be equal to \$2.252. The “**Series B1 Conversion Price**” shall initially be equal to \$2.252. The “**Series C Conversion Price**” shall initially be equal to \$4.44. The “**Series D Conversion Price**” shall initially be equal to \$22.6415. The “**Series E Conversion Price**” shall initially be equal to \$32.0287. The “**Series F Conversion Price**” shall initially be equal to \$69.9862. The Applicable Conversion Price, and the rate at which shares of each series of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Regulated Investor Right to Convert. Subject to Subsection 4.1.3 below, each Regulated Investor shall, at its option, have the right to irrevocably convert (i) any shares of Series E-1 Preferred Stock held by such holder into an equivalent number of shares of Series E-2 Preferred Stock (i.e., on a one-to-one basis), (ii) any shares of Series F-1 Preferred Stock held by such holder into an equivalent number of shares of Series F-2 Preferred Stock (i.e., on a one-to-one basis) and (iii) any shares of Class A Common Stock held by such holder into an equivalent number of shares of Class B Common Stock (i.e., on a one-to-one basis), in each case, at any time and without the payment of additional consideration by such holder. Upon receipt of any notice from a Regulated Investor of its election to convert any shares of the Corporation’s capital stock held by such Regulated Investor pursuant to this Subsection 4.1.2, prior to effecting such conversion, the Corporation shall promptly (and, in any event, within three business days after receipt of such notice) notify in writing all other Regulated Investors of all terms of such conversion, including (A) the Regulated Investor effecting such conversion and (B) the number, class and series of shares which such Regulated Investor is converting and the number, class and series of such shares into which such shares shall convert.

4.1.3 Series F-2 Preferred Stock, Series E-2 Preferred Stock and Class B Common Stock Conversion. Upon a transfer of any shares of Series F-2 Preferred Stock, Series E-2 Preferred Stock and/or Class B Common Stock to: (i) a transferee in a widespread public distribution of the voting securities of the Corporation; (ii) an underwriter for the purpose of

conducting a widespread public distribution of the voting securities of the Corporation; (iii) as part of a bona fide private placement in which no single Person would receive 2% or more of any class of voting securities of the Corporation or (iv) a transferee if such transferee would control more than 50% of the voting securities of the Corporation notwithstanding any transfer of shares of Series F-2 Preferred Stock, Series E-2 Preferred Stock and/or Class B Common Stock (each, a “**Dispersion Transaction**”), then such shares of Series F-2 Preferred Stock, Series E-2 Preferred Stock and/or Class B Common Stock, as applicable, shall automatically and immediately after the consummation of such transfer convert as follows: (x) all shares of Series E-2 Preferred Stock so transferred shall convert into an equivalent number of shares of Series E-1 Preferred Stock (i.e., on a one-to-one basis), (y) all shares of Series F-2 Preferred Stock so transferred shall convert into an equivalent number of shares of Series F-1 Preferred Stock (i.e., on a one-to-one basis) and (z) all shares of Class B Common Stock so transferred shall convert into an equivalent number of shares of Class A Common Stock (i.e., on a one-to-one basis), in each case, without the payment of additional consideration by such holder or the need for further action thereby.

4.1.4 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Common Stock or Preferred Stock to voluntarily convert shares of Common Stock or Preferred Stock into shares of Common Stock or Preferred Stock, respectively, pursuant to this Section 4, such holder shall surrender the certificate or certificates for such shares of Common Stock or Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Common Stock or Preferred Stock, as applicable (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of Common Stock or shares of Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder’s name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock or Preferred Stock, as applicable, to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer,

in form reasonably satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the “**Conversion Time**”), and the shares of Common Stock or Preferred Stock (as the case may be) issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Common Stock or Preferred Stock, as applicable, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock or Preferred Stock (as the case may be) issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Common Stock or Preferred Stock (as they case may be) represented by the surrendered certificate that were not converted into Common Stock or Preferred Stock (as the case may be), (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock or Preferred Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when any shares of Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion rights of the holders of Preferred Stock and the Regulated Investors, such number of its duly authorized shares of Class A Common Stock, Class B Common Stock, Series E-1 Preferred Stock, Series E-2 Preferred Stock, Series F-1 Preferred Stock and Series F-2 Preferred Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of capital stock in accordance with Part B.3 of this Article Fourth and this Section 4; and if at any time the number of authorized but unissued shares of Class A Common Stock, Class B Common Stock, Series E-1 Preferred Stock, Series E-2 Preferred Stock, Series F-1 Preferred Stock or Series F-2 Preferred Stock shall not be sufficient to effect the conversion of all then outstanding shares of capital stock in accordance with Part B.3 of this Article Fourth and this Section 4, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock, Class B Common Stock, Series E-1 Preferred Stock, Series E-2 Preferred Stock, Series F-1 Preferred Stock and/or Series F-2 Preferred Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Applicable Conversion Price below the then par value of the shares of Class A Common Stock or Class B Common Stock issuable upon conversion of the shares of such series of Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Class A Common Stock or Class B Common Stock, as the case may be, at such adjusted Applicable Conversion Price. Prior to or concurrently with the consummation of any Dispersion Transaction, the Corporation shall, to the extent necessary, engage in best efforts to obtain the requisite stockholder approval to amend and/or restate this Certificate of Incorporation and duly authorize such number of shares of Class A Common Stock, Series E-1 Preferred Stock or Series F-1 Preferred Stock, as the case may be, as shall be sufficient to effect the conversion of all shares of Class B Common Stock, Series E-2 Preferred Stock or Series F-2 Preferred Stock as then permitted under Subsection 4.1.3.

4.3.3 Effect of Conversion. All shares of Common Stock or Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock (or Preferred Stock, as the case may be) in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Applicable Conversion Price shall be made for any declared but unpaid dividends on the shares of such series of Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock or Preferred Stock, as the case may be, upon conversion of shares of Preferred Stock or Common Stock, respectively, pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock or Preferred Stock, as the case may be, in a name other than that in which the shares of Preferred Stock or Common Stock, respectively, so converted were registered, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Applicable Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) “**Option**” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) “**Original Issue Date**” shall mean the date on which the first share of Series F Preferred Stock was issued.

(c) “**Convertible Securities**” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) “**Additional Shares of Common Stock**” shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Original Issue Date, other than (1) the following shares of Common Stock

and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, “**Exempted Securities**”):

- (i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on shares of Preferred Stock;
- (ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;
- (iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation, including at least two of the Preferred Directors;
- (iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;
- (v) shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock actually issued upon the conversion of shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be), in each case pursuant to Section 6;
- (vi) shares of Series E-2 Preferred Stock actually issued upon the conversion of shares of Series E-1 Preferred Stock pursuant to Subsection 4.1.2;
- (vii) shares of Series F-2 Preferred Stock actually issued upon the conversion of shares of Series F-1 Preferred Stock pursuant to Subsection 4.1.2;
- (viii) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation, including at least two of the Preferred Directors;
- (ix) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors of the Corporation, including at least two of the Preferred Directors;
- (x) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors of the Corporation, including at least two of the Preferred Directors;
- (xi) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Corporation, including at least two of the Preferred Directors; or

Section 5.1).

4.4.2 No Adjustment of Applicable Conversion Price. With respect to each series of Preferred Stock, no adjustment in the Applicable Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of such affected series of Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock (with (x) the Series B1 Preferred Stock and Series B1-NV Preferred Stock being treated as one series for this purpose, (y) the Series E-1 Preferred Stock and the Series E-2 Preferred Stock being treated as one series for this purpose, with each holder of shares of Series E-2 Preferred Stock being entitled to vote upon, or consent with respect to, such shares of Series E-2 Preferred Stock they may hold, any such waiver of any adjustment to the Series E Conversion Price pursuant to this Subsection 4.4.2 and with all such shares of Series E-2 Preferred Stock being counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the holders of a majority of the Series E Preferred Stock has been obtained and (z) the Series F-1 Preferred Stock and the Series F-2 Preferred Stock being treated as one series for this purpose, with each holder of shares of Series F-2 Preferred Stock being entitled to vote upon, or consent with respect to, such shares of Series F-2 Preferred Stock they may hold, any such waiver of any adjustment to the Series F Conversion Price pursuant to this Subsection 4.4.2 and with all such shares of Series F-2 Preferred Stock being counted, both in the numerator and in the denominator, for purposes of determining whether the consent of the holders of a majority of the Series F Preferred Stock has been obtained).

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class or series of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or

Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, such Applicable Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Applicable Conversion Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing an Applicable Conversion Price to an amount which exceeds the lower of (i) the corresponding Applicable Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the corresponding Applicable Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than such Applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4, such Applicable Conversion Price shall be readjusted to such Applicable Conversion Price as would have been obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to an Applicable Conversion Price provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this

Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to an Applicable Conversion Price that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to an Applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Applicable Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Applicable Conversion Price of a series of Preferred Stock in effect immediately prior to such issuance or deemed issuance, then the Applicable Conversion Price of such series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

- (a) "CP₂" shall mean the Applicable Conversion Price of such series of Preferred Stock in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock
- (b) "CP₁" shall mean the Applicable Conversion Price of such series of Preferred Stock in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;
- (c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);
- (d) "B" shall mean the number of shares of Common Stock that would have been issued or deemed issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and
- (e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than one hundred twenty (120) days from the first such issuance to the final such issuance, then, upon the final such issuance, such Applicable Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding

Common Stock, each Applicable Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series of Preferred Stock shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, each Applicable Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series of Preferred Stock shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Subsection 4.5 shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event each Applicable Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying such Applicable Conversion Price then in effect by a fraction:

(a) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(b) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each Applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Applicable Conversion Price shall be adjusted pursuant to this Subsection 4.6 as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of the applicable series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event provision shall be made so that the holders of each series of Preferred Stock shall receive upon

conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the kind and amount of securities of the Corporation, cash or other property which they would have been entitled to receive had such series of Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this paragraph with respect to the rights of the holders of shares of Preferred Stock; provided, however, that no such provision shall be made if the holders of shares of such series of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.8, if there shall occur any reorganization, recapitalization, substitution, exchange, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not one or more series of Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsection 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, substitution, exchange, reclassification, consolidation or merger, each share of such series of unconverted Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such series of Preferred Stock immediately prior to such reorganization, recapitalization, substitution, exchange, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the each series of Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Preferred Stock. For the avoidance of doubt, nothing in this Subsection 4.8 shall be construed as preventing the holders of shares of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of an Applicable Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock subject to such adjustment or readjustment a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the applicable series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred

Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Applicable Conversion Price of each series of Preferred Stock then in effect and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of each series of Preferred Stock.

4.10 Notice of Record Date. In the event:

- (a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the any series of Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or
- (b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or
- (c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon the closing of the sale of shares of Common Stock to the public at a price of at least \$44.8402 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act resulting in at least \$100,000,000 of proceeds, net of the underwriting discount and commissions, to the Corporation, (a “**Qualified Public Offering**”) (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Class A Common Stock or Class B Common Stock, as applicable, in accordance with the then effective Applicable Conversion Price and (ii) such shares may not be reissued by the Corporation. Upon the date and time, or the occurrence of an event, specified by vote or written consent of the holders of a majority of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock, voting together as a single class, (i) all outstanding shares of Series A

Preferred Stock and Series B Preferred Stock shall automatically be converted into shares of Common Stock in accordance with the then effective Applicable Conversion Price and (ii) such shares may not be reissued by the Corporation. Upon the date and time, or the occurrence of an event, specified by vote or written consent of the holders of a majority of the then outstanding shares of Series B1 Preferred Stock and Series B1-NV Preferred Stock, voting together as a single class, (i) all outstanding shares of Series B1 Preferred Stock and Series B1-NV Preferred Stock shall automatically be converted into shares of Common Stock in accordance with the then effective Applicable Conversion Price and (ii) such shares may not be reissued by the Corporation. Upon the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Series C Holders, (i) all outstanding shares of Series C Preferred Stock shall automatically be converted into shares of Common Stock in accordance with the then effective Applicable Conversion Price and (ii) such shares may not be reissued by the Corporation. Upon the date and time, or the occurrence of an event, specified by the vote or written consent of the holders of a majority of the Series E Preferred Stock, (i) all outstanding shares of Series E Preferred Stock shall automatically be converted into shares of Class A Common Stock or Class B Common Stock, as applicable, in accordance with the then-effective Applicable Conversion Price and (ii) such shares may not be reissued by the Corporation. Upon the date and time, or the occurrence of an event, specified by the vote or written consent of the holders of a majority of the Series F Preferred Stock, (i) all outstanding shares of Series F Preferred Stock shall automatically be converted into shares of Class A Common Stock or Class B Common Stock, as applicable, in accordance with the then-effective Applicable Conversion Price and (ii) such shares may not be reissued by the Corporation. The applicable time of any conversion of one or more series of Preferred Stock pursuant to this Subsection 5.1 is referred to herein as a “**Mandatory Conversion Time.**”

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock being converted pursuant to Subsection 5.1 shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock being converted shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive

the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted shares of Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

6. Optional Conversion of Series B1 Preferred Stock into Series B1-NV Preferred Stock and Series B1-NV Preferred Stock into Series B1 Preferred Stock.

The holders of the Series B1 Preferred Stock and Series B1-NV Preferred Stock shall have conversion rights as follows:

6.1 Right to Convert.

6.1.1 Conversion Ratio; Accrued Dividends. Each share of Series B1 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into one fully paid and nonassessable share of Series B1-NV Preferred Stock. In addition, each share of Series B1-NV Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into one fully paid and nonassessable share of Series B1 Preferred Stock. Notwithstanding anything contained herein to the contrary, in connection with any such conversion of shares of Series B1 Preferred Stock into shares of Series B1-NV Preferred Stock or conversion of shares of Series B1-NV Preferred Stock into shares of Series B1 Preferred Stock, any accrued but unpaid dividends on the shares so converted will inure to and carry forward with respect to the shares into which such shares are so converted.

6.2 Mechanics of Conversion.

6.2.1 Notice of Conversion. In order for a holder of Series B1 Preferred Stock or Series B1-NV Preferred Stock to voluntarily convert shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be) into shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be), such holder shall surrender the certificate or certificates for such shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be) (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for such preferred stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the

case may be) represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be) to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Preferred Conversion Time**"), and the shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be) issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Preferred Conversion Time, issue and deliver to such holder of Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be), or to his, her or its nominees, a certificate or certificates for the number of full shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be) issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be) represented by the surrendered certificate that were not converted into Series B1-NV Preferred Stock and Series B1 Preferred Stock (as the case may be).

6.2.2 Reservation of Shares. The Corporation shall at all times when the Series B1 Preferred Stock or Series B1-NV Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series B1 Preferred Stock or Series B1 -NV Preferred Stock, such number of its duly authorized shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be) as shall from time to time be sufficient to effect the conversion of all outstanding Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be); and if at any time the number of authorized but unissued shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be), the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be) to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.

6.2.3 Effect of Conversion. All shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock (as the case may be) which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Preferred Conversion Time, except only the right of the holders thereof to receive shares of Series B1-NV Preferred Stock or Series B1 Preferred Stock (as the case may be) in exchange therefor. Any shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock so converted shall be deemed to be returned to the status of authorized but unissued shares of Series B1 Preferred Stock or Series B1-NV Preferred Stock, as applicable, and may be reissued as shares of such series.

6.2.4 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Series B1- NV Preferred Stock or Series B Preferred Stock upon conversion of shares of Series B Preferred Stock or Series B1-NV Preferred Stock (as the case may be) pursuant to this Section 6.

7. Redemption.

7.1 Except (i) as set forth in Subsection 2.8.2(b); (ii) as set forth in Subsection 7.2 and Subsection 7.3 below and (iii) in connection with a BHCA Tender, the Preferred Stock is not redeemable at the option of the holder thereof.

7.2 Series E Preferred Stock Redemption Right

7.2.1 At any time on or after February 12, 2035, but within ninety (90) days after the receipt by this corporation of a written request from a holder of Series E Preferred Stock that all of the then outstanding shares of Series E Preferred Stock held by such holder be redeemed (a “**Series E Redemption Request**”), the Corporation shall, to the extent it may lawfully do so, within one hundred eighty days (180) (such payment date being referred to herein as the “**Series E Redemption Date**”) redeem the then outstanding shares of Series E Preferred Stock held by such holder by paying in cash therefor a sum per share equal to the Series E Original Issue Price for such shares of Series E Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) plus all declared but unpaid dividends on such shares (the “**Series E Redemption Price**”).

7.2.2 On or after the Series E Redemption Date, each holder of Series E Preferred Stock requesting redemption of such shares of Series E Preferred Stock on the Series E Redemption Date shall surrender to the Corporation the certificate or certificates representing such shares, and thereupon the applicable Series E Redemption Price of such shares shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares

7.2.3 From and after each Series E Redemption Date, unless there shall have been a default in payment of the Series E Redemption Price, all rights of the holders of shares of Series E Preferred Stock designated for redemption on such Series E Redemption Date as holders of Series E Preferred Stock (except the right to receive the applicable Series E Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this corporation legally available for redemption of shares of Series E Preferred Stock on such Series E Redemption Date are insufficient to redeem the total number of shares of Series E Preferred Stock to be redeemed on such Series E Redemption Date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed in proportion to the aggregate Series E Redemption Price that each such holder would otherwise be entitled to receive pursuant to Subsection 7.2.1. The shares of Series E Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided

herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series E Preferred Stock, such funds will immediately be used to redeem the balance of the shares that the Corporation has become obliged to redeem on such Series E Redemption Date but that it has not redeemed.

7.2.4 Any amendment, modification, waiver or repeal of this Subsection 7.2 shall require the prior written approval of each Regulated Investor that holds shares of Series E Preferred Stock.

7.3 Series F Preferred Stock Redemption Right

7.3.1 At any time on or after the fifteenth (15th) anniversary of the Original Issue Date, but within ninety (90) days after the receipt by this corporation of a written request from a holder of Series F Preferred Stock that all of the then outstanding shares of Series F Preferred Stock held by such holder be redeemed (a “**Series F Redemption Request**”), the Corporation shall, to the extent it may lawfully do so, within one hundred eighty days (such payment date being referred to herein as the “**Series F Redemption Date**”) redeem the then outstanding shares of Series F Preferred Stock held by such holder by paying in cash therefor a sum per share equal to the Series F Original Issue Price for such shares of Series F Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) plus all declared but unpaid dividends on such shares (the “**Series F Redemption Price**”).

7.3.2 On or after the Series F Redemption Date, each holder of Series F Preferred Stock requesting redemption of such shares of Series F Preferred Stock on the Series F Redemption Date shall surrender to the Corporation the certificate or certificates representing such shares, and thereupon the applicable Series F Redemption Price of such shares shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares

7.3.3 From and after each Series F Redemption Date, unless there shall have been a default in payment of the Series F Redemption Price, all rights of the holders of shares of Series F Preferred Stock designated for redemption on such Series F Redemption Date as holders of Series F Preferred Stock (except the right to receive the applicable Series F Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this corporation legally available for redemption of shares of Series F Preferred Stock on such Series F Redemption Date are insufficient to redeem the total number of shares of Series F Preferred Stock to be redeemed on such Series F Redemption Date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed in proportion to the aggregate Series F Redemption Price that each such holder would otherwise be entitled to receive pursuant to Subsection 7.3.1. The shares of Series F Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series F Preferred Stock, such funds will immediately be used to redeem the balance of the shares that the Corporation has become obliged to redeem on such Series F Redemption Date but that it has not redeemed.

7.3.4 Any amendment, modification, waiver or repeal of this Subsection 7.3 shall require the prior written approval of each Regulated Investor that holds shares of Series F Preferred Stock.

7.4 The Corporation shall not, directly or indirectly, repurchase, redeem, retire or otherwise acquire any shares of the Corporation's capital stock, or take any other action, if, as a result, any Regulated Investor would own or control, or be deemed to own or control, collectively, greater than 14.99% of the total equity of the Corporation (as determined by such Regulated Investor under applicable law, including the Bank Holding Company Act); provided, however, that this provision shall not apply to (i) any repurchases or redemptions to the extent a Regulated Investor is permitted to participate on a pro rata basis such that, after such repurchase or redemption, such Regulated Investor's ownership of the Corporation's shares of capital stock would not exceed 14.99% of the total equity of the Corporation; (ii) any redemption pursuant to Section 7.2 and Section 7.3 of this Restated Certificate and (iii) any repurchase or redemption pursuant to the exercise of any BHCA Tender. The Corporation shall give written notice to each Regulated Holder promptly and, in any event, no later than three (3) days prior to, directly or indirectly, repurchasing, redeeming, retiring or otherwise acquiring any of the Corporation's capital stock, or taking any other action, if, as a result, such Regulated Investor would own or control, or be deemed to own or control, collectively, greater than 4.99% of any class of voting securities of the Corporation (as determined by such Regulated Investor under applicable law, including the Bank Holding Company Act); provided, however, that this provision shall not apply to any repurchase or redemption consummated pursuant to clause (i), clause (ii) or clause (iii) of the immediately preceding sentence.

8. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

9. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock and/or Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock and/or Series B Preferred Stock by the affirmative written consent or vote of a majority of the outstanding shares of (i) Series A Preferred Stock, in the case of a waiver affecting only the holders of Series A Preferred Stock, (ii) Series B Preferred Stock, in the case of a waiver affecting only the holders of Series B Preferred Stock, and (iii) Series A Preferred Stock and Series B Preferred Stock, voting together as a single class, in the case of a waiver affecting the holders of Series A Preferred Stock and Series B Preferred Stock. Any of the rights, powers, preferences and other terms of the Series B1 Preferred Stock and/or Series B1-NV Preferred Stock set forth herein may be waived on behalf of all holders of Series B1 Preferred Stock and/or Series B1-NV Preferred Stock by the affirmative written consent or vote of a majority of the outstanding shares of Series B1 Preferred Stock and Series B1-NV Preferred Stock, voting together as a single class. Any of the rights, powers, preferences and other terms of the Series C Preferred Stock set forth herein may be waived on behalf of all holders of Series C Preferred Stock

by the affirmative written consent or vote of a majority of the outstanding shares of Series C Preferred Stock. Any of the rights, powers, preferences and other terms of the Series D Preferred Stock set forth herein may be waived on behalf of all holders of Series D Preferred Stock by the affirmative written consent or vote of a majority of the outstanding shares of Series D Preferred Stock. Any of the rights, powers, preferences and other terms of the Series E Preferred Stock set forth herein may be waived on behalf of all holders of Series E Preferred Stock by the affirmative written consent or vote of the holders of a majority of the outstanding shares of Series E-1 Preferred Stock; provided, however, that with respect to any waiver that significantly and adversely affects the rights or preferences of any shares of Series E Preferred Stock held by a Regulated Investor, as determined by such Regulated Investor under Regulation Y, all holders of shares of Series E-2 Preferred Stock shall be entitled to vote such shares of Series E-2 Preferred Stock they may hold in respect of such waiver, and all such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the requisite consent has been obtained. Any of the rights, powers, preferences and other terms of the Series F Preferred Stock set forth herein may be waived on behalf of all holders of Series F Preferred Stock by the affirmative written consent or vote of the holders of a majority of the outstanding shares of Series F-1 Preferred Stock; provided, however, that with respect to any waiver that significantly and adversely affects the rights or preferences of any shares of Series F Preferred Stock held by a Regulated Investor, as determined by such Regulated Investor under Regulation Y, all holders of shares of Series F-2 Preferred Stock shall be entitled to vote such shares of Series F-2 Preferred Stock they may hold in respect of such waiver, and all such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the requisite consent has been obtained.

10. **Notices.** Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by this Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by this Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an “**Indemnified Person**”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, or in being informed about, any Excluded Opportunity, and hereby waives any claim that such Excluded Opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its affiliates. An “**Excluded Opportunity**” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any Affiliate, partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, “**Covered Persons**”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly in such Covered Person’s capacity as a director of the Corporation.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law or the Corporation’s certificate of incorporation or bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine.

* * *

10. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

11. That this Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation’s Seventh Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Eighth Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 23rd day of February, 2021.

By: /s/ Michael Massaro
Name: Michael Massaro
Title: President and Chief Executive Officer

Flywire Corporation

Amended and Restated Certificate of Incorporation

Flywire Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Flywire Corporation, and that this corporation was originally incorporated pursuant to the General Corporation Law on July 31, 2009 under the name peerTransfer Corporation.
2. This Amended and Restated Certificate of Incorporation, which restates, integrates and further amends the certificate of incorporation of the corporation, has been duly adopted by the corporation in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware and has been adopted by the requisite vote of the stockholders of the corporation, acting by written consent in lieu of a meeting in accordance with Section 228 of the General Corporation Law of the State of Delaware.

3. The certificate of incorporation of the corporation is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the corporation is Flywire Corporation (hereinafter called the “**Corporation**”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware or any applicable successor act thereto, as the same may be amended from time to time (the “**DGCL**”).

FOURTH: The total number of shares of all classes of capital stock that the Corporation is authorized to issue is 2,020,000,000 shares, consisting of (i) 2,000,000,000 shares of voting common stock, par value \$0.0001 per share (the “**Voting Common Stock**”), (ii) 10,000,000 shares of non-voting common stock, par value \$0.0001 per share (the “**Non-Voting Common Stock**” and together with the Voting Common Stock, the “**Common Stock**”) and (iii) 10,000,000 shares of preferred stock, par value \$0.0001 per share (“**Preferred Stock**”). Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of any of the Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the capital stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL, and no vote of the holders of any of the Common Stock or Preferred Stock voting separately as a class shall be required therefor.

A. Common Stock. The powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations and restrictions of the Common Stock are as follows:

1. Ranking. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors of the Corporation (the “**Board**”) upon any issuance of the Preferred Stock of any series.
2. Voting. Except as otherwise provided by law or by this Amended and Restated Certificate of Incorporation (as amended from time to time, including the terms of any Preferred Stock Designation (as defined below), this “**Certificate of Incorporation**”), the holders of outstanding shares of Voting Common Stock shall have the exclusive right to vote for the election and removal of directors and for all other purposes. Each outstanding share of Voting Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote. The shares of Non-Voting Common Stock shall not be entitled to vote on any matter except as required by the DGCL. Notwithstanding any other provision of this Certificate of Incorporation to the contrary, the holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or the DGCL.
3. Dividends. Subject to the rights of the holders of one or more outstanding series of Preferred Stock, holders of shares of Common Stock shall be entitled to receive such dividends and distributions and other distributions in cash, stock or property of the Corporation when, as and if declared thereon by the Board from time to time out of assets or funds of the Corporation legally available therefor.
4. Liquidation. Subject to the rights of the holders of one or more outstanding series of Preferred Stock, shares of Common Stock shall be entitled to receive the assets and funds of the Corporation available for distribution in the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary. A liquidation, dissolution or winding up of the affairs of the Corporation, as such terms are used in this Section A(4), shall not be deemed to be occasioned by or to include any consolidation or merger of the Corporation with or into any other person or a sale, lease, exchange, exclusive license, conveyance or other disposition of all or any part of its assets.
5. Mandatory Conversion of Non-Voting Common Stock.
 - (a) Each share of Non-Voting Common Stock shall be automatically converted without the payment of any additional consideration into fully paid shares of Voting Common Stock at the rate of one-to-one (subject to equitable adjustment in the event of any stock split, recapitalization, dividend or the like) upon the transfer thereof in a Widely Dispersed Offering. For the purposes of this Article IV, Part A, Section 5, a “**Widely Dispersed Offering**” means (i) a widespread public distribution, including pursuant to Securities and Exchange Commission Rule 144, (ii) a transfer (including a private placement or a sale pursuant to Securities and Exchange Commission Rule 144) in which no one party acquires the right to purchase 2% or more of any class of voting securities (as such term is used for the purposes of the Bank Holding Company Act of 1956, as amended (“**BHC Act**”)), (iii) an assignment to a single party (for example, a broker or investment banker) for the purposes of conducting a widespread public distribution, or (iv) to a party who would control more than 50% of the voting securities of the

Corporation without giving effect to the shares of Non-Voting Common Stock transferred by the holder. Other than in the event of a Widely Dispersed Offering, shares of Non-Voting Common Stock shall not be convertible into any other security of the Corporation. Other than in the event of a Widely Dispersed Offering, shares of Non-Voting Common Stock shall not be convertible into any other security of the Corporation.

(b) In order for a holder of Non-Voting Common Stock to convert shares of Non-Voting Common Stock into shares of Voting Common Stock in connection with a Widely Dispersed Offering, such holder shall surrender the certificate or certificates for such shares of Non-Voting Common Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Non-Voting Common Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Non-Voting Common Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Voting Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Common Stock Conversion Time**"), and the shares of Voting Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Common Stock Conversion Time, issue and deliver to such holder of Non-Voting Common Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Voting Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Non-Voting Common Stock represented by the surrendered certificate that were not converted into Voting Common Stock.

(c) Reservation of Shares. The Corporation shall at all times when the Non-Voting Common Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Non-Voting Common Stock, such number of its duly authorized shares of Voting Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Non-Voting Common Stock; and if at any time the number of authorized but unissued shares of Voting Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Non-Voting Common Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Voting Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate.

6. Relative Rights of Voting Common Stock and Non-Voting Common Stock. Except as expressly provided in Article IV, Part A, Section 2 above with respect to voting powers, the Voting Common Stock and the Non-Voting Common Stock shall be identical in all respects and shall be *pari passu* with one another, and share ratably on a per share basis in respect of, the payment of dividends and the distribution of assets on the liquidation, dissolution or winding up of the Corporation made in respect of the Common Stock. In furtherance of the foregoing, the Corporation shall not, whether by merger, consolidation, amendment to this Certificate, operation of law or otherwise, effect any stock split, recapitalization or similar adjustment to either the Voting Common Stock or Non-Voting Common Stock unless simultaneously in connection therewith the Corporation effects an identical stock split, recapitalization or similar adjustment to the other Non-Voting Common Stock or Voting Common Stock, respectively.

B. Preferred Stock

Shares of Preferred Stock may be issued from time to time in one or more series. The Board is hereby authorized to provide by resolution or resolutions from time to time for the issuance, out of the authorized but unissued shares of Preferred Stock, of one or more series of Preferred Stock, without stockholder approval (except as otherwise expressly required by this Certificate of Incorporation), by filing a certificate of designation pursuant to the applicable law of the State of Delaware (any such certificate, a "**Preferred Stock Designation**"), setting forth such resolution and, with respect to each such series, establishing the number of shares to be included in such series, and fixing the voting powers, full or limited, or no voting power of the shares of such series, and the designation, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of the shares of each such series. The powers, designation, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, of each series of Preferred Stock may differ from those of any and all other series at any time outstanding. The authority of the Board with respect to each series of Preferred Stock shall include, but not be limited to, the determination of the following:

- (a) the designation of the series, which may be by distinguishing number, letter or title;
- (b) the number of shares of the series, which number the Board may thereafter increase or decrease (but not below the number of shares thereof then outstanding) without any vote of stockholders (except as otherwise expressly required by this Certificate of Incorporation);
- (c) the amounts or rates at which dividends will be payable on, and the preferences, if any, of shares of the series in respect of dividends, and whether such dividends, if any, shall be cumulative or noncumulative;
- (d) the dates on which dividends, if any, shall be payable;
- (e) the redemption rights and price or prices, if any, for shares of the series;
- (f) the terms and amount of any sinking fund, if any, provided for the purchase or redemption of shares of the series;

(g) the amounts payable on, and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(h) whether the shares of the series shall be convertible into or exchangeable for, shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(i) restrictions on the issuance or reissuance of shares of the same series or any other class or series;

(j) the voting rights, if any, of the holders of shares of the series generally or upon specified events; and

(k) any other powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of each series of Preferred Stock,

all as may be determined from time to time by the Board and stated in the resolution or resolutions providing for the issuance of such Preferred Stock.

Without limiting the generality of the foregoing, subject to the rights of one or more series of Preferred Stock then outstanding, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

FIFTH: This Article FIFTH is inserted for the management of the business and for the conduct of the affairs of the Corporation.

A. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, except as otherwise provided by this Certificate of Incorporation or the DGCL.

B. Number of Directors; Election of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the Corporation shall be fixed from time to time by resolution of the majority of the Whole Board. For purposes of this Certificate of Incorporation, the term “**Whole Board**” will mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

C. Classes of Directors. Subject to the special rights of holders of any series of Preferred Stock to elect directors, the Board shall be and is divided into three classes, designated Class I, Class II and Class III, and each class shall consist, as nearly as may be possible, of one third of the total number of directors so divided into classes. The Board is authorized to assign members of the Board already in office to Class I, Class II or Class III at the time such classification becomes effective.

D. Terms of Office. Subject to the special rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided

that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first annual meeting of stockholders held after the effectiveness of this Certificate of Incorporation; each director initially assigned to Class II shall serve for a term expiring at the Corporation's second annual meeting of stockholders held after the effectiveness of this Certificate of Incorporation; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third annual meeting of stockholders held after the effectiveness of this Certificate of Incorporation; provided further, each director shall continue to serve as a director until his or her successor is duly elected and qualified, subject to his or her earlier death, disqualification, resignation or removal.

E. Newly Created Directorships and Vacancies. Subject to the special rights of holders of any series of Preferred Stock, any newly created directorship that results from an increase in the number of directors or any vacancy on the Board that results from the death, disability, resignation, disqualification or removal of any director or from any other cause shall be filled solely by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class to which such director shall have been appointed, and until his or her successor is duly elected and qualified, subject to his or her earlier death, disqualification, resignation or removal.

F. Preferred Directors. During any period when the holders of any series of Preferred Stock have the special right to elect additional directors, upon commencement and for the duration of such period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of additional directors, and the holders of such series of Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to this Certificate of Incorporation; and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to the Preferred Stock Designation establishing such series of Preferred Stock, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by this Certificate of Incorporation, whenever the holders of any series of Preferred Stock having the special right to elect additional directors are divested of such right pursuant to this Certificate of Incorporation, the terms of office of all such additional directors elected by the holders of such series, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate and the total authorized number of directors of the Corporation shall be reduced accordingly.

G. Removal. Subject to any special rights of the holders of one or more series of Preferred Stock to elect directors, any director or the entire Board may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least 66 2/3% in voting power of the outstanding stock of the Corporation entitled to vote thereon, voting as a single class.

H. Committees. Pursuant to the Amended and Restated Bylaws of the Corporation (the "**Bylaws**"), the Board may establish one or more committees to which may be delegated any or all of the powers and duties of the Board to the full extent permitted by law.

I. Stockholder Nominations and Introduction of Business. Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the Bylaws.

SIXTH: Unless and except to the extent that the Bylaws shall so require, the election of directors of the Corporation need not be by written ballot.

SEVENTH: To the fullest extent permitted by the DGCL as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. No amendment, modification or repeal of this Article SEVENTH shall apply to or have any adverse effect on any right or protection of, or any limitation of the liability of, a director of the Corporation with respect to actions or omissions occurring prior to the time of such amendment, modification or repeal.

EIGHTH: Subject to the terms of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of the stockholders called in accordance with the Bylaws and may not be effected by written consent in lieu of a meeting.

NINTH: Except as otherwise required by law and subject to the terms of any series of Preferred Stock, special meetings of stockholders for any purpose or purposes may be called at any time by the majority of the Whole Board, the Chairman of the Board or the Chief Executive Officer of the Corporation, and may not be called by stockholders or any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice for such meeting.

TENTH: If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the DGCL may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article TENTH. Notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any series of Preferred Stock required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least 66 2/3% in voting power of the outstanding stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to amend, alter, change or repeal, or adopt any provision inconsistent with, any of Parts A. and B. of ARTICLE FOURTH, Article FIFTH, Article SEVENTH, Article EIGHTH, Article NINTH, Article ELEVENTH, Article TWELFTH, and this Article TENTH, and in each case, the definition of any capitalized terms used therein or any successor provision (including, without limitation, any such article or section as renumbered as a result of any amendment, alteration, change, repeal or adoption of any other provision of this Certificate of Incorporation). Any amendment, repeal or modification of any of Article SEVENTH, and this sentence shall not adversely affect any right or protection of any person existing thereunder with respect to any act or omission occurring prior to such repeal or modification.

ELEVENTH: In furtherance and not in limitation of the powers conferred upon it by law, the Board is expressly authorized and empowered to adopt, amend and repeal the Bylaws by the affirmative vote of a majority of the Whole Board. The stockholders shall also have power to adopt, amend or repeal the Bylaws; provided, however, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser or no vote, but in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation or the Bylaws, the affirmative vote of the holders of at least 66 2/3% in voting power of the outstanding shares of the stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws.

TWELFTH:

A. Forum Selection.

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the state or federal courts in the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of the Corporation, (2) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, stockholder or other employee of the Corporation to the Corporation or the Corporation's stockholders, (3) any action arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws (as the foregoing may be amended, modified, supplemented and/or restated from time to time), or (4) any action asserting a claim governed by the internal affairs doctrine.

(b) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

B. Personal Jurisdiction. If any action the subject matter of which is within the scope of Section A immediately above is filed in a court other than a court located within the State of Delaware (a "**Foreign Action**") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the applicable state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section A immediately above (an "**FSC Enforcement Action**") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article TWELFTH.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation as of this day of
, 2021.

By: _____
Name: Michael Massaro
Title: Chief Executive Officer

AMENDED AND RESTATED BY-LAWS

of

PEERTRANSFER CORPORATION

A Delaware Corporation

Adopted: **June 29, 2011**

A handwritten signature in blue ink, appearing to be 'lker rVlarcaide', is written on a light blue rectangular background.

lker rVlarcaide, Secretary

BY-LAWS

TABLE OF CONTENTS

<u>ARTICLE I. STOCKHOLDERS</u>	1
<u>SECTION 1.1. ANNUAL MEETING</u>	1
<u>SECTION 1.2. SPECIAL MEETINGS</u>	1
<u>SECTION 1.3. NOTICE OF MEETING</u>	1
<u>SECTION 1.4. QUORUM</u>	1
<u>SECTION 1.5. VOTING AND PROXIES</u>	2
<u>SECTION 1.6. ACTION AT MEETING</u>	2
<u>SECTION 1.7. ACTION WITHOUT MEETING</u>	2
<u>SECTION 1.8. VOTING OF SHARES OF CERTAIN HOLDERS</u>	2
<u>SECTION 1.9. STOCKHOLDER LISTS</u>	2
<u>ARTICLE II. BOARD OF DIRECTORS</u>	3
<u>SECTION 2.1. POWERS</u>	3
<u>SECTION 2.2. NUMBER OF DIRECTORS; QUALIFICATIONS</u>	3
<u>SECTION 2.3. NOMINATION OF DIRECTORS</u>	3
<u>SECTION 2.4. ELECTION OF DIRECTORS</u>	3
<u>SECTION 2.5. VACANCIES; REDUCTION OF THE BOARD</u>	3
<u>SECTION 2.6. ENLARGEMENT OF THE BOARD</u>	4
<u>SECTION 2.7. TENURE AND RESIGNATION</u>	4
<u>SECTION 2.8. REMOVAL</u>	4
<u>SECTION 2.9. MEETINGS</u>	4
<u>SECTION 2.10. NOTICE OF MEETING</u>	4
<u>SECTION 2.11. AGENDA</u>	4
<u>SECTION 2.12. QUORUM</u>	4
<u>SECTION 2.13. ACTION AT MEETING</u>	5
<u>SECTION 2.14. ACTION WITHOUT MEETING</u>	5
<u>SECTION 2.15. COMMITTEES</u>	5
<u>ARTICLE III. OFFICERS</u>	5
<u>SECTION 3.1. ENUMERATION</u>	5
<u>SECTION 3.2. ELECTION</u>	5
<u>SECTION 3.3. QUALIFICATION</u>	5
<u>SECTION 3.4. TENURE</u>	5
<u>SECTION 3.5. REMOVAL</u>	5
<u>SECTION 3.6. RESIGNATION</u>	6
<u>SECTION 3.7. VACANCIES</u>	6
<u>SECTION 3.8. PRESIDENT</u>	6
<u>SECTION 3.9. VICE-PRESIDENT(S)</u>	6
<u>SECTION 3.10. TREASURER AND ASSISTANT TREASURERS</u>	6
<u>SECTION 3.11. SECRETARY AND ASSISTANT SECRETARIES</u>	6
<u>SECTION 3.12. OTHER POWERS AND DUTIES</u>	6
<u>ARTICLE IV. CAPITAL STOCK</u>	7
<u>SECTION 4.1. STOCK CERTIFICATES</u>	7
<u>SECTION 4.2. RECORD HOLDERS</u>	7
<u>SECTION 4.3. RECORD DATE</u>	7
<u>SECTION 4.4. TRANSFER AGENT AND REGISTRAR FOR SHARES OF CORPORATION</u>	7
<u>SECTION 4.5. LOSS OF CERTIFICATES</u>	8
<u>SECTION 4.6. RESTRICTIONS ON TRANSFER</u>	8
<u>SECTION 4.7. MULTIPLE CLASSES OF STOCK</u>	8

<u>ARTICLE V. DIVIDENDS</u>	8
<u>SECTION 5.1. DECLARATION OF DIVIDENDS</u>	8
<u>SECTION 5.2. RESERVES</u>	8
<u>ARTICLE VI. POWERS OF OFFICERS TO CONTRACT WITH THE CORPORATION</u>	9
<u>ARTICLE VII INDEMNIFICATION</u>	9
<u>SECTION 7.1. DEFINITIONS</u>	9
<u>SECTION 7.2. RIGHT TO INDEMNIFICATION IN GENERAL</u>	10
<u>SECTION 7.3. PROCEEDINGS OTHER THAN PROCEEDINGS BY OR IN THE RIGHT OF THE CORPORATION</u>	11
<u>SECTION 7.4. PROCEEDINGS BY OR IN THE RIGHT OF THE CORPORATION</u>	11
<u>SECTION 7.5. INDEMNIFICATION OF A PARTY WHO IS WHOLLY OR PARTLY SUCCESSFUL</u>	11
<u>SECTION 7.6. INDEMNIFICATION FOR EXPENSES OF A WITNESS</u>	11
<u>SECTION 7.7. ADVANCEMENT OF EXPENSES</u>	12
<u>SECTION 7.8. NOTIFICATION AND DEFENSE OF CLAIM</u>	12
<u>SECTION 7.9. PROCEDURES</u>	13
<u>SECTION 7.10. ACTION BY THE CORPORATION</u>	13
<u>SECTION 7.11. NON-EXCLUSIVITY</u>	13
<u>SECTION 7.12. INSURANCE</u>	14
<u>SECTION 7.13. NO DUPLICATIVE PAYMENT</u>	14
<u>SECTION 7.14. EXPENSES OF ADJUDICATION</u>	14
<u>SECTION 7.15. SEVERABILITY</u>	14
<u>ARTICLE VIII. MISCELLANEOUS PROVISIONS</u>	14
<u>SECTION 8.1. CERTIFICATE OF INCORPORATION</u>	14
<u>SECTION 8.2. FISCAL YEAR</u>	14
<u>SECTION 8.3. CORPORATE SEAL</u>	14
<u>SECTION 8.4. EXECUTION OF INSTRUMENTS</u>	14
<u>SECTION 8.5. VOTING OF SECURITIES</u>	15
<u>SECTION 8.6. EVIDENCE OF AUTHORITY</u>	15
<u>SECTION 8.7. CORPORATE RECORDS</u>	15
<u>SECTION 8.8. CHARITABLE CONTRIBUTIONS</u>	15
<u>SECTION 8.9. COMMUNICATION OF NOTICES</u>	15
<u>SECTION 8.10. ELECTRONIC TRANSMISSIONS</u>	15
<u>ARTICLE IX. AMENDMENTS</u>	15
<u>SECTION 9.1. AMENDMENT BY STOCKHOLDERS</u>	15
<u>SECTION 9.1. AMENDMENT BY STOCKHOLDERS</u>	16
<u>SECTION 9.2. AMENDMENT BY BOARD OF DIRECTORS</u>	16

OF

PEERTRANSFER CORPORATION

(A Delaware Corporation)

ARTICLE I.

Stockholders

Section 1.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held on such date as shall be fixed by the board of directors, at such time and place within or without the State of Delaware as may be designated in the notice of meeting. If the day fixed for the annual meeting shall fall on a legal holiday, the meeting shall be held on the next succeeding day not a legal holiday. If the annual meeting is omitted on the day herein provided, a special meeting may be held in place thereof, and any business transacted at such special meeting in lieu of annual meeting shall have the same effect as if transacted or held at the annual meeting.

Section 1.2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors. Special meetings of the stockholders shall be held at such time, date and place within or outside of the State of Delaware as may be designated in the notice of such meeting.

Section 1.3. Notice of Meeting. A written notice stating the place, date, and hour of each meeting of the stockholders, and, in the case of a special meeting, the purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting, and to each stockholder who, under the Certificate of Incorporation or these By-laws, is entitled to such notice, by delivering such notice to such person or leaving it at their residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears upon the books of the corporation, at least ten (10) days and not more than sixty (60) before the meeting. Such notice shall be given by the secretary, an assistant secretary, or any other officer or person designated either by the secretary or by the person or persons calling the meeting.

The requirement of notice to any stockholder may be waived (i) by a written waiver of notice, executed before or after the meeting by the stockholder or his attorney thereunto duly authorized, and filed with the records of the meeting, (ii) if communication with such stockholder is unlawful, (iii) by attendance at the meeting without protesting prior thereto or at its commencement the lack of notice, or (iv) as otherwise excepted by law. A waiver of notice of any regular or special meeting of the stockholders need not specify the purposes of the meeting.

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.4. Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present.

Section 1.5. Voting and Proxies. Stockholders shall have one vote for each share of stock entitled to vote owned by them of record according to the books of the corporation, unless otherwise provided by law or by the Certificate of Incorporation. Stockholders may vote either in person or by written proxy, but no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Proxies shall be filed with the secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them.

Section 1.6. Action at Meeting. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the votes properly cast upon any question other than election to an office shall decide such question, except where a larger vote is required by law, the Certificate of Incorporation or these by-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 1.7. Action Without Meeting. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of the minimum number of votes necessary to authorize or take such action at a meeting at which shares entitled to vote thereon were present and voted and copies are delivered to the corporation in the manner prescribed by law.

Section 1.8. Voting of Shares of Certain Holders. Shares of stock of the corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Shares of stock of the corporation standing in the name of a deceased person, a minor ward or an incompetent person, may be voted by his administrator, executor, court-appointed guardian or conservator without a transfer of such shares into the name of such administrator, executor, court appointed guardian or conservator. Shares of capital stock of the corporation standing in the name of a trustee or fiduciary may be voted by such trustee or fiduciary.

Shares of stock of the corporation standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A stockholder whose shares are pledged shall be entitled to vote such shares unless in the transfer by the pledgor on the books of the corporation he expressly empowered the pledgee to vote thereon, in which case only the pledgee or its proxy shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by the corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares.

Section 1.9. Stockholder Lists. The secretary (or the corporation's transfer agent or other person authorized by these By-laws or by law) shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical

order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

ARTICLE II.

Board of Directors

Section 2.1. Powers. Except as reserved to the stockholders by law, by the Certificate of Incorporation or by these By-laws, the business of the corporation shall be managed under the direction of the board of directors, who shall have and may exercise all of the powers of the corporation. In particular, and without limiting the foregoing, the board of directors shall have the power to issue or reserve for issuance from time to time the whole or any part of the capital stock of the corporation which may be authorized from time to time to such person, for such consideration and upon such terms and conditions as they shall determine, including the granting of options, warrants or conversion or other rights to stock.

Section 2.2. Number of Directors; Qualifications. The board of directors shall consist of such number of directors, not less than one (1) nor more than twelve (12), as shall be fixed by the board of directors. No director need be a stockholder.

Section 2.3. Nomination of Directors.

(a) Nominations for the election of directors may be made by the board of directors or by any stockholder entitled to vote for the election of directors. Nominations by stockholders shall be made by notice in writing, delivered or mailed by first class United States mail, postage prepaid, to the secretary of the corporation not less than 14 days nor more than 60 days prior to any meeting of the stockholders called for the election of directors; provided, however, that if less than 21 written days' notice of the meeting is given to stockholders, such notice of nomination by a stockholder shall be delivered or mailed, in the manner prescribed above, to the secretary of the corporation not later than the close of the fifth day following the day on which notice of the meeting was mailed to stockholders.

(b) Each notice under subsection (a) shall set forth (i) the name, age, business address and, if known, residence address of each nominee proposed in such notice, (ii) the principal occupation or employment of each such nominee, and (iii) the number of shares of stock of the corporation which are beneficially owned by each such nominee.

(c) The chairman of the meeting of stockholders shall determine whether or not a nomination was made in accordance with the procedures of this Section 2.3, and if he shall determine that it was not, he shall so declare to the meeting and the defective nomination shall be disregarded.

Section 2.4. Election of Directors. The initial board of directors shall be designated in the certificate of incorporation, or if not so designated, elected by the incorporator(s) at the first meeting thereof. Thereafter, directors shall be elected by the stockholders at their annual meeting or at any special meeting the notice of which specifies the election of directors as an item of business for such meeting.

Section 2.5. Vacancies; Reduction of the Board. Any vacancy in the board of directors, however occurring, including a vacancy resulting from the enlargement of the board of directors, may be filled by the stockholders or by the directors then in office or by a sole remaining director. In lieu of filling any such vacancy the stockholders or board of directors may reduce the number of directors, but not to a

number less than one (1). When one or more directors shall resign from the board of directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 2.6. Enlargement of the Board. The board of directors may be enlarged by the stockholders at any meeting or by vote of a majority of the directors then in office.

Section 2.7. Tenure and Resignation. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any director may resign by delivering or mailing postage prepaid a written resignation to the corporation at its principal office or to the president, secretary or assistant secretary, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 2.8. Removal. A director, whether elected by the stockholders or directors, may be removed from office with or without cause at any annual or special meeting of stockholders by vote of a majority of the stockholders entitled to vote in the election of such directors; provided, however, that a director may be removed for cause only after reasonable notice and opportunity to be heard before the stockholders.

Section 2.9. Meetings. Regular meetings of the board of directors may be held without call or notice at such times and such places within or without the State of Delaware as the board may, from time to time, determine, provided that notice of the first regular meeting following any such determination shall be given to directors absent from such determination. A regular meeting of the board of directors shall be held without notice immediately after, and at the same place as, the annual meeting of the stockholders or the special meeting of the stockholders held in place of such annual meeting, unless a quorum of the directors is not then present. Special meetings of the board of directors may be held at any time and at any place designated in the call of the meeting when called by the president, treasurer, or one or more directors. Members of the board of directors or any committee elected thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

Section 2.10. Notice of Meeting. It shall be sufficient notice to a director to send notice by mail at least seventy-two (72) hours before the meeting addressed to such person at his usual or last known business or residence address or to give notice to such person in person or by telephone at least twenty-four (24) hours before the meeting. Notice shall be given by the secretary, or in his absence or unavailability, may be given by an assistant secretary, if any, or by the officer or directors calling the meeting. The requirement of notice to any director may be waived by a written waiver of notice, executed by such person before or after the meeting or meetings, and filed with the records of the meeting, or by attendance at the meeting without protesting prior thereto or at its commencement the lack of notice. A notice or waiver of notice of a directors' meeting need not specify the purposes of the meeting.

Section 2.11. Agenda. Any lawful business may be transacted at a meeting of the board of directors, notwithstanding the fact that the nature of the business may not have been specified in the notice or waiver of notice of the meeting.

Section 2.12. Quorum. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum for the transaction of business. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 2.13. Action at Meeting. Any motion adopted by vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, except where a different vote is required by law, by the Certificate of Incorporation or by these By-laws. The assent in writing of any director to any vote or action of the directors taken at any meeting, whether or not a quorum was present and whether or not the director had or waived notice of the meeting, shall have the same effect as if the director so assenting was present at such meeting and voted in favor of such vote or action.

Section 2.14. Action Without Meeting. Any action by the directors may be taken without a meeting if all of the directors consent to the action in writing and the consents are filed with the records of the directors' meetings. Such consent shall be treated for all purposes as a vote of the directors at a meeting.

Section 2.15. Committees. The board of directors may, by the affirmative vote of a majority of the directors then in office, appoint an executive committee or other committees consisting of one or more directors and may by vote delegate to any such committee some or all of their powers except those which by law, the Certificate of Incorporation or these By-laws they may not delegate. In the absence or disqualification of a member of a committee, the members of the committee present and not disqualified, whether or not they constitute a quorum, may by unanimous vote appoint another member of the board of directors to act at the meeting in place of the absence or disqualified member. Unless the board of directors shall otherwise provide, any such committee may make rules for the conduct of its business, but unless otherwise provided by the board of directors or such rules, its meetings shall be called, notice given or waived, its business conducted or its action taken as nearly as may be in the same manner as is provided in these By-laws with respect to meetings or for the conduct of business or the taking of actions by the board of directors. The board of directors shall have power at any time to fill vacancies in, change the membership of, or discharge any such committee at any time. The board of directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE III.

Officers

Section 3.1. Enumeration. The officers shall consist of a president, a treasurer, a secretary and such other officers and agents (including one or more vice-presidents, assistant treasurers and assistant secretaries), as the board of directors may, in their discretion, determine.

Section 3.2. Election. The president, treasurer and secretary shall be elected annually by the directors at their first meeting following the annual meeting of the stockholders or any special meeting held in lieu of the annual meeting. Other officers may be chosen by the directors at such meeting or at any other meeting.

Section 3.3. Qualification. An officer may, but need not, be a director or stockholder. Any two or more offices may be held by the same person. Any officer may be required by the directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the directors may determine. The premiums for such bonds may be paid by the corporation.

Section 3.4. Tenure. Except as otherwise provided by the Certificate of Incorporation or these By-laws, the term of office of each officer shall be for one year or until his successor is elected and qualified or until his earlier resignation or removal.

Section 3.5. Removal. Any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the directors then in office; provided, however, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the board of directors prior to action thereon.

Section 3.6. Resignation. Any officer may resign by delivering or mailing postage prepaid a written resignation to the corporation at its principal office or to the president, secretary, or assistant secretary, if any, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some event.

Section 3.7. Vacancies. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the board of directors.

Section 3.8. President. The president shall be the chief executive officer of the corporation. Except as otherwise voted by the board of directors, the president shall preside at all meetings of the stockholders and of the board of directors at which present. The president shall have such duties and powers as are commonly incident to the office and such duties and powers as the board of directors shall from time to time designate.

Section 3.9. Vice-President(s). The vice-president(s), if any, shall have such powers and perform such duties as the board of directors may from time to time determine.

Section 3.10. Treasurer and Assistant Treasurers. The treasurer, subject to the direction and under the supervision and control of the board of directors, shall have general charge of the financial affairs of the corporation. The treasurer shall have custody of all funds, securities and valuable papers of the corporation, except as the board of directors may otherwise provide. The treasurer shall keep or cause to be kept full and accurate records of account which shall be the property of the corporation, and which shall be always open to the inspection of each elected officer and director of the corporation. The treasurer shall deposit or cause to be deposited all funds of the corporation in such depository or depositories as may be authorized by the board of directors. The treasurer shall have the power to endorse for deposit or collection all notes, checks, drafts, and other negotiable instruments payable to the corporation. The treasurer shall perform such other duties as are incidental to the office, and such other duties as may be assigned by the board of directors.

Assistant treasurers, if any, shall have such powers and perform such duties as the board of directors may from time to time determine.

Section 3.11. Secretary and Assistant Secretaries. The secretary shall record, or cause to be recorded, all proceedings of the meetings of the stockholders and directors (including committees thereof) in the book of records of this corporation. The record books shall be open at reasonable times to the inspection of any stockholder, director, or officer. The secretary shall notify the stockholders and directors, when required by law or by these By-laws, of their respective meetings, and shall perform such other duties as the directors and stockholders may from time to time prescribe. The secretary shall have the custody and charge of the corporate seal, and shall affix the seal of the corporation to all instruments requiring such seal, and shall certify under the corporate seal the proceedings of the directors and of the stockholders, when required. In the absence of the secretary at any such meeting, a temporary secretary shall be chosen who shall record the proceedings of the meeting in the aforesaid books.

Assistant secretaries, if any, shall have such powers and perform such duties as the board of directors may from time to time designate.

Section 3.12. Other Powers and Duties. Subject to these By-laws and to such limitations as the board of directors may from time to time prescribe, the officers of the corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the board of directors.

ARTICLE IV.

Capital Stock

Section 4.1. Stock Certificates. Each stockholder shall be entitled to a certificate representing the number of shares of the capital stock of the corporation owned by such person in such form as shall, in conformity to law, be prescribed from time to time by the board of directors. Each certificate shall be signed by the president or vice-president and treasurer or assistant treasurer or such other officers designated by the board of directors from time to time as permitted by law, shall bear the seal of the corporation, and shall express on its face its number, date of issue, class, the number of shares for which, and the name of the person to whom, it is issued. The corporate seal and any or all of the signatures of corporation officers may be facsimile if the stock certificate is manually counter-signed by an authorized person on behalf of a transfer agent or registrar other than the corporation or its employee.

If an officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed on, a certificate shall have ceased to be such before the certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

Section 4.2. Record Holders. Except as otherwise may be required by law, by the Certificate of Incorporation or by these By-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the corporation of his post office address.

Section 4.3. Record Date. In order that the corporation may determine the stockholders entitled to receive notice of or to vote at any meeting of stockholders or any adjournments thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty days prior to any other action. In such case only stockholders of record on such record date shall be so entitled notwithstanding any transfer of stock on the books of the corporation after the record date.

If no record date is fixed: (i) the record date for determining stockholders entitled to receive notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is necessary, shall be the day on which the first written consent is expressed; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 4.4. Transfer Agent and Registrar for Shares of Corporation. The board of directors may appoint a transfer agent and a registrar of the certificates of stock of the corporation. Any transfer agent so appointed shall maintain, among other records, a stockholders' ledger, setting forth the names and addresses of the holders of all issued shares of stock of the corporation, the number of shares held by each, the certificate numbers representing such shares, and the date of issue of the certificates representing such shares. Any registrar so appointed shall maintain, among other records, a share register, setting forth the total number of shares of each class of shares which the corporation is authorized to issue and the total number of shares actually issued. The stockholders' ledger and the share

register are hereby identified as the stock transfer books of the corporation; but as between the stockholders' ledger and the share register, the names and addresses of stockholders, as they appear on the stockholders' ledger maintained by the transfer agent shall be the official list of stockholders of record of the corporation. The name and address of each stockholder of record, as they appear upon the stockholders' ledger, shall be conclusive evidence of who are the stockholders entitled to receive notice of the meetings of stockholders, to vote at such meetings, to examine a complete list of the stockholders entitled to vote at meetings, and to own, enjoy and exercise any other property or rights deriving from such shares against the corporation. Stockholders, but not the corporation, its directors, officers, agents or attorneys, shall be responsible for notifying the transfer agent, in writing, of any changes in their names or addresses from time to time, and failure to do so will relieve the corporation, its other stockholders, directors, officers, agents and attorneys, and its transfer agent and registrar, of liability for failure to direct notices or other documents, or pay over or transfer dividends or other property or rights, to a name or address other than the name and address appearing in the stockholders' ledger maintained by the transfer agent.

Section 4.5. Loss of Certificates. In case of the loss, destruction or mutilation of a certificate of stock, a replacement certificate may be issued in place thereof upon such terms as the board of directors may prescribe, including, in the discretion of the board of directors, a requirement of bond and indemnity to the corporation.

Section 4.6. Restrictions on Transfer. Every certificate for shares of stock which are subject to any restriction on transfer, whether pursuant to the Certificate of Incorporation, the By-laws or any agreement to which the corporation is a party, shall have the fact of the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge.

Section 4.7. Multiple Classes of Stock. The amount and classes of the capital stock and the par value, if any, of the shares, shall be as fixed in the Certificate of Incorporation. At all times when there are two or more classes of stock, the several classes of stock shall conform to the description and the terms and have the respective preferences, voting powers, restrictions and qualifications set forth in the Certificate of Incorporation and these By-laws. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued, or (ii) a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

ARTICLE V.

Dividends

Section 5.1. Declaration of Dividends. Except as otherwise required by law or by the Certificate of Incorporation, the board of directors may, in its discretion, declare what, if any, dividends shall be paid from the surplus or from the net profits of the corporation for the current or preceding fiscal year, or as otherwise permitted by law. Dividends may be paid in cash, in property, in shares of the corporation's stock, or in any combination thereof. Dividends shall be payable upon such dates as the board of directors may designate.

Section 5.2. Reserves. Before the payment of any dividend and before making any distribution of profits, the board of directors, from time to time and in its absolute discretion, shall have power to set aside out of the surplus or net profits of the corporation such sum or sums as the board of directors deems proper and sufficient as a reserve fund to meet contingencies or for such other purpose as the board of directors shall deem to be in the best interests of the corporation, and the board of directors may modify or abolish any such reserve.

ARTICLE VI.

Powers of Officers to Contract

With the Corporation

Any and all of the directors and officers of the corporation, notwithstanding their official relations to it, may enter into and perform any contract or agreement of any nature between the corporation and themselves, or any and all of the individuals from time to time constituting the board of directors of the corporation, or any firm or corporation in which any such director may be interested, directly or indirectly, whether such individual, firm or corporation thus contracting with the corporation shall thereby derive personal or corporate profits or benefits or otherwise; provided, that (i) the material facts of such interest are disclosed or are known to the board of directors or committee thereof which authorizes such contract or agreement; (ii) if the material facts as to such person's relationship or interest are disclosed or are known to the stockholders entitled to vote thereon, and the contract is specifically approved in good faith by a vote of the stockholders; or (iii) the contract or agreement is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders. Any director of the corporation who is interested in any transaction as aforesaid may nevertheless be counted in determining the existence of a quorum at any meeting of the board of directors which shall authorize or ratify any such transaction. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common or statutory law applicable thereto.

ARTICLE VII

Indemnification

Section 7.1. Definitions. For purposes of this Article VII the following terms shall have the meanings indicated:

"Corporate Status" describes the status of a person who is or was a director, Officer, employee, agent, trustee or fiduciary of the corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the corporation.

"Court" means the Court of Chancery of the State of Delaware, the court in which the Proceeding in respect of which indemnification is sought by a Covered Person shall have been brought or is pending, or another court having subject matter jurisdiction and personal jurisdiction over the parties.

"Covered Person" means a person who is a present or former director or Officer of the corporation and shall include such person's legal representatives, heirs, executors and administrators.

"Disinterested" describes any individual, whether or not that individual is a director, Officer, employee or agent of the corporation, who is not and was not and is not threatened to be made a party to the Proceeding in respect of which indemnification, advancement of Expenses or other action is sought by a Covered Person.

"Expenses" shall include, without limitation, all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating or being or preparing to be a witness in a Proceeding.

“Good Faith” shall mean a Covered Person having acted in good faith and in a manner such Covered Person reasonably believed to be in or not opposed to the best interests of the corporation or, in the case of an employee benefit plan, the best interests of the participants or beneficiaries of said plan, as the case may be, and, with respect to any Proceeding which is criminal in nature, having had no reasonable cause to believe such Covered Person’s conduct was unlawful.

“Improper Personal Benefit” shall include, but not be limited to, the personal gain in fact by reason of a person’s Corporate Status of a financial profit, monies or other advantage not also accruing to the benefit of the corporation or to the stockholders generally and which is unrelated to his usual compensation including, but not limited to, (i) in exchange for the exercise of influence over the corporation’s affairs, (ii) as a result of the diversion of corporate opportunity, or (iii) pursuant to the use or communication of confidential or inside information for the purpose of generating a profit from trading in the corporation’s securities. Notwithstanding the foregoing, “Improper Personal Benefit” shall not include any benefit, directly or indirectly, related to actions taken in order to evaluate, discourage, resist, prevent or negotiate any transaction with or proposal from any person or entity seeking control of, or a controlling interest in, the corporation.

“Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and may include law firms or members thereof that are regularly retained by the corporation but not by any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the standards of professional conduct then prevailing and applicable to such counsel, would have a conflict of interest in representing either the corporation or Covered Person in an action to determine the Covered Person’s rights under this Article.

“Officer” means the president, vice presidents, treasurer, assistant treasurer(s), secretary, assistant secretary and such other executive officers as are appointed by the board of directors of the corporation and explicitly entitled to indemnification hereunder.

“Proceeding” includes any actual, threatened or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation (including any internal corporate investigation), administrative hearing or any other proceeding, whether civil, criminal, administrative or investigative, other than one initiated by the Covered Person, but including one initiated by a Covered Person for the purpose of enforcing such Covered Person’s rights under this Article to the extent provided in Section 7.14 of this Article. “Proceeding” shall not include any counterclaim brought by any Covered Person other than one arising out of the same transaction or occurrence that is the subject matter of the underlying claim.

Section 7.2. Right to Indemnification in General.

(a) Covered Persons. The corporation may indemnify, and may advance Expenses, to each Covered Person who is, was or is threatened to be made a party or otherwise involved in any Proceeding, as provided in this Article and to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

The indemnification provisions in this Article shall be deemed to be a contract between the corporation and each Covered Person who serves in any Corporate Status at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect, and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such Covered Person.

(b) Employees and Agents. The corporation may, to the extent authorized from time to time by the board of directors, grant indemnification and the advancement of Expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of Expenses of Covered Persons.

Section 7.3. Proceedings Other Than Proceedings by or in the Right of the Corporation. Each Covered Person may be entitled to the rights of indemnification provided in this Section 7.3 if, by reason of such Covered Person's Corporate Status, such Covered Person is, was or is threatened to be made, a party to or is otherwise involved in any Proceeding, other than a Proceeding by or in the right of the corporation. Each Covered Person may be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlements, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such Proceeding or any claim, issue or matter therein, if such Covered Person acted in Good Faith and such Covered Person has not been adjudged during the course of such proceeding to have derived an Improper Personal Benefit from the transaction or occurrence forming the basis of such Proceeding.

Section 7.4. Proceedings by or in the Right of the Corporation. Each Covered Person may be entitled to the rights of indemnification provided in this Section 7.4 if, by reason of such Covered Person's Corporate Status, such Covered Person is, or is threatened to be made, a party to or is otherwise involved in any Proceeding brought by or in the right of the corporation to procure a judgment in its favor. Such Covered Person may be indemnified against Expenses, judgments, penalties, and amounts paid in settlement, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such Proceeding if such Covered Person acted in Good Faith and such Covered Person has not been adjudged during the course of such proceeding to have derived an Improper Personal Benefit from the transaction or occurrence forming the basis of such Proceeding. Notwithstanding the foregoing, no such indemnification shall be made in respect of any claim, issue or matter in such Proceeding as to which such Covered Person shall have been adjudged to be liable to the corporation if applicable law prohibits such indemnification; provided, however, that, if applicable law so permits, indemnification shall nevertheless be made by the corporation in such event if and only to the extent that the Court which is considering the matter shall so determine.

Section 7.5. Indemnification of a Party Who is Wholly or Partly Successful. Notwithstanding any provision of this Article to the contrary, to the extent that a Covered Person is, by reason of such Covered Person's Corporate Status, a party to or is otherwise involved in and is successful, on the merits or otherwise, in any Proceeding, such Covered Person shall be indemnified to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection therewith. If such Covered Person is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the corporation shall indemnify such Covered Person to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 7.5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 7.6. Indemnification for Expenses of a Witness. Notwithstanding any provision of this Article to the contrary, to the extent that a Covered Person is, by reason of such Covered Person's Corporate Status, a witness in any Proceeding, such Covered Person shall be indemnified against all Expenses actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection therewith.

Section 7.7. Advancement of Expenses. Notwithstanding any provision of this Article to the contrary, the corporation may advance all reasonable Expenses which, by reason of a Covered Person's Corporate Status, were incurred by or on behalf of such Covered Person in connection with any Proceeding, within thirty (30) days after the receipt by the corporation of a statement or statements from such Covered Person requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by the Covered Person and shall include or be preceded or accompanied by an undertaking by or on behalf of the Covered Person to repay any Expenses if such Covered Person shall be adjudged to be not entitled to be indemnified against such Expenses. Any advance and undertaking to repay pursuant to this Section 7.7 may be unsecured interest-free, as the corporation sees fit. Advancement of Expenses pursuant to this Section 7.7 shall not require approval of the board of directors or the stockholders of the corporation, or of any other person or body. The secretary of the corporation shall promptly advise the Board in writing of the request for advancement of Expenses, of the amount and other details of the request and of the undertaking to make repayment provided pursuant to this Section 7.7.

Section 7.8. Notification and Defense of Claim. Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim is to be made against the corporation under this Article, notify the corporation of the commencement of the Proceeding. The failure to notify the corporation will not relieve the corporation from any liability which it may have to such Covered Person otherwise than under this Article. With respect to any such Proceedings to which such Covered Person notifies the corporation:

(d) The corporation will be entitled to participate in the defense at its own expense.

(e) Except as otherwise provided below in this subparagraph (b), the corporation (jointly with any other indemnifying party similarly notified) will be entitled to assume the defense with counsel reasonably satisfactory to the Covered Person. After notice from the corporation to the Covered Person of its election to assume the defense of a suit, the corporation will not be liable to the Covered Person under this Article for any legal or other expenses subsequently incurred by the Covered Person in connection with the defense of the Proceeding other than reasonable costs of investigation or as otherwise provided below in this subparagraph (b). The Covered Person shall have the right to employ his own counsel in such Proceeding but the fees and expenses of such counsel incurred after notice from the corporation of its assumption of the defense shall be at the expense of the Covered Person except as provided in this paragraph. The fees and expenses of counsel shall be at the expense of the corporation if (i) the employment of counsel by the Covered Person has been authorized by the corporation, (ii) the Covered Person shall have concluded reasonably that there may be a conflict of interest between the corporation and the Covered Person in the conduct of the defense of such action and such conclusion is confirmed in writing by the corporation's outside counsel regularly employed by it in connection with corporate matters, or (iii) the corporation shall not in fact have employed counsel to assume the defense of such Proceeding. The corporation shall be entitled to participate in, but shall not be entitled to assume the defense of any Proceeding brought by or in the right of the corporation or as to which the Covered Person shall have made the conclusion provided for in (ii) above and such conclusion shall have been so confirmed by the corporation's said outside counsel.

(f) Notwithstanding any provision of this Article to the contrary, the corporation shall not be obligated to indemnify the Covered Person under this Article for any amounts paid in settlement of any Proceeding effected without its written consent. The corporation shall not settle any Proceeding or claim in any manner which would impose any penalty, limitation or disqualification of the Covered Person for any purpose without such Covered Person's written consent. Neither the corporation nor the Covered Person will unreasonably withhold their consent to any proposed settlement.

(d) If it is determined that the Covered Person is entitled to indemnification other than as afforded under subparagraph (b) above, payment to the Covered Person of the additional amounts for which he is to be indemnified shall be made within ten (10) days after such determination.

Section 7.9. Procedures.

(g) Method of Determination. A determination (as provided for by this Article or if required by applicable law in the specific case) with respect to a Covered Person's entitlement to indemnification shall be made either (a) by the board of directors by a majority vote of a quorum consisting of Disinterested directors, or (b) in the event that a quorum of the board of directors consisting of Disinterested directors is not obtainable or, even if obtainable, such quorum of Disinterested directors so directs, by Independent Counsel in a written determination to the board of directors, a copy of which shall be delivered to the Covered Person seeking indemnification, or (c) by the vote of the holders of a majority of the corporation's capital stock outstanding at the time entitled to vote thereon.

(h) Initiating Request. A Covered Person who seeks indemnification under this Article shall submit a Request for Indemnification, including such documentation and information as is reasonably available to such Covered Person and is reasonably necessary to determine whether and to what extent such Covered Person is entitled to indemnification.

(i) Presumptions. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall not presume that the Covered Person is or is not entitled to indemnification under this Article.

(j) Burden of Proof. Each Covered Person shall bear the burden of going forward and demonstrating sufficient facts to support his claim for entitlement to indemnification under this Article. That burden shall be deemed satisfied by the submission of an initial Request for Indemnification pursuant to Section 7.9(b) above.

(k) Effect of Other Proceedings. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Article) of itself adversely affect the right of a Covered Person to indemnification or create a presumption that a Covered Person did not act in Good Faith.

(l) Actions of Others. The knowledge, actions, or failure to act, of any director, officer, employee, agent, trustee or fiduciary of the enterprise whose daily activities the Covered Person was actually responsible for may be imputed to a Covered Person for purposes of determining the right to indemnification under this Article.

Section 7.10. Action by the Corporation. Any action, payment, advance determination other than a determination made pursuant to Section 7.9(a) above, authorization, requirement, grant of indemnification or other action taken by the corporation pursuant to this Article shall be effected exclusively through any Disinterested person so authorized by the board of directors of the corporation, including the president or any vice president of the corporation.

Section 7.11. Non-Exclusivity. The rights of indemnification and to receive advancement of Expenses as provided by this Article shall not be deemed exclusive of any other rights to which a Covered Person may at any time be entitled under applicable law, the Certificate of Incorporation, these By-Laws, any agreement, a vote of stockholders or a resolution of the board of directors, or otherwise. No amendment, alteration, rescission or replacement of this Article or any provision hereof shall be effective as to an Covered Person with respect to any action taken or omitted by such Covered Person in such Covered Person's Corporate Status or with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or to the extent based in part upon any such state of facts existing prior to such amendment, alteration, rescission or replacement.

Section 7.12. Insurance. The corporation may maintain, at its expense, an insurance policy or policies to protect itself and any Covered Person, officer, employee or agent of the corporation or another enterprise against liability arising out of this Article or otherwise, whether or not the corporation would have the power to indemnify any such person against such liability under the Delaware General Corporation Law.

Section 7.13. No Duplicative Payment. The corporation shall not be liable under this Article to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that a Covered Person has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 7.14. Expenses of Adjudication. In the event that any Covered Person seeks a judicial adjudication, or an award in arbitration, to enforce such Covered Person's rights under, or to recover damages for breach of, this Article, the Covered Person shall be entitled to recover from the corporation, and shall be indemnified by the corporation against, any and all expenses (of the types described in the definition of Expenses in Section 7.1 of this Article) actually and reasonably incurred by such Covered Person in seeking such adjudication or arbitration, but only if such Covered Person prevails therein. If it shall be determined in such adjudication or arbitration that the Covered Person is entitled to receive part but not all of the indemnification of expenses sought, the expenses incurred by such Covered Person in connection with such adjudication or arbitration shall be appropriately prorated.

Section 7.15. Severability. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(m) the validity, legality and enforceability of the remaining provisions of this Article (including without limitation, each portion of any Section of this Article containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and

(n) to the fullest extent possible, the provisions of this Article (including, without limitation, each portion of any Section of this Article containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE VIII.

Miscellaneous Provisions

Section 8.1. Certificate of Incorporation. All references in these By-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

Section 8.2. Fiscal Year. Except as from time to time otherwise provided by the board of directors, the fiscal year of the corporation shall end on the 31st of December of each year.

Section 8.3. Corporate Seal. The board of directors shall have the power to adopt and alter the seal of the corporation.

Section 8.4. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes, and other obligations authorized to be executed by an officer of the corporation on its behalf shall be signed by the president or the treasurer except as the board of directors may generally or in particular cases otherwise determine.

Section 8.5. Voting of Securities. Unless the board of directors otherwise provides, the president or the treasurer may waive notice of and act on behalf of this corporation, or appoint another person or persons to act as proxy or attorney in fact for this corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this corporation.

Section 8.6. Evidence of Authority. A certificate by the secretary or any assistant secretary as to any action taken by the stockholders, directors or any officer or representative of the corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action. The exercise of any power which by law, by the Certificate of Incorporation, or by these By-laws, or under any vote of the stockholders or the board of directors, may be exercised by an officer of the corporation only in the event of absence of another officer or any other contingency shall bind the corporation in favor of anyone relying thereon in good faith, whether or not such absence or contingency existed.

Section 8.7. Corporate Records. The original, or attested copies, of the Certificate of Incorporation, By-laws, records of all meetings of the incorporators and stockholders, and the stock transfer books (which shall contain the names of all stockholders and the record address and the amount of stock held by each) shall be kept in Delaware at the principal office of the corporation, or at an office of the corporation, or at an office of its transfer agent or of the secretary or of the assistant secretary, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection of any stockholder for any purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereof or for using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 8.8. Charitable Contributions. The board of directors from time to time may authorize contributions to be made by the corporation in such amounts as it may determine to be reasonable to corporations, trusts, funds or foundations organized and operated exclusively for charitable, scientific or educational purposes, no part of the net earning of which inures to the private benefit of any stockholder or individual.

Section 8.9. Communication of Notices. Any notices required to be given under these By-laws may be given (i) by delivery in person, (ii) by mailing it, postage prepaid, first class, (iii) by mailing it by nationally or internationally recognized second day or faster courier service, (iv) by facsimile transmission, or (v) by electronic transmission, in each case, to the addressee; provided, however that facsimile transmission or electronic transmission may only be used if the addressee has consented to such means.

Section 8.10. Electronic Transmissions. Notwithstanding any reference in these By-laws to written instruments, all notices, meetings, consents and other communications contemplated by these Bylaws may be conducted by means of an electronic transmission, to the extent permitted by law, if specifically authorized by the board of directors of the corporation.

ARTICLE IX.

Amendments

Section 9.1. Amended and Restated By-Laws. These Amended and Restated By-Laws replace in their entirety the By-Laws of the corporation adopted on August 11, 2009.

Section 9.2. Amendment by Stockholders. Prior to the issuance of stock, these By-laws may be amended, altered or repealed by the incorporator(s) by majority vote. After stock has been issued, these By-laws may be amended altered or repealed by the stockholders at any annual or special meeting by vote or a majority of all shares outstanding and entitled to vote, except that where the effect of the amendment would be to reduce any voting requirement otherwise required by law, the Certificate of Incorporation or these By-laws, such amendment shall require the vote that would have been required by such other provision. Notice and a copy of any proposal to amend these By-laws must be included in the notice of meeting of stockholders at which action is taken upon such amendment.

Section 9.3. Amendment by Board of Directors. These By-laws may be amended or altered by the board of directors at a meeting duly called for the purpose by majority vote of the directors then in office, except that directors shall not amend the By-laws in a manner which:

- (o) changes the stockholder voting requirements for any action;
- (p) alters or abolishes any preferential right or right of redemption applicable to a class or series of stock with shares already outstanding;
- (q) alters the provisions of Article IX hereof; or
- (r) permits the board of directors to take any action which under law, the Certificate of Incorporation, or these By-laws is required to be taken by the stockholders.

Any amendment of these By-laws by the board of directors may be altered or repealed by the stockholders at any annual or special meeting of stockholders.

FLYWIRE CORPORATION
(a Delaware corporation)

AMENDED AND RESTATED BYLAWS

As Adopted April 28, 2021 and
As Effective , 2021

TABLE OF CONTENTS

	Page
ARTICLE I STOCKHOLDERS	1
Section 1.1 Annual Meetings	1
Section 1.2 Special Meetings	1
Section 1.3 Notice of Meetings	1
Section 1.4 Adjournments	1
Section 1.5 Quorum	2
Section 1.6 Organization	2
Section 1.7 Voting; Proxies	3
Section 1.8 Fixing Date for Determination of Stockholders of Record	3
Section 1.9 List of Stockholders Entitled to Vote	4
Section 1.10 Inspectors of Elections	5
Section 1.11 Conduct of Meetings	6
Section 1.12 Notice of Stockholder Business; Nominations	6
Section 1.13 Action by Written Consent of Stockholders	14
Section 1.14 Delivery to the Corporation	15
ARTICLE II BOARD OF DIRECTORS	15
Section 2.1 Number; Qualifications	15
Section 2.2 Election; Resignation; Removal; Vacancies	15
Section 2.3 Regular Meetings	15
Section 2.4 Special Meetings	15
Section 2.5 Remote Meetings Permitted	16
Section 2.6 Quorum; Vote Required for Action	16
Section 2.7 Organization	16
Section 2.8 Unanimous Action by Directors in Lieu of a Meeting	16
Section 2.9 Powers	16
Section 2.10 Compensation of Directors	17
Section 2.11 Confidentiality	17
ARTICLE III COMMITTEES	17
Section 3.1 Committees	17
Section 3.2 Committee Rules	17
ARTICLE IV OFFICERS; CHAIRPERSON; LEAD INDEPENDENT DIRECTOR	18
Section 4.1 Generally	18
Section 4.2 Chief Executive Officer	18
Section 4.3 Chairperson of the Board	19
Section 4.4 Lead Independent Director	19
Section 4.5 President	19
Section 4.6 Chief Financial Officer	19
Section 4.7 Treasurer	19
Section 4.8 Vice President	19
Section 4.9 Secretary	20
Section 4.10 Delegation of Authority	20

TABLE OF CONTENTS

	Page
Section 4.11 Removal	20
Section 4.12 Voting Shares in Other Business Entities	20
Section 4.13 Execution of Corporate Contracts and Instruments	20
ARTICLE V STOCK	20
Section 5.1 Certificates; Uncertificated Shares	20
Section 5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares	21
Section 5.3 Other Regulations	21
ARTICLE VI INDEMNIFICATION	21
Section 6.1 Indemnification of Officers and Directors	21
Section 6.2 Advance of Expenses	22
Section 6.3 Non-Exclusivity of Rights	22
Section 6.4 Indemnification Contracts	22
Section 6.5 Right of Indemnitee to Bring Suit	22
Section 6.6 Nature of Rights	23
Section 6.7 Insurance	23
ARTICLE VII NOTICES	24
Section 7.1 Notice	24
Section 7.2 Waiver of Notice	25
ARTICLE VIII INTERESTED DIRECTORS	25
Section 8.1 Interested Directors	25
Section 8.2 Quorum	25
ARTICLE IX MISCELLANEOUS	25
Section 9.1 Fiscal Year	25
Section 9.2 Seal	25
Section 9.3 Form of Records	25
Section 9.4 Reliance Upon Books and Records	26
Section 9.5 Certificate of Incorporation Governs	26
Section 9.6 Severability	26
Section 9.7 Time Periods	26
ARTICLE X AMENDMENT	26

FLYWIRE CORPORATION
(a Delaware corporation)

AMENDED AND RESTATED BYLAWS

As Adopted April 28, 2021 and
As Effective _____, 2021

ARTICLE I
STOCKHOLDERS

Section 1.1 Annual Meetings. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date and time as the Board of Directors (the “**Board**”) of Flywire Corporation (the “**Corporation**”) shall each year fix. The meeting may be held either at a place, within or without the State of Delaware as permitted by the Delaware General Corporation Law (the “**DGCL**”), or by means of remote communication as the Board in its sole discretion may determine. Any other proper business may be transacted at the annual meeting. The Corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 1.2 Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called in the manner set forth in the Amended and Restated Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the “**Certificate of Incorporation**”). The special meeting may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of the meeting. The Corporation may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board.

Section 1.3 Notice of Meetings. Notice of all meetings of stockholders shall be given in writing or by electronic transmission in the manner provided by applicable law (including, without limitation, as set forth in Section 7.1.1 of these Bylaws) stating the date, time and place, if any, of the meeting, the means of remote communication, if any, by which stockholders and proxy holders who are entitled to vote may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting). In the case of a special meeting, such notice shall also set forth the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation, notice of any meeting of stockholders shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 1.4 Adjournments. Notwithstanding Section 1.5 of these Bylaws, the chairperson of the meeting shall have the power to recess or adjourn any meeting of stockholders,

annual or special, to another time, date and place (if any) regardless of whether a quorum is present, at any time and for any reason. Any meeting of stockholders, annual or special, may be adjourned from time to time, and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communication (if any) by which stockholders and proxy holders who are entitled to vote may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided, however*, that if (x) the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting or (y) after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If a quorum is present at the original meeting, it shall also be deemed present at the adjourned meeting. To the fullest extent permitted by law, the Board may postpone, reschedule or cancel at any time and for any reason any previously scheduled special or annual meeting of stockholders before it is to be held, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 1.3 hereof or otherwise, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 1.5 Quorum. Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, at each meeting of stockholders the holders of a majority of the voting power of the shares of stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business; *provided, however*, that where a separate vote by a class or classes or series of stock is required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the shares of such class or classes or series of the stock issued and outstanding and entitled to vote on such matter, present in person or represented by proxy at the meeting, shall constitute a quorum entitled to take action with respect to the vote on such matter. If a quorum shall fail to attend any meeting, the chairperson of the meeting or, if directed to be voted on by the chairperson of the meeting, the holders of a majority of the voting power of the shares entitled to vote who are present in person or represented by proxy at the meeting may adjourn the meeting. Shares of the Corporation's stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided, however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation's stock held by it in a fiduciary capacity and to count such shares for purposes of determining a quorum. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.6 Organization. Meetings of stockholders shall be presided over by (a) such person as the Board may designate, or (b) in the absence of such a person, the Chairperson of the Board, or (c) in the absence of such person, the Lead Independent Director, or, (d) in the absence of such person, the Chief Executive Officer of the Corporation, or (e) in the absence of such person, the President of the Corporation, or (f) in the absence of such person, by a Vice President. The Secretary of the Corporation shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 Voting; Proxies. Each stockholder of record entitled to vote at a meeting of stockholders, or to take corporate action by written consent without a meeting, may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, at all meetings of stockholders for the election of directors at which a quorum is present, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. At all meetings of stockholders at which a quorum is present, unless a different or minimum vote is required by applicable law, rule or regulation applicable to the Corporation or its securities, the rules or regulations of any stock exchange applicable to the Corporation, the Certificate of Incorporation or these Bylaws, in which case such different or minimum vote shall be the applicable vote on the matter, every matter other than the election of directors shall be decided by the affirmative vote of the holders of a majority of the voting power of the shares of stock entitled to vote on such matter that are present in person or represented by proxy at the meeting and are voted for or against the matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each class or series, the holders of a majority of the voting power of the shares of stock of that class or series present in person or represented by proxy at the meeting voting for or against such matter).

Section 1.8 Fixing Date for Determination of Stockholders of Record.

1.8.1 **Meetings.** In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

1.8.2 **Stockholder Action by Written Consent.** If stockholders are permitted to act by written consent pursuant to the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution

fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board pursuant to the first sentence of this Section 1.8.2, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting (if stockholders are permitted to act by written consent pursuant to the Certificate of Incorporation), when no prior action by the Board is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or to any officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the Board pursuant to the first sentence of this Section 1.8.2, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting if prior action by the Board is required by applicable law shall be at the close of business on the date on which the Board adopts the resolution taking such prior action.

1.8.3 **Meetings.** In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than sixty (60) days prior to such action. If no such record date is fixed by the Board, then the record date for determining stockholders for any such purpose shall be at 5:00 p.m. New York Time on the day on which the Board adopts the resolution relating thereto.

Section 1.9 List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting (*provided, however,* if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (a) on a reasonably accessible electronic network as permitted by applicable law (*provided* that the information required to gain access to the list is provided with the notice of the meeting), or (b) during ordinary business hours, at the principal place of business of the Corporation. If the meeting is held at a location where stockholders may attend in person, a list of stockholders entitled to vote at the meeting shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to determine who are holders of Voting Common Stock and entitled to vote in person or by proxy at any meeting of stockholders.

Section 1.10 Inspectors of Elections.

1.10.1 Applicability. Unless otherwise required by the Certificate of Incorporation or by applicable law, the following provisions of this Section 1.10 shall apply only if and when the Corporation has a class of voting stock that is: (a) listed on a national securities exchange; (b) authorized for quotation on an interdealer quotation system of a registered national securities association; or (c) held of record by more than two thousand (2,000) stockholders. In all other cases, observance of the provisions of this Section 1.10 shall be optional, and at the discretion of the Board.

1.10.2 Appointment. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting.

1.10.3 Inspector's Oath. Each inspector of election, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability.

1.10.4 Duties of Inspectors. At a meeting of stockholders, the inspectors of election shall (a) ascertain the number of shares outstanding and the voting power of each share, (b) determine the shares represented at a meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period of time a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

1.10.5 Opening and Closing of Polls. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced by the chairperson of the meeting at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

1.10.6 Determinations. In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in connection with proxies pursuant to Section 211(a)(2)b.(i) of the DGCL, or in accordance with Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to this Section 1.10 shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 1.11 Conduct of Meetings. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants; (vi) restricting the use of audio/video recording devices and cell phones; and (vii) complying with any state and local laws and regulations concerning safety and security. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.12 Notice of Stockholder Business; Nominations.

1.12.1 Annual Meeting of Stockholders.

(a) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only: (i) pursuant to the Corporation's notice of such meeting (or any supplement thereto), (ii) by or at the direction of the Board or any committee thereof or (iii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of the notice provided for in this Section 1.12 (the "**Record Stockholder**"), who is entitled to vote at such meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. For the avoidance of doubt, the foregoing clause (iii) shall be the exclusive means for a stockholder to make nominations or propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "**Exchange Act**")), at an annual meeting of stockholders, and such stockholder must fully comply with the notice and other procedures set forth in this Section 1.12 to make such nominations or propose business before an annual meeting.

(b) For nominations or other business to be properly brought before an annual meeting by a Record Stockholder pursuant to Section 1.12.1(a) of these Bylaws:

(i) the Record Stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and provide any updates or supplements to such notice at the times and in the forms required by this Section 1.12;

(ii) such other business (other than the nomination of persons for election to the Board) must otherwise be a proper matter for stockholder action;

(iii) if the Proposing Person (as defined below) has provided the Corporation with a Solicitation Notice (as defined below), such Proposing Person must, in the case of a proposal other than the nomination of persons for election to the Board, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such Record Stockholder, and must, in either case, have included in such materials the Solicitation Notice; and

(iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section 1.12, the Proposing Person proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 1.12. To be timely, a Record Stockholder's notice must be delivered to the Secretary at the principal executive offices of the Corporation not later than 5:00 p.m. New York Time on the ninetieth (90th) day nor earlier than 5:00 p.m. New York Time on the one hundred and twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock (as defined in the Certificate of Incorporation) are first publicly traded, be deemed to have occurred on June 8, 2021); *provided, however*, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the Record Stockholder to be timely must be so delivered (A) no earlier than 5:00 p.m. New York Time on the one hundred and twentieth (120th) day prior to such annual meeting and (B) no later than 5:00 p.m. New York Time on the later of the ninetieth (90th) day prior to such annual meeting or 5:00 p.m. New York Time on the tenth (10th) day following the day on which Public Announcement (as defined below) of the date of such meeting is first made by the Corporation. In no event shall an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for providing the Record Stockholder's notice.

(c) As to each person whom the Record Stockholder proposes to nominate for election or reelection as a director, in addition to the matters set forth in paragraph (e) below, such Record Stockholder's notice shall set forth:

(i) the name, age, business address and residence address of such person;

- (ii) the principal occupation or employment of such nominee;
 - (iii) the class, series and number of any shares of stock of the Corporation that are beneficially owned or owned of record by such person or any Associated Person (as defined in Section 1.12.4(c));
 - (iv) the date or dates such shares were acquired and the investment intent of such acquisition;
 - (v) all other information relating to such person that would be required to be disclosed in solicitations of proxies for election of directors in an election contest (even if an election contest is not involved), or would be otherwise required, in each case pursuant to and in accordance with Section 14(a) (or any successor provision) under the Exchange Act and the rules and regulations thereunder;
 - (vi) such person's written consent to being named in the Corporation's proxy statement as a nominee, to the public disclosure of information regarding or related to such person provided to the Corporation by such person or otherwise pursuant to this Section 1.12 and to serving as a director if elected;
 - (vii) whether such person meets the independence requirements of the stock exchange upon which the Corporation's Class A Common Stock (or Common Stock) is primarily traded;
 - (viii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among such Proposing Person or any of its respective affiliates and associates, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, on the other hand, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the Proposing Person or any of its respective affiliates and associates were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and
 - (ix) a completed and signed questionnaire, representation and agreement required by Section 1.12.2 of these Bylaws.
- (d) As to any business other than the nomination of a director or directors that the Record Stockholder proposes to bring before the meeting, in addition to the matters set forth in paragraph (e) below, such Record Stockholder's notice shall set forth:
- (i) brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the text of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such Proposing Person, including any anticipated benefit to any Proposing Person therefrom; and

(ii) description of all agreements, arrangements and understandings between or among any such Proposing Person and any of its respective affiliates or associates, on the one hand, and any other person or persons, on the other hand, (including their names) in connection with the proposal of such business by such Proposing Person;

(e) As to each Proposing Person giving the notice, such Record Stockholder's notice shall set forth:

(i) the current name and address of such Proposing Person, including, if applicable, their name and address as they appear on the Corporation's stock ledger, if different;

(ii) the class or series and number of shares of stock of the Corporation that are directly or indirectly owned of record or beneficially owned by such Proposing Person, including any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future;

(iii) whether and the extent to which any derivative interest in the Corporation's equity securities (including without limitation any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of shares of the Corporation or otherwise, and any cash-settled equity swap, total return swap, synthetic equity position or similar derivative arrangement (any of the foregoing, a "**Derivative Instrument**"), as well as any rights to dividends on the shares of any class or series of shares of the Corporation that are separated or separable from the underlying shares of the Corporation) or any short interest in any security of the Corporation (for purposes of this Bylaw a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any increase or decrease in the value of the subject security, including through performance-related fees) is held directly or indirectly by or for the benefit of such Proposing Person, including without limitation whether and the extent to which any ongoing hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including without limitation any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such Proposing Person with respect to any share of stock of the Corporation (any of the foregoing, a "**Short Interest**");

(iv) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Proposing Person or any of its respective affiliates or associates is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;

(v) any direct or indirect material interest in any material contract or agreement with the Corporation, any affiliate of the Corporation or any Competitor (as defined below) (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement);

(vi) any significant equity interests or any Derivative Instruments or Short Interests in any Competitor held by such Proposing Person and/or any of its respective affiliates or associates;

(vii) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation or any Competitor, on the other hand;

(viii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such Proposing Person and/or any of its respective affiliates or associates;

(ix) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) (or any successor provision) under the Exchange Act and the rules and regulations thereunder;

(x) such Proposing Person's written consent to the public disclosure of information provided to the Corporation pursuant to this Section 1.12;

(xi) a complete written description of any agreement, arrangement or understanding (whether oral or in writing) (including any knowledge that another person or entity is Acting in Concert (as defined in Section 1.12.4(c)) with such Proposing Person) between or among such Proposing Person, any of its respective affiliates or associates and any other person Acting in Concert with any of the foregoing persons;

(xii) a representation that the Record Stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination;

(xiii) a representation whether such Proposing Person intends (or is part of a group that intends) to deliver a proxy statement or form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent being a "**Solicitation Notice**"); and

(xiv) any proxy, contract, arrangement, or relationship pursuant to which the Proposing Person has a right to vote, directly or indirectly, any shares of any security of the Corporation.

The disclosures to be made pursuant to the foregoing clauses (ii), (iii), (iv) and (vi) shall not include any information with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

(f) A stockholder providing written notice required by this Section 1.12 shall update such notice in writing, if necessary, so that the information provided or required to be provided in such notice is true and correct in all material respects as of (i) the record date for determining the stockholders entitled to notice of the meeting and (ii) 5:00 p.m. New York Time on the tenth (10th) business day prior to the meeting or any adjournment or postponement thereof. In the case of an update pursuant to clause (i) of the foregoing sentence, such update shall be received by the Secretary of the Corporation at the principal executive office of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to notice of the meeting, and in the case of an update and supplement pursuant to clause (ii) of the foregoing sentence, such update and supplement shall be received by the Secretary of the Corporation at the principal executive office of the Corporation not later than eight (8) business days prior to the date for the meeting, and, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed). For the avoidance of doubt, the obligation to update as set forth in this paragraph shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or nomination or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of the stockholders.

(g) Notwithstanding anything in Section 1.12 or any other provision of the Bylaws to the contrary, any person who has been determined by a majority of the Whole Board to have violated Section 2.11 of these Bylaws or a Board Confidentiality Policy (as defined below) while serving as a director of the Corporation in the preceding five (5) years shall be ineligible to be nominated or be qualified to serve as a member of the Board, absent a prior waiver for such nomination or qualification approved by two-thirds of the Whole Board.

1.12.2 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee of any stockholder for election or reelection as a director of the Corporation, the person proposed to be nominated must deliver (in accordance with the time periods prescribed for delivery of notice under Section 1.12 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a completed and signed questionnaire in the form required by the Corporation (which form the stockholder shall request in writing from the Secretary of the Corporation and which the Secretary shall provide to such stockholder within ten days of receiving such request) with respect to the background and qualification of such person to serve as a director of the Corporation and the background of any other person or entity on whose behalf, directly or indirectly, the nomination is being made and a signed representation and agreement (in the form available from the Secretary upon written request) that such person: (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "**Voting Commitment**")

that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any Compensation Arrangement (as defined below) that has not been disclosed therein, (c) if elected as a director of the Corporation, will comply with all informational and similar requirements of applicable insurance policies and laws and regulations in connection with service or action as a director of the Corporation, (d) if elected as a director of the Corporation, will comply with all corporate governance, conflict of interest, stock ownership requirements, confidentiality and trading policies and guidelines of the Corporation publicly disclosed from time to time, (e) if elected as a director of the Corporation, will act in the best interests of the Corporation and its stockholders and not in the interests of individual constituencies, (f) consents to being named as a nominee in the Corporation's proxy statement pursuant to Rule 14a-4(d) under the Exchange Act and any associated proxy card of the Corporation and agrees to serve if elected as a director and (g) intends to serve as a director for the full term for which such individual is to stand for election.

1.12.3 Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of such meeting (a) by or at the direction of the Board or any committee thereof or (b) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice of the special meeting, who shall be entitled to vote at the meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by Section 1.12.1(b) of these Bylaws shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation (i) no earlier than the one hundred and twentieth (120th) day prior to such special meeting and (ii) no later than 5:00 p.m. New York Time on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for providing such notice.

1.12.4 General.

(a) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 1.12 shall be eligible to be elected at a meeting of stockholders and serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.12. Except as otherwise provided by law or these Bylaws, the chairperson of the meeting shall have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.12 and, if any proposed

nomination or business is not in compliance herewith, to declare that such defective proposal or nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 1.12, unless otherwise required by law, if the stockholder (or a Qualified Representative of the stockholder (as defined below)) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(b) Notwithstanding the foregoing provisions of this Section 1.12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 1.12 shall be deemed to affect any rights of (a) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (b) the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

1.12.5 For purposes of these Bylaws the following definitions shall apply:

(A) a person shall be deemed to be "**Acting in Concert**" with another person if such person knowingly acts (whether or not pursuant to an express agreement, arrangement or understanding) in concert with, or toward a common goal relating to the management, governance or control of the Corporation in substantial parallel with, such other person where (1) each person is conscious of the other person's conduct or intent and this awareness is an element in their decision-making processes and (2) at least one additional factor suggests that such persons intend to act in concert or in substantial parallel, which such additional factors may include, without limitation, exchanging information (whether publicly or privately), attending meetings, conducting discussions or making or soliciting invitations to act in concert or in substantial parallel; provided that a person shall not be deemed to be Acting in Concert with any other person solely as a result of the solicitation or receipt of revocable proxies or consents from such other person in response to a solicitation made pursuant to, and in accordance with, Section 14(a) (or any successor provision) of the Exchange Act by way of a proxy or consent solicitation statement filed on Schedule 14A. A person Acting in Concert with another person shall be deemed to be Acting in Concert with any third party who is also Acting in Concert with such other person;

(B) "**affiliate**" and "**associate**" shall have the meanings ascribed thereto in Rule 405 under the Securities Act of 1933, as amended (the "**Securities Act**"); provided, however, that the term "partner" as used in the definition of "associate" shall not include any limited partner that is not involved in the management of the relevant partnership;

(C) "**Associated Person**" shall mean with respect to any subject stockholder or other person (including any proposed nominee) (1) any person directly or indirectly controlling, controlled by or under common control with such stockholder or other person, (2) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder or other person, (3) any associate of such stockholder or other person, and (4) any person directly or indirectly controlling, controlled by or under common control or Acting in Concert with any such Associated Person;

(D) “**Compensation Arrangement**” shall mean any direct or indirect compensatory payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation, including any agreement, arrangement or understanding with respect to any direct or indirect compensation, reimbursement or indemnification in connection with candidacy, nomination, service or action as a nominee or as a director of the Corporation;

(E) “**Competitor**” shall mean any entity that provides products or services that compete with or are alternatives to the principal products produced or services provided by the Corporation or its affiliates;

(F) “**Proposing Person**” shall mean (1) the Record Stockholder providing the notice of business proposed to be brought before an annual meeting or nomination of persons for election to the Board at a stockholder meeting, (2) the beneficial owner or beneficial owners, if different, on whose behalf the notice of business proposed to be brought before the annual meeting or nomination of persons for election to the Board at a stockholder meeting is made, and (3) any Associated Person on whose behalf the notice of business proposed to be brought before the annual meeting or nomination of persons for election to the Board at a stockholder meeting is made;

(G) “**Public Announcement**” shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; and

(H) to be considered a “**Qualified Representative**” of a stockholder, a person must be a duly authorized officer, manager, trustee or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as a proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at the meeting. The Secretary of the Corporation, or any other person who shall be appointed to serve as secretary of the meeting, may require, on behalf of the Corporation, reasonable and appropriate documentation to verify the status of a person purporting to be a “Qualified Representative” for purposes hereof.

Section 1.13 Action by Written Consent of Stockholders. Until the Voting Threshold Date (as defined in the Certificate of Incorporation) and subject to any other restrictions in the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents setting forth the action so taken shall be signed by the holders of outstanding stock entitled to vote on such action having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the Corporation’s registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 1.14 Delivery to the Corporation. Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), unless the Corporation elects otherwise, such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered.

ARTICLE II BOARD OF DIRECTORS

Section 2.1 Number; Qualifications. The total number of directors constituting the Whole Board shall be fixed from time to time in the manner set forth in the Certificate of Incorporation and the term "Whole Board" shall have the meaning specified in the Certificate of Incorporation. No decrease in the authorized number of directors constituting the Whole Board shall shorten the term of any incumbent director. Directors need not be stockholders of the Corporation.

Section 2.2 Election; Resignation; Removal; Vacancies. Election of directors need not be by written ballot. Unless otherwise provided by the Certificate of Incorporation and subject to the special rights of holders of any series of Preferred Stock to elect directors, immediately following the Voting Threshold Date (as defined in the Certificate of Incorporation), the Board shall be divided into three classes, designated as Class I, Class II and Class III. The number of directors in each class shall be divided as nearly equal as is practicable. Each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Any director may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at a later time or upon the happening of an event. Subject to the special rights of holders of any series of Preferred Stock to elect directors, directors may be removed only as provided by the Certificate of Incorporation and applicable law. All vacancies occurring in the Board and any newly created directorships resulting from any increase in the authorized number of directors shall be filled in the manner set forth in the Certificate of Incorporation.

Section 2.3 Regular Meetings. Regular meetings of the Board may be held at such places, within or without the State of Delaware, and at such times as the Board may from time to time determine. Notice of regular meetings need not be given if the date, times and places thereof are fixed by resolution of the Board.

Section 2.4 Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board, the Chief Executive Officer, the Lead Independent Director or a majority

of the members of the Board then in office and may be held at any time, date or place, within or without the State of Delaware, as the person or persons calling the meeting shall fix. Notice of the time, date and place of such meeting shall be given, orally, in writing or by electronic transmission (including electronic mail), by the person or persons calling the meeting to all directors at least four (4) days before the meeting if the notice is mailed, or at least twenty-four (24) hours before the meeting if such notice is given by telephone, hand delivery, telegram, telex, mailgram, facsimile, electronic mail or other means of electronic transmission; *provided, however*, that if, under the circumstances, the Chairperson of the Board, the Lead Independent Director or the Chief Executive Officer calling a special meeting deems that more immediate action is necessary or appropriate, notice may be delivered on the day of such special meeting. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting.

Section 2.5 Remote Meetings Permitted. Members of the Board, or any committee of the Board, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 2.6 Quorum; Vote Required for Action. At all meetings of the Board, directors representing a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time. Except as otherwise provided herein or in the Certificate of Incorporation, or required by law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 2.7 Organization. Meetings of the Board shall be presided over by (a) the Chairperson of the Board, or (b) in the absence of such person, the Lead Independent Director, or (c) in such person's absence, by the Chief Executive Officer, or (d) in such person's absence, by a chairperson chosen by the Board at the meeting. Unless otherwise determined by the Board, the Secretary shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 Unanimous Action by Directors in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and any consent may be documented, signed and delivered in any manner permitted by Section 116 of the DGCL. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board or committee, as applicable. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.9 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 2.10 Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board.

Section 2.11 Confidentiality. Each director shall maintain the confidentiality of, and shall not share with any third party person or entity (including third parties that originally sponsored, nominated or designated such director (the “*Sponsoring Party*”)), any non-public information learned in their capacities as directors, including communications among Board members in their capacities as directors. The Board may adopt a board confidentiality policy further implementing and interpreting this bylaw (a “*Board Confidentiality Policy*”). All directors are required to comply with this bylaw and any such Board Confidentiality Policy unless such director or the Sponsoring Party for such director has entered into a specific written agreement with the Corporation, in either case as approved by the Board, providing otherwise with respect to such confidential information.

ARTICLE III COMMITTEES

Section 3.1 Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving, adopting, or recommending to the stockholders any action or matter (other than the election or removal of members of the Board) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation.

Section 3.2 Committee Rules. Each committee shall keep records of its proceedings and make such reports as the Board may from time to time request. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws or the resolution of the Board designating the committee, any committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and may delegate to any such subcommittee any or all of the powers and authority of the committee.

**ARTICLE IV
OFFICERS; CHAIRPERSON; LEAD INDEPENDENT DIRECTOR**

Section 4.1 Generally. The officers of the Corporation shall consist of a Chief Executive Officer (who may be the Chairperson of the Board or the President), a President, a Secretary and a Treasurer and may consist of such other officers, including, without limitation, a Chief Financial Officer, and one or more Vice Presidents, as may from time to time be appointed by the Board. All officers shall be elected by the Board; *provided, however*, that the Board may empower the Chief Executive Officer of the Corporation to appoint any officer other than the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer. Except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws, each officer shall hold office until such officer's successor is duly elected and qualified or until such officer's earlier resignation, death, disqualification or removal. Any number of offices may be held by the same person. Any officer may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board and the Board may, in its discretion, leave unfilled, for such period as it may determine, any offices. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is duly elected and qualified or until such officer's earlier resignation, death, disqualification or removal.

Section 4.2 Chief Executive Officer. Subject to the control of the Board and such supervisory powers, if any, as may be given by the Board, the powers and duties of the Chief Executive Officer of the Corporation are:

- (a) to act as the general manager and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Corporation;
- (b) subject to Section 1.6 of these Bylaws, to preside at all meetings of the stockholders;
- (c) subject to Section 1.2 of these Bylaws, to call special meetings of the stockholders to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper; and
- (d) to affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for shares of stock of the Corporation (if any); and, subject to the direction of the Board, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

The person holding the office of President shall be the Chief Executive Officer of the Corporation unless the Board shall designate another officer to be the Chief Executive Officer.

Section 4.3 Chairperson of the Board. Subject to the provisions of Section 2.7 of these Bylaws, the Chairperson of the Board shall have the power to preside at all meetings of the Board and shall have such other powers and duties as provided in these Bylaws and as the Board may from time to time prescribe. The Chairperson of the Board may or may not be an officer of the Corporation.

Section 4.4 Lead Independent Director. The Board may, in its discretion, elect a lead independent director from among its members that are Independent Directors (as defined below) (such director, the "**Lead Independent Director**"). The Lead Independent Director shall preside at all meetings at which the Chairperson of the Board is not present and shall exercise such other powers and duties as may from time to time be assigned to him or her by the Board or as prescribed by these Bylaws. For purposes of these Bylaws, "**Independent Director**" has the meaning ascribed to such term under the rules of the exchange upon which the Corporation's Class A Common Stock is primarily traded.

Section 4.5 President. The person holding the office of Chief Executive Officer shall be the President of the Corporation unless the Board shall have designated one individual as the President and a different individual as the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is an officer other than the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairperson of the Board, and/or to any other officer, the President shall have the responsibility for the general management and control of the business and affairs of the Corporation and the general supervision and direction of all of the officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President or that are delegated to the President by the Board.

Section 4.6 Chief Financial Officer. The person holding the office of Chief Financial Officer shall be the Treasurer of the Corporation unless the Board shall have designated another officer as the Treasurer of the Corporation. Subject to the direction of the Board and the Chief Executive Officer, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.7 Treasurer. The person holding the office of Treasurer shall have custody of all monies and securities of the Corporation. The Treasurer shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties and have such other powers as are commonly incident to the office of Treasurer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.8 Vice President. Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President or that are delegated to him or her by the Board or the Chief Executive Officer. A Vice President may be designated by the Board to perform the duties and exercise the powers of the Chief Executive Officer or President in the event of the Chief Executive Officer's or President's absence or disability.

Section 4.9 Secretary. The Secretary shall issue or cause to be issued all authorized notices for, and shall keep, or cause to be kept, minutes of all meetings of the stockholders and the Board. The Secretary shall have charge of the corporate minute books and similar records and shall perform such other duties and have such other powers as are commonly incident to the office of Secretary, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.10 Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer of the Corporation to any other officers or agents of the Corporation, notwithstanding any provision hereof.

Section 4.11 Removal. Any officer of the Corporation shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board; *provided* that if the Board has empowered the Chief Executive Officer to appoint any officer of the Corporation, then such officer may also be removed by the Chief Executive Officer. Such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

Section 4.12 Voting Shares in Other Business Entities. The Chairperson, the CEO, the President, if any is appointed, any vice president, the CFO, the Secretary or assistant secretary of the Corporation, or any other person authorized by the Board of Directors may vote, and otherwise exercise on behalf of the Corporation any and all rights and powers incident to the ownership of, any and all shares of stock or other equity interest held by the Corporation in any other corporation or other business entity. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

Section 4.13 Execution of Corporate Contracts and Instruments. The Board of Directors, except as otherwise provided in these Bylaws, shall designate the officers, employees and agents of the Corporation who shall have power to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such delegation may be by resolution or otherwise and the authority granted shall be general or confined to specific matters, all as the Board of Directors or any such committee may determine. In the absence of such designation referred to in the first sentence of this Section 4.13, the officers of the Corporation shall have such power so referred to, to the extent incident to the normal performance of their duties.

ARTICLE V STOCK

Section 5.1 Certificates; Uncertificated Shares. The shares of capital stock of the Corporation shall be uncertificated shares; *provided, however,* that the resolution of the Board that the shares of capital stock of the Corporation shall be uncertificated shares shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation (or the transfer agent or registrar, as the case may be). Notwithstanding the foregoing, the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be certificated shares. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation, by any two authorized officers of the Corporation (it being understood that each of the Chairperson of the Board, the Vice-Chairperson of the Board, the Chief Executive Officer, the President, any Vice President, the Treasurer, any

Assistant Treasurer, the Secretary, and any Assistant Secretary shall be an authorized officer for such purpose), representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.3 Other Regulations. Subject to applicable law, the Certificate of Incorporation and these Bylaws, the issue, transfer, conversion and registration of shares represented by certificates and of uncertificated shares shall be governed by such other regulations as the Board may establish.

ARTICLE VI INDEMNIFICATION

Section 6.1 Indemnification of Officers and Directors. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, legislative or any other type whatsoever (a "**Proceeding**"), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a director or officer of the Corporation or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (for purposes of this Article VI, an "**Indemnitee**"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith, provided such Indemnitee acted in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. Such indemnification shall continue as to an Indemnitee who has ceased to be a director or officer of the Corporation and shall inure to the benefit of such Indemnitees' heirs, executors and administrators. Notwithstanding the foregoing, subject to Section 6.5 of these

Bylaws, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board.

Section 6.2 Advance of Expenses. The Corporation shall pay all expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; *provided, however*, that if the DGCL then so requires, the advancement of such expenses shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay such amounts if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise.

Section 6.3 Non-Exclusivity of Rights. The rights conferred on any person in this Article VI shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote or consent of stockholders or disinterested directors, or otherwise. Additionally, nothing in this Article VI shall limit the ability of the Corporation, in its discretion, to indemnify or advance expenses to persons whom the Corporation is not obligated to indemnify or advance expenses pursuant to this Article VI.

Section 6.4 Indemnification Contracts. The Board is authorized to cause the Corporation to enter into indemnification contracts with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing indemnification or advancement rights to such person. Such rights may be greater than those provided in this Article VI.

Section 6.5 Right of Indemnitee to Bring Suit. The following shall apply to the extent not in conflict with any indemnification contract provided for in Section 6.4 of these Bylaws.

6.5.1 **Right to Bring Suit.** If a claim under Section 6.1 or 6.2 of these Bylaws is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid, to the fullest extent permitted by law, the expense of prosecuting or defending such suit. In any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the Indemnitee has not met any applicable standard of conduct which makes it permissible under the DGCL (or other applicable law) for the Corporation to indemnify the Indemnitee for the amount claimed.

6.5.2 **Effect of Determination.** The absence of a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law shall not create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

6.5.3 **Burden of Proof.** In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI, or otherwise, shall be on the Corporation.

Section 6.6 Nature of Rights. The rights conferred upon Indemnitees in this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. Any amendment, repeal or modification of any provision of this Article VI that adversely affects any right of an Indemnitee or an Indemnitee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VI with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, repeal or modification. Any reference to an officer of the Corporation in this Article VI shall be deemed to refer exclusively to the Chief Executive Officer, President, Treasurer, Chief Financial Officer, and Secretary of the Corporation appointed pursuant to Article IV of these Bylaws, and to any Vice President, Assistant Secretary, Assistant Treasurer or other officer of the Corporation appointed by the Board of Directors or by the Chief Executive Officer pursuant to Article IV of these Bylaws, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, but not an officer thereof as described in the preceding sentence, has been given or has used the title of "Vice President" or any other title that could be construed to suggest or imply that such person is or may be such an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall not result in such person being constituted as, or being deemed to be, such an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise for purposes of this Article VI.

Section 6.7 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

**ARTICLE VII
NOTICES**

Section 7.1 Notice.

7.1.1 Form and Delivery. Except as otherwise specifically required in these Bylaws (including, without limitation, Section 7.1.2 of these Bylaws) or by applicable law, all notices required to be given pursuant to these Bylaws may (a) in every instance in connection with any delivery to a member of the Board, be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by overnight express courier, facsimile, electronic mail or other form of electronic transmission and (b) be effectively delivered to a stockholder when given by hand delivery, by depositing such notice in the mail, postage prepaid, or by courier service or electronic mail in the manner provided in Section 232 of the DGCL or, if specifically consented to by the stockholder as described in Section 7.1.2 of these Bylaws, by sending such notice by a form of electronic transmission other than electronic mail in the manner prescribed by Section 232 of the DGCL. Any such notice shall be addressed to the person to whom notice is to be given at such person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (b) in the case of delivery by mail, upon deposit in the mail, (c) in (i) the case of delivery by overnight express courier to a director, when dispatched or (ii) the case of delivery by courier service to a stockholder, the earlier of when the notice is received or left at such stockholder's address, and (d) in (i) the case of delivery by electronic mail, when directed to the director's or stockholder's electronic mail address unless, in the case of a stockholder, the stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the last sentence of Section 7.1.2 of these Bylaws or (ii) the case of delivery via facsimile or other form of electronic transmission (other than electronic mail) at the time provided in Section 7.1.2 of these Bylaws.

7.1.2 Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission (other than electronic mail) consented to by the stockholder to whom the notice is given in accordance with Section 232 of the DGCL. Notice given pursuant to this Section 7.1.2 shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iii) if by any other form of electronic transmission (other than electronic mail), when directed to the stockholder. Notwithstanding the foregoing, a notice may not be given to stockholders by an electronic transmission from and after the time that (a) the Corporation is unable to deliver by such electronic transmission two (2) consecutive notices given by the Corporation, (b) such inability becomes known to the Secretary or an Assistant Secretary or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

7.1.3 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 7.2 Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE VIII INTERESTED DIRECTORS

Section 8.1 Interested Directors. No contract or transaction between the Corporation and one or more of its members of the Board or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are members of the board of directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders.

Section 8.2 Quorum. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

ARTICLE IX MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 9.2 Seal. The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 9.3 Form of Records. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of any other information storage

device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases), electronic or otherwise, *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time and otherwise comply with the DGCL. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 9.4 Reliance Upon Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon the books and records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 9.5 Certificate of Incorporation Governs. In the event of any conflict between the provisions of the Certificate of Incorporation and Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 9.6 Severability. If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

Section 9.7 Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X AMENDMENT

Notwithstanding any other provision of these Bylaws, any alteration, amendment or repeal of these Bylaws, and any adoption of new Bylaws, shall require the approval of the Board or the stockholders of the Corporation as expressly provided in the Certificate of Incorporation.

**CERTIFICATION OF AMENDED AND RESTATED BYLAWS
OF
FLYWIRE CORPORATION**

(a Delaware corporation)

I, Peter Butterfield certify that I am Secretary of Flywire Corporation, a Delaware corporation (the "**Corporation**"), that I am duly authorized to make and deliver this certification, that the attached Bylaws are a true and complete copy of the Restated Bylaws of the Corporation in effect as of the date of this certificate.

Dated: , 2021

Peter Butterfield
Secretary

SEVENTH AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT
OF
FLYWIRE CORPORATION
Dated as of February 23, 2021

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions	1
2. Registration Rights	7
2.1 Demand Registration	7
2.2 Company Registration	9
2.3 Underwriting Requirements	9
2.4 Obligations of the Company	11
2.5 Furnish Information	13
2.6 Expenses of Registration	13
2.7 Delay of Registration	14
2.8 Indemnification	14
2.9 Reports Under Exchange Act	16
2.10 Limitations on Subsequent Registration Rights	17
2.11 "Market Stand-off" Agreement	17
2.12 Restrictions on Transfer	18
2.13 Termination of Registration Rights	20
3. Information Rights	21
3.1 Delivery of Financial Statements	21
3.2 Inspection	23
3.3 Termination of Information	23
3.4 Confidentiality	23
4. Rights to Future Stock Issuances	24
4.1 Right of First Offer	24
4.2 Termination	26
5. Additional Covenants	26
5.1 Insurance	26
5.2 Employee Agreements	26
5.3 Employee Stock	26
5.4 [Reserved.]	
5.5 Board Matters	27
5.6 Successor Indemnification	27
5.7 Observation Rights	28

5.8	Notice of Licensing	29
5.9	FCPA	29
5.10	Notification of Certain Events	30
5.11	Termination of Covenants	30
5.12	Regulated Investor Restructuring	30
5.13	Right to Conduct Activities; Disclaimer of Duties	32
5.14	Other Regulated Investor Matters	32
6.	Miscellaneous	33
6.1	Successors and Assigns	33
6.2	Governing Law	34
6.3	Counterparts	34
6.4	Titles and Subtitles	34
6.5	Notices	34
6.6	Amendments and Waivers	35
6.7	Severability	36
6.8	Aggregation of Stock	36
6.9	Additional Investors	36
6.10	Entire Agreement	37
6.11	Dispute Resolution	37
6.12	Delays or Omissions	37
6.13	Acknowledgment	38
6.14	Amendment and Restatement of Prior Agreement	38

Schedule A - Schedule of Investors

**SEVENTH AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT**

THIS SEVENTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "**Agreement**") is made as of February 23, 2021, by and among Flywire Corporation (f/k/a peerTransfer Corporation), a Delaware corporation (the "**Company**"), each of the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Investor**," and any Additional Purchaser (as defined in the Purchase Agreement) that becomes a party to this Agreement in accordance with Subsection 6.9 hereof.

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") hold shares of the Company's Series A Preferred Stock, Series B Preferred Stock, Series B1 Preferred Stock, Series B1-NV Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E-1 Preferred Stock or Series E-2 Preferred Stock and possess registration rights, information rights, rights of first offer, and other rights pursuant to a Sixth Amended and Restated Investors' Rights Agreement dated as of February 12, 2020 between and among the Company and such Investors (the "**Prior Agreement**");

WHEREAS, the Existing Investors executing this Agreement are holders of a majority of the Registrable Securities (other than shares of Series E-2 Preferred Stock) (voting as a single class and on an as-converted basis) outstanding (as each such term is defined in the Prior Agreement) (the "**Required Prior Holders**"), and desire to amend and restate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, certain of the Investors are parties to that certain Series F Preferred Stock Purchase Agreement of even date herewith between the Company and certain of the Investors (as amended, modified, supplemented or restated from time to time in accordance with the terms therewith, the "**Purchase Agreement**"), under which the Company's and such Investors' obligations are conditioned upon the execution and delivery of this Agreement by the Required Prior Holders, and the Company.

NOW, THEREFORE, the parties hereby agree that the Prior Agreement shall be amended and restated in its entirety as follows:

1. **Definitions**. For purposes of this Agreement:

1.1 "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, limited partner, member, managing member, officer, employee or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person. For purposes of this definition, the term "control" when used with respect to any Person shall mean the power to direct the

management or policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” shall have meanings correlative to the foregoing.

1.2 “**Automatic Registration Statement**” means an automatic registration statement as defined in Rule 405 under the Securities Act.

1.3 “**Bain Director**” means the director designated pursuant to Section 1.2(c) of the Voting Agreement (as defined in the Purchase Agreement).

1.4 “**BHCA**” means the Bank Holding Company Act of 1956, and the rules, regulations and interpretations promulgated thereunder, in each case, as amended.

1.5 “**BHCA Tender**” means (i) with respect to each Regulated Investor, a BHCA No-Cost Tender and (ii) solely with respect to Goldman, the Goldman Put Right (as defined in the Side Letter (as defined in the Purchase Agreement)).

1.6 “**Certificate of Incorporation**” means the Company’s Eighth Amended and Restated Certificate of Incorporation, as may be amended and/or restated from time to time.

1.7 “**Class A Common Stock**” means shares of the Company’s Class A Common Stock, par value \$0.0001 per share.

1.8 “**Class B Common Stock**” means shares of the Company’s Class B Common Stock, par value \$0.0001 per share.

1.9 “**Common Stock**” means, collectively, shares of Class A Common Stock of the Company’s common stock, par value \$0.0001 per share and shares of Class B Common Stock of the Company’s common stock, par value \$0.0001 per share.

1.10 “**Competitor**” means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in money transfer and global payments services or product offerings primarily targeted to customers in the higher education, travel, and healthcare industries (such services and product offerings, the “**Competing Services**”), but shall not include any financial investment firm (including Goldman and its Affiliates) or collective investment vehicle that, together with its Affiliates, holds less than twenty percent (20%) of the outstanding voting equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the Board of Directors of any Competitor. For the purposes of this Agreement, (i) each of Spark Capital II, L.P., Spark Capital Growth Fund, L.P., Accel London III L.P., Maveron Equity Partners IV, L.P., QED Fund II, LP, Amerigo Invierte Spain Technologies, FCr, Fomento Para la Innovacion y el Desarrollo Sostenible Tres S.A., Sociedad de Capital Riesgo de Régimen Simplificado, F-Prime Capital Partners Tech Fund LP (“**F-Prime**”), Bain Capital Venture Fund 2014, L.P. (“**Bain**”), Ossa Investments Pte. Ltd. (“**Temasek**”), Eureka Fund (“**Eureka Fund**”), Whale Rock Flagship Master Fund, LP, Whale Rock Flagship (AI) Fund LP and Whale Rock Long Opportunities Master Fund, L.P. (collectively, “**Whale Rock**”) and their respective Affiliates will not be considered a Competitor and (ii) (A) each of (I) Goldman Sachs PSI Global Holdings, LLC (“**Goldman**”) and (II) any

entity to which any portion of the shares of the Company's capital stock held by Goldman are transferred that is, whether directly or indirectly, a wholly-owned subsidiary of The Goldman Sachs Group, Inc. and whose primary purpose is to hold equity or other securities issued by any other Person in connection with investments made by Goldman or any of its Affiliates in such Person (each, an "**Goldman Investment Vehicle**"), in each case of the foregoing clauses (I) and (II), will not be considered a Competitor and (B) none of Goldman's other Affiliates will be considered a Competitor unless any of such Affiliates (1) engages in Competing Services; and (2) generates revenue from such Competing Services in an amount in excess of twenty-five percent (25%) of such Affiliate (on a consolidated basis).

1.11 "**Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto or offering circular, free writing prospectus or other document relating to the Registrable Securities; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities Law; or (iv) any information provided by the Company or at the instruction of the Company to any Person participating in the offer at the point of sale containing any untrue statement or alleged untrue statement of any material fact or omitting or allegedly omitting any material fact required to be included in such information or necessary to make the statements therein not misleading.

1.12 "**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.13 "**Direct Listing**" shall have the meaning set forth in the Certificate of Incorporation. For the avoidance of doubt, a Direct Listing shall not be deemed to be an underwritten public offering of the Company's Common Stock registered under the Securities Act. Any and all mentions of an underwritten offering or underwriters contained herein shall not apply to a Direct Listing.

1.14 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.15 "**Excluded Registration**" means (i) a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

1.16 “**FOIA Party**” means a Person that, in the determination of the Board of Directors, may be subject to, and thereby required to disclose non-public information furnished by or relating to the Company under, the Freedom of Information Act, 5 U.S.C. 552 (“**FOIA**”), any state public records access law, any state or other jurisdiction’s laws similar in intent or effect to FOIA, or any other similar statutory or regulatory requirement.

1.17 “**Form S-1**” means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.18 “**Form S-3**” means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.19 “**GAAP**” means generally accepted accounting principles in the United States.

1.20 “**Goldman Director**” means the director designated pursuant to Section 1.2(d) of the Voting Agreement (as defined in the Purchase Agreement).

1.21 “**Governmental Authority**” means the government of the United States or any other country, any state or other political subdivision thereof, any self-regulatory organization, any national securities exchange or trading system, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, and any corporation or other entity owned or controlled (whether through ownership of securities or other ownership interests, by contract or otherwise) by any of the foregoing.

1.22 “**Holder**” means any holder of Registrable Securities who is a party to this Agreement.

1.23 “**Immediate Family Member**” means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

1.24 “**Initiating Holders**” means, collectively, Holders who properly initiate a registration request under this Agreement.

1.25 “**IPO**” means, only if a Direct Listing has not occurred, the Company’s first underwritten public offering of its Common Stock under the Securities Act.

1.26 “**Key Employee**” means any executive-level employee (including, without limitation, division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property (as defined in the Purchase Agreement).

1.27 “**Law**” means any federal, state or local law, statute, ordinance, by-law, regulation, rule, treaty or order of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law, including, without limitation, the rules and regulations of a national securities exchange or trading system.

1.28 “**Major Investor**” means any Investor that, individually or together with such Investor’s Affiliates, holds at least 600,000 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof). For the purposes of this Agreement, each of Eureka Fund, Whale Rock and Sunley House Capital Master Limited Partnership will be considered a Major Investor for so long as such Investor and/or its Affiliates collectively hold such number of shares of Registrable Securities as originally purchased by such Investor and/or its Affiliates pursuant to the Purchase Agreement (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

1.29 “**New Securities**” means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.30 “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.31 “**Preferred Directors**” means any director of the Company that the holders of record of shares of Preferred Stock are entitled to elect pursuant to the Certificate of Incorporation.

1.32 “**Preferred Stock**” means, collectively, the Series A Preferred Stock, the Series B Preferred Stock, the Series B1 Preferred Stock, the Series B1-NV Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock.

1.33 “**Registrable Securities**” means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock; (ii) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company, acquired by the Investors on or after the date hereof; and (iii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 6.1, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Subsection 2.13 of this Agreement.

1.34 “**Registrable Securities then outstanding**” means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.35 “**Restricted Securities**” means the securities of the Company required to bear the legend set forth in Subsection 2.12(b) hereof.

1.36 “**Regulated Investor**” means any Investor that is a bank, bank holding company, financial holding company or an entity that is controlled by a bank, bank holding company or financial holding company, as such terms are defined under the BHCA, or an Affiliate of any such entity, including, without limitation, Goldman.

1.37 “**SEC**” means the Securities and Exchange Commission.

1.38 “**SEC Rule 144**” means Rule 144 promulgated by the SEC under the Securities Act.

1.39 “**SEC Rule 144(b)(1)(i)**” means subsection (b)(1)(i) of Rule 144 under the Securities Act as it applies to Persons who have held shares for more than one (1) year.

1.40 “**SEC Rule 145**” means Rule 145 promulgated by the SEC under the Securities Act.

1.41 “**SEC Rule 415**” means Rule 415 promulgated by the SEC under the Securities Act.

1.42 “**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.43 “**Selling Expenses**” means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Subsection 2.6.

1.44 “**Series A Preferred Stock**” means shares of the Company’s Series A Preferred Stock, par value \$0.0001 per share.

1.45 “**Series B Preferred Stock**” means shares of the Company’s Series B Preferred Stock, par value \$0.0001 per share.

1.46 “**Series B1 Preferred Stock**” means shares of the Company’s Series B1 Preferred Stock, par value \$0.0001 per share.

1.47 “**Series B1-NV Preferred Stock**” means shares of the Company’s Series B1-NV Preferred Stock, par value \$0.0001 per share.

1.48 “**Series C Preferred Stock**” means shares of the Company’s Series C Preferred Stock, par value \$0.0001 per share.

1.49 “**Series D Preferred Stock**” means shares of the Company’s Series D Preferred Stock, par value \$0.0001 per share.

1.50 “**Series E Preferred Stock**” means, collectively, shares of Series E-1 Preferred Stock and Series E-2 Preferred Stock.

1.51 “**Series E-1 Preferred Stock**” means shares of the Company’s Series E-1 Preferred Stock, par value \$0.0001 per share.

1.52 “**Series E-2 Preferred Stock**” means shares of the Company’s Series E-2 Preferred Stock, par value \$0.0001 per share.

1.53 “**Series F Preferred Stock**” means, collectively, shares of Series F-1 Preferred Stock and Series F-2 Preferred Stock.

1.54 “**Series F-1 Preferred Stock**” means shares of the Company’s Series F-1 Preferred Stock, par value \$0.0001 per share.

1.55 “**Series F-2 Preferred Stock**” means shares of the Company’s Series F-2 Preferred Stock, par value \$0.0001 per share.

1.56 “**Spark Director**” means the director designated pursuant to Section 1.2(a) of the Voting Agreement (as defined in the Purchase Agreement).

1.57 “**WKSI**” means a “well-known seasoned issuer” as defined in Rule 405 under the Securities Act.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after the earlier of (i) four (4) years after the date of this Agreement or (ii) one hundred eighty (180) days after the effective date of the registration statement for the IPO, the Company receives a request from Holders of at least forty percent (40%) of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement with respect to the Registrable Securities then outstanding having an anticipated aggregate offering price, net of Selling Expenses, of at least \$10,000,000, then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the “**Demand Notice**”) to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsection 2.1(c) and Subsection 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of at least twenty percent (20%) of the Registrable Securities then outstanding that the Company file a Form S-3 registration statement, including for an offering to be made on a continuous or delayed basis pursuant to SEC Rule 415 under the Securities Act (or any similar rule that may be adopted by the SEC covering such Registrable Securities), with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering price, net of Selling Expenses, of at least \$1,000,000, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsection 2.1(c) and Subsection 2.3; provided, that, in the case of a registration pursuant to this Subsection 2.1(b), (i) to the extent the Company is then a WKSI, it shall use its best efforts to file and cause to be immediately effective a registration statement that shall constitute an Automatic Registration Statement and (ii) if the Company is not then a WKSI, it shall use its best efforts to file the registration statement, in each case, within time periods specified in this Subsection 2.1(b).

(a) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Subsection 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such ninety (90) day period other than an Excluded Registration.

(b) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a) (i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected two (2) registrations pursuant to Subsection 2.1(a); or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b). The Company shall not be obligated to effect, or to

take any action to effect, any registration pursuant to Subsection 2.1(b) (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two (2) registrations pursuant to Subsection 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Subsection 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC and shall have remained effective for one hundred eighty (180) days (excluding any periods of time during which such Registration Statement is tolled or suspended pursuant to Subsection 2.1(c) or this Subsection 2.1(d)) or such shorter period as may be required to sell all Registrable Securities included in such relevant Registration Statement, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2.1(d). Notwithstanding the foregoing, in no event shall a registration be deemed to have been effected (i) if after it has become effective such registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other Governmental Authority or court for any reason other than a misrepresentation or an omission by any Holder and, as a result thereof, the Registrable Securities requested to be registered cannot be completely distributed in accordance with the plan of distribution set forth in the related Registration Statement or (ii) if the conditions to closing specified in the purchase agreement or underwriting agreement entered into in connection with such registration are not satisfied or waived other than solely by reason of an act or omission by any Holder.

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration or a registration for a Direct Listing), the Company shall, at such time, promptly but in no event less than five (5) days in advance of filing such registration statement, give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. Upon five (5) days prior written notice to each Holder, the Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in a subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Subsection 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Company and shall be reasonably acceptable to a majority in interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 2.3, if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to in writing by all such selling Holders. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below thirty percent (30%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the provision in this Subsection 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners,

members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

(c) For purposes of Subsection 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Subsection 2.3(a), fewer than two-thirds of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(c) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, and keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended for up to ninety (90) days, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(d) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement; provided, however, that as far in advance as reasonably practicable before filing any registration statement or any supplement or amendment thereto (for purposes of this Subsection 2.4, supplements and amendments shall not be deemed to include any filing that the Company is required to make pursuant to the Exchange Act), the Company shall furnish to each Regulated Investor and representatives of each such Regulated Investor copies of all documents proposed to be filed (including, without limitation, all exhibits and documents to be incorporated by reference therein, subject to (x) confidentiality obligations binding upon the Company and (y) redaction of competitively sensitive information to the extent such Regulated Investor is a Competitor) and provide each Regulated Investor and each such Regulated Investor's representatives the opportunity to object to any information pertaining to such Regulated Investor (or any of such Regulated Investor's Affiliates) and its plan of distribution that is contained therein, and the Company shall, subject to applicable Law, make any corrections reasonably requested by the Regulated Investors prior to filing such registration statement or supplement or amendment thereto;

(d) furnish to the selling Holders such number of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(e) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(f) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering and if requested by the underwriter(s) deliver to the underwriter(s) thereof, among other items delivered pursuant to such underwriting agreement, (i) a letter, dated as of such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriter(s) and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such underwritten public offering, in form, scope and substance as is customarily given in an underwritten public offering, including, without limitation, a standard "10b-5" opinion for such offering;

(g) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(i) promptly make available for inspection by the selling Holders, any underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(j) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed;

(j) notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the occurrence of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and

(k) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to this Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements of one counsel for the selling Holders ("**Selling Holder Counsel**"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Subsection 2.1(a) or Subsection 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, (x) the Holders shall have learned of a material adverse change in the condition (financial or otherwise), business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information or (y) the registration is interfered with by any stop order, injunction or other requirement of the SEC or any other Governmental Authority for any reason other than a misrepresentation or omission by any Holder, then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Subsection 2.1(a) or Subsection 2.1(b). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(c) To the extent permitted by Law, the Company will indemnify and hold harmless each selling Holder, and the Affiliates, partners, members, officers, directors, employees, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who otherwise controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration, unless the Holder, underwriter, controlling Person or other aforementioned Person furnished in writing to the Company an explicit notice particularly identifying the incorrect or misleading information prior to the filing of any such registration statement, amendment thereto or other document or supplement information expressly for use in such Registration Statement or other document or supplement which corrected or made not misleading information previously furnished to the Company, and the Company failed to include such information therein.

(d) To the extent permitted by Law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any) who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts

payable by any Holder by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder; and provided further that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to the extent that such Holder has furnished in writing to the Company an explicit notice particularly identifying the incorrect or misleading information prior to the filing of any such registration statement, amendment thereto or other document or supplement information which corrected or made not misleading information previously furnished to the Company, and the Company failed to include such information therein.

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Subsection 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Subsection 2.8.

(e) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified

party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (x) no Holder will be required to contribute any amount in excess of the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Subsection 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(l) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(m) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the first registration statement filed by the Company under the Securities Act;

(n) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(o) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company under the Securities Act), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of

any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding (excluding any shares of Series E-2 Preferred Stock and Series F-2 Preferred Stock then outstanding), enter into any agreement with any holder or prospective holder of any securities of the Company that (i) would allow such holder or prospective holder to include such securities in any registration on other than a subordinate basis after all Holders have had the opportunity to include in the registration and offering all Registrable Securities they wish to so include or (ii) would allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Subsection 6.9.

2.11 "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to a Qualified Public Offering (as defined in the Certificate of Incorporation) and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.11 (w) shall not apply (1) to shares of Common Stock acquired by any Holder or any of its Affiliates at or in connection with the closing of a Qualified Public Offering other than shares acquired upon conversion of any shares of Preferred Stock or (2) to any shares of Common Stock (or any securities convertible into or exercisable or exchangeable for shares of Common Stock) acquired by a Holder following the effective date of the registration statement of the Company in connection with a Qualified Public Offering, (x) shall apply only to a Qualified Public Offering; (y) shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and (z) shall be applicable to the Holders only if all officers and directors are subject to the same restrictions and the Company obtains a similar agreement from all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock). Notwithstanding anything contained in this Subsection 2.11 to the contrary, the Company and each other party hereto acknowledge and agree that any agreement that any Holder enters into pursuant to this Subsection 2.11 shall not restrict any of such Holder's (or any of such Holder's Affiliates')

brokerage, investment advisory, financial advisory, anti-raid advisory, principaling, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of business. The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.11 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.11 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Holders. The foregoing provisions of this Section 2.11 shall not apply to a Direct Listing and shall only be applicable to a Qualified Public Offering if the Company has not already completed a Direct Listing.

2.12 Restrictions on Transfer.

(p) Shares of Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of shares of Preferred Stock and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(q) Each certificate or instrument representing (i) shares of Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.12(c)) be stamped or otherwise imprinted with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.12.

(d) The holder of each certificate representing Restricted Securities, by acceptance thereof, agrees to comply in all respects with the provisions of this Section 2. Other than transfers pursuant to Subsection 2.12(f) below, before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144 or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Subsection 2.12. Each certificate or instrument evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 2.12(b), except that such certificate or instrument shall not bear such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

(f) Notwithstanding anything contained in this Agreement to the contrary, F-Prime may transfer its Restricted Securities to any Affiliate or charitable organization without the prior written consent of the managing underwriter; provided that (i) such Affiliate or charitable organization shall agree in a written instrument delivered to the Company (and, with respect to this Subsection 2.12, the underwriters) to be bound by and subject to the terms and conditions of this Agreement, including the provisions of this Subsection 2.12 and (ii) if such transfer is made to a charitable organization, no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the restricted period referred to above.

(g) The Company agrees that, if any Regulated Investor or any of such Regulated Investor's Affiliates (each a "**RI Entity**") could reasonably be deemed to be an "underwriter," as defined in Section 2(a)(11) of the Securities Act, in connection with any registration of the Company's securities held or owned, beneficially or otherwise, by any RI Entity pursuant to this Agreement, and any amendment or supplement thereof (any such

registration statement or amendment or supplement a “**RI Underwriter Registration Statement**”), then the Company will (i) cooperate with each such RI Entity in allowing each such RI Entity to conduct customary “underwriter’s due diligence” with respect to the Company and satisfy its obligations in respect thereof and (ii) enter into an underwriting agreement with such RI Entity or RI Entities containing customary terms and conditions. In addition, at the request of any Regulated Investor with an RI Entity who is or could reasonably be deemed to be an “underwriter” pursuant to this Section 2.12(e), the Company will furnish to each such Regulated Investor, on the date of the effectiveness of any RI Underwriter Registration Statement (x) a letter, dated as of such date, from the Company’s independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to each such Regulated Investor and (y) an opinion, dated as of such date, of counsel representing the Company for purposes of such RI Underwriter Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, including, without limitation, a standard “10b-5” opinion for such offering, addressed to each such Regulated Investor. The Company will also permit legal counsel to each such Regulated Investor, which may be in-house or outside counsel, to review and comment upon any such RI Underwriter Registration Statement at least five business days prior to its filing with the SEC and all amendments and supplements to any such RI Underwriter Registration Statement within a reasonable number of days prior to their filing with the SEC and not file any RI Underwriter Registration Statement or amendment or supplement thereto in a form to which such legal counsel to any such Regulated Investor reasonably objects.

(f) Notwithstanding anything contained herein to the contrary, if a Regulated Investor determines in its sole discretion that a transfer of any Company securities is required, necessary or appropriate (i) pursuant to any applicable Law or as required by any Governmental Authority, or (ii) because continuing to retain such securities (A) would be impermissible or unduly burdensome under applicable Law or such Regulated Investor’s policies and procedures or (B) otherwise presents a legal, operational, regulatory or reputational risk to such Regulated Investor, in each case, such Regulated Investor will not be restricted (including, without limitation, pursuant to the provisions of this Subsection 2.12) from transferring any such securities.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Subsection 2.1 or Subsection 2.2 shall terminate upon the earliest to occur of:

(r) the closing of a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation;

(s) as to any Holder, such earlier time after the IPO or Direct Listing (whichever occurs first) at which such Holder (i) can sell all shares held by it in compliance with Rule 144(b)(1)(i) or (ii) holds one percent (1%) or less of the Company’s outstanding Common Stock and all Registrable Securities held by such Holder (together with any Affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any three (3) month period without registration in compliance with Rule 144; and

(c) the fifth anniversary of the IPO or Direct Listing, whichever occurs first.

3. Information Rights.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor, provided that the Board of Directors has not reasonably determined that such Major Investor is a Competitor of the Company:

(t) as soon as practicable, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company, (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Budget (as defined in Subsection 3.1(e)) for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements, unaudited and audited versions, certified by independent public accountants of nationally recognized standing selected by the Company within ninety days (90) and one hundred and twenty days (120), respectively, after the end of each fiscal year of the Company;

(u) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and of cash flows for such fiscal quarter, and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal yearend audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(v) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company and, in the case of a Major Investor who is also a Regulated Investor, within five (5) days of the written request by such Regulated Investor, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, and the name of each holder thereof and his, her or its respective holdings, all in sufficient detail as to permit the Major Investors to calculate their respective percentage equity ownership in the Company, and certified by the chief financial officer or chief executive officer of the Company as being true, complete, and correct; provided, however, the Company may withhold listing the name of any employee, advisor or consultant as a holder of an option to purchase shares of the Company's capital stock from such capitalization table;

(w) as soon as practicable, but in any event within thirty (30) days of the end of each month, an unaudited income statement and statement of cash flows for such

month, and an unaudited balance sheet and statement of stockholders' equity as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(f) as soon as practicable, but in any event thirty (30) days before the end of each fiscal year, a budget and business plan for the next fiscal year (collectively, the "**Budget**"), approved by the Board of Directors and prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company;

(x) such other information as a Regulated Investor may from time to time reasonably request relating to the Company's compliance with applicable Law; and

(y) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Subsection 3.1 to provide information (i) that the Board of Directors reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company) or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Subsection 3.1 to the contrary, the Company may cease providing the information set forth in this Subsection 3.1 during the period starting with the date thirty (30) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Subsection 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

Notwithstanding anything else in this Agreement to the contrary, at any time any Regulated Investor holds any shares of capital stock of the Company, and without regard as to whether a determination by the Board of Directors that such Regulated Investor is a Competitor has been made, the Company shall provide to each such Regulated Investor (x) the information specified in clauses (a), (b), (c), (e) and (f) of this Subsection 3.1 and (y) such other information as such Regulated Investor may from time to time request as and if necessary, in the reasonable determination of such Regulated Investor, to comply with the Exchange Act, the BHCA or any other applicable Law (such information, the "**Limited Information**"). To the extent applicable, the Company may redact from the Limited Information any information or materials solely and exclusively to the extent (i) such Regulated Investor has been determined to be a Competitor

hereunder and (ii) such information or materials contain competitively sensitive commercial information; provided, however, that in no event shall any information provided pursuant to clauses (a), (b) or (c) of this Subsection 3.1 be redacted under any circumstances.

3.2 Inspection. The Company shall permit each Regulated Investor, so long as it continues to hold any Registrable Securities, and each Major Investor, provided that the Board of Directors has not reasonably determined that such Regulated Investor or Major Investor is a Competitor of the Company, at such Major Investor's expense, to visit and inspect the properties, facilities and other assets of the Company and its subsidiaries; examine books of account and records of the Company and each of its subsidiaries as well as each of their respective financial processes, operations and controls; and discuss the affairs, finances, and accounts of the Company and each of its subsidiaries with the Company's officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Subsection 3.2 to provide access to any information that the Board of Directors reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.3 Termination of Information. The covenants set forth in Subsection 3.1 and Subsection 3.2 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act or (iii) upon a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

3.4 Confidentiality. Each Investor agrees, severally and not jointly, that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) was in the public domain prior to the time it was furnished to such Investor, (b) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 3.4 by such Investor), (c) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, (d) was in such Investor's possession or known by such Investor without restriction prior to receipt from the Company or (e) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, (A) that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Subsection 3.4; (iii) to any existing or prospective Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by Law, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure and (B) notwithstanding anything in this

Agreement or any other agreement to which the Company is a party or by which it is bound, each Regulated Investor and Affiliate thereof, without prior written notice to the Company or any other Person, may disclose any confidential information to any Governmental Authority or examiner of or related to a Governmental Authority with competent jurisdiction over such Regulated Investor (or any of such Regulated Investor's Affiliates), regardless of whether or not such Regulated Investor (or any of its Affiliates, as applicable) is required to make such disclosure by the BHCA or any other applicable Law; provided that, except with respect to communications made in connection with routine regulatory oversight, and solely to the extent (i) permitted by applicable Law and (ii) such Regulated Investor discloses any confidential information of the Company in response to a targeted request related to the Company by any such Governmental Authority or examiner of or related to a Governmental Authority, such Regulated Investor shall use commercially reasonable efforts to notify the Company following any such disclosure.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Subsection 4.1 and applicable securities Laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among (i) itself, (ii) its Affiliates and (iii) its beneficial interest holders, such as limited partners, members or any other Person having "beneficial ownership," as such term is defined in Rule 13d-3 promulgated under the Exchange Act, of such Major Investor ("**Investor Beneficial Owners**"); provided that, each such Affiliate or Investor Beneficial Owner: (x) is not a Competitor or FOIA Party, unless such party's purchase of New Securities is otherwise consented to by the Board of Directors, (y) agrees to enter into this Agreement and each of the Seventh Amended and Restated Voting Agreement and the Seventh Amended and Restated Right of First Refusal and Co-Sale Agreement of even date herewith among the Company, the Investors and the other parties named therein, as an "**Investor**" under each such agreement (provided that, any Competitor or FOIA Party shall not be entitled to any rights as a Major Investor under Subsections 3.1, 3.2 and 4.1 hereof), and (z) agrees to purchase at least such number of New Securities as are allocable hereunder to the Major Investor holding the fewest number of Preferred Stock and any other Derivative Securities.

(h) The Company shall give notice (the "**Offer Notice**") to each Major Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(i) By notification to the Company within twenty (20) days after the Offer Notice is given, each Major Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held, by such Major Investor bears to the total Common Stock of the Company then-outstanding (assuming full conversion and/or exercise, as applicable, of all Preferred Stock and other Derivative Securities) (the "**Pro Rata Percentage**"). At the expiration

of such twenty (20) day period, the Company shall promptly notify in writing each Major Investor that elects to purchase or acquire all the shares available to it (each, a “**Fully Exercising Investor**”) of any other Major Investor’s failure to do likewise. During the ten (10) day period commencing after the Company has given such notice, each Fully Exercising Investor may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of the New Securities for which Major Investors were entitled to subscribe but that were not subscribed for by the Major Investors which is equal to the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of Preferred Stock and any other Derivative Securities then held, by such Fully Exercising Investor bears to the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held, by all Fully Exercising Investors who wish to purchase such unsubscribed shares. The closing of any sale pursuant to this Subsection 4.1(b) shall occur within the later of ninety (90) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 4.1(c).

(e) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Investors in accordance with this Subsection 4.1.

(j) The right of first offer in this Subsection 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Certificate of Incorporation); (ii) shares of Common Stock issued in the IPO; (iii) the issuance of shares of Series F Preferred Stock to Additional Purchasers pursuant to Subsection 1.3 of the Purchase Agreement; and (iv) the issuance of securities pursuant to a Direct Listing in which the Company sells shares of Common Stock registered under the Securities Act pursuant to such Direct Listing.

(k) Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Subsection 4.1, the Company may elect to give written notice to each of the Major Investors within thirty (30) days after the issuance of New Securities. Such notice shall describe the type, price, and terms of the New Securities and the other material terms and conditions of such issuance. Each Major Investor shall have twenty (20) days from the date such notice is given to elect to purchase up to the number of New Securities that would, if purchased by such Major Investor, maintain such Major Investor’s percentage-ownership position, calculated as set forth in Subsection 4.1(b), before giving effect to the issuance of such New Securities. The closing of such sale shall occur within sixty (60) days of the date notice is given to the Major Investors.

(l) In the event that any Regulated Investor is a Major Investor, then, upon such Regulated Investor’s request, the Company shall create a class of shares (the “**BHCA**”

New Securities”) identical to the shares being offered pursuant to this Section 4 in all respects, except that such BHCA New Securities shall not have any voting rights or other rights as such Major Investor may request, so that such Major Investor may purchase such BHCA New Securities.

4.2 Termination. The covenants set forth in Subsection 4.1 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, (iii) upon a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, or (iv) immediately before the consummation of a Direct Listing, whichever event occurs first.

5. Additional Covenants.

5.1 Insurance. The Company shall use its commercially reasonable efforts to maintain from financially sound and reputable insurers (i) Directors and Officers liability insurance and (ii) term “key-person” insurance on the chief executive officer of the Company, each in an amount and on terms and conditions satisfactory to the Board of Directors (including at least two (2) of the Preferred Directors), and shall use its commercially reasonable efforts to cause such insurance policies to be maintained until such time as the Board of Directors determines that such insurance should be discontinued. The key-person policy shall name the Company as loss payee, and neither policy shall be cancelled or materially modified by the Company without prior approval by the Board of Directors, including at least two (2) of the Preferred Directors.

5.2 Employee Agreements. The Company will cause (i) each person now or hereafter employed by it or by any subsidiary (or engaged by the Company or any subsidiary as a consultant/independent contractor) with access to confidential information and/or trade secrets to enter into a nondisclosure and proprietary rights assignment agreement and (ii) each Key Employee to enter into a one (1) year non-solicitation and non-competition agreement. In addition, the Company shall not, and shall not permit any of its subsidiaries to, amend, modify, terminate, waive, or otherwise alter, in whole or in part, any of the above-referenced agreements or any restricted stock agreement between the Company (or any of its subsidiaries) and any employee, consultant or contractor, without the consent of the Board of Directors, including at least two (2) of the Preferred Directors.

5.3 Employee Stock. Unless otherwise approved by the Board of Directors, including at least two (2) of the Preferred Directors, all future employees and consultants of the Company or any of its subsidiaries who purchase, receive options to purchase, or receive awards of shares of the Company’s capital stock after the date hereof shall be required to execute restricted stock or option agreements, as applicable, providing for (i) vesting of shares over a four (4) year period, with the first twenty-five percent (25%) of such shares vesting following twelve (12) months of continued employment or service, and the remaining shares vesting in equal monthly installments over the following thirty-six (36) months, and (ii) a market stand-off provision substantially similar to that in Subsection 2.11. In addition, unless otherwise approved by the Board of Directors, including at least two (2) of the Preferred Directors, the Company shall retain a “right of first refusal” on employee transfers until the Company’s IPO and shall have the right to repurchase unvested shares at cost upon termination of employment of a holder of restricted stock.

5.4 United States Real Property Interest. Promptly following (and in any event within ten (10) days after receipt of) written request by an Investor, the Company shall provide such Investor with a written statement informing such Investor whether such Investor's interest in the Company constitutes a United States real property interest. The Company's determination shall comply with the requirements of Treasury Regulation Section 1.897-2(h)(1) or any successor regulation, and the Company shall provide timely notice to the Internal Revenue Service, in accordance with and to the extent required by Treasury Regulation Section 1.8972(h)(2) or any successor regulation, that such statement has been made. The Company's obligation to furnish such written statement shall continue notwithstanding the fact that a class of the Company's stock may be regularly traded on an established securities market or the fact that there is no Preferred Stock then outstanding.

5.5 Board Matters.

(z) Unless otherwise determined by the vote of a majority of the directors then in office, including at least two (2) of the Preferred Directors, the Board of Directors shall meet at least every eight (8) weeks in accordance with an agreed-upon schedule; provided, that the Board of Directors shall meet no less than once each fiscal quarter. The Company shall reimburse the nonemployee directors for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy) in connection with attending meetings of the Board of Directors. The Bain Director, Spark Director and Goldman Director shall each have the right, in their sole and absolute discretion, to serve on all committees (either in existence as of the date of this Agreement or formed following the date of this Agreement) of the Board of Directors.

(aa) The Company shall not enter into any contract or agreement with any officer, director, Stockholder, Affiliate or employee of the Company or any subsidiary or any of their respective Affiliates (each a "**Related Person**"), other than any contract or agreement (i) entered into with such Related Person on terms not less favorable to the Company or subsidiary, as the case may be, than would be obtained in a transaction with a person which is not a Related Person and (ii) approved by the vote of a majority of the directors then in office, including at least two (2) of the Preferred Directors.

5.6 Successor Indemnification; Fund Indemnification.

(a) If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

(b) The Company hereby acknowledges that one (1) or more of the directors nominated to serve on the Board of Directors by the Investors (each a “**Fund Director**”) may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more of the Investors and certain of their Affiliates (collectively, the “**Fund Indemnitors**”). The Company hereby agrees (a) that it is the indemnitor of first resort (i.e., its obligations to any such Fund Director are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Fund Director are secondary), (b) that it shall be required to advance the full amount of expenses incurred by such Fund Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any such Fund Director to the extent legally permitted and as required by the Certificate of Incorporation or Bylaws of the Company (or any agreement between the Company and such Fund Director), without regard to any rights such Fund Director may have against the Fund Indemnitors, and, (c) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of any such Fund Director with respect to any claim for which such Fund Director has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Director against the Company

5.7 Observation Rights.

(bb) For so long as Temasek and its Affiliates continue to own beneficially at least 441,667 shares of Common Stock of the Company (including shares of Common Stock issued or issuable upon conversion of Preferred Stock), which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like, and Temasek is not represented on the Board of Directors, the Company shall invite a representative of Temasek to attend all meetings of its Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents and other materials that it provides to its directors at the same time and in the same manner as provided to such directors; provided, however, that such representative shall agree to hold in confidence all information so provided; and, provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if the Board of Directors reasonably determines in good faith (based on the advice of the Company’s legal counsel) that access to such information or attendance at such meeting would adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets.

(cc) For so long as Goldman, together with its Affiliates, continues to own beneficially at least 585,637 shares of Common Stock of the Company (including shares of Common Stock issued or issuable upon conversion of Preferred Stock), which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like, and Goldman is not represented on the Board of Directors, the Company shall invite a representative of Goldman (the “**Goldman Observer**”) to attend all meetings of its Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative

copies of all notices, minutes, consents and other materials that it provides to its directors at the same time and in the same manner as provided to such directors; provided, however, that such representative shall agree to hold in confidence all information so provided; and, provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if the Board of Directors reasonably determines in good faith (based on the advice of the Company's legal counsel) that access to such information or attendance at such meeting or portion thereof would adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets.

(c) For so long as F-Prime, together with its Affiliates, continues to own beneficially at least 621,694 shares of Common Stock of the Company (including shares of Common Stock issued or issuable upon conversion of Preferred Stock), which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like, and F-Prime is not represented on the Board of Directors, the Company shall invite a representative of F-Prime (the "**F-Prime Observer**") to attend all meetings of its Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents and other materials that it provides to its directors at the same time and in the same manner as provided to such directors; provided, however, that such representative shall agree to hold in confidence all information so provided; and, provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if the Board of Directors reasonably determines in good faith (based on the advice of the Company's legal counsel) that access to such information or attendance at such meeting or portion thereof would adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets.

5.8 Notice of Licensing. The Company shall notify each of the Investors in writing promptly of any determination by the Company that it should take any material steps towards the registration or licensing of the Company as a money transmitter, seller or issuer of payment instruments, seller or issuer of stored value/prepaid access or currency exchanger, in each case, under any Laws of any jurisdiction, and shall not take any such material steps towards such registration or licensing prior to the date that is two (2) weeks after providing such notice without the prior written consent of the Board of Directors.

5.9 FCPA. The Company represents that it shall not (and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any Non-U.S. Official (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**")), in each case, in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents

that it shall (and shall cause each of its subsidiaries and affiliates to) maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-corruption laws. The Company shall promptly notify each Investor if the Company becomes aware of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other applicable anti-corruption law. The Company shall, and shall cause any direct or indirect subsidiary or entity controlled by it, whether now in existence or formed in the future, to, comply with the FCPA. The Company shall use its best efforts to cause any direct or indirect subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable anti-bribery and anti-corruption laws.

5.10 Notification of Certain Events. Each Existing Investor hereby represents to the Company and each holder of Series F Preferred Stock that such Existing Investor has not made any claims, and is not aware of any facts or circumstances that could reasonably be expected to give rise to a claim, against the Company under any purchase agreement pursuant to which such Existing Investor acquired shares of Preferred Stock. The Company shall notify the holders of Series F Preferred Stock in writing as promptly as practicable following the occurrence of (a) the commencement of any proceeding, against or affecting the Company which, if adversely determined, would reasonably be expected to have a material adverse effect on the Company, or (b) any material default under any indebtedness of the Company.

5.11 Termination of Covenants. The covenants set forth in this Section 5, except for Subsection 5.6, shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, (iii) upon a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, or (iv) immediately before the consummation of a Direct Listing, whichever event occurs first.

5.12 Regulated Investor Restructuring.

(a) In the event that (i) any Regulated Investor receives notice from a Governmental Authority with competent jurisdiction over such Regulated Investor, or determines in good faith, in each case, to the effect that such Regulated Investor “controls” the Company for purposes of the BHCA, or any other applicable Law, including, without limitation, the comparable provisions of any domestic or foreign banking Law, each as applicable to such Regulated Investor or (ii) such Regulated Investor determines, in its sole discretion, that the Company or any of its subsidiaries engages in activities that make it impermissible or unduly burdensome under applicable Law or regulatory or supervisory guidance for such Regulated Investor to continue to hold, directly or indirectly, without limitations or otherwise, any of its capital stock of the Company (or any other circumstance exists where such Regulated Investor has determined, in its sole discretion, that continuing to retain any such shares of capital stock would present a legal, operational, reputational or regulatory risk to such Regulated Investor or any of its Affiliates) (each of the events in clauses (i) and (ii) a “**Regulatory Event**”), (A) such Regulated Investor shall promptly inform the Company and each other Regulated Investor of the occurrence of such Regulatory Event, to the extent permitted by applicable Law; (B) the

Company, the other Investors and such Regulated Investor shall cooperate in good faith to restructure the terms of such investment by such Regulated Investor, including by amendment to the Certificate of Incorporation, this Agreement or any other Transaction Agreement (as defined in the Purchase Agreement) in a manner acceptable to the Company, such Regulated Investor and the Investors required to approve such amendment under the terms of the Certificate of Incorporation, this Agreement or such other Transaction Agreement so as to remediate the circumstances giving rise to such Regulatory Event and (C) without limiting the remedies available pursuant to the immediately preceding clause (B), such Regulated Investor shall be permitted to sell or otherwise transfer its shares of capital stock of the Company to any third party, including any stockholder of the Company, and the Company shall use commercially reasonable efforts to assist such Regulated Investor in facilitating a sale or transfer by such Regulated Investor of any or all of its shares of capital stock of the Company as may be reasonably requested by such Regulated Investor; provided, however, that in no event shall a transferee in a transfer permitted by the immediately preceding clause (C) be a Person who is, or is owned or controlled by or who is an Affiliate of, an individual or entity named on OFAC's (as defined below) Specially Designated Nationals and Blocked Persons List or is otherwise the subject of sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**"), the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, a member state of the European Union, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority (any such Person, an "**OFAC Transferee**").

(b) [Reserved.]

(dd) Notwithstanding anything to the contrary set forth herein, the Certificate of Incorporation or any other Transaction Agreement, any Regulated Investor may transfer any or all of the shares of capital stock of the Company held by such Regulated Investor back to the Company, which shall accept the tender of such shares of capital stock as a contribution to the Company at no cost to the Company or such Regulated Investor (a "**BHCA No-Cost Tender**"). The Company shall accept and redeem all such shares of capital stock subject to such BHCA No-Cost Tender as soon as practicable (and in no event later than three (3) days after receipt of such Regulated Investor's notice to the Company of such BHCA No-Cost Tender), and without a requirement for any further action by such Regulated Investor, the Company, the Board or any other Person. For the avoidance of doubt, the exercise of a BHCA No-Cost Tender shall be within any Regulated Investor's sole and exclusive discretion and shall be in addition to, and not in lieu of, any other remedies available to such Regulated Investor under this Agreement, the Certificate of Incorporation or any other Transaction Agreement. Upon receipt of notice of the exercise of a BHCA No-Cost Tender from any Regulated Investor, the Company shall promptly notify each other Regulated Investor in writing of the exercise of such BHCA No-Cost Tender, the number of shares of the Company's capital stock subject to such BHCA No-Cost Tender, and the Regulated Investor exercising such BHCA No-Cost Tender.

(ee) Except as expressly set forth in this Agreement, the Bylaws, the Certificate of Incorporation, the Purchase Agreement, any other Transaction Agreement as of the date hereof or as otherwise restricted under any applicable Law, the Company hereby

acknowledges and agrees that (i) no document or agreement shall restrict the ability of any Regulated Investor to transfer any of its shares of capital stock of the Company, including, without limitation, to any Affiliates of such Regulated Investor, or otherwise require the prior consent of, or notice to, the Company or any of its stockholders therefor and (ii) no future amendment (by amendment, recapitalization or otherwise) of any document or agreement purporting to restrict such transfer shall be effective against any Regulated Investor without such Regulated Investor's vote in favor thereof or written consent with respect thereto.

5.13 Right to Conduct Activities; Disclaimer of Duties. The Company, each Investor and each other Holder acknowledge that nothing in this Agreement or any other Transaction Agreement creates, or shall be deemed to create, a fiduciary duty of any Holder or any of such Holder's Affiliates, to the Company or its stockholders, and that no Holder or any of such Holder's Affiliates is acting as a financial advisor, agent or underwriter to the Company or any of its Affiliates or otherwise on behalf of the Company or any of its Affiliates unless any such Person is retained by the Company or any of its Affiliates to provide such services pursuant to a separate written agreement. The Company, each Investor and each other Holder further acknowledge that each Regulated Investor and their respective Affiliates are in the business of engaging in activities, including investing in, financing and advising companies that may be competitive with or which may have products or services which compete directly or indirectly with those of the Company and its subsidiaries. In addition, each Regulated Investor and each of their respective Affiliates may currently have or in the future develop products or services that compete directly or indirectly with those of the Company. Nothing in this Agreement or any of the other Transaction Agreements shall preclude or in any way restrict any Regulated Investor or any of their respective Affiliates from engaging in any business, activity or operation, including, without limitation, investing in, financing or advising companies or participating in any particular enterprise or activity whether or not such enterprise or activity competes with those of the Company and its subsidiaries. In addition, no Regulated Investor nor any of their respective Affiliates shall be liable to the Company or any Holder or Affiliate of any of them for any claim arising out of, or based upon, (i) the purchase by such Regulated Investor of any securities of any Person that may be competitive to the Company, or (ii) actions taken by such Regulated Investor, any of such Regulated Investor's Affiliates, or any director, employee, officer or other representative of any of them to assist any such competitive company, whether or not such action was taken as a board member of such competitive company, or otherwise, and whether or not such action has a detrimental effect on the Company. In addition, from time to time, in connection with the foregoing activities, any Regulated Investor may have information that may be useful to the Company or its other stockholders (which information may or may not be known by the members of the Board of Directors), and neither any Regulated Investor nor any of such Regulated Investor's Affiliates shall have any duty to disclose any information known to such Person to the Company or any of its other stockholders. The Company shall not enter into or otherwise become bound by any agreement that contains a non-competition, non-solicitation or other restrictive covenant that binds any Regulated Investor or any of their respective Affiliates.

5.14 Other Regulated Investor Matters.

(a) So long as any Regulated Investor holds any shares of capital stock of the Company, the Company shall (i) provide to such Regulated Investor any information reasonably requested by such Regulated Investor regarding the Company's compliance with

applicable Laws; (ii) upon reasonable advance notice and at a reasonable time make available for discussion with such Regulated Investor any member of the Company's management with duties relating to the Company's compliance with applicable Laws and (iii) keep each such Regulated Investor reasonably informed, on a current basis, of any material events, discussions, notices or changes with respect to any tax, criminal or regulatory investigation or action involving the Company or any of its subsidiaries.

(c) The Company and each Holder shall not use any names, trademarks, service marks, logos or trade names of any Regulated Investor or any of such Regulated Investor's Affiliates in any form of advertising or in any form of publicity or public statements, including, without limitation, press releases, without the prior written consent of such Regulated Investor, which consent such Regulated Investor may give or withhold in its sole and exclusive discretion. The Company and each Holder shall have no rights in or to any names, trademarks, service marks, logos, or trade names of any Regulated Investor or any of Affiliates of such Regulated Investor, and such Regulated Investor shall have no rights in or to any names, trademarks, service marks or trade names of the Company or any of its subsidiaries.

(ff) The Company shall institute and maintain in effect policies and procedures reasonably designed to provide, taking into account the Company's size and scope of business, for the Company's compliance in all material respects with all Laws applicable to its operations, properties, assets, products or services, and to operate its business pursuant to, in possession of and in compliance with the terms of all permits, licenses approvals and other authorizations required to conduct its business. Within five (5) days prior to the adoption of any new policy or procedure or an amendment to an existing policy or procedure which materially changes the Company's operations, the Company shall provide the Goldman Observer or the Series E Director (as such term is defined in the Voting Agreement), as applicable, with a copy thereof.

(gg) The Company shall maintain in effect policies and procedures reasonably designed to ensure compliance by the Company and each of its subsidiaries with applicable Anti-Money Laundering Laws (as defined in the Purchase Agreement) and applicable anti-bribery or anti-corruption Laws, each in a form reviewed and approved by the Board of Directors.

(hh) The Company shall maintain in effect (i) a code of conduct governing appropriate workplace behavior and (ii) an anti-harassment and discrimination policy prohibiting discrimination and harassment at the Company, each in a form reviewed and approved by the Board of Directors.

6. Miscellaneous.

6.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; (iii) is transferred such Registrable Securities pursuant to Subsection 2.12(f) or pursuant to a Goldman Permitted Transfer or (iv) after such transfer, holds at least 200,000 shares of Registrable

Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; (y) such transferee is not a Competitor of the Company and (z) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Subsection 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon: (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Subsection 6.5. If notice is given to the Company, a copy (which shall not constitute notice) shall also be sent to David D. Gammell, Esq., Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, One Marina Park Drive, Suite 900, Boston, MA 02210, facsimile: (617) 648-9199 and if notice is given to Stockholders, a copy (which shall not

constitute notice) shall also be given to (i) Paul N. Cicero, Esq., Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018, facsimile: (212) 355-3333, (ii) Cooley LLP, 101 California Street, 5th Floor, San Francisco, CA 94111, Attention: Peter H. Werner and (iii) K&L Gates LLP, 300 South Tryon Street, 10th Floor, Charlotte, NC 28202, Attention: Rick Giovannelli and Michael H. Hutson.

6.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities (other than shares of Series E-2 Preferred Stock and shares of Series F-2 Preferred Stock) (voting as a single class and on an as-converted basis) then-outstanding; provided, that if such amendment or waiver significantly and adversely affects the rights or preferences of the (x) Series E Preferred Stock, shares of Series E-2 Preferred Stock shall be permitted to vote or consent with respect to such amendment or waiver, and such shares of Series E-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the requisite majority has been obtained or (y) Series F Preferred Stock, shares of Series F-2 Preferred Stock shall be permitted to vote or consent with respect to such amendment or waiver, and such shares of Series F-2 Preferred Stock shall be counted, both in the numerator and in the denominator, for purposes of determining whether the requisite majority has been obtained; and provided further that the Company may in its sole discretion waive compliance with Subsection 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Subsection 2.12(c) shall be deemed to be a waiver); and provided further that (i) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party; (ii) no amendment, modification, termination or waiver which would adversely affect the rights of Bain hereunder in a manner disproportionate to any other party hereto (including any party who is permitted to exercise such rights despite such amendment, modification, termination or waiver) shall be effective against Bain without Bain's prior written consent (it being understood that granting senior, pari-passu or junior rights hereunder to purchasers of preferred stock of the Company in a bona fide equity financing shall not, in and of itself, be deemed to adversely affect the rights of Bain hereunder); (iii) no amendment, modification, termination or waiver which would adversely affect the rights of Goldman hereunder in a manner disproportionate to any other party hereto (including any party who is permitted to exercise such rights despite such amendment, modification, termination or waiver) shall be effective against Goldman without Goldman's prior written consent (it being understood that granting senior, pari-passu or junior rights hereunder to purchasers of preferred stock of the Company in a bona fide equity financing shall not, in and of itself, be deemed to adversely affect the rights of Goldman hereunder) and (iv) each Major Investor's rights pursuant to Subsections 3.1 and 3.2 and Section 4 may only be waived, amended or terminated with such Major Investor's written consent. Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such

transaction; provided that in the event any Major Investor actually purchases any such securities in any such offering by the Company, then each other Major Investor shall be permitted to participate in such offering on a pro rata basis (based on the level of participation of the Major Investor purchasing the largest portion of such Major Investor's pro rata share), in accordance with the other provisions (including notice and election periods) set forth in Section 4). Notwithstanding anything to the contrary set forth herein, Subsection 5.7(a) and this sentence may be amended and the observance of such term may be waived (either generally or in a particular instance) only with the written consent of Temasek. Notwithstanding anything to the contrary set forth herein, each of Subsections 1.4, 1.10 (as such Subsection relates to Goldman), 1.20, the third sentence of Subsection 2.11, Subsections 2.12(e), 2.12(f), Subsections 3.1(a), 3.1(b), 3.1(c), 3.1(e), 3.1(f) and the final paragraph of 3.1 (as such Subsections relate to any Regulated Investor (including, without limitation, to the information provided to any Regulated Investor thereunder)), 3.4 (as such Subsection relates to such Regulated Investor), 4.1(f), 5.7(b), 5.8, 5.9, 5.10, 5.12, 5.13 (as such Subsection relates to such Regulated Investor), 5.14, clause (iii) of the immediately preceding sentence and this sentence may be amended and the observance of such term may be waived (either generally or in a particular instance) only with the written consent of Goldman. Notwithstanding anything to the contrary set forth herein, Subsection 5.7(c) and this sentence may be amended and the observance of such term may be waived (either generally or in a particular instance) only with the written consent of F-Prime. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Subsection 6.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series F Preferred Stock after the date hereof, whether pursuant to the Purchase Agreement or otherwise, any purchaser of such shares of Series F Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.11 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

The prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the United States District Court for the District of Delaware or any court of the State of Delaware having subject matter jurisdiction.

6.12 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.13 Acknowledgment. The Company acknowledges that the Investors are in the business of venture capital investing and therefore review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company. Nothing in this Agreement shall preclude or in any way restrict the Investors from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company.

6.14 Amendment and Restatement of Prior Agreement. By their signatures hereto, each of (i) the Company and (ii) the holders of at least a majority of the shares of Registrable Securities outstanding prior to the Initial Closing (as defined in the Purchase Agreement) on their own behalf and on behalf of all of holders of shares of Registrable Securities outstanding prior to the Initial Closing: (a) consent to the amendment and restatement of the Prior Agreement and (b) agree that upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated in its entirety as set forth in this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FLYWIRE CORPORATION

By: /s/ Michael Massaro

Name: Michael Massaro

Title: Chief Executive Officer

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

Goldman Sachs PSI Global Holdings, LLC

By: /s/ Ashwin Gupta

Name: Ashwin Gupta

Title: Authorized Signatory

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

STONEBRIDGE 2020 OFFSHORE HOLDINGS II, L.P.

By: Bridge Street Opportunity Advisors, L.L.C., its General
Partner

/s/ Susan Hodgkinson

Susan Hodgkinson

Vice President and Secretary

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

STONEBRIDGE 2020, L.P.

By: Bridge Street Opportunity Advisors, L.L.C., its
General Partner

By: /s/ Susan Hodgkinson

Name: Susan Hodgkinson

Title: Vice President and Secretary

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

**SUNLEY HOUSE CAPITAL MASTER LIMITED
PARTNERSHIP**

By: Sunley House Capital GP LP, its General Partner
By: Sunley House Capital GP LLC, its General Partner

By: /s/ Jhaleh Ghassemi

Name: Jhaleh Ghassemi

Title: Chief Financial Officer

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

WHALE ROCK FLAGSHIP MASTER FUND, LP

By: Whale Rock Capital Partners LLC, a Delaware limited liability company and general partner of Whale Rock Flagship Master Fund, LP

By: /s/ Alexander Sacerdote

Name: Alexander Sacerdote

Title: Managing Member

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

WHALE ROCK FLAGSHIP (AI) FUND LP

By: Whale Rock Capital Partners LLC, a Delaware limited liability company and general partner of Whale Rock Flagship (AI) Fund LP

By: /s/ Alexander Sacerdote

Name: Alexander Sacerdote

Title: Managing Member

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

WHALE ROCK LONG OPPORTUNITIES MASTER
FUND, LP

By: Whale Rock Capital Long Opportunities Partners LLC,
a Delaware limited liability company and general partner of
Whale Rock Long Opportunities Master Fund, LP

By: /s/ Alexander Sacerdote

Name: Alexander Sacerdote

Title: Managing Member

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

Adage Capital Partners, LP

By: Adage Capital Partners, GP, LLC, its General Partner

By: Adage Capital Advisors, LLC, its Managing Member

/s/ Dan Lehan

Name: Dan Lehan

Title: Chief Operating Officer

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

SPARK CAPITAL II, L.P.

SPARK CAPITAL FOUNDERS' FUND II, L.P.

By: Spark Management Partners II, LLC, Their General
Partner

By: 

Managing Member


Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

Spark Capital Growth Fund, L.P.

By: Spark Growth Management Partners, LLC
Its General Partner

By: 

Managing Member


Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

Spark Capital Growth Founders' Fund, L.P.

By: Spark Growth Management Partners, LLC
Its General Partner

By: 

Managing Member

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

OSSA INVESTMENTS PTE. LTD.

By: /s/ Png Chin Yee

Name: Png Chin Yee

Title: Authority Signatory

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

MARSHALL WACE IRELAND LIMITED in its capacity as manager of **MARSHALL WACE INVESTMENT STRATEGIES**, an umbrella unit trust established in Ireland with limited liability between sub-trusts, acting solely in respect of the **EUREKA FUND** by its Investment Manager, **MARSHALL WACE LLP:**

By: /s/ Jon May

Name: Jon May

Title: Authorized Signatory

By: /s/ Claire Musgrave

Name: Claire Musgrave

Title: Authorized Signatory

Signature Page to Flywire Corporation Seventh Amended and Restated Investors' Rights Agreement

FLYWIRE CORPORATION
2021 EQUITY INCENTIVE PLAN
(AS ADOPTED ON APRIL 28, 2021)

FLYWIRE CORPORATION
2021 EQUITY INCENTIVE PLAN

ARTICLE 1. INTRODUCTION.

The Board adopted the Plan to become effective immediately, although no Awards may be granted prior to the IPO Date. The purpose of the Plan is to promote the long-term success of the Company and the creation of stockholder value by (a) encouraging Service Providers to focus on critical long-range corporate objectives, (b) encouraging the attraction and retention of Service Providers with exceptional qualifications and (c) linking Service Providers directly to stockholder interests through increased stock ownership. The Plan seeks to achieve this purpose by providing for Awards in the form of Options (which may be ISOs or NSOs), SARs, Restricted Shares and Restricted Stock Units. Capitalized terms used in this Plan are defined in Article 14.

ARTICLE 2. ADMINISTRATION.

2.1 General. The Plan may be administered by the Board or one or more Committees to which the Board (or an authorized Board committee) has delegated authority. If administration is delegated to a Committee, the Committee shall have the powers theretofore possessed by the Board, including, to the extent permitted by applicable law, the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to either the Board or the Administrator shall hereafter also encompass the Committee or subcommittee, as applicable). The Board may abolish the Committee's delegation at any time and the Board shall at all times also retain the authority it has delegated to the Committee. The Administrator shall comply with rules and regulations applicable to it, including under the rules of any exchange on which the Common Shares are traded, and shall have the authority and be responsible for such functions as have been assigned to it.

2.2 Section 16. To the extent desirable to qualify transactions hereunder as exempt under Exchange Act Rule 16b-3, the transactions contemplated hereunder will be approved by the entire Board or a Committee of two or more "non-employee directors" within the meaning of Exchange Act Rule 16b-3.

2.3 Powers of Administrator. Subject to the terms of the Plan, and in the case of a Committee, subject to the specific duties delegated to the Committee, the Administrator shall have the authority to (a) select the Service Providers who are to receive Awards under the Plan, (b) determine the type, number, vesting requirements and other features and conditions of such Awards, (c) interpret the Plan and Awards granted under the Plan, (d) determine whether, when and to what extent an Award has become vested and/or exercisable and whether any performance-based vesting conditions have been satisfied, (e) make, amend and rescind rules relating to the Plan and Awards granted under the Plan, including rules relating to sub-plans established for the purposes of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws, (f) impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant of any Common Shares issued pursuant to an Award, including restrictions under an insider trading policy and restrictions as to the use of a specified brokerage firm for such resales,

and (g) make all other decisions relating to the operation of the Plan and Awards granted under the Plan. In addition, with regard to the terms and conditions of Awards granted to Service Providers outside of the United States, the Administrator may vary from the provisions of the Plan (other than any requiring stockholder approval pursuant to Section 13.3) to the extent it determines it necessary and appropriate to do so.

2.4 Effect of Administrator's Decisions. The Administrator's decisions, determinations and interpretations shall be final and binding on all interested parties.

2.5 Governing Law. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice-of-law provisions).

ARTICLE 3. SHARES AVAILABLE FOR GRANTS.

3.1 Basic Limitation. Common Shares issued pursuant to the Plan may be authorized but unissued shares or treasury shares. The aggregate number of Common Shares issued under the Plan shall not exceed the sum of (a) 9,201,156 Common Shares, (b) any Common Shares subject to awards granted under the Predecessor Plan that are outstanding on the IPO Date that subsequently are forfeited, expire or lapse unexercised or unsettled and Common Shares issued pursuant to awards granted under the Predecessor Plan that are outstanding on the IPO Date and that are subsequently forfeited to or reacquired by the Company, (c) the number of Common Shares reserved under the Predecessor Plan that are not issued or subject to outstanding awards under the Predecessor Plan on the IPO Date and (d) the additional Common Shares described in Articles 3.2 and 3.3; provided, however, that no more than 6,047,227 Common Shares, in the aggregate, shall be added to the Plan pursuant to clauses (b) and (c). The Company shall reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of the Plan. The numerical limitations in this Article 3.1 shall be subject to adjustment pursuant to Article 9.

3.2 Annual Increase in Shares. On the first day of each fiscal year of the Company during the term of the Plan, commencing in 2022 and ending in (and including) 2031, the aggregate number of Common Shares that may be issued under the Plan shall automatically increase by a number equal to the lesser of (a) 5% of the total number of Common Shares actually issued and outstanding on the last day of the preceding fiscal year, or (b) a number of Common Shares determined by the Board.

3.3 Shares Returned to Reserve. To the extent that Options, SARs, Restricted Stock Units or other Awards are forfeited, cancelled or expire for any reason before being exercised or settled in full, the Common Shares subject to such Awards shall again become available for issuance under the Plan. If SARs are exercised or Restricted Stock Units are settled, then only the number of Common Shares (if any) actually issued to the Participant upon exercise of such SARs or settlement of such Restricted Stock Units, as applicable, shall reduce the number of Common Shares available under Article 3.1 and the balance shall again become available for issuance under the Plan. If Restricted Shares or Common Shares issued upon the exercise of Options are reacquired by the Company pursuant to a forfeiture provision, repurchase right or for any other reason, then such Common Shares shall again become available for issuance under the Plan. Common Shares applied to pay the Exercise Price of Options or to satisfy tax withholding obligations related to any Award shall again become available for issuance under the Plan. To the extent that an Award is settled in cash rather than Common Shares, the cash settlement shall not reduce the number of Shares available for issuance under the Plan.

3.4 Awards Not Reducing Share Reserve. To the extent permitted under applicable exchange listing standards, any dividend equivalents paid or credited under the Plan with respect to Restricted Stock Units shall not be applied against the number of Common Shares that may be issued under the Plan, whether or not such dividend equivalents are converted into Restricted Stock Units. In addition, Common Shares subject to Substitute Awards granted by the Company shall not reduce the number of Common Shares that may be issued under Article 3.1, nor shall shares subject to Substitute Awards again be available for Awards under the Plan in the event of any forfeiture, expiration or cash settlement of such Substitute Awards.

3.5 Code Section 422 and Other Limits. Subject to adjustment in accordance with Article 9:

(a) No more than 15,248,383 Common Shares may be issued under the Plan upon the exercise of ISOs.

(b) The aggregate grant date fair value of Awards granted to an Outside Director during any one fiscal year of the Company, together with the value of any cash compensation paid to the Outside Director during such fiscal year, may not exceed \$750,000 (on a per-Director basis); provided however that the limitation that will apply in the fiscal year in which the Outside Director is initially appointed or elected to the Board shall instead be \$1,000,000. For purposes of this limitation, the grant date fair value of an Award shall be determined in accordance with the assumptions that the Company uses to estimate the value of share-based payments for financial reporting purposes. For the sake of clarity, neither Awards granted, nor compensation paid, to an individual for his or her service as an Employee or Consultant, but not as an Outside Director, shall count towards this limitation.

ARTICLE 4. ELIGIBILITY.

4.1 Incentive Stock Options. Only Employees who are common-law employees of the Company, a Parent or a Subsidiary shall be eligible for the grant of ISOs. In addition, an Employee who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company or any of its Parents or Subsidiaries shall not be eligible for the grant of an ISO unless the additional requirements set forth in Code Section 422(c)(5) are satisfied.

4.2 Other Awards. Awards other than ISOs may be granted to both Employees and other Service Providers.

ARTICLE 5. OPTIONS.

5.1 Stock Option Agreement. Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. Such Option shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The Stock Option Agreement shall specify whether the Option is intended to be an ISO or an NSO. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

5.2 Number of Shares. Each Stock Option Agreement shall specify the number of Common Shares subject to the Option, which number shall adjust in accordance with Article 9.

5.3 Exercise Price. Each Stock Option Agreement shall specify the Exercise Price, which shall not be less than 100% of the Fair Market Value of a Common Share on the date of grant. The preceding sentence shall not apply to an Option that is a Substitute Award granted in a manner that would satisfy the requirements of Code Section 409A and, if applicable, Code Section 424(a).

5.4 Exercisability and Term. Each Stock Option Agreement shall specify the date or event when all or any installment of the Option is to become vested and/or exercisable. The vesting and exercisability conditions applicable to the Option may include service-based conditions, performance-based conditions, such other conditions as the Administrator may determine, or any combination of such conditions. The Stock Option Agreement shall also specify the term of the Option; provided that, except to the extent necessary to comply with applicable foreign law, the term of an Option shall in no event exceed 10 years from the date of grant. A Stock Option Agreement may provide for accelerated vesting and/or exercisability upon certain specified events and may provide for expiration prior to the end of its term in the event of the termination of the Optionee's service.

5.5 Death of Optionee. After an Optionee's death, any vested and exercisable Options held by such Optionee may be exercised by his or her beneficiary or beneficiaries. Each Optionee may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Optionee's death. If no beneficiary was designated or if no designated beneficiary survives the Optionee, then any vested and exercisable Options held by the Optionee may be exercised by his or her estate.

5.6 Modification or Assumption of Options. Within the limitations of the Plan, the Administrator may modify, extend or assume outstanding options. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, materially impair his or her rights or obligations under such Option. Notwithstanding anything in this Plan to the contrary, and except for the adjustments provided in Article 9, neither the Administrator nor any other person may (a) decrease the exercise price for any outstanding Option after the date of grant, (b) cancel or allow an Optionee to surrender an outstanding Option to the Company in exchange for cash or as consideration for the grant of a new Option with a lower exercise price or the grant of another type of Award the effect of which is to reduce the exercise price of any outstanding Option, or (c) take any other action with respect to an Option that would be treated as a repricing under the rules and regulations of the Nasdaq Stock Market (or such other principal U.S. national securities exchange on which the Common Shares are traded).

5.7 Buyout Provisions. Except to the extent prohibited by Article 5.6, the Administrator may at any time (a) offer to buy out for a payment in cash or cash equivalents an Option previously granted or (b) authorize an Optionee to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Administrator shall establish.

5.8 Payment for Option Shares. The entire Exercise Price of Common Shares issued upon exercise of Options shall be payable in cash or cash equivalents at the time when such Common Shares are purchased. In addition, the Administrator may, in its sole discretion and to the extent permitted by applicable law, accept payment of all or a portion of the Exercise Price through any one or a combination of the following forms or methods:

- (a) Subject to any conditions or limitations established by the Administrator, by surrendering, or attesting to the ownership of, Common Shares that are already owned by the Optionee with a value on the date of surrender equal to the aggregate exercise price of the Common Shares as to which such Option will be exercised;
- (b) By delivering (on a form prescribed by the Company) an irrevocable direction to a securities broker approved by the Company to sell all or part of the Common Shares being purchased under the Plan and to deliver all or part of the sales proceeds to the Company;
- (c) Subject to such conditions and requirements as the Administrator may impose from time to time, through a net exercise procedure; or
- (d) Through any other form or method consistent with applicable laws, regulations and rules.

ARTICLE 6. STOCK APPRECIATION RIGHTS.

6.1 SAR Agreement. Each grant of a SAR under the Plan shall be evidenced by a SAR Agreement between the Optionee and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Agreements entered into under the Plan need not be identical.

6.2 Number of Shares. Each SAR Agreement shall specify the number of Common Shares to which the SAR pertains, which number shall adjust in accordance with Article 9.

6.3 Exercise Price. Each SAR Agreement shall specify the Exercise Price, which shall in no event be less than 100% of the Fair Market Value of a Common Share on the date of grant. The preceding sentence shall not apply to a SAR that is a Substitute Award granted in a manner that would satisfy the requirements of Code Section 409A.

6.4 Exercisability and Term. Each SAR Agreement shall specify the date when all or any installment of the SAR is to become vested and exercisable. The vesting and exercisability conditions applicable to the SAR may include service-based conditions, performance-based conditions, such other conditions as the Administrator may determine, or any combination thereof. The SAR Agreement shall also specify the term of the SAR; provided that except to the extent necessary to comply with applicable foreign law, the term of a SAR shall not exceed 10 years from the date of grant. A SAR Agreement may provide for accelerated vesting and exercisability upon certain specified events and may provide for expiration prior to the end of its term in the event of the termination of the Optionee's service.

6.5 Exercise of SARs. Upon exercise of a SAR, the Optionee (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (a) Common

Shares, (b) cash or (c) a combination of Common Shares and cash, as the Administrator shall determine. The amount of cash and/or the Fair Market Value of Common Shares received upon exercise of SARs shall, in the aggregate, not exceed the amount by which the Fair Market Value (on the date of surrender) of the Common Shares subject to the SARs exceeds the Exercise Price. If, on the date when a SAR expires, the Exercise Price is less than the Fair Market Value on such date but any portion of such SAR has not been exercised or surrendered, then such SAR shall automatically be deemed to be exercised as of such date with respect to such portion. A SAR Agreement may also provide for an automatic exercise of the SAR on an earlier date.

6.6 Death of Optionee. After an Optionee's death, any vested and exercisable SARs held by such Optionee may be exercised by his or her beneficiary or beneficiaries. Each Optionee may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Optionee's death. If no beneficiary was designated or if no designated beneficiary survives the Optionee, then any vested and exercisable SARs held by the Optionee at the time of his or her death may be exercised by his or her estate.

6.7 Modification or Assumption of SARs. Within the limitations of the Plan, the Administrator may modify, extend or assume outstanding SARs. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the Optionee, materially impair his or her rights or obligations under such SAR. Notwithstanding anything in this Plan to the contrary, and except for the adjustments provided in Article 9, neither the Administrator nor any other person may (a) decrease the exercise price for any outstanding SAR after the date of grant, (b) cancel or allow an Optionee to surrender an outstanding SAR to the Company in exchange for cash or as consideration for the grant of a new SAR with a lower exercise price or the grant of another type of Award the effect of which is to reduce the exercise price of any outstanding SAR, or (c) take any other action with respect to a SAR that would be treated as a repricing under the rules and regulations of the Nasdaq Stock Market (or such other principal U.S. national securities exchange on which the Common Shares are traded).

ARTICLE 7. RESTRICTED SHARES.

7.1 Restricted Stock Agreement. Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Stock Agreement between the recipient and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Stock Agreements entered into under the Plan need not be identical.

7.2 Payment for Awards. Restricted Shares may be sold or awarded under the Plan for such consideration as the Administrator may determine, including (without limitation) cash, cash equivalents, property, cancellation of other equity awards, promissory notes, past services and future services, and such other methods of payment as are permitted by applicable law.

7.3 Vesting Conditions. Each Award of Restricted Shares may or may not be subject to vesting and/or other conditions as the Administrator may determine. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Agreement. A Restricted Stock Agreement may provide for accelerated vesting upon certain specified events.

7.4 Voting and Dividend Rights. The holders of Restricted Shares awarded under the Plan shall have the same voting, dividend and other rights as the Company's other stockholders, unless the Administrator otherwise provides. A Restricted Stock Agreement, however, may require that any cash dividends paid on Restricted Shares (a) be accumulated and paid when such Restricted Shares vest, or (b) be invested in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the shares subject to the Award with respect to which the dividends were paid. In addition, unless the Administrator provides otherwise, if any dividends or other distributions are paid in Common Shares, such Common Shares shall be subject to the same restrictions on transferability and forfeitability as the Restricted Shares with respect to which they were paid.

7.5 Modification or Assumption of Restricted Shares. Within the limitations of the Plan, the Administrator may modify or assume outstanding Restricted Shares or may accept the cancellation of outstanding restricted shares (whether granted by the Company or by another issuer) in return for the grant of new Restricted Shares for the same or a different number of shares or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of Restricted Shares shall, without the consent of the Participant, materially impair his or her rights or obligations under such Restricted Shares.

ARTICLE 8. RESTRICTED STOCK UNITS.

8.1 Restricted Stock Unit Agreement. Each grant of Restricted Stock Units under the Plan shall be evidenced by a Restricted Stock Unit Agreement between the recipient and the Company. Such Restricted Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Stock Unit Agreements entered into under the Plan need not be identical.

8.2 Payment for Awards. To the extent that an Award is granted in the form of Restricted Stock Units, no cash consideration shall be required of the Award recipients.

8.3 Vesting Conditions. Each Award of Restricted Stock Units may or may not be subject to vesting, as determined by the Administrator. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Unit Agreement. Vesting conditions may include service-based conditions, performance-based conditions, such other conditions as the Administrator may determine, or any combination thereof. A Restricted Stock Unit Agreement may provide for accelerated vesting upon certain specified events.

8.4 Voting and Dividend Rights. The holders of Restricted Stock Units shall have no voting rights. Prior to settlement or forfeiture, Restricted Stock Units awarded under the Plan may, at the Administrator's discretion, provide for a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Common Share while the Restricted Stock Unit is outstanding. Dividend equivalents may be converted into additional Restricted Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Common Shares, or in a combination of both. Prior to distribution, any dividend equivalents shall be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach.

8.5 Form and Time of Settlement of Restricted Stock Units. Settlement of vested Restricted Stock Units may be made in the form of (a) cash, (b) Common Shares or (c) any combination of both, as determined by the Administrator. The actual number of Restricted Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Restricted Stock Units into cash may include (without limitation) a method based on the average value of Common Shares over a series of trading days. Vested Restricted Stock Units shall be settled in such manner and at such time(s) as specified in the Restricted Stock Unit Agreement. Until an Award of Restricted Stock Units is settled, the number of such Restricted Stock Units shall be subject to adjustment pursuant to Article 9.

8.6 Death of Recipient. Any Restricted Stock Units that become payable after the recipient's death shall be distributed to the recipient's beneficiary or beneficiaries. Each recipient of Restricted Stock Units under the Plan may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Award recipient's death. If no beneficiary was designated or if no designated beneficiary survives the Award recipient, then any Restricted Stock Units that become payable after the recipient's death shall be distributed to the recipient's estate.

8.7 Modification or Assumption of Restricted Stock Units. Within the limitations of the Plan, the Administrator may modify or assume outstanding restricted stock units or may accept the cancellation of outstanding restricted stock units (whether granted by the Company or by another issuer) in return for the grant of new Restricted Stock Units for the same or a different number of shares or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of a Restricted Stock Unit shall, without the consent of the Participant, materially impair his or her rights or obligations under such Restricted Stock Unit.

8.8 Creditors' Rights. A holder of Restricted Stock Units shall have no rights other than those of a general creditor of the Company. Restricted Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Restricted Stock Unit Agreement.

ARTICLE 9. ADJUSTMENTS; DISSOLUTIONS AND LIQUIDATIONS; CORPORATE TRANSACTIONS.

9.1 Adjustments. In the event of a subdivision of the outstanding Common Shares, a declaration of a dividend payable in Common Shares, a combination or consolidation of the outstanding Common Shares (by reclassification or otherwise) into a lesser number of Common Shares or any other increase or decrease in the number of issued Common Shares effected without receipt of consideration by the Company, proportionate adjustments shall be made to the following:

- (a) The number and kind of shares available for issuance under Article 3, including the numerical share limits in Articles 3.1 and 3.5;
- (b) The number and kind of shares covered by each outstanding Option, SAR, and Restricted Stock Unit; and/or

- (c) The Exercise Price applicable to each outstanding Option and SAR, and the repurchase price, if any, applicable to Restricted Shares.

In the event of a declaration of an extraordinary dividend payable in a form other than Common Shares in an amount that has a material effect on the price of Common Shares, a recapitalization, a spin-off or a similar occurrence, the Administrator may make such adjustments as it, in its sole discretion, deems appropriate to the foregoing. Any adjustment in the number of shares subject to an Award under this Article 9.1 shall be rounded down to the nearest whole share, although the Administrator in its sole discretion may make a cash payment in lieu of a fractional share. Except as provided in this Article 9, a Participant shall have no rights by reason of any issuance by the Company of stock of any class or securities convertible into stock of any class, any subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class.

9.2 Dissolution or Liquidation. To the extent not previously exercised or settled, Options, SARs and Restricted Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

9.3 Corporate Transactions. In the event that the Company is a party to a merger, consolidation, or a Change in Control (other than one described in Article 14.6(d)), all Common Shares acquired under the Plan and all Awards outstanding on the effective date of the transaction shall be treated in the manner described in the definitive transaction agreement (or, in the event the transaction does not entail a definitive agreement to which the Company is party, in the manner determined by the Administrator, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Awards (or portions thereof) in an identical manner. Unless an Award Agreement provides otherwise, the treatment specified in the transaction agreement or by the Administrator may include (without limitation) one or more of the following with respect to each outstanding Award:

(a) The continuation of such outstanding Award by the Company (if the Company is the surviving entity);

(b) The assumption of such outstanding Award by the surviving entity or its parent, provided that the assumption of an Option or a SAR shall comply with applicable tax requirements;

(c) The substitution by the surviving entity or its parent of an equivalent award for such outstanding Award (including, but not limited to, an award to acquire the same consideration paid to the holders of Common Shares in the transaction), provided that the substitution of an Option or a SAR shall comply with applicable tax requirements;

(d) In the case of an Option or SAR, the cancellation of such Award without payment of any consideration. An Optionee shall be able to exercise his or her outstanding Option or SAR, to the extent such Option or SAR is then vested or become vested as of the effective time of the transaction, during a period of not less than five full business days preceding the closing date of the transaction, unless (i) a shorter period is required to permit a timely closing of the transaction and (ii) such shorter period still offers the Optionees a reasonable opportunity to exercise such Option or SAR. Any exercise of such Option or SAR during such period may be contingent on the closing of the transaction;

(e) The cancellation of such Award and a payment to the Participant with respect to each share subject to the portion of the Award that is vested or becomes vested as of the effective time of the transaction equal to the excess of (A) the value, as determined by the Administrator in its absolute discretion, of the property (including cash) received by the holder of a Common Share as a result of the transaction, over (if applicable) (B) the per-share Exercise Price of such Award (such excess, if any, the “**Spread**”). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving entity or its parent having a value equal to the Spread. In addition, any escrow, holdback, earn-out or similar provisions in the transaction agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Common Shares. If the Spread applicable to an Award (whether or not vested) is zero or a negative number, then the Award may be cancelled without making a payment to the Participant. In the event that an Award is subject to Code Section 409A, the payment described in this clause (e) shall be made on the settlement date specified in the applicable Award Agreement, provided that settlement may be accelerated in accordance with Treasury Regulation Section 1.409A-3(j)(4); or

(f) The assignment of any reacquisition or repurchase rights held by the Company in respect of an Award of Restricted Shares to the surviving entity or its parent, with corresponding proportionate adjustments made to the price per share to be paid upon exercise of any such reacquisition or repurchase rights.

Unless an Award Agreement provides otherwise, each outstanding Award held by a Participant who remains a Service Provider as of the effective time of a merger, consolidation or Change in Control (other than one described in Article 14.6(d)) (a “**Current Participant**”) shall become fully vested and, if applicable, exercisable immediately prior to the effective time of the transaction and, in the case of an Award subject to performance-based vesting conditions, such performance-based vesting conditions shall be deemed achieved at 100% of target levels. However, the prior sentence shall not apply, and an outstanding Award shall not become vested and, if applicable, exercisable, if and to the extent the Award is continued, assumed or substituted as provided for in clauses (a), (b) or (c) above. In addition, the prior two sentences shall not apply to an Award held by a Participant who is not a Current Participant unless an Award Agreement provides otherwise or unless the Company and the acquirer agree otherwise.

For avoidance of doubt, the Administrator shall have the discretion, exercisable either at the time an Award is granted or at any time while the Award remains outstanding, to provide for the acceleration of vesting upon the occurrence of a Change in Control, whether or not the Award is to be assumed or replaced in the transaction, or in connection with a termination of the Participant’s service following a transaction.

Any action taken under this Article 9.3 shall either preserve an Award’s status as exempt from Code Section 409A or comply with Code Section 409A.

ARTICLE 10. OTHER AWARDS.

Subject in all events to the limitations under Article 3 above as to the number of Common Shares available for issuance under this Plan, the Company may grant other forms of Awards not specifically described herein and may grant awards under other plans or programs, where such awards are settled in the form of Common Shares issued under this Plan. Such Common Shares shall be treated for all purposes under the Plan like Common Shares issued in settlement of Restricted Stock Units and shall, when issued, reduce the number of Common Shares available under Article 3.

ARTICLE 11. LIMITATION ON RIGHTS.

11.1 Retention Rights. Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain a Service Provider. The Company and its Parents, Subsidiaries and Affiliates reserve the right to terminate the Service of any Service Provider at any time, with or without cause, subject to applicable laws, the Company's certificate of incorporation and by-laws and a written employment agreement (if any).

11.2 Stockholders' Rights. Except as set forth in Article 7.4 or 8.4 above, a Participant shall have no dividend rights, voting rights or other rights as a stockholder with respect to any Common Shares covered by his or her Award prior to the time when a stock certificate for such Common Shares is issued or, if applicable, the time when he or she becomes entitled to receive such Common Shares by filing any required notice of exercise and paying any required Exercise Price. No adjustment shall be made for cash dividends or other rights for which the record date is prior to such time, except as expressly provided in the Plan.

11.3 Regulatory Requirements. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Common Shares under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Common Shares pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Common Shares, to their registration, qualification or listing or to an exemption from registration, qualification or listing. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed necessary by the Company's counsel to be necessary to the lawful issuance and sale of any Common Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority will not have been obtained.

11.4 Transferability of Awards. The Administrator may, in its sole discretion, permit transfer of an Award in a manner consistent with applicable law. Unless otherwise determined by the Administrator, Awards shall be transferable by a Participant only by (a) beneficiary designation, (b) a will or (c) the laws of descent and distribution; provided that, in any event, an ISO may only be transferred by will or by the laws of descent and distribution and may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee's guardian or legal representative.

11.5 Recoupment Policy. All Awards granted under the Plan, all amounts paid under the Plan and all Common Shares issued under the Plan shall be subject to recoupment, clawback or recovery by the Company in accordance with applicable law and with Company policy

(whenever adopted) regarding same, whether or not such policy is intended to satisfy the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Sarbanes-Oxley Act, or other applicable law, as well as any implementing regulations and/or listing standards thereunder.

11.6 Other Conditions and Restrictions on Common Shares. Any Common Shares issued under the Plan shall be subject to such forfeiture conditions, rights of repurchase, rights of first refusal, other transfer restrictions and such other terms and conditions as the Administrator may determine. Such conditions and restrictions shall be set forth in the applicable Award Agreement and shall apply in addition to any restrictions that may apply to holders of Common Shares generally. In addition, Common Shares issued under the Plan shall be subject to such conditions and restrictions imposed either by applicable law or by Company policy, as adopted from time to time, designed to ensure compliance with applicable law or laws with which the Company determines in its sole discretion to comply including in order to maintain any statutory, regulatory or tax advantage.

ARTICLE 12. TAXES.

12.1 General. It is a condition to each Award under the Plan that a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any federal, state, local or foreign withholding tax obligations that arise in connection with any Award granted under the Plan. The Company shall not be required to issue any Common Shares or make any cash payment under the Plan unless such obligations are satisfied.

12.2 Share Withholding. To the extent that applicable law subjects a Participant to tax withholding obligations, the Administrator may permit such Participant to satisfy all or part of such obligations by having the Company withhold all or a portion of any Common Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Common Shares that he or she previously acquired. Such Common Shares shall be valued on the date when they are withheld or surrendered. Any payment of taxes by assigning Common Shares to the Company may be subject to restrictions including any restrictions required by SEC, accounting or other rules.

12.3 Section 409A Matters. Except as otherwise expressly set forth in an Award Agreement, it is intended that Awards granted under the Plan either be exempt from, or comply with, the requirements of Code Section 409A. To the extent an Award is subject to Code Section 409A (a “**409A Award**”), the terms of the Plan, the Award and any written agreement governing the Award shall be interpreted to comply with the requirements of Code Section 409A so that the Award is not subject to additional tax or interest under Code Section 409A, unless the Administrator expressly provides otherwise. A 409A Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order for it to comply with the requirements of Code Section 409A. In this regard, if any amount under a 409A Award is payable upon a “separation from service” to an individual who is considered a “specified employee” (as each term is defined under Code Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant’s separation from service or (ii) the Participant’s death, but only to the extent such delay is necessary to prevent such payment from being subject to Code Section 409A(a)(1).

12.4 Limitation on Liability. Neither the Company nor any person serving as Administrator shall have any liability to a Participant in the event an Award held by the Participant fails to achieve its intended characterization under applicable tax law.

ARTICLE 13. FUTURE OF THE PLAN.

13.1 Term of the Plan. The Plan, as set forth herein, shall become effective on the date of its adoption by the Board, subject to approval of the Company's stockholders under Article 13.3 below. The Plan shall terminate automatically 10 years after the date when the Board adopted the Plan.

13.2 Amendment or Termination. The Board may, at any time and for any reason, amend or terminate the Plan. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan, or any amendment thereof, shall not affect any Award previously granted under the Plan.

13.3 Stockholder Approval. To the extent required by applicable law, the Plan will be subject to the approval of the Company's stockholders within 12 months of its adoption date. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations or rules.

ARTICLE 14. DEFINITIONS.

14.1 "**Administrator**" means the Board or any Committee administering the Plan in accordance with Article 2.

14.2 "**Affiliate**" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

14.3 "**Award**" means any award granted under the Plan, including as an Option, a SAR, a Restricted Share award, a Restricted Stock Unit award or another form of equity-based compensation award.

14.4 "**Award Agreement**" means a Stock Option Agreement, a SAR Agreement, a Restricted Stock Agreement, a Restricted Stock Unit Agreement or such other agreement evidencing an Award granted under the Plan.

14.5 "**Board**" means the Company's Board of Directors, as constituted from time to time and, where the context so requires, reference to the "Board" may refer to a Committee to whom the Board has delegated authority to administer any aspect of this Plan.

14.6 "**Change in Control**" means:

(a) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities;

(b) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(c) The consummation of a merger or consolidation of the Company with or into any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(d) Individuals who are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board over a period of 12 months; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction. In addition, if a Change in Control constitutes a payment event with respect to any Award which provides for a deferral of compensation and is subject to Code Section 409A, then notwithstanding anything to the contrary in the Plan or applicable Award Agreement the transaction with respect to such Award must also constitute a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

14.7 “**Code**” means the Internal Revenue Code of 1986, as amended.

14.8 “**Committee**” means a committee of one or more members of the Board, or of other individuals satisfying applicable laws, appointed by the Board to administer the Plan.

14.9 “**Common Share**” means one share of the Company’s common stock.

14.10 “**Company**” means Flywire Corporation, a Delaware corporation.

14.11 “**Consultant**” means a consultant or adviser who provides *bona fide* services to the Company, a Parent, a Subsidiary or an Affiliate as an independent contractor and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Securities Act.

14.12 “**Employee**” means a common-law employee of the Company, a Parent, a Subsidiary or an Affiliate.

14.13 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

14.14 “**Exercise Price**,” in the case of an Option, means the amount for which one Common Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. “Exercise Price,” in the case of a SAR, means an amount, as specified in the applicable SAR Agreement, which is subtracted from the Fair Market Value of one Common Share in determining the amount payable upon exercise of such SAR.

14.15 “**Fair Market Value**” means the closing price of a Common Share on any established stock exchange or a national market system on the applicable date or, if the applicable date is not a trading day, on the last trading day prior to the applicable date, as reported in a source that the Administrator deems reliable. If Common Shares are not traded on an established stock exchange or a national market system, the Fair Market Value shall be determined by the Administrator in good faith on such basis as it deems appropriate. The Administrator’s determination shall be conclusive and binding on all persons. Notwithstanding the foregoing, the determination of the Fair Market Value in all cases shall be in accordance with the requirements set forth under Section 409A of the Code to the extent necessary for an Award to comply with, or be exempt from, Section 409A of the Code.

14.16 “**IPO Date**” means the effective date of the registration statement filed by the Company with the Securities and Exchange Commission for its initial offering of the Common Shares to the public.

14.17 “**ISO**” means an incentive stock option described in Code Section 422(b).

14.18 “**NSO**” means a stock option not described in Code Sections 422 or 423.

14.19 “**Option**” means an ISO or NSO granted under the Plan and entitling the holder to purchase Common Shares.

14.20 “**Optionee**” means an individual or estate holding an Option or SAR.

14.21 “**Outside Director**” means a member of the Board who is not an Employee.

14.22 “**Parent**” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

14.23 “**Participant**” means an individual or estate holding an Award.

14.24 “**Plan**” means this Flywire 2021 Equity Incentive Plan, as amended from time to time.

14.25 “**Predecessor Plan**” means the Company’s 2018 Stock Incentive Plan, as amended.

14.26 “**Restricted Share**” means a Common Share awarded under the Plan.

14.27 “**Restricted Stock Agreement**” means the agreement consistent with the terms of the Plan between the Company and the recipient of a Restricted Share that contains the terms, conditions and restrictions pertaining to such Restricted Share.

14.28 “**Restricted Stock Unit**” means a bookkeeping entry representing the equivalent of one Common Share, as awarded under the Plan.

14.29 “**Restricted Stock Unit Agreement**” means the agreement consistent with the terms of the Plan between the Company and the recipient of a Restricted Stock Unit that contains the terms, conditions and restrictions pertaining to such Restricted Stock Unit.

14.30 “**SAR**” means a stock appreciation right granted under the Plan.

14.31 “**SAR Agreement**” means the agreement consistent with the terms of the Plan between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to his or her SAR.

14.32 “**Securities Act**” means the Securities Act of 1933, as amended.

14.33 “**Service Provider**” means any individual who is an Employee, Outside Director or Consultant, including any prospective Employee, Outside Director or Consultant who has accepted an offer of employment or service and will be an Employee, Outside Director or Consultant after the commencement of their service.

14.34 “**Stock Option Agreement**” means the agreement consistent with the terms of the Plan between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to his or her Option.

14.35 “**Subsidiary**” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date

14.36 “**Substitute Awards**” means Awards or Common Shares issued by the Company in assumption of, or substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a corporation acquired by the Company or any Affiliate or with which the Company or any Affiliate combines to the extent permitted by the applicable exchange listing standards.

FLYWIRE CORPORATION
2021 EQUITY INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You have been granted the following option to purchase shares of the common stock of Flywire Corporation (the “Company”):

Name of Optionee:	«Name»
Total Number of Shares:	«TotalShares»
Type of Option:	«ISO» Incentive Stock Option «NSO» Nonstatutory Stock Option
Exercise Price per Share:	\$«PricePerShare»
Date of Grant:	«DateGrant»
Vesting Commencement Date:	«VestDay»
Vesting Schedule:	This option shall vest and become exercisable with respect to the first «CliffPercent» of the shares subject to this option when you complete «CliffPeriod» months of continuous service as an [Employee or Consultant][Outside Director] (“Service”) after the Vesting Commencement Date. This option shall vest and become exercisable with respect to an additional «IncrementalPercent» of the shares subject to this option when you complete each additional month of continuous Service thereafter.
Expiration Date:	«ExpDate». This option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement, and may terminate earlier in connection with certain corporate transactions as described in Article 9 of the Plan.

You and the Company agree that this option is granted under and governed by the terms and conditions of the Company’s 2021 Equity Incentive Plan (the “Plan”) and the Stock Option Agreement, both of which are attached to, and made a part of, this document. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Plan.

The Company may, in its sole discretion, decide to deliver any documents related to options awarded under the Plan, future options that may be awarded under the Plan and all other documents that the Company is required to deliver to security holders (including annual reports and proxy statements) by email or other electronic means (including by posting them on a website maintained by the Company or a third party under contract with the Company). You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company. You acknowledge that you may incur costs in connection with any such delivery by means of electronic transmission, including the cost of accessing the Internet and printing fees, and that an interruption of Internet access may interfere with your ability to access the documents.

You further agree to comply with the Company’s *Insider Trading Policy* when selling shares of the Company’s common stock.

FLYWIRE CORPORATION
2021 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

Grant of Option	<p>Subject to all of the terms and conditions set forth in the Notice of Stock Option Grant (the “Grant Notice”), this Stock Option Agreement (the “Agreement”) and the Plan, the Company has granted you an option to purchase up to the total number of shares specified in the Grant Notice at the exercise price indicated in the Grant Notice.</p> <p>All capitalized terms used in this Agreement shall have the meanings assigned to them in this Agreement, the Grant Notice or the Plan.</p>
Tax Treatment	<p>This option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory stock option, as provided in the Grant Notice. However, even if this option is designated as an incentive stock option in the Grant Notice, it shall be deemed to be a nonstatutory stock option to the extent it does not qualify as an incentive stock option under federal tax law, including under the \$100,000 annual limitation under Section 422(d) of the Code.</p>
Vesting	<p>This option vests and becomes exercisable in accordance with the vesting schedule set forth in the Grant Notice.</p> <p>In no event will this option vest or become exercisable for additional shares after your Service has terminated for any reason unless expressly provided in a written agreement between you and the Company.</p>
Term of Option	<p>This option expires in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown in the Grant Notice. (This option will expire earlier if your Service terminates earlier, as described below, and this option may be terminated earlier as provided in Article 9 of the Plan.)</p>
Termination of Service	<p>If your Service terminates for any reason, this option will expire to the extent it is unvested as of your termination date and does not vest as a result of your termination of Service. The Company determines whether and when your Service terminates for all purposes of this option.</p>
Regular Termination	<p>If your Service terminates for any reason except death or total and permanent disability, then this option, to the extent vested as of your termination date, will expire at the close of business at Company headquarters on the date three months after your termination date.</p>

Death	If your Service terminates as a result of your death, then this option, to the extent vested as of the date of your death, will expire at the close of business at Company headquarters on the date twelve months after the date of death.
Disability	<p>If your Service terminates because of your total and permanent disability, then this option, to the extent vested as of your termination date, will expire at the close of business at Company headquarters on the date six months after your termination date.</p> <p>For all purposes under this Agreement, “total and permanent disability” means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than one year.</p>
Leaves of Absence and Part-Time Work	<p>For purposes of this option, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing, and if continued crediting of Service is required by applicable law, the Company’s leave of absence policy or the terms of your leave. However, your Service terminates when the approved leave ends, unless you immediately return to active work.</p> <p>If you go on a leave of absence, or if you commence working on a part-time basis, the Company may adjust the vesting schedule in accordance with the Company’s leave of absence policy or the terms of your leave or so that the rate of vesting is commensurate with your reduced work schedule, as applicable.</p>
Restrictions on Exercise	The Company will not permit you to exercise this option if the issuance of shares at that time would violate any law or regulation.
Notice of Exercise	<p>When you wish to exercise this option, you must notify the Company by filing the proper “Notice of Exercise” form at the address given on the form or, if the Company has designated a third party to administer the Plan, you must notify such third party in the manner such third party requires. Your notice must specify how many shares you wish to purchase. The notice will be effective when the Company receives it.</p> <p>However, if you wish to exercise this option by executing a same-day sale (as described below), you must follow the instructions of the Company and the broker who will execute the sale.</p> <p>If someone else wants to exercise this option after your death, that person must prove to the Company’s satisfaction that he or she is entitled to do so.</p> <p>You may only exercise your option for whole shares.</p>

Form of Payment

When you submit your notice of exercise, you must make arrangements for the payment of the option exercise price for the shares that you are purchasing. To the extent permitted by applicable law, payment may be made in one (or a combination of two or more) of the following forms:

- By delivering to the Company your personal check, a cashier's check or a money order, or arranging for a wire transfer.
- By giving to a securities broker approved by the Company irrevocable directions to sell all or part of your option shares and to deliver to the Company, from the sale proceeds, an amount sufficient to pay the option exercise price and any Tax-Related Items (as defined below). (The balance of the sale proceeds, if any, will be delivered to you.) The directions must be given in accordance with the instructions of the Company and the broker. This exercise method is sometimes called a "same-day sale."

The Company may permit other forms of payment in its discretion to the extent permitted by the Plan.

Withholding Taxes

Regardless of any action the Company (or, if applicable, the Parent, Subsidiary or Affiliate employing or retaining you (the "Employer")) takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the participation in the Plan and legally applicable to you ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company and/or the Employer. You further acknowledge that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the options, including, but not limited to, the grant, vesting or exercise of the option, the issuance of shares upon exercise of the option, the subsequent sale of shares acquired pursuant to such exercise and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the option or any aspect of the option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

You will not be allowed to exercise this option unless you make arrangements acceptable to the Company and/or the Employer to pay any Tax-Related Items that the Company and/or the Employer determine must be withheld. These arrangements include payment in cash or via the same-day sale procedure described above. With the Company's

consent, these arrangements may also include (a) withholding shares of Company stock that otherwise would be issued to you when you exercise this option with a value equal to withholding taxes, (b) surrendering shares that you previously acquired with a value equal to the withholding taxes, or (c) withholding cash from other compensation. The value of withheld or surrendered shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied to the Tax-Related Items.

Restrictions on Resale

You agree not to sell any option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Transfer of Option

Prior to your death, only you may exercise this option. You cannot transfer or assign this option. For instance, you may not sell this option or use it as security for a loan. If you attempt to do any of these things, this option will immediately become invalid. You may, however, dispose of this option in your will or by means of a written beneficiary designation (if authorized by the Company and to the extent such beneficiary designation is valid under applicable law) which must be filed with the Company on the proper form; provided, however, that your beneficiary or a representative of your estate acknowledges and agrees in writing in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or representative of the estate were you.

Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your option in any other way.

No Retention Rights

You understand that neither this option nor this Agreement alters the at-will nature of your relationship with the Company. Your option or this Agreement does not give you the right to be retained by the Company, a Parent, Subsidiary, or an Affiliate in any capacity. The Company and its Parents, Subsidiaries, and Affiliates reserve the right to terminate your Service at any time, with or without cause.

Stockholder Rights

You, or your estate or heirs, have no rights as a stockholder of the Company until you have exercised this option by giving the required notice to the Company, paying the exercise price, and satisfying any applicable Tax-Related Items. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this option, except as described in the Plan.

Recoupment Policy

This option, and the shares acquired upon exercise of this option, shall be subject to any Company recoupment or clawback policy in effect from time to time.

Adjustments

In the event of a stock split, a stock dividend or a similar change in Company common stock, the number of shares covered by this option and the exercise price per share will be adjusted pursuant to the Plan.

**Effect of Significant
Corporate Transactions**

If the Company is a party to a merger, consolidation, or certain change in control transactions, then this option will be subject to the applicable provisions of Article 9 of the Plan.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions).

**The Plan and Other
Agreements**

The text of the Plan is incorporated in this Agreement by reference.

This Plan, this Agreement and the Grant Notice constitute the entire understanding between you and the Company regarding this option. Any prior agreements, commitments or negotiations concerning this option are superseded. This Agreement may be amended only by another written agreement between the parties.

**BY ACCEPTING THIS OPTION GRANT, YOU AGREE TO ALL OF THE TERMS
AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

FLYWIRE CORPORATION

2021 EMPLOYEE STOCK PURCHASE PLAN

(AS ADOPTED ON APRIL 28, 2021)

2021 EMPLOYEE STOCK PURCHASE PLAN

SECTION 1. PURPOSE OF THE PLAN.

The Board adopted the Plan effective as of the IPO Date. The purpose of the Plan is to provide Eligible Employees with an opportunity to increase their proprietary interest in the success of the Company by purchasing Stock from the Company on favorable terms and to pay for such purchases through payroll deductions or other approved contributions.

SECTION 2. ADMINISTRATION OF THE PLAN.

(a) **General.** The Plan may be administered by the Board or one or more Committees to which the Board (or an authorized Board committee) has delegated authority. If administration is delegated to a Committee, the Committee shall have the powers theretofore possessed by the Board, including, to the extent permitted by applicable law, the power to delegate to a sub-committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to either the Board or the Administrator shall hereafter also encompass the Committee or subcommittee, as applicable). The Board may abolish the Committee's delegation at any time and the Board shall at all times also retain the authority it has delegated to the Committee. Each Committee shall comply with rules and regulations applicable to it, including under the rules of any exchange on which the Stock is traded, and shall have the authority and be responsible for such functions as have been assigned to it.

(b) **Powers of the Administrator.** Subject to the terms of the Plan, and in the case of a Committee, subject to the specific duties delegated to the Committee, the Administrator shall have the power to establish the terms and conditions of Offering Periods (which need not be identical) under the Plan, to interpret the Plan and make all other policy decisions relating to the operation of the Plan. The Administrator may adopt such rules, guidelines and forms as it deems appropriate to implement the Plan.

(c) **Effects of Administrator's Decisions.** The Administrator's decisions, determinations and interpretations shall be final and binding on all interested parties.

(d) **Governing Law.** The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice of law provisions).

SECTION 3. STOCK OFFERED UNDER THE PLAN.

(a) **Authorized Shares.** The number of shares of Stock available for purchase under the Plan shall be 1,639,810 shares of the Company's Stock (subject to adjustment pursuant to Subsection (c) below), plus the additional shares described in Subsection (b) below. Shares of Stock issued pursuant to the Plan may be authorized but unissued shares or treasury shares.

(b) **Annual Increase in Shares.** On the first day of each fiscal year of the Company during the term of the Plan, commencing on January 1, 2022 and ending on (and including) January 1, 2041, the aggregate number of shares of Stock that may be issued under the Plan shall automatically increase by a number equal to the least of (i) one percent (1%) of the total number of shares of Stock actually issued and outstanding on the last day of the preceding fiscal year, or (ii) 2,000,000 shares of Stock (subject to adjustment pursuant to Subsection (c) below), or (iii) a number of shares of Stock determined by the Board.

(c) **Anti-Dilution Adjustments.** In the event that any dividend or other distribution (whether in the form of cash, stock or other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, reclassification, repurchase, or exchange of Stock or other securities of the Company, or other similar change in the corporate structure of the Company affecting the Stock and effected without receipt or payment of consideration by the Company occurs, then in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, there will be a proportionate adjustment of the number and class of Stock that may be delivered under the Plan, the Purchase Price per share and the number of shares and class of Stock covered by each option under the Plan which has not yet been exercised, and the numerical limits of Sections 3(a), 3(b)(ii) and 9(c).

(d) **Reorganizations.** In the event of a Corporate Reorganization, the outstanding rights to purchase Stock under any Offering Period then in progress may be continued, assumed or substituted by the surviving entity or its parent. If such acquirer refuses to continue, assume or substitute for any such rights, then a new Purchase Date for such Offering Period(s) will be set prior to the effective time of the Corporate Reorganization, the Participants' accumulated contributions will be applied to purchase Stock on such date, and any such Offering Periods shall terminate immediately after such purchase. In the event a new Purchase Date is set under this Section 3(d), Participants will be given notice of the new Purchase Date. The Plan shall in no event be construed to restrict in any way the Company's right to undertake a dissolution, liquidation, merger, consolidation or other reorganization.

SECTION 4. ENROLLMENT AND PARTICIPATION.

(a) **Offering Periods and Purchase Periods.**

- (i) **Base Offering Periods.** The Administrator may from time to time establish Offering Periods (consisting of one or more Purchase Periods) of such frequency and duration as it may deem appropriate (the "**Base Offering Periods**"); provided that a Base Offering Period shall in no event be longer than 27 months (or such other period as may be imposed under applicable tax law). Each Base Offering Period shall contain such terms and conditions (consistent with the Plan) as the Administrator deems appropriate. Within the limits of the Plan, the Administrator may change the frequency, duration and other terms and conditions of the Base Offering Periods as it deems appropriate from time to time. The Base Offering Periods are intended to qualify under Code Section 423.

- (ii) **Additional Offering Periods.** At the discretion of the Administrator, additional Offering Periods (the “**Additional Offering Periods**”) may be conducted under the Plan including, if necessary or advisable in the sole discretion of the Administrator, under a separate sub-plan or sub-plans, permitting grants to Eligible Employees of certain Participating Companies (each, a “**Sub-Plan**”). Such Additional Offering Periods will be designed to achieve desired tax objectives in particular locations outside the United States or to comply with local laws applicable to offerings in such foreign jurisdictions and may, but need not, qualify under Code Section 423. The Administrator shall determine the commencement and duration of each Additional Offering Period, and Additional Offering Periods may be consecutive or overlapping. The other terms and conditions of each Additional Offering Period shall be those set forth in this Plan document or in terms and conditions approved by the Administrator with respect to such Additional Offering Period (whether or not set forth in a written Sub-Plan), with such changes or additional features as the Administrator determines necessary to comply with local law. Each Additional Offering Period (whether or not set forth in a written Sub-Plan) shall be considered a separate plan from the Plan (the “**Statutory Plan**”). The total number of Shares authorized to be issued under the Plan as provided in Section 3 above applies in the aggregate to both the Statutory Plan and any Additional Offering Period. Unless otherwise superseded by the terms and conditions approved by the Administrator with respect to an Additional Offering Period, the provisions of this Plan document shall govern the operation of any offering conducted hereunder.
- (iii) **Separate Offerings.** Each Base Offering Period and each Additional Offering Period conducted under the Plan is intended to constitute a separate “offering” for purposes of Code Section 423.
- (iv) **Equal Rights and Privileges.** To the extent an Offering Period is intended to qualify under Code Section 423, all participants in such Offering Period shall have the same rights and privileges with respect to their participation in such Offering Period in accordance with Code Section 423 and the regulations thereunder except for differences that may be mandated by local law and are consistent with the requirements of Code Section 423(b)(5).

(b) **Enrollment.** In the case of any individual who qualifies as an Eligible Employee on the first day of any Offering Period, he or she may elect to become a Participant on such day by filing the prescribed enrollment form with the Company. The enrollment form shall be filed in the prescribed manner during the applicable Enrollment Period for such Offering Period. The Administrator may establish other procedures for enrollment by Eligible Employees.

(c) **Duration of Participation.** Once enrolled in the Plan, a Participant shall continue to participate in the Plan until he or she:

- (i) Reaches the end of the Offering Period or Purchase Period, as applicable, in which his or her employee contributions were discontinued under Section 5(c) or 9(b);
- (ii) Withdraws from the Plan under Section 6(a); or
- (iii) Ceases to be an Eligible Employee.

A Participant whose employee contributions were discontinued automatically under Section 9(b) shall automatically resume participation as described therein. In all other cases, a former Participant may again become a Participant, if he or she then is an Eligible Employee, by following the procedure described in Subsection (b) above.

(d) **Applicable Offering Period.** For purposes of calculating the Purchase Price under Section 8(b), the applicable Offering Period shall be determined as follows:

- (i) Once a Participant is enrolled in the Plan for an Offering Period, such Offering Period shall continue to apply to him or her until the earliest of (A) the end of such Offering Period, (B) the end of his or her participation under Subsection (c) above, or (C) re-enrollment for a subsequent Offering Period under Paragraph (ii) or (iii) below.
- (ii) Any other provision of the Plan notwithstanding, the Administrator (at its sole discretion) may determine prior to the commencement of any new Offering Period that all Participants shall be re-enrolled for such new Offering Period. In addition, the Administrator may structure an Offering Period so that in the event that the Fair Market Value of a Share on the first day of the Offering Period for which the Participant is enrolled is higher than on the first day of any subsequent Offering Period, the Participant shall automatically be re-enrolled for such subsequent Offering Period.
- (iii) When a Participant reaches the end of an Offering Period but his or her participation is to continue, then such Participant shall automatically be re-enrolled for the Offering Period that commences immediately after the end of the prior Offering Period.

SECTION 5. EMPLOYEE CONTRIBUTIONS.

(a) **Commencement of Payroll Deductions.** A Participant may purchase shares of Stock under the Plan by means of payroll deductions or (if so approved by the Administrator with respect to all Participants in a Base Offering Period) other approved contributions in form and substance satisfactory to the Administrator. Payroll deductions or other approved contributions shall commence as soon as reasonably practicable after the Company has received the prescribed enrollment form. In jurisdictions where payroll deductions are not permitted under local law, Participants may purchase shares of Stock by making contributions in the form that is acceptable and approved by the Administrator.

(b) **Amount of Payroll Deductions.** An Eligible Employee shall designate on the prescribed enrollment form the portion of his or her Compensation that he or she elects to have withheld for the purchase of Stock. Such portion shall be a whole percentage of the Eligible Employee's Compensation, but not less than 1% nor more than 15% (or such lesser percentage established by the Administrator for an Offering Period).

(c) **Reducing Withholding Rate or Discontinuing Payroll Deductions.** If a Participant wishes to reduce his or her rate of payroll withholding, such Participant may do so by filing a new enrollment form with the Company in the manner prescribed by the Administrator. The new withholding rate shall be effective as soon as reasonably practicable after the Company has received such form. The new withholding rate may be 0% or any whole percentage of the Participant's Compensation, but not more than his or her old withholding rate. The Administrator may limit the number of times a Participant may elect to reduce his or her rate of withholding during any Offering Period and/or Purchase Period. Unless a different rule is established for an Offering Period, no Participant shall make more than one election under this Subsection (c) during any Purchase Period. (In addition, employee contributions may be discontinued automatically pursuant to Section 9(b).)

(d) **Increasing Withholding Rate.** Unless the Administrator establishes a different rule for an Offering Period, a Participant may not increase his or her rate of payroll withholding during a Purchase Period. If a Participant wishes to increase his or her rate of payroll withholding, such Participant may do so by filing a new enrollment form with the Company at least fifteen (15) calendar days prior to commencement of a Purchase Period (or such other period as is specified by the Administrator). The new withholding rate shall be effective on the first day of the next-upcoming Purchase Period in which the Participant participates. The new withholding rate may be any whole percentage of the Participant's Compensation, but not less than 1% nor more than the maximum amount established for the Offering Period.

SECTION 6. WITHDRAWAL FROM THE PLAN.

(a) **Withdrawal.** A Participant may elect to withdraw from the Plan (and the Offering Period in which he or she is participating) by filing the prescribed form with the Company in the prescribed manner at least fifteen (15) calendar days prior to a Purchase Date (or such other period as is specified by the Administrator). As soon as reasonably practicable thereafter, payroll deductions or other approved contributions shall cease and the entire amount credited to the Participant's Plan Account with respect to such Offering Period shall be refunded to him or her in cash, without interest (except as otherwise required by the laws of the local jurisdiction). No partial withdrawals from an Offering Period shall be permitted.

(b) **Re-Enrollment After Withdrawal.** A former Participant who has withdrawn from the Plan shall not be a Participant until he or she re-enrolls in the Plan under Section 4(b) during an Enrollment Period. Re-enrollment may be effective only at the commencement of an Offering Period.

SECTION 7. CHANGE IN EMPLOYMENT STATUS.

(a) **Termination of Employment.** Termination of employment as an Eligible Employee for any reason, including death, shall be treated as an automatic withdrawal from the Plan under Section 6(a).

(b) **Transfers of Employment.** If a Participant transfers employment from a Participating Company that is participating in a Base Offering Period to a Participating Company that is participating in an Additional Offering Period, he or she will immediately cease to participate in the Base Offering Period, as applicable; however, such Participant's Plan Account will be transferred to the Additional Offering Period, and such Participant will immediately join such Additional Offering Period on the terms and conditions applicable to such Additional Offering Period, except for any modifications required by applicable law. If a Participant transfers employment from a Participating Company that is participating in an Additional Offering Period to a Participating Company that is participating in the Base Offering Period, he or she will continue to participate in the Additional Offering Period until the earlier of (i) the end of such Additional Offering Period, or (ii) the commencement of the first Base Offering Period in which he or she is eligible. If a Participant transfers employment from a Participating Company to a Related Corporation that is not a Participating Company, he or she shall be deemed to have withdrawn from the Plan pursuant to Section 6(a).

(c) **Leave of Absence.** For purposes of the Plan, employment shall not be deemed to terminate when the Participant goes on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing. Employment, however, shall be deemed to terminate on the first day following three months after the Participant goes on a leave, unless a contract or statute guarantees his or her right to return to work. Employment shall be deemed to terminate in any event when the approved leave ends, unless the Participant immediately returns to work.

(d) **Death.** In the event of the Participant's death, the amount credited to his or her Plan Account shall be paid in cash, without interest (unless otherwise required by the laws of the local jurisdiction), to a beneficiary designated by him or her for this purpose on the prescribed form or, if none, to the Participant's estate. Such form shall be valid only if it was filed with the Company at the prescribed location before the Participant's death.

SECTION 8. PLAN ACCOUNTS AND PURCHASE OF SHARES.

(a) **Plan Accounts.** The Company shall maintain a Plan Account on its books in the name of each Participant. Whenever an amount is deducted from the Participant's Compensation under the Plan, such amount shall be credited to the Participant's Plan Account. Unless otherwise required by the laws of the local jurisdiction, (i) amounts credited to Plan Accounts shall not be trust funds and may be commingled with the Company's general assets and applied to general corporate purposes, and (ii) no interest shall be credited to Plan Accounts.

(b) **Purchase Price.** The Administrator shall establish the Purchase Price for each Offering Period; provided, however, that the Purchase Price for each share of Stock purchased on a Purchase Date shall not be less than the lower of:

- (i) 85% of the Fair Market Value of such share on the first trading day of such Offering Period; or
- (ii) 85% of the Fair Market Value of such share on the Purchase Date.

(c) **Number of Shares Purchased.** On each Purchase Date, each Participant shall be deemed to have elected to purchase the number of shares of Stock calculated in accordance with this Subsection (c), unless the Participant has previously elected to withdraw from the Offering Period in accordance with Section 6(a). The amount then in the Participant's Plan Account shall be divided by the Purchase Price, and the number of shares that results shall be purchased from the Company with the funds in the Participant's Plan Account. The foregoing number of shares of Stock that may be purchased by a Participant are subject to the limitations set forth in Subsection (d) below and in Section 9. The Administrator may determine with respect to all Participants in an Offering Period that any fractional share, as calculated under this Subsection (c), shall be (i) rounded down to the next lower whole share or (ii) credited as a fractional share.

(d) **Available Shares Insufficient.** In the event that the aggregate number of shares that all Participants elect to purchase with respect to a particular Purchase Period exceeds (i) the number of shares of Stock that were available under Section 3 above for sale under the Plan on the first day of the applicable Offering Period, or (ii) the number of shares that were available under Section 3 above for sale under the Plan on the applicable Purchase Date, then the number of shares to which each Participant is entitled shall be determined by multiplying the number of shares available for issuance by a fraction. The numerator of such fraction is the number of shares that such Participant has elected to purchase, and the denominator of such fraction is the number of shares that all Participants have elected to purchase. The Company may make a pro rata allocation of the shares available on the first day of an applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares for issuance under the Plan by the Company's stockholders subsequent to such date. In the event of a pro-rata allocation under this Section (d), the Administrator may determine in its discretion to continue all Offering Periods then in effect or terminate all Offering Periods then in effect pursuant to Section 14.

(e) **Issuance of Stock.** The shares of Stock purchased by a Participant under the Plan will be registered in the name of such Participant. The Company may permit or require that shares be deposited directly with a broker designated by the Company or to a designated agent of the Company, and the Company may utilize electronic or automated methods of share transfer. The Company may require that shares be retained with such broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares. (The two preceding sentences shall apply whether or not the Participant is required to pay income tax in the United States.)

(f) **Tax Withholding.** To the extent required by applicable federal, state, local or foreign law, a Participant shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any shares of Stock under the Plan until such obligations, if any, are satisfied.

(g) **Unused Cash Balances.** Subject to the final sentence of Section 8(c), any amount remaining in a Participant's Plan Account at the end of a Purchase Period solely by reason of the inability to purchase a fractional share will be carried over to the next Offering Period or Purchase Period, as applicable. Any amount remaining in the Participant's Plan Account that represents the Purchase Price for whole shares that could not be purchased by reason of Subsections (c) or (d) above or Section 9(b) shall be refunded to the Participant in cash, without interest (except as otherwise required by the laws of the local jurisdiction).

(h) **Stockholder Approval.** Any other provision of the Plan notwithstanding, no shares of Stock shall be purchased under the Plan unless and until the Company's stockholders have approved the adoption of the Plan.

SECTION 9. PLAN LIMITATIONS.

(a) **Five Percent Limit.** Any other provision of the Plan notwithstanding, no Participant shall be granted a right to purchase Stock under the Plan if, immediately after such right is granted, such Participant would own stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Related Corporation, applying the stock attribution rules of Code Section 424(d), and including any stock in which the Participant may purchase under outstanding options as stock owned by such Participant.

(b) **Dollar Limit.** As specified by Code Section 423(b)(8), no Participant shall be entitled to accrue rights to purchase Stock pursuant to any such rights outstanding under the Plan if and to the extent such accrual, when aggregated with (i) rights to purchase Stock accrued under any other right to purchase Stock under the Plan, and (ii) similar rights accrued under other employee stock purchase plans (within the meaning of Code Section 423) of the Company or any Related Corporation, would otherwise permit such Participant to purchase more than \$25,000 worth of Stock of the Company or any Related Corporation (determined on the basis of the Fair Market Value per share on the date such rights are granted, and which, with respect to the Plan, will be determined as of the beginning of the respective Offering Period) for each calendar year such rights are at any time outstanding.

If a Participant is precluded by this Subsection (b) from purchasing additional Stock under the Plan, then his or her employee contributions shall automatically be discontinued and shall automatically resume at the beginning of the next Purchase Period with a scheduled Purchase Date in the next calendar year, provided that he or she is an Eligible Employee at the beginning of such Purchase Period.

(c) **Purchase Period Share Purchase Limit.** The Administrator may establish one or more limits on the number of shares of Stock that may be purchased during any Offering Period and/or Purchase Period, including individual limits and/or aggregate limits. Unless the Administrator provides otherwise with respect to an Offering Period, any other provision of the Plan notwithstanding, no Participant shall purchase more than 3,000 shares of Stock with respect to any Purchase Period.

SECTION 10. RIGHTS NOT TRANSFERABLE.

The rights of any Participant under the Plan, or any Participant's interest in any Stock or moneys to which he or she may be entitled under the Plan, shall not be transferable by voluntary or involuntary assignment or by operation of law, or in any other manner other than by beneficiary designation or the laws of descent and distribution. If a Participant in any manner attempts to transfer, assign or otherwise encumber his or her rights or interest under the Plan, other than by beneficiary designation or the laws of descent and distribution, then such act shall be treated as an election by the Participant to withdraw from the Plan under Section 6(a).

SECTION 11. NO RIGHTS AS AN EMPLOYEE.

Nothing in the Plan or in any right granted under the Plan shall confer upon the Participant any right to continue in the employ of a Participating Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Participating Companies or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her employment at any time and for any reason, with or without cause.

SECTION 12. NO RIGHTS AS A STOCKHOLDER.

A Participant shall have no rights as a stockholder with respect to any shares of Stock that he or she may have a right to purchase under the Plan until such shares have been purchased on the applicable Purchase Date.

SECTION 13. SECURITIES LAW REQUIREMENTS.

Shares of Stock shall not be issued, and the Company shall have no liability for failure to issue shares of Stock, under the Plan unless the issuance and delivery of such shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

SECTION 14. AMENDMENT OR DISCONTINUANCE.

(a) **General Rule.** The Administrator, in its sole discretion, may amend, suspend, or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Stock on the next Purchase Date, or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 3(c) or (d)). If the Offering Periods are terminated prior to expiration, all amounts then credited to Participants' accounts which have not been used to purchase shares of Stock will be returned to the Participants (without interest thereon, except as otherwise required by the laws of the local jurisdiction) as soon as administratively practicable.

(b) **Administrator's Discretion.** Without stockholder consent and without limiting Subsection (a) above, the Administrator will be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Stock for each Participant properly correspond with amounts withheld from the Participant's Compensation, amend any outstanding purchase rights or clarify any ambiguities regarding the terms of any Offering Period to enable the purchase rights to qualify under and/or comply with Section 423 of the Code, and establish such other limitations or procedures as it determines in its sole discretion advisable which are consistent with the Plan. The actions of the Administrator pursuant to this paragraph will not be considered to alter or impair the purchase rights granted under an Offering Period as they are to be deemed part of the initial terms of such Offering Period and purchase rights.

(c) **Accounting Consideration.** In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

- (i) Amending the Plan to conform with the safe harbor definition under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or successor provision), including with respect to an Offering Period underway at the time;
- (ii) Altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;
- (iii) Shortening any Offering Period (and any Purchase Periods encompassed by such Offering Period) by setting a new Purchase Date, including with respect to an Offering Period underway at the time of the Administrator's action;
- (iv) Reducing the maximum percentage of Compensation a Participant may elect to set aside as payroll deductions; and
- (v) Reducing the maximum number of shares of Stock a Participant may purchase during any Purchase Period.

Such modifications or amendments will not require stockholder approval or the consent of any Plan Participants. The actions of the Administrator pursuant to this paragraph will not be considered to alter or impair the purchase rights granted under an Offering Period as they are to be deemed part of the initial terms of such Offering Period and purchase rights.

(d) **Stockholder Approval.** Except as provided in Section 3, any increase in the aggregate number of shares of Stock that may be issued under the Plan shall be subject to the

approval of the Company's stockholders. In addition, any other amendment of the Plan shall be subject to the approval of the Company's stockholders to the extent required under Section 14(e) or by any applicable law or regulation.

(e) **Plan Termination.** The Plan shall terminate automatically 20 years after its adoption by the Board, unless (i) the Plan is extended by the Board and (ii) the extension is approved within 12 months by a vote of the stockholders of the Company.

SECTION 15. DEFINITIONS.

(a) **"Administrator"** means the Board or any Committee administering the Plan in accordance with Section 2.

(b) **"Board"** means the Board of Directors of the Company, as constituted from time to time.

(c) **"Code"** means the Internal Revenue Code of 1986, as amended.

(d) **"Committee"** means a committee of one or more members of the Board, or of other individuals satisfying applicable laws, appointed by the Board to administer the Plan.

(e) **"Company"** means Flywire Corporation, a Delaware corporation.

(f) **"Compensation"** means, unless otherwise determined by the Administrator with respect to an Offering Period, those components of a Participant's cash compensation (prior to reductions pursuant to Code Sections 125, 132(f) or 401(k)) that are regular and recurring, *including* cash base salary or base hourly pay *but* excluding any overtime pay or shift differentials, commissions, annual cash incentive compensation, and annual cash bonuses, and *further excluding* extraordinary cash items (such as one-time bonuses), as well as all non-cash items, moving or relocation allowances, cost-of-living or tax equalization payments, car allowances, tuition reimbursements, imputed income attributable to cars or life insurance, severance pay, fringe benefits, contributions or benefits received under employee benefit plans, payments for or related to equity compensation, and any similar items. The Administrator shall determine whether a particular item is included in Compensation.

(g) **"Corporate Reorganization"** means:

- (i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization; or
- (ii) The sale, transfer or other disposition of all or substantially all of the Company's assets or the complete liquidation or dissolution of the Company.

(h) **"Eligible Employee"** means a common law employee of a Participating Company, provided, however, that the Administrator may exclude one or more of the following categories of employees (where exclusion of such employees is permitted by applicable law) from any Offering Period:

(i) employees who have been employed less than two years (or any

shorter period of time established for an Offering Period), (ii) employees who are customarily employed twenty (20) or less hours per week (or any lesser number of hours per week established for an Offering Period), (iii) employees who are customarily employed for five (5) months or less in a calendar year (or any lesser number of months in a calendar year established for an Offering Period), (iv) “highly compensated employees” (within the meaning of Code Section 414(q)) or (v) “highly compensated employees” (within the meaning of Code Section 414(q)) with compensation above a certain level and/or who are subject to the disclosure requirements of Section 16(a) of the Exchange Act. In addition, an individual shall not be considered an Eligible Employee if his or her participation in the Plan is prohibited by the law of any country that has jurisdiction over him or her or if complying with the laws of the applicable foreign jurisdiction would cause the Plan or an Offering Period to violate the requirements of Code Section 423. With respect to a Base Offering Period, any criteria used to determine Eligible Employees shall be determined in a manner consistent with Code Section 423. In the case of an Offering Period that is not intended to qualify under Code Section 423, the Administrator may exclude any individual(s) from participation if the Administrator determines the participation of such individual(s) is not advisable or practicable.

(i) **“Enrollment Period”** means a period prior to the start of an Offering Period during which Eligible Employees must submit the required enrollment forms to participate in such Offering Period, which period shall end at least five (5) business days (or such other date as may be specified in advance by the Administrator) prior to the start of the Offering Period.

(j) **“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

(k) **“Fair Market Value”** means the price at which Stock was last sold in the principal U.S. market for the Stock on the applicable date or, if the applicable date was not a trading day, on the last trading day prior to the applicable date. If Stock is no longer traded on a public U.S. securities market, the Fair Market Value shall be determined by the Administrator in good faith on such basis as it deems appropriate. The Administrator’s determination shall be conclusive and binding on all persons.

(l) **“IPO Date”** means the effective date of the registration statement filed by the Company with the Securities and Exchange Commission for its initial offering of Stock to the public.

(m) **“Offering Period”** means any period, including as the context requires the Base Offering Periods and Additional Offering Periods, with respect to which the right to purchase Stock may be granted under the Plan, as determined pursuant to Section 4(a).

(n) **“Participant”** means an Eligible Employee who participates in the Plan or any Sub-Plan, as provided in Section 4.

(o) **“Participating Company”** means (i) the Company and (ii) each present or future Subsidiary designated by the Administrator as a Participating Company.

(p) **“Plan”** means this Flywire Corporation 2021 Employee Stock Purchase Plan, as it may be amended from time to time.

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- (q) **“Plan Account”** means the account established for each Participant pursuant to Section 8(a).
- (r) **“Purchase Date”** means the last trading day of a Purchase Period.
- (s) **“Purchase Period”** means a period within an Offering Period (which for an Offering Period with only a single Purchase Period would be coterminous with the Offering Period) during which contributions may be made toward the purchase of Stock under the Plan, as determined pursuant to Section 4(a).
- (t) **“Purchase Price”** means the price at which Participants may purchase Stock under the Plan, as determined pursuant to Section 8(b).
- (u) **“Related Corporation”** means any “parent corporation” of the Company as defined in Code Section 424(e) or any Subsidiary.
- (v) **“Stock”** means the common stock of the Company.
- (w) **“Subsidiary”** means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.



200 Portland Street, Suite 301
Boston, MA 02114

March 1, 2012

PERSONAL AND CONFIDENTIAL

Dear Mike,

peerTransfer Corp. (the "Company") is pleased to offer you the full-time position of VP of Sales and Business Development. We are excited about the prospect of you joining our team, and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. Your anticipated start date is March 16th.

Your base salary will be paid at an initial rate of \$185,000 per year, payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to other employees of the Company of similar rank and tenure. Your variable compensation or bonus will be as a function of your personal and the company performance. This bonus will be set to be annually \$50,000 and will be paid following performance reviews every 6 months. Additional, variable commission based on sales and business development incentives for outstanding performance will be mutually agreed upon based on personal and team goals.

You will be eligible to participate in the Company's stock option program, subject to the approval of the Company's Board of Directors. We will recommend to the Company's Board of Directors at its next meeting after you join the Company that you be granted an option to purchase 200,000 shares of the Company's common stock at the then fair market value. The option, if so approved, will be governed by the Company's Equity Plan and will be subject to the terms and conditions of any associated stock option agreement, which will include, among other things, a vesting schedule. In addition, the Company will provide partial dilution protection in the next funding round, Series B, to ensure your percentage of ownership will remain equal to or higher to 1.6%.

Your employment with the Company will be "at will," meaning that either you or the company may terminate your employment relationship at any time, for any reason, with or without cause, and with or without prior notice.

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. The parties intend that this offer letter be administered in accordance with Section 409A of the Internal Revenue Code of 1936, as amended (the "Code"). To the extent that any

Mike Massaro
March 1, 2012

provision of this offer letter is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this offer letter may be amended as unreasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this offer letter are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company. (i.e., you have not entered into any agreement with previous employers that are in conflict with your obligations to the Company). Please provide us with a copy of any such agreements.

You will also be required to sign a Confidentiality and Assignment Agreement as a condition of your employment with the Company which requires, among other provisions; the assignment of patent rights to any invention made during your employment at the Company and non-disclosure of Company proprietary information.

Moreover, as a condition of commencing employment, you will be required to provide, for purposes of completing the I-9 form, sufficient documentation to demonstrate your eligibility to work in the United States.

This letter contains the actual, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the "at-will" nature of your employment, absent a written contract signed by an officer of the Company.

This offer of employment will terminate if it is not accepted, signed and returned to the attention of Ashley Griffeth via fax or email (aashley@peertransfer.com) by March 1st, 2012. We truly look forward to working with you and building peerTransfer into an outstanding company.

Sincerely,

/s/ Iker Marcaide
Iker Marcaide
Founder & COE

Mike Massaro
March 1, 2012

I have read this employment oiler and I accept:

/s/ Mike Massaro

Mike Massaro

3/1/2012

Date



October 14, 2019

Dear Rob,

Flywire Corp. (the "Company") is pleased to offer you the full-time position of President & Chief Operating Officer. We are excited about the prospect of you joining our team and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. You will report to Mike Massaro, CEO and your anticipated start date is on or about November 4, 2019.

Your base salary will be paid at an initial rate of \$325,000 per year, payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to, other employees of the Company of similar rank and tenure. Your variable compensation or bonus will be as a function of both your personal and Company performance and is subject to approval by the Company's Board of Directors (the "Board"). This discretionary bonus will be up to \$175,000 and any such bonus will be paid in accordance with the Company's bonus program schedule then in effect.

You will be eligible to participate in the Company's stock option program, subject to the approval of the Board. We have discussed and recommended to the Board and expect that you will be granted an option to purchase 255,000 shares of the Company's common stock (the "Shares") with an exercise price equal to the then fair market value as of your start date. The Shares will represent approximately 0.853% of the Company's fully diluted outstanding shares at the time of grant assuming the exercise and conversion of all exercisable and convertible securities, the issuance of such option and the issuance of all securities reserved for issuance pursuant to the Company's equity incentive plans. The option will be governed by the Company's Equity Plan and will be subject to the terms and conditions of any associated stock option agreement. Such option shall vest as to 25% of the Shares on the first anniversary of your vesting commencement date and in equal monthly installments for the 36 months following thereafter, subject to your continuous service. Notwithstanding anything to the contrary in the option agreement for the Shares, if there is a Change in Control before your service to the Company terminates and such Change in Control is prior to the second anniversary of your vesting commencement date (i.e., your start date), then vesting will be accelerated such that your option will be vested with respect to an additional 25% of the Shares and such acceleration shall also disregard the one year "cliff" provision such that a portion of such shares shall accelerate as well. By way of example, for a Change in Control consummated at the end of the sixth month following the start date, the acceleration shall result in a total of 18 months of vesting, consisting of the 25% of shares accelerated and disregarding the cliff provision to allow for an additional six months to be deemed vested upon consummation of the Change in Control. You acknowledge and agree that, in the event the Company completes a Change in Control in which other employees receive a comparable 25% vesting acceleration



benefit in connection with such Change in Control, you will not be eligible for both the 25% acceleration in your option agreement and the 25% acceleration benefit provided to the other employees; provided, however, if the benefit to other employees is greater than the 25% acceleration benefit provided to you in your option agreement (or occurs after the second anniversary such that the acceleration described herein does not apply), then you will be entitled to that greater acceleration benefit in lieu of the 25% provided for in your option agreement.

If you are subject to an Involuntary Termination, then subject to your execution of a general release of all claims (with applicable carve-out for your continued indemnification) that you may have against the Company or persons affiliated with the Company and that is typical of general releases in similar situations in the industry (the "Release"), you will be entitled to the following severance benefits: the Company will (i) continue to pay you salary continuation for 6 months following Separation ("Severance Period") or for 12 months following Separation if the Involuntary Termination occurs in the 3 months prior to or 12 months following a Change in Control, (ii) you shall be credited with an additional 6 months of vesting service with respect to your option except in the case of an Involuntary Termination in the 3 months prior to or 12 months following a Change of Control, in which case you will be credited with an additional 12 months of vesting service with respect to your option (in each such case the "cliff" will be disregarded as above), and (iii) the exercise period of your outstanding options shall be extended to the lesser of (x) the applicable option term or (y) one year from your termination date. You must execute and return the Release on the date specified by the Company in substantially the form provided by the Company (the "Release Deadline"). The Release Deadline will in no event be later than 50 days after your Separation. If you fail to return the Release on or before the Release Deadline, or if you revoke the Release, then you will not be entitled to the severance benefits described herein.

If you are subject to an Involuntary Termination, the salary continuation payments will commence on the first payroll date following your return of the Release provided for in the Release and thereafter on the Company's normal payroll schedule. However, if the 50-day period described above spans two calendar years, then the salary continuation payments will commence on the first payroll date in the second calendar year following expiration of the applicable revocation period.

By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company).

You will also be required to sign a Proprietary Rights, Non-Disclosure, Developments, Non-Competition, and Non-Solicitation Agreement in the form attached as Exhibit A (the "Agreement"), as a condition of your employment. You acknowledge that your receipt of the



grant of equity set forth in this offer letter is contingent upon your agreement to the non-competition provisions set forth in the Agreement. You further acknowledge that such consideration was mutually agreed upon by you and the Company and is fair and reasonable in exchange for your compliance with such non-competition obligations. Please understand that this offer is contingent upon your authorization and successful completion of a background check.

You agree to provide to the Company, within three days of your hire date, documentation of your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need to obtain a work visa in order to be eligible to work in the United States. If that is the case, your employment with the Company will be conditioned upon your obtaining a work visa in a timely manner as determined by the Company.

This letter contains the final, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the "at-will" nature of your employment, absent a written contract signed by an officer of the Company.

This offer of employment will terminate if it is not accepted, signed and returned to the attention of Mike Massaro (Mike@flywire.com) by October 2019. We truly look forward to working with you and building Flywire into an outstanding company.

Sincerely,

/s/ Michael Massaro
Michael Massaro
CEO

The foregoing correctly sets forth the terms of my employment by Flywire Corp. I am not relying on any representations pertaining to my employment other than those set forth above.:



/s/ Rob Orgel

Rob Orgel

October 16, 2019

Date



**Appendix A
Defined Terms**

“Cause” shall mean

(i) a material failure by you to comply with the Company’s written policies or rules after being provided written notice and 30 days’ opportunity to cure;

(ii) your conviction of, or plea of “guilty” or “no contest” to, a crime involving moral turpitude, deceit, dishonesty or fraud that has caused harm to the Company or any affiliate of the Company;

(iii) your willful and continued failure to substantially perform (other than by reason of disability) your duties and responsibilities assigned or delegated after receiving written notification of such failure from the Board and 30 days’ opportunity to cure;

(iv) any intentional act of dishonesty, deceit, fraud, moral turpitude, misconduct, breach of trust or acts intentionally against the financial or business interests of the Company by you, or your use or possession of illegal drugs in the workplace; or

(v) the material breach by you of any of your obligations under any agreement between you and the Company after being provided written notice and 30 days’ opportunity to cure; or

(vi) your failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation.

“Change in Control” shall mean (i) the consummation of a merger or consolidation of the Company with or into another entity, (ii) the sale of all or substantially all of the assets of the Company, either in one transaction or a series of related transactions or (iii) the dissolution, liquidation or winding up of the Company. The foregoing notwithstanding, a merger or consolidation of the Company shall not constitute a “Change in Control” if immediately after such merger or consolidation a majority of the voting power of the capital stock of the continuing or surviving entity, or any direct or indirect parent corporation of such continuing or surviving entity, will be owned by the persons who were the Company’s stockholders immediately prior to such merger or consolidation in substantially the same proportions as their ownership of the voting power of the Company’s capital stock immediately prior to such merger or consolidation.

“Involuntary Termination” means your Termination Without Cause or Resignation for Good Reason.



“Resignation for Good Reason” means a Separation as a result of your resignation within ninety (90) days after a relocation of your principal workplace by more than fifty (50) miles away from the location which you were working immediately prior to the required relocation without your prior consent. A Resignation for Good Reason will not be deemed to have occurred unless you give the Company written notice of the condition within 90 days after the condition comes into existence and you obtain actual knowledge of such condition, and the Company fails to remedy the condition within 30 days after receiving your written notice.

“Separation” means a “separation from service,” as defined in the regulations under Section 409A of the Code.

“Termination Without Cause” means a Separation as a result of a termination of your employment by the Company without Cause.



Exhibit A

Proprietary Rights, Non-Disclosure, Developments, Non-Competition, and Non-Solicitation

7

Flywire | 141 Tremont Street, 9th Floor | Boston, MA 02111, USA | 1.800.346.9252 | flywire.com



295 Devonshire Street – 4th Floor
Boston, MA 02110

February 10, 2015

PERSONAL AND CONFIDENTIAL

Dear Michael,

peerTransfer Corp. (the “Company”) is pleased to offer you the full time position of Chief Financial Officer. We are excited about the prospect of you joining our team, and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. Your anticipated start date is April 20, 2015, with potential of time to be spent earlier depending on transition activities.

Your base salary will be paid at an initial rate of \$225,000 per year, payable in accordance with the Company’s standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to, other employees of the Company of similar rank and tenure. Your variable compensation or bonus will be as a function of your personal and the company performance. This bonus will be set to be annually \$70,000 and will be paid following performance reviews every 6 months.

You will be eligible to participate in the Company’s stock option program, subject to the approval of the Company’s Board of Directors. We will recommend to the Company’s Board of Directors (the “Board”) at its next meeting after you join the Company that you be granted an option to purchase 172,291 shares of the Company’s common stock, or 0.75% of the fully diluted Post Series C of the Company at the then fair market value. The option, if so approved, will be governed by the Company’s Equity Plan and will be subject to the terms and conditions of any associated stock option agreement, which will include, among other things, a vesting schedule.

Your employment with the Company will be “at-will,” meaning that either you or the Company may terminate your employment relationship at any time, for any reason, with or without cause, and with or without prior notice.

By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company).

You will be required to sign a Confidentiality and Assignment Agreement as a condition of your employment with the Company which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and non-disclosure of Company proprietary information.

Moreover, as a condition of commencing employment, you will be required to provide, for purposes of completing the I-9 form, sufficient documentation to demonstrate your eligibility to work in the United States.

Without limiting the at-will nature of your employment, if your employment is terminated by the Company or its successor without "Cause" within six (6) months following a "Change of Control," each as defined below, provided that you timely execute and return a separation agreement and general release of claims in a form to be provided by the Company (the "Release"), and the Release becomes irrevocable within sixty (60) days of the date of your termination of employment (or such earlier date as the Company shall determine), in addition to any amounts accrued as of the date of termination, the Company will provide the following severance benefits:

- (i) severance pay equal to 6 months (the "Severance "Period") of your then-current base salary, less applicable taxes and withholdings, payable in installments in accordance with the Company's regular payroll practices; and
- (ii) should you timely elect and be eligible to continue receiving group medical insurance pursuant to the federal "COBRA" law, during the Severance Period or until you secure alternative coverage, whichever is first, the Company will continue to pay its share of the premiums for such coverage that is paid by the Company for active and similarly-situated employees who receive the same type of coverage; provided, that if providing such benefit would violate the discrimination rules or result in additional taxation or penalties on the Company, this benefit will not be provided and the Company will not pay you the cash equivalent.

For purposes of this offer letter:

"Cause" shall mean:

- (a) Your material breach of this offer letter or material breach or threatened breach of the Confidentiality and Assignment Agreement;
- (ii) Your continuing failure, after notice thereof, to perform your assigned duties (other than any such failure resulting from a disability, as defined in the Company's long-term disability insurance policy);
- (iii) Your material failure to comply with the Company's written policies or rules, which failure is reasonably likely to harm the Company, as determined by the Board in its sole discretion;
- (iv) Your conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof or a crime of moral turpitude; or

(v) A finding by Board that you have committed an act of gross negligence, willful misconduct, fraud or breach of fiduciary duty **[in the performance of your employment]**.

“Change of Control” shall mean:

(a) a merger, consolidation or similar transaction in which (i) the Company is a constituent party or (ii) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger, consolidation or similar transaction, except any such merger consolidation or similar transaction involving the Company or a subsidiary in which the holders of shares of capital stock of the Company outstanding immediately prior to such merger, consolidation or similar transaction continue to represent, or such holders' shares are converted into or exchanged for shares of capital stock that represent, immediately following such merger, consolidation or similar transaction, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger, consolidation or similar transaction, the parent corporation of such surviving or resulting corporation, in each case, with rights, preferences, powers and other provisions that are substantially identical to the rights, preferences, powers and other provisions of the capital stock each such holder held immediately prior to such merger, consolidation or similar transaction; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

Subject to any delays required by Section 409A, payment of the severance benefits shall commence no later than the thirtieth (30th) day following the date on which the Release becomes irrevocable. Notwithstanding the foregoing, if the 60th day following the termination of employment occurs in the calendar year following the year of your termination of employment, then the severance payments shall begin no earlier than January 1 of the year following such termination of employment, and in any event, payment of the severance benefits shall be consistent with the provisions of Section 409A as set forth below, as applicable.

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. The parties intend that this offer letter be administered in accordance with Section 409A of the Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”). Your right to receive any installment payments under this offer letter shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A of the Code. To the extent that any provision of this offer letter is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this offer letter may be amended as the

parties shall mutually agree, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. Except as otherwise permitted under Section 409A, neither you nor the Company shall have the right to accelerate or defer any payment hereunder unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this offer letter are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

This letter contains the final, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the "at-will" nature of your employment, absent a written contract signed by an officer of the Company.

This offer of employment will terminate if it is not accepted, signed and returned to the attention of Mike Massaro via mail or email (mike@peertransfer.com) by February 10th, 2015. We truly look forward to working with you and building peerTransfer into an outstanding company.

Sincerely,

/s/ Mike Massaro
Mike Massaro
Chief Executive Officer

I have read this employment offer and I accept:

/s/ Michael Ellis

Michael Ellis

2/10/15

Date



295 Devonshire Street – 4th Floor
Boston, MA 02110

January 29, 2015

PERSONAL AND CONFIDENTIAL

Dear Peter,

peerTransfer Corp. (the “Company”) is pleased to offer you the full time position of General Counsel & Chief Compliance Officer. We are excited about the prospect of you joining our team, and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. Your anticipated start date is March 15, 2015 and understood to be initially remote, with time beginning in the Boston office on April 1, 2015.

Your base salary will be paid at an initial rate of \$235,000 per year, payable in accordance with the Company’s standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to, other employees of the Company of similar rank and tenure. Your variable compensation or bonus will be as a function of your personal and the company performance. This bonus will be set to be annually \$60,000 and will be paid following performance reviews every 6 months.

You will be eligible to participate in the Company’s stock option program, subject to the approval of the Company’s Board of Directors. We will recommend to the Company’s Board of Directors at its next meeting after you join the Company that you be granted an option to purchase 97,300 shares of the Company’s common stock at the then fair market value. The option, if so approved, will be governed by the Company’s Equity Plan and will be subject to the terms and conditions of any associated stock option agreement, which will include, among other things, a vesting schedule.

Your employment with the Company will be “at-will,” meaning that either you or the Company may terminate your employment relationship at any time, for any reason, with or without cause, and with or without prior notice.

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. The parties intend that this offer letter be administered in accordance with Section 409A of the Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”). To the extent that any provision of this offer letter is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section

409A of the Code. The parties agree that this offer letter may be amended as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder with out additional cost to either party. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this offer letter are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company). Please provide us with a copy of any such agreements.

You will also be required to sign a Confidentiality and Assignment Agreement as a condition of your employment with the Company which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and non-disclosure of Company proprietary information.

Moreover, as a condition of commencing employment, you will be required to provide, for purposes of completing the 1-9 form, sufficient documentation to demonstrate your eligibility to work in the United States.

This letter contains the final, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the "at-will" nature of your employment, absent a written contract signed by an officer of the Company.

This offer of employment will terminate if it is not accepted, signed and returned to the attention of Mike Massaio via mail or email (mike@peertransfer.com) by January 30th, 2015. We truly look forward to working with you and building peerTransfer into an outstanding company.

Sincerely,

/s/ Mike Massaro
Mike Massaro
Chief Executive Officer

I have read this employment offer and I accept:

/s/ Peter Butterfield

Peter Butterfield

1/30/2015

Date



PERSONAL AND CONFIDENTIAL

January 9, 2017

Dear David,

Flywire Corp. (the "Company") is pleased to offer you the full-time position of Vice President, Engineering, reporting to Yung Nguyen, EVP of Product & Engineering. We are excited about the prospect of you joining our team, and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. Your anticipated start date is January 16th, 2018.

Your base salary will be paid at an initial rate of \$200,000.00 per year, payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to, other employees of the Company of similar rank and tenure. Your variable compensation or bonus will be as a function of your personal and the company performance. This bonus will be set to be annually \$50,000.00 and will be paid following performance reviews on a yearly basis. Due to the other performance related incentives related to the acquisition, this variable bonus will not go into effect until calendar year 2019.

As further consideration, Flywire will extend a one-time sign on bonus of \$534,820 to be paid within 30 days of your start date, which will be subject to applicable federal and state withholdings.

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company).

This offer is contingent upon successful completion of a background check. You will also be required to sign a Confidentiality and Assignment Agreement as a condition of your employment with the Company which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and non-disclosure of Company proprietary information.

This letter contains the final, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's

Flywire | 141 Tremont Street, 9th Floor | Boston, MA 02111, USA | 1.800.346.9252 | flywire.com



personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the “at-will” nature of your employment, absent a written contract signed by an officer of the Company.

This offer of employment will terminate if it is not accepted, signed and returned to my attention (mike@flywire.com) by January 12, 2018. We truly look forward to working with you and building Flywire into an outstanding company.

Sincerely,

/s/ Michael Massaro
Michael Massaro
CEO

I have read and accepted this employment offer:

/s/ David King

David King

01/11/2018

Date

Flywire | 141 Tremont Street, 9th Floor | Boston, MA 02111, USA | 1.800.346.9252 | flywire.com



222 Third Street, Fourth Floor
Cambridge, MA 02142

November 15th, 2010

PERSONAL AND CONFIDENTIAL

Sharon Butler

Dear Sharon,

peerTransfer Corp (the “Company”) is pleased to offer you the full-time position of Director of Sales. We are excited about the prospect of you joining our team, and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. You are scheduled to begin your employment with the Company on December 1st, 2010.

Your base salary will be paid at an initial rate of \$80,000 per year, payable in accordance with the Company’s standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to, other employees of the Company of similar rank and tenure

For the first year, your variable compensation or bonus will be as a function of the number and the size of the customers that you directly source and acquire. For small institutions (less than 1,000 international students) the bonus payable at the time the institutions goes live with our product (i.e. process payments) will be of \$3,000. For medium sized institutions (i.e. between 1,000 and 3,000 international students) the bonus payable will be \$6,000. Finally, for big institutions (more than 3,000 international students) the bonus will be \$9,000. There is no cap on this bonus.

You will be eligible to participate in the Company’s stock option program, subject to the approval of the Company’s Board of Directors. We will recommend to the Company’s Board of Directors at its next meeting after you join the Company that you be granted an option to purchase 40,000 shares of the Company’s common stock at the then fair market value. The option, if so approved, will be governed by the Company’s Equity Plan and will be subject to the terms and conditions of any associated stock option agreement, which will include, among other things, a vesting schedule.

Your employment with the Company will be “at-will,” meaning that either you or the Company may terminate your employment relationship at any time, for any reason, with or without cause, and with or without prior notice.

Sharon Butler
November 15, 2010

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. The parties intend that this offer letter be administered in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent that any provision of this offer letter is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this offer letter may be amended as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder with out additional cost to either party. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this offer letter are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company). Please provide us with a copy of any such agreements.

You will also be required to sign a Confidentiality and Assignment Agreement as a condition of your employment with the Company which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and non-disclosure of Company proprietary information.

Moreover, as a condition of commencing employment, you will be required to provide, for purposes of completing the I-9 form, sufficient documentation to demonstrate your eligibility to work in the United States.

This letter contains the final, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the "at-will" nature of your employment, absent a written contract signed by an officer of the Company.

Sharon Butler
November 15, 2010

This offer of employment will terminate if it is not accepted, signed and returned to my attention via mail or email by November 21st, 2010. We truly look forward to working with you and building peerTransfer into an outstanding company.

Sincerely,

/s/ Iker Marcaide
Iker Marcaide
Founder & CEO

I have read and accepted this employment offer:

/s/ Sharon Butler

Sharon Butler

November 15, 2010

Date



PERSONAL AND CONFIDENTIAL**January 9, 2017**

Dear John,

Flywire Corp. (the "Company") is pleased to offer you the full-time position of EVP & GM, Healthcare, reporting to Mike Massaro, CEO. We are excited about the prospect of you joining our team, and look forward to the addition of your experience and enthusiasm to help the Company achieve its goals. Your anticipated start date is January 16th, 2018.

Your base salary will be paid at an initial rate of \$200,000.00 per year, payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. You will be eligible to participate in benefits programs that may be adopted by the Company in the future to the same extent as, and subject to the same terms, conditions and limitations applicable to, other employees of the Company of similar rank and tenure. Your variable compensation or bonus will be as a function of your personal (25%) and the industry vertical performance (75%). This bonus will be set to be annually \$75,000.00 and will be paid following performance reviews on a yearly basis. Due to the other performance related incentives related to the acquisition, this variable bonus will not go into effect until calendar year 2019.

As further consideration, Flywire will extend a one-time sign on bonus of \$534,820 to be paid within 30 days of your start date, which will be subject to applicable federal and state withholdings.

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. By signing below, you hereby confirm that the performance of your position at the Company does not and will not breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company).

This offer is contingent upon successful completion of a background check. You will also be required to sign a Confidentiality and Assignment Agreement as a condition of your employment with the Company which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and non-disclosure of Company proprietary information.

This letter contains the final, total and complete agreement between you and the Company regarding your employment status and how your employment may be terminated. Even though your job duties, title, reporting relationships, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed by the Company, at its option, from time to time during your tenure here, neither you nor the Company can change the "at-will" nature of your employment, absent a written contract signed by an officer of the Company.



This offer of employment will terminate if it is not accepted, signed and returned to my attention (mike@flywire.com) by January 11, 2018. We truly look forward to working with you and building Flywire into an outstanding company.

Sincerely,

/s/ Michael Massaro
Michael Massaro
CEO

I have read and accepted this employment offer:

/s/ John Talaga

John Talaga

1/10/2018

Date

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment"), dated as of October 23, 2018, is entered into by and between NS 141 Tremont LLC, a Massachusetts limited liability company ("Landlord") and Flywire Corporation, a Delaware corporation (formerly known as peerTransfer Corporation) ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Office Lease Agreement dated as of April 8, 2015 by and between Landlord, as landlord, and Tenant, as tenant (the "Original Lease"), as amended by that certain First Amendment to Lease dated as of April 7, 2016 by and between Landlord, as landlord, and Tenant, as tenant (the "First Amendment");

WHEREAS, the Original Lease, as amended by the First Amendment, shall be known as the "Lease";

WHEREAS, the Lease relates to the premises comprised of (a) approximately 5,473 rentable square feet located on the tenth (10th) floor of the building known and numbered as 141 Tremont Street, Boston, Massachusetts (the "10th Floor Premises") and (b) approximately 5,473 rentable square feet located on the ninth (9th) floor of the building known and numbered as 141 Tremont Street, Boston, Massachusetts (the "9th Floor Premises");

WHEREAS, the 10th Floor Premises and the 9th Floor Premises are collectively referred to herein as the "Existing Premises" and the building known and numbered as 141 Tremont Street, Boston, Massachusetts is referred to herein as the "Building"; and

WHEREAS, Landlord and Tenant wish to modify and amend the Lease subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants herein reserved and contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. The term (the "Term") of the Lease is presently due to expire on September 30, 2021. The Term of the Lease is hereby extended through the date ending sixty-four (64) months after the 11th Floor Premises Commencement Date, such ending date being known as the "Expiration Date." As used herein, the "11th Floor Premises Commencement Date" shall mean the date upon which Landlord delivers to Tenant the premises measuring approximately 5,473 rentable square feet located on the eleventh (11th) floor of the Building and shown on Exhibit A attached hereto and made a part hereof (the "11th Floor Premises") vacant and broom-clean. Landlord shall use commercially reasonable efforts to deliver the 11th Floor Premises to Tenant by December 1, 2018 (the "11th Floor Premises Target Delivery Date"), but Tenant shall have no claim against Landlord for failure to deliver the 11th Floor Premises to Tenant by such date. Notwithstanding the foregoing, (a) if the 11th Floor Premises Commencement

Date has not occurred by December 31, 2018, then the Rent Abatement Period (as hereinafter defined) shall be extended by one day for each day after December 31, 2018 until the 11th Floor Premises Commencement Date has occurred, and (b) if the 11th Floor Premises Commencement Date still has not occurred by January 31, 2019, then the Rent Abatement Period shall be extended by two days for each day after January 31, 2019 until the 11th Floor Premises Commencement Date has occurred or the Lease has been terminated, and (c) if the 11th Floor Premises Commencement Date still has not occurred by March 31, 2019, Tenant may, at Tenant's sole option, exercised by written notice to Landlord given any time after March 31, 2019 (but prior to the date on which the 11th Floor Premises Commencement Date occurs), cancel this Second Amendment, in which case the terms and provisions of this Second Amendment shall be null and void and without recourse to the parties hereto. When the 11th Floor Premises Commencement Date and the Expiration Date have been determined in accordance with the provisions set forth in this Second Amendment, the parties hereto shall execute an instrument setting forth such dates, and updating the rent schedules set forth in Section 5 and Section 10 of this Second Amendment to include actual dates, and said instrument shall be deemed a supplement to and part of this Second Amendment.

2. Addition of 11th Floor Premises. Starting on the 11th Floor Premises Commencement Date, the Lease shall be amended to provide that the premises demised to Tenant under the Lease shall include the 11th Floor Premises. Thereafter, all references to the "Premises" in the Lease shall be deemed to include both the Existing Premises and the 11th Floor Premises, and contain a total of 16,419 rentable square feet.
3. Condition of 11th Floor Premises. Subject to Landlord's express obligations under the Lease, including but not limited to Section 7.1 (Landlord's Obligations) and Section 9 (Services) of the Original Lease, Tenant shall accept the 11th Floor Premises in "AS IS, WHERE IS, WITH ALL FAULTS" condition, and without any representations or warranties by Landlord to Tenant as to the condition of the 11th Floor Premises, or the suitability thereof for Tenant's use.
4. Tenant's 11th Floor Premises Work; TI Allowance; Space Plan Allowance.
 - 4.1 Tenant's 11th Floor Premises Work. This Section 4 sets forth the obligations of Landlord and Tenant with respect to the initial improvements to be performed in the 11th Floor Premises by Tenant (such improvements, "Tenant's 11th Floor Premises Work"). Tenant acknowledges and agrees that Tenant's 11th Floor Premises Work shall be done in accordance with all applicable laws, rules and regulations, and otherwise in accordance with the terms of the Lease, including without limitation Section 12 (Alterations, Additions and Improvements to the Premises) of the Original Lease.
 - 4.2 TI Allowance.
 - 4.2.1 Amount of TI Allowance. Subject to the terms and conditions set forth herein, Landlord shall provide Tenant with a tenant improvement

allowance of up to \$50.00 per rentable square foot of the 11th Floor Premises (i.e., a maximum of \$273,650.00 based on 5,473 rentable square feet) ("TI Allowance") to be used by Tenant toward the costs of performing Tenant's 11th Floor Premises Work.

- 4.2.2 Requisitions. The TI Allowance shall be payable by Landlord to Tenant in installments, as provided below, according to reasonable construction disbursement procedures and as Tenant's 11th Floor Premises Work progresses. In any case, prior to payment of any such installment, Tenant shall deliver to Landlord a written requisition ("Requisition"), which Requisition shall be given no more frequently than once every thirty (30) days and which shall include, without limitation, (1) invoices from Tenant's contractors, approved by Tenant, and such other documentation as Landlord may reasonably request, showing in reasonable detail the cost of the items in question or improvements installed in the 11th Floor Premises for which reimbursement is requested, accompanied by certifications from Tenant's contractors that the amount of the Requisition in question is true and correct and does not exceed the cost of the items or improvements covered by such Requisition; (2) copies of conditional partial lien waivers or conditional final lien waivers (in the case of a final installment), or such other form(s) as Landlord may reasonably require so that no mechanic's or materialman's liens shall attach to the 11th Floor Premises or the Building as a result of Tenant's 11th Floor Premises Work or, if attached, evidence reasonably satisfactory to Landlord that they have been satisfied of record or that they are being contested in good faith by Tenant with Tenant posting any bond or indemnity as required under applicable Laws pending the resolution of such challenge (and unconditional final lien waivers will be provided to Landlord when Tenant's contractors have been paid in full); (3) certification from Tenant's architect that Tenant's 11th Floor Premises Work has been completed in accordance with the Tenant's plans (in the case of a final installment); (4) "as built" plans for Tenant's 11th Floor Premises Work (in the case of a final installment); and (5) a "certificate of occupancy" and/or "occupancy permit", or a "temporary certificate of occupancy" and/or "temporary occupancy permit" from the City of Boston (or the applicable governmental authority) for the 11th Floor Premises with Tenant's 11th Floor Premises Work completed (in the case of a final installment); or (6) with respect to the "soft costs" of Tenant's 11th Floor Premises Work (as further described below), Tenant shall only be required to provide invoices showing in reasonable detail the cost of the items in question.
- 4.2.3 Payments. Provided that Tenant shall not be in an Event of Default at the time of any Requisition, Landlord shall pay each Requisition within thirty (30) days after receiving the materials enumerated in Section 4.2.2 above. Landlord's payment shall be the product of the percentage derived by

dividing the TI Allowance by the total contract price for Tenant's 11th Floor Premises Work, and multiplying such percentage by the amount on the applicable Requisition, less the construction management fee set forth below. All Requisitions shall incorporate a retainage equal to the greater of (1) the retainage set forth in the construction contract or (2) five percent (5%) of the amount due under the construction contract. Any retainage amounts withheld from any Requisitions shall be paid by Landlord to Tenant at the same time Landlord disburses payment for the final Requisition.

4.2.4 Restrictions on TI Allowance. Notwithstanding anything to the contrary contained herein:

- (1) Tenant shall submit each Requisition directly to Landlord. In the event Tenant has failed to provide proof of payment by Tenant to Tenant's contractors (in the form of a cancelled check or other evidence reasonably satisfactory to Landlord) showing that the amount of the prior Requisition has been paid for in full, Landlord may at its option (a) refuse to pay the current Requisition until such time that Tenant provides proof of payment or (b) elect to pay the Requisition directly to Tenant's contractors.
- (2) In no event shall Tenant be entitled to apply any amount of the TI Allowance towards any fees paid to employees of Tenant.
- (3) While Tenant shall be permitted to apply the TI Allowance towards the "soft costs" of Tenant's 11th Floor Premises Work, such as design fees, architectural fees, engineering fees, construction manager fees, supervisory fees and the like, in no event shall Tenant be entitled to apply any amount of the TI Allowance towards (a) Tenant's furniture, fixtures and equipment, (b) Tenant's moving costs, or (c) Tenant's rental obligation hereunder.
- (4) Landlord shall have no obligation to pay any Requisition received after the Outside Requisition Date. As used herein, the "Outside Requisition Date" shall mean the date which is the ten (10) month anniversary of the 11th Floor Premises Commencement Date.
- (5) Tenant acknowledges and agrees that, prior to payment of any installment hereunder, Landlord shall have the right to examine and inspect Tenant's 11th Floor Premises Work to confirm that the improvements reflected on the Requisition have been performed in accordance with the terms, covenants and conditions of this Lease; provided, however, that no such examination or inspection shall constitute an approval or warranty or give rise to any liability of Landlord with respect thereto.

- 4.3 Additional Covenants. In addition, the following additional covenants shall apply to Tenant's 11th Floor Premises Work:
- (1) In consideration of Landlord's costs associated with the review and supervision of Tenant's 11th Floor Premises Work, Tenant shall pay to Landlord either (a) a construction management fee equal to five percent (5%) of the total contract price of Tenant's 11th Floor Premises Work (if Tenant hires Landlord as its project manager), or (b) a construction management fee equal to two and one-half percent (2.5%) of the total contract price of Tenant's 11th Floor Premises Work (if Tenant hires a third party as its project manager), and in either case such construction management fee shall be deducted from the TI Allowance. In addition, Tenant agrees to reimburse Landlord for any third-party out-of-pocket expenses reasonably incurred by Landlord in connection with Landlord's review of Tenant's plans for Tenant's 11th Floor Premises Work and Landlord's supervision of Tenant's 11th Floor Premises Work within thirty (30) days after receipt of Landlord's invoice therefor.
- 4.4 Notices Relating to Tenant's 11th Floor Premises Work. Notwithstanding the notice provisions contained in the Lease, as amended hereby, Landlord and Tenant acknowledge and agree that any written notices relating to Tenant's 11th Floor Premises Work may be sent via email as follows:
- If to Landlord, then to Landlord's construction representative: Kevin Kiley, kkiley@synergy-inv.com.
- If to Tenant, then to Tenant's construction representative: Mike Ellis, mellis@flywire.com.
- 4.5 Space Plan Allowance. In addition to the TI Allowance, and provided that Tenant shall not be in an Event of Default at the time of its requisition therefor, Landlord shall provide Tenant with a space plan allowance of up to \$0.10 per rentable square foot of the 11th Floor Premises (i.e., a maximum of \$547.30 based on 5,473 rentable square feet) ("Space Plan Allowance") to reimburse Tenant for the design fees incurred by Tenant in connection with Tenant's 11th Floor Premises Work. The Space Plan Allowance shall be payable by Landlord to Tenant within thirty (30) days after Tenant's written request therefor, which written request shall include Tenant's invoices for said design fees.
5. Base Rent for 11th Floor Premises. Starting on the 11th Floor Premises Commencement Date, Tenant shall pay Base Rent for the 11th Floor Premises as set forth in the table below and otherwise in accordance with the terms of the Lease.

<u>Period</u>	<u>Base Annual Rent (Based on 12 months)</u>	<u>Base Monthly Rent</u>	<u>Per RSF</u>
11 th Floor Premises Commencement Date – the last day of the 16 th full month thereafter	\$ 311,961.00	\$ 25,996.75	\$57.00
Month 17 (which shall commence on the first day of the month following the last day of such 16 th full month after the 11 th Floor Premises Commencement Date) – Month 28	\$ 317,434.00	\$ 26,452.83	\$58.00
Month 29 – Month 40	\$ 322,907.00	\$ 26,908.92	\$59.00
Month 41 – Month 52	\$ 328,380.00	\$ 27,365.00	\$60.00
Month 53 – Month 64	\$ 333,853.00	\$ 27,821.08	\$61.00

6. Rent Abatement; Rent Abatement Period. Notwithstanding the foregoing Base Rent schedule or any contrary provision of this Second Amendment, but subject to the terms and conditions of this Second Amendment, Tenant shall not be obligated to pay any Base Rent otherwise attributable to the 11th Floor Premises for the first four (4) months (as such time period may be extended pursuant to Section 1 hereof) following the 11th Floor Premises Commencement Date (the “Rent Abatement Period”). Tenant acknowledges and agrees that, assuming a four (4) month Rent Abatement Period, the amount of the rent abatement will equal \$103,987.00 (four (4) months x \$25,996.75 = \$103,987.00) (the “Rent Abatement”). Tenant acknowledges and agrees that the foregoing Rent Abatement has been granted to Tenant as additional consideration for entering into this Second Amendment, and for agreeing to pay the rental and perform the terms and conditions otherwise required under this Second Amendment. If, prior to the expiration of the Rent Abatement Period, Tenant shall be in an Event of Default under the Lease, beyond any applicable notice and cure period, then (1) Tenant shall immediately be obligated to begin paying Base Rent for the 11th Floor Premises in full and (2) Landlord shall have all rights and remedies set forth in the Lease in addition to any and all other rights and remedies available to Landlord at law or in equity.
7. Additional Rent – Tenant’s Share of Taxes for 11th Floor Premises. Starting on July 1, 2020, with respect to the 11th Floor Premises only, Tenant shall pay 8.25% of the amount by which Taxes for the applicable fiscal year exceed Taxes for fiscal year 2020 (i.e., July 1, 2019-June 30, 2020).

8. **Additional Rent – Tenant’s Share of Operating Expenses for 11th Floor Premises.** Starting on January 1, 2020, with respect to the 11th Floor Premises only, Tenant shall pay 8.25% of the amount by which Operating Expenses for the applicable calendar year exceed Operating Expenses for calendar year 2019 (i.e., January 1, 2019 – December 31, 2019). The parties agree that the definition of “Base Expenses” set forth in Section 6(c) (Additional Rent) of the Original Lease shall be applied to the calculation of Operating Expenses for calendar year 2019 with respect to the 11th Floor Premises.
9. **Electricity for 11th Floor Premises.** Starting on the 11th Floor Premises Commencement Date, Tenant shall pay for all electricity used by Tenant in the 11th Floor Premises based on the utility service provider’s reading of one or more direct meters, and payable by Tenant to the utility service provider upon demand. Tenant’s use of electrical services shall not exceed in voltage, rated capacity, or overall load that which is standard for the Building. Landlord, at any time during the Term of the Lease, shall have the right (1) to sub-meter or check meter electricity for the 11th Floor Premises, in which case electricity shall be paid by Tenant to Landlord as Additional Rent, or (2) to measure electrical usage by survey or any other method that Landlord, in its reasonable judgment, deems appropriate.
10. **Base Rent for Existing Premises.** Starting on October 1, 2021, Tenant shall pay Base Rent for the Existing Premises as set forth in the table below and otherwise in accordance with the terms of the Lease.

<u>Period</u>	<u>Base Annual Rent (Based on 12 months)</u>	<u>Base Monthly Rent</u>	<u>Per RSF</u>
October 1, 2021 – Month 40 (as determined under <u>Section 5</u> of this Second Amendment)	\$ 645,814.00	\$ 53,817.83	\$59.00
Month 41 – Month 52 (as determined under <u>Section 5</u> of this Second Amendment)	\$ 656,760.00	\$ 54,730.00	\$60.00
Month 53 – Month 64 (as determined under <u>Section 5</u> of this Second Amendment)	\$ 667,706.00	\$ 55,642.17	\$61.00

11. **Additional Rent – Tenant’s Share of Taxes for Existing Premises.** Starting on October 1, 2021, with respect to the Existing Premises only, Tenant shall continue to pay 16.50% of the amount by which Taxes for the applicable fiscal year exceed Taxes for fiscal year 2016 (i.e., July 1, 2015 – June 30, 2016).

12. Additional Rent – Tenant’s Share of Operating Expenses for Existing Premises. Starting on October 1, 2021, with respect to the Existing Premises only, Tenant shall continue to pay 16.50% of the amount by which Operating Expenses for the applicable calendar year exceed Operating Expenses for calendar year 2015 (i.e., January 1, 2015 – December 31, 2015).
13. Electricity for Existing Premises. Starting on October 1, 2021, Tenant shall continue to pay for electricity for the Existing Premises in accordance with Section 10 (Utilities) of the Original Lease.
14. Security Deposit.
 - 14.1 The parties hereto acknowledge and agree that Landlord is currently holding \$100,000.00 as the Security Deposit under the Lease. Simultaneously with Tenant’s execution of this Second Amendment, Tenant shall remit to Landlord, by check or wire transfer of immediately available funds, \$50,000.00 (the “Additional Security Deposit”) to be held as additional security for Tenant’s performance of its obligations set forth in the Lease; it being agreed that upon Landlord’s receipt of the Additional Security Deposit, the total amount of the Security Deposit held by Landlord shall be \$150,000.00.
 - 14.2 Section 13.2 of the First Amendment is hereby deleted in its entirety. The terms and conditions relating to the reduction (if any) of the Security Deposit shall be controlled by this Section 14.2. Subject to the terms and conditions contained herein, provided that Tenant shall not be in an Event of Default under the Lease, beyond any applicable notice and cure period, on the Reduction Date (as hereinafter defined), the Security Deposit shall be decreased to \$90,000.00 (the “Reduced Amount”) after the twenty-four (24) month anniversary of the 11th Floor Premises rent commencement date (the “Reduction Date”). Landlord shall, promptly following the Reduction Date, and Tenant’s written request therefor, refund to Tenant the amount necessary to reduce the Security Deposit to the Reduced Amount. Should Tenant be in an Event of Default under the Lease, beyond any applicable notice and cure period, on the Reduction Date, the Security Deposit then in effect shall remain in place (without reduction) for the balance of the Term of the Lease.
15. Exterior Signage. Tenant shall have the option, at Tenant’s sole cost and expense, and as part of either Tenant’s 11th Floor Premises Work or future Alterations, to install a plaque with Tenant’s corporate name/logo on the exterior facade of the Building, provided (1) such plaque is consistent with the specifications set forth on Exhibit B, attached hereto and made a part hereof, and (2) the installation of such plaque is done in accordance with all applicable laws, rules and regulations, and otherwise in accordance with the terms of the Lease, including without limitation Section 12 (Alterations, Additions and Improvements to the Premises) of the Original Lease.

16. No Options. Tenant acknowledges and agrees that, except for the Extension Option referenced in Section 50 (Extension Option) of the Original Lease (which shall apply with respect to the entire Premises upon expiration of the Term as extended hereby), Tenant has no (1) options or rights to extend the Term of the Lease, (2) options, rights of first offer, rights of first refusal, or other rights to expand the rentable square feet comprising the Premises or lease any other space in the Building, or (3) options to terminate the Lease (except in connection with a casualty as set forth in Section 14 (Fire or Other Casualty) of the Original Lease) or contract the rentable square feet comprising the Premises.
17. No Brokers. Except for CBRE (representing Tenant exclusively), each party represents and warrants to the other that they have not made any agreement or taken any action which may cause anyone to become entitled to a commission as a result of the transactions contemplated by this Second Amendment, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person by reason of such party's breach of their representation or warranty contained in this Second Amendment. Landlord will pay any commission due to the broker(s) hereunder pursuant to its separate agreement with the broker(s) hereunder subject to execution and delivery of this Second Amendment by Landlord and Tenant. The provisions of this Section 17 shall survive the expiration or earlier termination of the Lease.
18. Landlord's Notice Address. Effective as of the date of this Second Amendment, Section 29 (Notices) of the Original Lease is hereby amended to provide that any notices to Landlord under the Lease shall be submitted to Landlord at the below address (or at such other address as Landlord may hereafter designate by notice to Tenant as required hereby).

NS 141 Tremont LLC
c/o Synergy Investments
10 Post Office Square, 14th Floor
Boston, MA 02109
Attention: Senior Director of Leasing

with a copy to:

Rubin and Rudman LLP
53 State Street
Boston, MA 02109
Attention: Paul L. Baccari, Esq.

19. Landlord's Rent Payment Address. Effective as of the date of this Second Amendment, Section 6(a) (Payment of Base Rent and Additional Rent) of the Original Lease is hereby amended to provide that any Rent payments under the Lease shall be submitted to Landlord at the below address (or at such other address as Landlord may hereafter designate by notice to Tenant as required hereby).
- NS 141 Tremont LLC
c/o Synergy Investments
10 Post Office Square, 14th Floor
Boston, MA 02109
Attention: Accounting Department
20. Representations and Warranties. Tenant represents, warrants and covenants to Landlord that (1) the Lease is in full force and effect, and (2) to the best of Tenant's knowledge, Landlord is not in default under the Lease, and no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a Landlord default under the Lease.
21. Authority. Tenant represents, warrants and covenants to Landlord that (1) Tenant is duly formed, has legal existence, is in good standing, and is qualified to do business in the state in which the Building is located, (2) Tenant has full right, power and authority to enter into this Second Amendment without the consent of any third party, and (3) the person or persons executing this Second Amendment on behalf of Tenant are duly authorized to do so. Landlord represents, warrants and covenants to Tenant that (1) Landlord is duly formed, has legal existence, is in good standing, and is qualified to do business in the state in which the Building is located, (2) Landlord has full right, power and authority to enter into this Second Amendment without the consent of any third party, and (3) the person or persons executing this Second Amendment on behalf of Landlord are duly authorized to do so.
22. References; Ratification. The Lease shall be modified such that each reference to the Lease contained therein shall be deemed to refer to the Lease as amended by this Second Amendment. Except as specifically modified or amended herein, the Lease remains unchanged and in full force and effect and is hereby ratified and confirmed in every respect.
23. Conflicts. In the event of a conflict between this Second Amendment and the Lease, this Second Amendment shall control.
24. Capitalized Terms. Capitalized terms used in this Second Amendment but not defined in this Second Amendment have the meanings ascribed to them in the Lease.
25. When Binding; Counterparts. This Second Amendment shall be binding upon the parties hereto only upon valid execution and delivery hereof by both Landlord and Tenant. Upon execution and delivery hereof by Landlord and Tenant, the agreements of the parties hereto shall be binding upon and inure to the benefit of their respective successors

and assigns. This Second Amendment may be signed in counterpart originals, which taken together shall constitute one and the same instrument. Delivery of a copy of a signed counterpart original transmitted by facsimile or as a PDF or similar attachment to an email shall constitute a good and valid execution and delivery of this Second Amendment.

26. Exhibits. Additional terms to this Second Amendment, if any, are set forth in the attached Exhibits, which are incorporated herein by reference as follows:

Exhibit A – Plan of 11th Floor Premises

Exhibit B – Exterior Signage Exhibit

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed as of the date set forth above.

LANDLORD:

NS 141 TREMONT LLC,
a Massachusetts limited liability company

By: Synergy Financial LLC,
a Massachusetts limited liability company,
Property Manager and Authorized Agent

By: /s/ David Greaney
David Greaney, Manager
Hereunto duly authorized

TENANT:

FLYWIRE CORPORATION,
a Delaware corporation

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: General Counsel & Chief Compliance Officer
Hereunto duly authorized

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT]

EXHIBIT A

PLAN OF 11TH FLOOR PREMISES

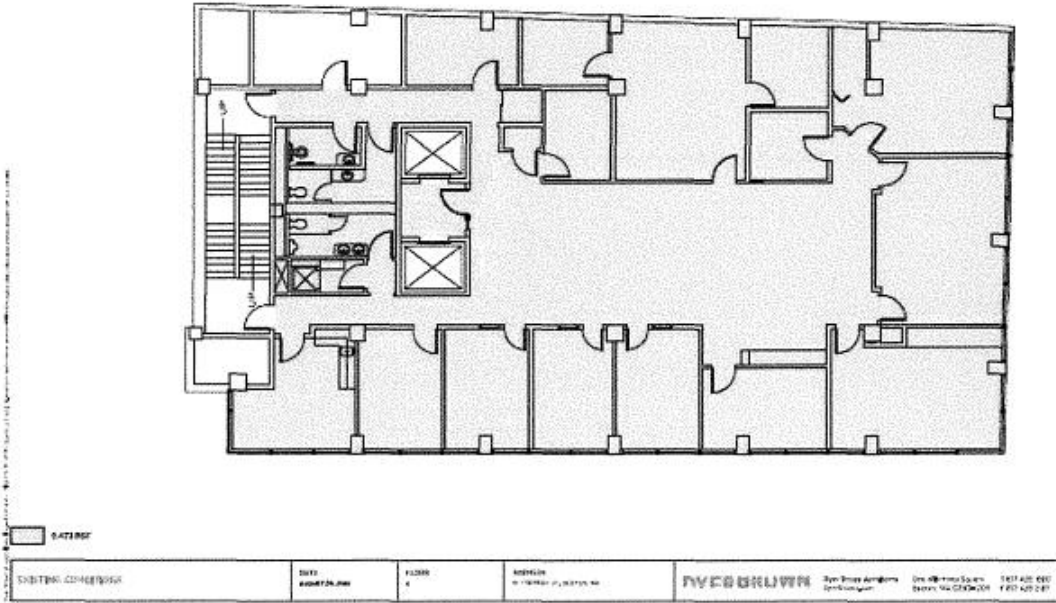


EXHIBIT B

EXTERIOR SIGNAGE EXHIBIT

Flywire Logo
Plaque Sign
Proposal
6" x 12"

1/8" thick polished
stainless steel plate
at 6" x 12" etched
with black logo
graphic.

Adhesive mounting
to granite facade.



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment"), dated as April 7th, 2016, is entered into by and between NS 141 Tremont LLC, a Massachusetts limited liability company ("Landlord") and peerTransfer Corporation, a Delaware corporation, d/b/a "FlyWire" ("Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant entered into that certain Office Lease Agreement dated as of April 8, 2015 (the "Lease");

WHEREAS, the Lease relates to the premises hereafter referred to as the "10th Floor Premises" measuring approximately 5,473 rentable square feet located on the tenth (10th) floor of the building known and numbered as 141 Tremont Street, Boston, MA (the "Building"); and

WHEREAS, Landlord and Tenant wish to modify and amend the Lease subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants herein reserved and contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. The term (the "Term") of the Lease is presently due to expire on September 30, 2020. The Term of the Lease is hereby extended through September 30, 2021 (the "Expiration Date").
2. Addition of 9th Floor Premises. Starting on the date upon which Landlord's 9th Floor Premises Work (as hereinafter defined) is Substantially Complete (as hereinafter defined) (the "9th Floor Premises Commencement Date"), the Lease shall be amended to provide that the premises demised to Tenant under the Lease shall include additional premises (hereafter referred to as the "9th Floor Premises") measuring approximately 5,473 rentable square feet located on the ninth (9th) floor of the Building and shown on Exhibit A attached hereto and made a part hereof. Thereafter, all references to the "Premises" in the Lease shall be deemed to include both the 9th Floor Premises and the 10th Floor Premises and contain a total of 10,946 rentable square feet. Subject to the terms and conditions set forth herein, Tenant may install its furniture, fixtures, equipment and appliances ("Tenant's Work") while Landlord completes Landlord's 9th Floor Premises Work provided that (i) Tenant coordinates such installation with Landlord, (ii) such installation complies with the terms of the Lease, (iii) Tenant has deposited with Landlord the insurance certificates required by the Lease with respect to the 9th Floor Premises, and (iv) all the terms and conditions of the Lease shall apply to Tenant and the 9th Floor Premises during Tenant's entry therein, provided that Tenant shall not be required to pay any rent, additional rent, electricity or other charges related to occupancy prior to the 9th Floor Premises Commencement Date. Landlord and Tenant shall each take commercially reasonable measures to ensure that Landlord's contractors and Tenant's contractors cooperate in commercially reasonable ways with each other to avoid

any delay in either Landlord's 9th Floor Premises Work or Tenant's Work, or any conflict with the performance of either Landlord's 9th Floor Premises Work or Tenant's Work; Tenant acknowledging, however, that in the case of conflict that is not reasonably avoidable, the performance of Landlord's 9th Floor Premises Work shall have priority.

3. Condition of 9th Floor Premises; Landlord's 9th Floor Premises Work. Except for completion of Landlord's 9th Floor Premises Work in accordance with the terms hereof, and subject to Landlord's express obligations under the Lease, including but not limited to Section 7.1 and Section 9 therein, Tenant shall accept the 9th Floor Premises in "AS IS, WHERE IS, WITH ALL FAULTS" condition, and without any representations or warranties by Landlord to Tenant as to the condition of the 9th Floor Premises, or the suitability thereof for Tenant's use.
- 3.1 Work Letter; Concept Plan. Landlord shall perform the work ("Landlord's 9th Floor Premises Work") (a) set forth (i) in the work letter (the "Work Letter") attached hereto as Exhibit B and (ii) on the concept plan (the "Concept Plan") prepared by AW Interiors, dated March, 2016, attached hereto as Exhibit C in order to deliver the 9th Floor Premises to Tenant in accordance therewith and (b) with the existing internal staircase located in the 9th Floor Premises capped (the "Staircase Work"). Notwithstanding anything to the contrary contained herein, (1) Landlord shall not be responsible for the installation in the 9th Floor Premises of Tenant's furniture, fixtures, equipment and appliances and (2) Landlord shall only be responsible for the cost of Landlord's 9th Floor Premises Work (excluding the Staircase Work which shall be completed at Landlord's sole cost and expense, but including the cost of the Construction Drawings (as hereinafter defined)) up to \$45.00 per rentable square foot of the Premises (i.e., a maximum of \$246,285.00 based on 5,473 rentable square feet), which shall include a construction management fee equal to five percent (5%) of the cost of Landlord's 9th Floor Premises Work, excluding the cost of the Staircase Work. In the event the cost of Landlord's 9th Floor Premises Work, excluding the cost of the Staircase Work, exceeds \$246,285.00 (the "Excess Costs"), Tenant shall pay such Excess Costs as set forth below. Promptly after Landlord's receipt of an estimate for Landlord's 9th Floor Premises Work (the "Estimate"), Landlord shall deliver the Estimate to Tenant for Tenant's approval. Within four (4) Business Days of receipt of the Estimate, Tenant shall respond to Landlord either approving the Estimate and the Excess Costs, or requesting changes to the Estimate (the "Revision Request"). If Tenant shall fail to respond to Landlord within the four (4) Business Day time period herein provided, Tenant shall be deemed to have accepted the Estimate and the Excess Costs (provided, however, any request for Tenant approval that is subject to the terms of this sentence shall be accompanied by a notice to Tenant (which notice may be sent via email in accordance with Section 4 below), stating in bold capital letters, "**THE ENCLOSED DOCUMENT IS SUBJECT TO AUTOMATIC APPROVAL IF TENANT DOES NOT RESPOND TO LANDLORD WITHIN FOUR (4) BUSINESS DAYS OF THE DATE OF TENANT'S RECEIPT HEREOF**"). If Tenant makes a Revision Request, Landlord shall deliver to Tenant within four (4) Business Days of the date of Tenant's Revision Request, a revised Estimate (and to the extent necessary,

revised Construction Drawings). Landlord shall not commence construction of Landlord's 9th Floor Premises Work until Tenant has approved the Estimate and the Excess Costs. Tenant shall be responsible for payment of all Excess Costs within ten (10) days of receipt of an invoice therefor from Landlord. Should Tenant fail to pay the Excess Costs to Landlord as required herein, Landlord shall have all rights and remedies set forth in Section 25 (Default) of the Lease in addition to any and all other rights and remedies available to Landlord at law or in equity.

- 3.2 Construction Drawings. In connection with the performance of Landlord's 9th Floor Premises Work", Landlord shall, based upon the Work Letter attached hereto as Exhibit B and the Concept Plan attached hereto as Exhibit C, submit to Tenant for Tenant's approval a set of construction drawings for Tenant's 9th Floor Premises Work (the "Construction Drawings") within forty-five (45) days after the date of this First Amendment. Tenant agrees to use commercially reasonable efforts to respond to any request for approval of the Construction Drawings or any other request requiring Tenant's consent with respect to Tenant's 9th Floor Premises Work within four (4) Business Days after receipt thereof. If Tenant shall fail to respond to Landlord within the four (4) Business Day time period herein provided, Tenant shall be deemed to have accepted the Construction Drawings or any other request requiring Tenant's consent (as the case may be), but provided that such document(s) shall be accompanied by a notice to Tenant (which notice may be sent via email in accordance with Section 4 below) including the language in bold, capital letters set forth in Section 3.1, above.
- 3.3 Building Standard. Section 3.1(B) of the Lease shall apply to Landlord's construction of Landlord's 9th Floor Premises Work, but substituting the term "Landlord's 9th Floor Premises Work" for the term "Landlord's Work".
- 3.4 Substantial Completion of Landlord's 9th Floor Premises Work. Landlord's 9th Floor Premises Work shall be deemed "Substantially Complete" when (a) Landlord's construction representative confirms that Landlord's 9th Floor Premises Work has been completed in accordance with the Construction Drawings, Punchlist Items (as hereinafter defined) excepted and (b) Landlord has obtained a certificate of occupancy (or temporary certificate of occupancy) as necessary for Tenant to occupy the 9th Floor Premises for the Permitted Use. Subject to delays due to events of Force Majeure (as defined in the Lease), Extra Work (as hereinafter defined), or Tenant Delay (as hereinafter defined), Landlord shall use commercially reasonable efforts to complete Landlord's 9th Floor Premises Work on or before September 1, 2016, but Tenant shall have no claim against Landlord for failure to complete Landlord's 9th Floor Premises Work by such date. Notwithstanding the foregoing, in the event Landlord fails to deliver the 9th Floor Premises with Landlord's 9th Floor Premises Work Substantially Complete on or before December 1, 2016 (except for delays due to events of Force Majeure, Extra Work, or Tenant Delay), then Landlord shall provide Tenant with a credit of one (1) day's Base Rent with respect to the 9th Floor Premises for

each day after December 1, 2016 until the 9th Floor Premises Commencement Date occurs. The foregoing credit shall be applied on a day-for-day basis beginning on the 9th Floor Premises Commencement Date.

- 3.5 Extra Work. If, after approval of the Construction Drawings, Tenant requests any changes (including changes to materials or finishes) to such Construction Drawings ("Extra Work"), Tenant (at Tenant's sole cost and expense) shall submit to Landlord all information, plans and specifications necessary for Landlord to review the Extra Work (the "Change Request"), the approval of which Landlord agrees not to unreasonably withhold, condition or delay; provided, however, that any approved Change Request shall be completed at Tenant's sole cost and expense and subject to the terms and conditions of this Section 3.5 (and shall be deemed to be an Excess Cost). Prior to commencing any Extra Work related to the approved Change Request, Landlord shall submit to Tenant a written statement of the cost of such Extra Work (which statement shall include the amount of additional time required to complete such Extra Work) and a proposed tenant change order therefor (the "Change Order") in the standard form then in use by Landlord. If Tenant wishes to proceed with the Extra Work, Tenant shall execute and deliver to Landlord the Change Order, along with payment for the entire cost of the Extra Work. Costs related to approved Change Requests and Change Orders shall include, without limitation, Landlord's architectural and design fees, construction management fee, and general contractor's price for effecting the change. If Tenant fails to execute and deliver to Landlord the Change Order, along with payment for the entire cost of the Extra Work, then Landlord shall not be obligated to do any additional work related to the approved Change Request and/or Change Order, and Landlord may proceed to perform only Landlord's 9th Floor Premises Work.
- 3.6 Consequences of Extra Work. Notwithstanding anything contained herein or elsewhere in this First Amendment to the contrary, if there is any increase in Landlord's cost for Landlord's 9th Floor Premises Work solely as a result of the Extra Work approved by Tenant or if Landlord is delayed in substantial completion of Landlord's 9th Floor Premises Work solely as a result of the Extra Work approved by Tenant, then (a) Tenant shall be responsible for the increase in Landlord's cost for Landlord's 9th Floor Premises Work, and (b) the 9th Floor Premises Commencement Date shall be deemed to be the date on which Landlord's 9th Floor Premises Work would have been Substantially Complete but for the Extra Work.
- 3.7 Tenant Delay. A "Tenant Delay" shall be defined as any act or omission by Tenant or Tenant's agents, employees, contractors, servants, licensees and invitees ("Tenant's Agents") which causes an actual delay in the performance of Landlord's 9th Floor Premises Work (including, without limitation, Tenant's failure to comply with any of the delivery dates or approval dates required relative to the design, planning and selection of finishes for Landlord's 9th Floor Premises Work). Notwithstanding the foregoing, no event shall be deemed to be a Tenant Delay unless and until Landlord has given Tenant written notice (the "Tenant

Delay Notice”) advising Tenant: (a) that a Tenant Delay is occurring, (b) of the basis on which Landlord has determined that a Tenant Delay is occurring, and (c) the actions which Landlord believes that Tenant must take to eliminate such Tenant Delay and Tenant has failed to correct the Tenant Delay specified in the Tenant Delay Notice within forty-eight (48) hours following receipt of the Tenant Delay Notice. No period of time prior to the expiration of the cure period shall be included in the period of time charged to Tenant pursuant to such Tenant Delay Notice.

- 3.8 Consequences of Tenant Delay. Notwithstanding anything contained herein or elsewhere in this First Amendment to the contrary, if there is any increase in Landlord’s cost for Landlord’s 9th Floor Premises Work solely as a result of a Tenant Delay or if Landlord is delayed in substantial completion of Landlord’s 9th Floor Premises Work solely as a result of a Tenant Delay, then (a) Tenant shall be responsible for the increase in Landlord’s cost for Landlord’s 9th Floor Premises Work, and (b) the 9th Floor Premises Commencement Date shall be deemed to be the date on which Landlord’s 9th Floor Premises Work would have been Substantially Complete but for the Tenant Delay.
- 3.9 Punchlist Items. Promptly following delivery of the 9th Floor Premises to Tenant with Landlord’s 9th Floor Premises Work with respect thereto Substantially Complete, Landlord, Tenant and their respective construction representatives shall inspect the 9th Floor Premises and prepare a list (the “Punchlist”) of outstanding items which need to be completed to make Landlord’s 9th Floor Premises Work comply with the Work Letter (the “Punchlist Items”). Subject to delays due to events of Force Majeure, Extra Work, or Tenant Delay, Landlord shall use commercially reasonable efforts to complete all Punchlist Items within sixty (60) days of the date of the Punchlist.
4. Notices Relating to Landlord’s 9th Floor Premises Work and Tenant’s Work. Notwithstanding the notice provisions contained in Section 29 (Notices) of the Lease, Landlord and Tenant acknowledge and agree that any written notices and/or approvals or disapprovals relating to Landlord’s 9th Floor Premises Work or Tenant’s Work (including any Tenant Delay Notice from Landlord to Tenant), may be sent via email as follows:
- If to Landlord, then to Landlord’s construction representative: Kevin Kiley, kkiley@synergy-inv.com.
- If to Tenant, then to Tenant’s construction representative: Michael Ellis, mellis@flywire.com.
5. Base Rent for 9th Floor Premises. Starting on the later of (a) September 1, 2016 or (b) the 9th Floor Premises Commencement Date (such later date, the “9th Floor Premises Rent Commencement Date”) and ending on the Expiration Date, Tenant shall pay Base Rent for the 9th Floor Premises as set forth in the table below and otherwise in accordance with the terms of the Lease.

<u>Period</u>	<u>Base Annual Rent (Based on 12 months)</u>	<u>Base Monthly Rent</u>	<u>Per RSF</u>
9 th Floor Premises Rent Commencement Date – September 30, 2016	\$ 240,812.00	\$ 20,067.67	\$44.00
October 1, 2016 – September 30, 2017	\$ 246,285.00	\$ 20,523.75	\$45.00
October 1, 2017 – September 30, 2018	\$ 251,758.00	\$ 20,979.83	\$46.00
October 1, 2018 – September 30, 2019	\$ 257,231.00	\$ 21,435.92	\$47.00
October 1, 2019 – September 30, 2020	\$ 262,704.00	\$ 21,892.00	\$48.00
October 1, 2020 – September 30, 2021	\$ 268,177.00	\$ 22,348.08	\$49.00

6. Additional Rent – Tenant’s Share of Taxes for 9th Floor Premises. Starting on the 9th Floor Premises Rent Commencement Date and ending on the Expiration Date, with respect to the 9th Floor Premises only, Tenant shall pay 8.25% of the amount by which Taxes for the applicable fiscal year exceed Taxes for fiscal year 2017 (i.e., July 1, 2016 – June 30, 2017).
7. Additional Rent – Tenant’s Share of Operating Expenses for 9th Floor Premises. Starting on the 9th Floor Premises Rent Commencement Date and ending on the Expiration Date, with respect to the 9th Floor Premises only, Tenant shall pay 8.25% of the amount by which Operating Expenses for the applicable calendar year exceed Operating Expenses for calendar year 2016 (i.e., January 1, 2016 – December 31, 2016). The parties agree that the definition of “Base Expenses” set forth in Section 6(c) of the Lease shall be applied to the calculation of Operating Expenses for calendar year 2016 with respect to the 9th Floor Premises.
8. Electricity for 9th Floor Premises. Starting on the 9th Floor Premises Commencement Date and ending on the Expiration Date, Tenant shall pay for all electricity used by Tenant in the 9th Floor Premises based on the utility service provider’s reading of one or more direct meters, and payable by Tenant to the utility service provider upon demand. Tenant’s use of electrical services shall not exceed in voltage, rated capacity, or overall load that which is standard for the Building. Landlord, at any time during the Term of the Lease, shall have the right (a) to sub-meter or check meter electricity for the 9th Floor

Premises, in which case electricity shall be paid by Tenant to Landlord as Additional Rent, or (b) to measure electrical usage by survey or any other method that Landlord, in its reasonable judgment, deems appropriate.

9. Base Rent for 10th Floor Premises. Notwithstanding anything in the Lease to the contrary, starting on October 1, 2020 and ending on the Expiration Date, Tenant shall pay Base Rent for the 10th Floor Premises as set forth in the table below and otherwise in accordance with the terms of the Lease.

<u>Period</u>	<u>Base Annual Rent (Based on 12 months)</u>	<u>Base Monthly Rent</u>	<u>Per RSF</u>
October 1, 2020 – September 30, 2021	\$ 268,177.00	\$ 22,348.08	\$49.00

10. Additional Rent – Tenant’s Share of Taxes for 10th Floor Premises. Notwithstanding anything in the Lease to the contrary, starting on October 1, 2020 and ending on the Expiration Date, Tenant shall continue to pay Tenant’s Share of Taxes for the 10th Floor Premises in accordance with Section 1 (Basic Data) and Section 6 (Base Rent and Additional Rent) of the Lease.
11. Additional Rent – Tenant’s Share of Operating Expenses for 10th Floor Premises. Notwithstanding anything in the Lease to the contrary, starting on October 1, 2020 and ending on the Expiration Date, Tenant shall continue to pay Tenant’s Share of Operating Expenses for the 10th Floor Premises in accordance with Section 1 (Basic Data) and Section 6 (Base Rent and Additional Rent) of the Lease.
12. Electricity for 10th Floor Premises. Notwithstanding anything in the Lease to the contrary, starting on October 1, 2020 and ending on the Expiration Date, Tenant shall continue to pay for electricity for the 10th Floor Premises in accordance with Section 10 (Utilities) of the Lease.
13. Security Deposit.
- 13.1 The parties hereto acknowledge and agree that Landlord is currently holding \$56,098.26 as the Security Deposit under the Lease. Simultaneously with Tenant’s execution of this First Amendment, Tenant shall remit to Landlord, by check or wire transfer of immediately available funds, \$43,901.74 (the “Additional Security Deposit”) to be held as additional security for Tenant’s performance of its obligations set forth in the Lease; it being agreed that upon Landlord’s receipt of the Additional Security Deposit, the total amount of the Security Deposit held by Landlord shall be \$100,000.00.
- 13.2 Section 26.2 of the Lease is hereby deleted in its entirety. The terms and conditions relating to the reduction (if any) of the Security Deposit shall be controlled by this Section 13.2. Subject to the terms and conditions contained

herein, provided that Tenant shall not be in an Event of Default beyond any applicable notice and grace period on the Reduction Date (as hereinafter defined), the Security Deposit shall be decreased to \$60,000.00 (the "Reduced Amount") after the twenty-four (24) month anniversary of the 9th Floor Premises Rent Commencement Date (the "Reduction Date"). Landlord shall promptly following the Reduction Date, and Tenant's written request therefor, refund to Tenant the amount necessary to reduce the Security Deposit to the Reduced Amount. Should Tenant be in an Event of Default beyond any applicable notice and grace period on the Reduction Date, the Security Deposit then in effect shall remain in place (without reduction) for the balance of the Term of the Lease.

14. Signage. On or before the 9th Floor Premises Commencement Date, Landlord shall (a) update the alphabetical directory board or other directory device listing all tenants in the Building, located in the lobby of the Building, to reflect Tenant's location on both the 9th and 10th floors of the Building, and (b) install Tenant's name in the 9th floor elevator lobby as required by Section 19 (Signs, Window Treatments, and Advertising) of the Lease. Tenant shall, likewise, have the right to install its signage at the entrance to the 9th Floor Premises as set forth in said Section 19, subject to Landlord's prior written consent not to be unreasonably withheld, conditioned or delayed.
15. No Options. Tenant acknowledges and agrees that, except for (a) the Extension Option referenced in Section 50 (Extension Option) of the Lease (which shall apply with respect to the entire Premises), and (b) the Right of First Offer referenced in Section 51 (Right of First Offer) of the Lease, Tenant has no (i) options or rights to extend the Term of the Lease, (ii) options, rights of first offer, rights of first refusal, or other rights to expand the rentable square feet comprising the Premises or lease any other space in the Building, or (iii) options to terminate the Lease (except in connection with a casualty as set forth in Section 14 of the Lease) or contract the rentable square feet comprising the Premises.
16. No-Brokers. Except for Newmark Grubb Knight Frank (representing Landlord exclusively) and Transwestern RBJ (representing Tenant exclusively), each party represents and warrants to the other that they have not made any agreement or taken any action which may cause anyone to become entitled to a commission as a result of the transactions contemplated by this First Amendment, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person by reason of such party's breach of their representation or warranty contained in this First Amendment. Landlord will pay any commission due to the broker(s) hereunder pursuant to its separate agreement with the broker(s) hereunder subject to execution and delivery of this First Amendment by Landlord and Tenant. The provisions of this Section 17 shall survive the expiration or earlier termination of the Lease.
17. No Claims. In consideration of the foregoing, Tenant acknowledges that, as of the date hereof, to the best of Tenant's knowledge, Tenant has no claims, defenses, rights of set-off or counterclaims against Landlord with respect to the Lease or the Premises, including, but not limited to, claims related to Landlord's payment of any allowance or contribution with regard to the Premises, and has no knowledge of any default by Landlord under the Lease.

18. Authority. Tenant represents, warrants and covenants to Landlord that (a) Tenant is duly formed, has legal existence, is in good standing, and is qualified to do business in the state in which the Building is located, (b) Tenant has full right, power and authority to enter into this First Amendment, and (c) the person or persons executing this First Amendment on behalf of Tenant are duly authorized to do so.
19. References; Ratification. The Lease shall be modified such that each reference to the Lease contained therein shall be deemed to refer to the Lease as amended by this First Amendment. Except as specifically modified or amended herein, the Lease remains unchanged and in full force and effect and is hereby ratified and confirmed in every respect.
20. Conflicts. In the event of a conflict between this First Amendment and the Lease, this First Amendment shall control.
21. Capitalized Terms. Capitalized terms used in this First Amendment but not defined in this First Amendment have the meanings ascribed to them in the Lease.
22. When Binding; Counterparts. This First Amendment shall be binding upon the parties hereto only upon valid execution and delivery hereof by both Landlord and Tenant. Upon execution and delivery hereof by Landlord and Tenant, the agreements of the parties hereto shall be binding upon and inure to the benefit of their respective successors and assigns. This First Amendment may be signed in counterpart originals, which taken together shall constitute one and the same instrument. Delivery of a copy of a signed counterpart original transmitted by facsimile or as a PDF or similar attachment to an email shall constitute a good and valid execution and delivery of this First Amendment.
23. Exhibits. Additional terms to this First Amendment, if any, are set forth in the attached Exhibits, which are incorporated herein by reference as follows:
 - Exhibit A – Plan of 9th Floor Premises
 - Exhibit B – Work Letter
 - Exhibit C – Concept Plan

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed as of the date set forth above.

LANDLORD:

NS 141 TREMONT LLC,
a Massachusetts limited liability company

By: Synergy Financial LLC,
a Massachusetts limited liability company,
Property Manager and Authorized Agent

By: /s/ David Greaney
David Greaney, Manager
Hereunto duly authorized

TENANT:

PEERTRANSFER CORPORATION,
a Delaware corporation

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: General Counsel & Chief Compliance Officer
Hereunto duly authorized

[COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT]

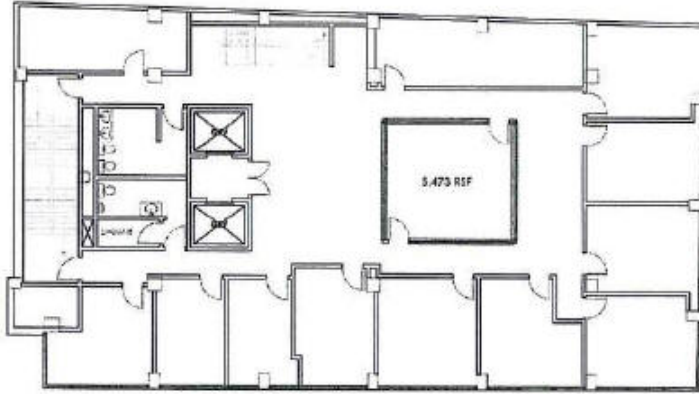
EXHIBIT A

PLAN OF 9TH FLOOR PREMISES

141 Tremont Street
Ninth Floor

flavinarchitects

www.flavinarchitects.com
105 Portland St #4 Boston, MA 02114
617.227.6717 617.227.6204



Major Vertical Penetration

Tenant Area

Store Area

Building Common Area

Floor Common Area

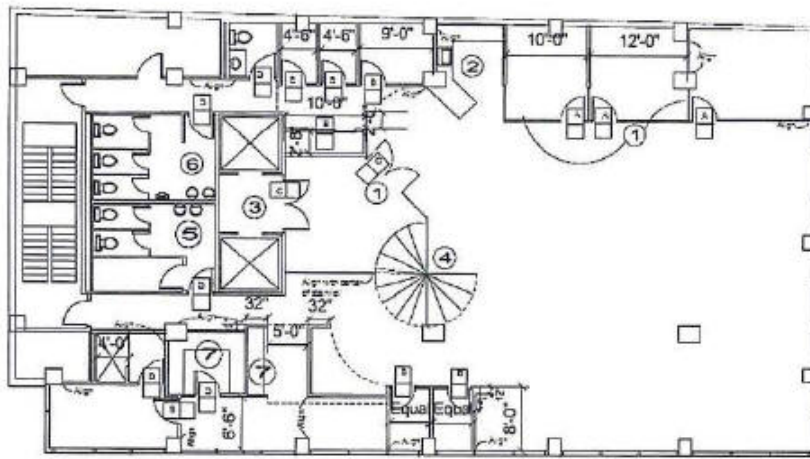
EXHIBIT B

WORK LETTER

Landlord shall perform the work shown on the Concept Plan, which work shall include the following items to the extent not already shown on the Concept Plan:

1. Cap the existing internal staircase located in the 9th Floor Premises.

EXHIBIT C
CONCEPT PLAN



Symbol Key:

- Drywall, unless 2" form Fiberglass facing
- ===== Glass Partition
- ===== Wall Partition
- o--- Door Symbol
- o--- Clear Coat
- o--- No. 100
- Keynote Symbol

Wall Type:

1/2" gypsum board over steel 100 C channel

Door Types:

- A 30" wide pass through and glass partition height door with no swing
- B 32" wide 2 1/2" x 1/2" fiberglass glass door
- C 32" wide pass through height double swing doors
- D 30" swing standard solid core door TSO
- E 36" x 48" wide full glass sliding doors or lock room

Keynotes:

- ① Glass Partitions with glass partition height doors as noted existing on 10th floor
- ② Remove to make in wall around base cabinets and existing wall in above bathroom. Solid Surface counter. Check building for items. Call me about TSO.
- ③ Elevator utility. Steel Framed one story door TSO.
- ④ Solid surface manufacture and install TSO. Lessen water spraying station TSO.
- ⑤ Provide plumbing for additional sink and washbasin if not needed to remove.
- ⑥ Provide plumbing for additional to be installed and replacement of sink.
- ⑦ Base and upper cabinets around food cabinet. Solid surface counter top in the cup with base cabinet in storage room. Manufacture and layout TSO.

Flywire
9th Floor - Preliminary Construction Plan
141 Tremont St.
Boston, MA
March, 2016



AW INTERIORS Northborough, MA

774 262 6137

COMMENCEMENT DATE CERTIFICATE

July 23, 2015

TO: peerTransfer Corporation
141 Tremont Street, 10th Floor
Boston, MA 02110

RE: Lease Agreement by and between NS 141 Tremont LLC, a Massachusetts limited liability company ("Landlord") and peerTransfer Corporation, a Delaware corporation ("Tenant") dated April 8, 2015 (the "Lease") for the premises (the "Premises") measuring approximately 5,473 rentable square feet located on the tenth (10th) floor of the building known and numbered as 141 Tremont Street, Boston, MA (the "Building")

Dear peerTransfer:

This letter shall constitute the Commencement Date Certificate referenced in Section 4 of the above-referenced Lease. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Lease.

1. Possession has been delivered to and accepted by Tenant.
2. All obligations, if any, of Landlord under the terms of the Lease with respect to improvements or repairs to the Premises have been Substantially Completed, and all allowances, reimbursements or other obligations of Landlord for the payment of monies to or for the benefit of Tenant have been fully paid in accordance with the terms of the Lease.
3. The Commencement Date is July 15, 2015.
4. The Expiration Date is September 30, 2020.
5. Payment of Base Rent as set forth in Section 1 of the Lease shall commence in full force and effect as of September 15, 2015.
6. Payment of (a) Tenant's Share of Tax Increases as set forth in Sections 1 and 6 of the Lease shall commence in full force and effect as of July 15, 2015 and (b) Tenant's Share of Operating Expense Increases as set forth in Sections 1 and 6 of the Lease shall commence in full force and effect as of July 15, 2015.
7. Tenant has not prepaid rent.
8. Tenant has deposited security in the amount of \$56,098.26.
9. Please sign this Commencement Date Certificate and return it to Landlord. Tenant's failure to return this Commencement Date Certificate within the ten (10) days after receipt hereof shall be deemed to be Tenant's acceptance of this Commencement Date Certificate, including without limitation the Commencement Date and the Expiration Date contained herein.

LANDLORD:

NS 141 TREMONT LLC,
a Massachusetts limited liability company

By: Synergy Financial LLC,
a Massachusetts limited liability company,
Property Manager and Authorized Agent

By: /s/ David Greaney
David Greaney, Manager
Hereunto duly authorized

TENANT:

PEERTRANSFER CORPORATION,
a Delaware corporation

By: /s/ Peter Butterfield
Name: Peter Butterfield
Title: General Counsel & Chief Compliance Officer
Hereunto duly authorized

[COUNTERPART SIGNATURE PAGE]

OFFICE
LEASE AGREEMENT

LANDLORD: NS 141 TREMONT LLC
TENANT: PEERTRANSFER CORPORATION
BUILDING ADDRESS: 141 TREMONT STREET, BOSTON, MA

SUBMISSION – NOT AN OPTION

THE SUBMISSION OF THIS LEASE FOR EXAMINATION AND NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE, A RESERVATION OF THE PREMISES, OR AN OPTION FOR LEASE OF THE PREMISES. THE SUBMISSION OF THIS LEASE FOR EXAMINATION AND NEGOTIATION SHALL VEST NO RIGHTS IN ANY PARTY. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION AND DELIVERY THEREOF BY LANDLORD AND TENANT, REGARDLESS OF ANY WRITTEN OR VERBAL REPRESENTATION OF ANY AGENT, MANAGER, OR EMPLOYEE OF LANDLORD TO THE CONTRARY.

THIS OFFICE LEASE AGREEMENT (this "Lease") is entered into by and between Landlord and Tenant as of the Effective Date. The parties to this instrument hereby agree as follows:

SECTION 1. BASIC DATA.

As further supplemented in the balance of this Lease and its Exhibits, this Basic Data sets forth the basic terms of this Lease and, where appropriate, constitutes definitions of certain terms used in this Lease.

Effective Date: April 8th, 2015

Landlord: NS 141 Tremont LLC,
a Massachusetts limited liability company

Present Mailing Address of Landlord: c/o Synergy Investments
100 Franklin Street, Suite 200
Boston, MA 02110

Tenant: peerTransfer Corporation
a Delaware corporation

Present Mailing Address of Tenant: 295 Devonshire Street
4th Floor
Boston, MA 02110

Building: The building located at 141 Tremont Street, Boston, MA.

Land: The parcel of land on which the Building is located is described on Exhibit A (Legal Description) attached hereto and incorporated herein by reference.

Property: The Building and the Land.

Premises: Approximately 5,473 rentable square feet on the tenth (10th) floor of the Building substantially as shown on Exhibit B (Plan of Premises) attached hereto and incorporated herein (the "Premises").

Permitted Use: General office use and for no other use or purpose.

Term: A period commencing on the later of (a) July 1, 2015 and (b) the date upon which Landlord's Work (as hereinafter defined) and the Additional Work Items (as hereinafter defined) are Substantially Complete (as hereinafter defined) (the "Commencement Date") and ending approximately sixty-two (62) months thereafter (the "Expiration Date"), unless terminated or extended as provided herein.

Lease Year: With respect to the 1st Lease Year, the period commencing on the Commencement Date, and ending at midnight twelve (12) full calendar months after the end of the Rent Abatement Period (as hereinafter defined); provided, however, that if the Rent Abatement Period does not end on the last day of a calendar month, then the 1st Lease Year and the Term shall be expanded to include the partial month following the end of the Rent Abatement Period so that the 1st Lease Year shall expire on the last day of the twelfth (12th) full calendar month following the month in which the Rent Abatement Period ends. With respect to the 2nd and succeeding Lease Years, periods of twelve (12) full calendar months following the expiration of the 1st Lease Year.

Base Rent:

The Base Rent during the Term is as follows:

<u>Period</u>	<u>Annual Rent (Based on 12 months)</u>	<u>Monthly Rent</u>	<u>Per Sq. Ft. Rent</u>
Commencement Date – Month 14 (1 st Lease Year)	* \$ 213,447.00	* \$17,787.25	*\$ 39.00
Month 15 – Month 26 (2 nd Lease Year)	\$ 218,920.00	\$18,243.33	\$ 40.00
Month 27 – Month 38 (3 rd Lease Year)	\$ 224,393.00	\$18,699.42	\$ 41.00
Month 39 – Month 50 (4 th Lease Year)	\$ 229,866.00	\$19,155.50	\$ 42.00
Month 51 – Month 62 (5 th Lease Year)	\$ 235,339.00	\$19,611.58	\$ 43.00

* Notwithstanding the foregoing Base Rent schedule or any contrary provision of this Lease, but subject to the terms of Section 6(a), Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Premises during the first two (2) months of the Term.

Base Tax Year:

Fiscal Year 2016 (i.e., July 1, 2015 – June 30, 2016)

Tenant's Share of Taxes:

8.25% above Base Tax Year

Base Expense Year:

Calendar Year 2015 (i.e., January 1, 2015 – December 31, 2015)

Tenant's Share of Operating Expenses:

8.25% above Base Expense Year

Security Deposit:

\$56,098.26 (subject to Section 26.2)

Guarantor:

None

Broker(s):

Newmark Grubb Knight Frank (representing Landlord exclusively) and Transwestern RBJ (representing Tenant exclusively).

Exhibits:

Exhibit A	Legal Description
Exhibit B	Plan of Premises
Exhibit C-1	Work Letter
Exhibit C-2	Additional Work Items
Exhibit D	Concept Plan
Exhibit E	Building Finish Specifications
Exhibit F	Form of Commencement Date Certificate

SECTION 2. PREMISES AND COMMON AREAS.

Landlord leases to Tenant, and Tenant hereby hires and takes from Landlord the Premises subject to all encumbrances of record.

Landlord hereby grants to Tenant during the term of this Lease, a license to use, in common with the others entitled to such use, the Common Areas as they from time to time exist, subject to the rights, powers and privileges herein reserved to Landlord. The term "Common Areas" as used herein will include all areas and facilities located outside the Premises on the Property that are provided and designated by Landlord for the general non-exclusive use and convenience of Tenant and other tenants. Common Areas include but are not limited to any hallways, lobbies, stairways, elevators, pedestrian sidewalks, landscaped areas, loading areas, parking areas (if any) and Building amenities (including, but not limited to, shared gym/fitness facilities, lounge areas, conference rooms and the like).

Landlord reserves all rights of ownership of the Property and use of the Property outside the Premises except that at all times during the Term of this Lease Tenant shall have a reasonable means of access to the Premises. Without limiting the foregoing reservation of rights by Landlord, it is understood that, Landlord in its sole discretion shall have the right to change, add, relocate, and eliminate facilities structures and improvements in and to the Building and Property, to permit the use of or lease all or part thereof for exhibition and displays, and to sell, lease, or dedicate all or part thereof to public use and to install conduits, pipes and cables in the Property outside the Premises; provided, however, that the same shall not render the Premises untenable for the Permitted Use. In addition, provided such installation will not have any material adverse impact on Tenant, Landlord shall have the right to install conduits, wires, pipes and cables in the Premises which serve areas outside the Premises.

SECTION 3. PREPARATION OF PREMISES; CONDITION OF PREMISES.

Except for Landlord's Work and the Additional Work Items, and subject to Landlord's express obligations under this Lease, including but not limited to Sections 7.1 and 9 herein, Tenant shall accept the Premises in "AS IS, WHERE IS, WITH ALL FAULTS CONDITION", and without any representations or warranties by Landlord to Tenant as to the condition of the Premises, the Building, the Property, or the suitability thereof for Tenant's use

3.1 Landlord's Work.

(A) Work Letter: Concept Plan: Additional Work Items. Landlord, at Landlord's sole cost and expense, shall perform the work ("Landlord's Work") set forth in the work letter (the "Work Letter") attached hereto as Exhibit C-1 in order to deliver the Premises in accordance with the concept plan (the "Concept Plan") attached hereto as Exhibit D; provided, however, that (1) Landlord shall not be responsible for the installation of Tenant's furniture, fixtures, equipment and appliances (notwithstanding the fact that these items are shown on the Concept Plan) and (2) the cost of Landlord's Work shall not exceed \$35.00 per rentable square foot of the Premises (i.e., a maximum of \$191,555.00 based on 5,473 rentable square feet), which shall include a construction management fee equal to five percent (5%) of the cost of Landlord's Work. In the event the cost of Landlord's Work exceeds \$191,555.00, such excess shall be treated as Extra Work (as hereinafter defined), and Tenant shall be responsible for payment of the entire cost of such Extra Work before Landlord is required to proceed with such Extra Work. Additionally, Landlord, at Tenant's sole cost and expense, shall supply and install the additional work items (the "Additional Work Items") set forth on Exhibit C-2 attached hereto. Tenant acknowledges and agrees that it shall pay Landlord (simultaneously with the execution and delivery of this Lease) \$118,330.00 for the cost of supplying and installing Items 1, 3, 4, 5, 6, and 7 on Exhibit C-2. Tenant shall have forty-eight (48) hours after the Effective Date of this Lease to decide if it would like Landlord to supply and install Item 2 on Exhibit C-2. If Tenant elects to have Landlord supply and install Item 2 on Exhibit C-2, Tenant acknowledges and agrees that it shall pay Landlord (simultaneously with making such election) an additional \$22,112.00 for the cost of supply and installing Item 2 on Exhibit C-2. Should Tenant fail to make such payment(s) as required herein, Landlord shall have all rights and remedies set forth in Section 25 (Default) in addition to any and all other rights and remedies available to Landlord at law or in equity.

(B) Building Standard. Landlord shall perform all work (including, without limitation,

Landlord's Work and the Additional Work Items) in a good and workmanlike manner and in accordance with all applicable laws and other provisions of this Lease. Landlord shall perform Landlord's Work in the manner and with the materials selected by Landlord as the standard for the Building subject to availability and Landlord's right to select alternative types, models, brands, grades, designs, manufacturers and suppliers from time to time as the standard for the Building ("Building Standard"). The building finish specifications (the "Building Finish Specifications") attached hereto as Exhibit E shall be deemed Building Standard for purposes of this Lease. If Tenant has not already done so, Tenant agrees to make its finish selections for Landlord's Work from the Building Finish Specifications within five (5) calendar days after the Effective Date of this Lease.

(C) Substantial Completion of Landlord's Work and the Additional Work Items. Landlord's Work and the Additional Work Items shall be deemed "Substantially Complete" when (1) Landlord's construction representative confirms that Landlord's Work and the Additional Work Items have been completed in accordance with the Work Letter and the Concept Plan, Punchlist Items (as hereinafter defined) excepted and (2) Landlord has obtained a certificate of occupancy (or temporary certificate of occupancy) as necessary for Tenant to occupy the Premises for the Permitted Use. Subject to delays due to events of Force Majeure (as hereinafter defined), Extra Work (as hereinafter defined), or Tenant Delay (as hereinafter defined), Landlord shall use commercially reasonable efforts to complete Landlord's Work and the Additional Work Items on or before August 1, 2015, but Tenant shall have no claim against Landlord for failure to complete Landlord's Work and the Additional Work Items by such date. Notwithstanding the foregoing, in the event Landlord fails to deliver the Premises with Landlord's Work and the Additional Work Items Substantially Complete on or before September 1, 2015 (except for delays due to events of Force Majeure, Extra Work, or Tenant Delay), then Landlord shall provide Tenant with a credit of one (1) day's Base Rent for each day after September 1, 2015 until the Commencement Date occurs. The foregoing credit shall be applied on a day-for-day basis beginning immediately after the Rent Abatement Period and shall be in addition to the Rent Abatement (as hereinafter defined).

(D) Extra Work. If (1) Tenant wants to make any changes to the Work Letter, the Concept Plan, or the Additional Work Items, or (2) Tenant wants Landlord to perform or supply any additional work or non-Building Standard work, installations, materials or finishes over and above, or in lieu of, Landlord's Work (each, "Extra Work"), Tenant (at Tenant's sole cost and expense) shall submit to Landlord all information, plans and specifications necessary for Landlord to review the Extra Work (the "Change Request"), the approval of which Landlord agrees not to unreasonably withhold, condition or delay; provided, however, that any approved Change Request shall be completed at Tenant's sole cost and expense and subject to the terms and conditions of this Section 3.1(D). Prior to commencing any Extra Work related to the approved Change Request, Landlord shall submit to Tenant a written statement of the cost of such Extra Work and a proposed tenant change order therefor (the "Change Order") in the standard form then in use by Landlord. Tenant shall execute and deliver to Landlord the Change Order, along with payment for the entire cost of the Extra Work. Costs related to approved Change Requests and Change Orders shall include, without limitation, any architectural and design fees, Landlord's construction fee for overhead and profit, the cost of all on-site supervisory and administrative staff and services rendered by Landlord and/or Landlord's consultants, and the general contractor's price for effecting the change. If Tenant fails to execute and deliver to Landlord the Change Order, along with payment for the entire cost of the Extra Work, then Landlord shall not be obligated to do any additional work related to the approved Change Request and/or Change Order, and Landlord may proceed to perform only the work as described in the Lease and the Exhibits attached hereto. Any and all Extra Work shall include a construction management fee equal to five percent (5%) of the cost of such Extra Work.

(E) Consequences of Extra Work. Notwithstanding anything contained herein or elsewhere in this Lease to the contrary, if there is any increase in Landlord's cost for Landlord's Work as a result of the Extra Work or if Landlord is delayed in substantial completion of Landlord's Work as a result of the Extra Work, then (1) Tenant shall be responsible for the actual reasonable increase in Landlord's cost for Landlord's Work, and (2) the Commencement Date shall be deemed to be the date on which Landlord's Work would have been Substantially Complete but for the Extra Work.

(F) Tenant Delay. A "Tenant Delay" shall be defined as any act or omission by Tenant or Tenant's agents, employees, contractors, servants, licensees and invitees ("Tenant's Agents") which

causes an actual delay in the performance of Landlord's Work (including, without limitation, Tenant's failure to comply with any of the delivery dates or approval dates required relative to the design, planning and selection of finishes for Landlord's Work). Notwithstanding the foregoing, no event shall be deemed to be a Tenant Delay unless and until Landlord has given Tenant notice (the "Tenant Delay Notice"), which may be oral, advising Tenant: (1) that a Tenant Delay is occurring, (2) of the basis on which Landlord has determined that a Tenant Delay is occurring, and (3) the actions which Landlord believes that Tenant must take to eliminate such Tenant Delay and Tenant has failed to correct the Tenant Delay specified in the Tenant Delay Notice within forty-eight (48) hours following receipt of the Tenant Delay Notice. No period of time prior to the expiration of the cure period shall be included in the period of time charged to Tenant pursuant to such Tenant Delay Notice.

(G) Consequences of Tenant Delay. Notwithstanding anything contained herein or elsewhere in this Lease to the contrary, if there is any increase in Landlord's cost for Landlord's Work as a result of a Tenant Delay or if Landlord is delayed in substantial completion of Landlord's Work as a result of a Tenant Delay, then (1) Tenant shall be responsible for the actual reasonable increase in Landlord's cost for Landlord's Work, and (2) the Commencement Date shall be deemed to be the date on which Landlord's Work would have been Substantially Complete but for the Tenant Delay.

(H) Punchlist Items. Promptly following delivery of the Premises to Tenant with Landlord's Work with respect thereto Substantially Complete, Landlord, Tenant and their respective construction representatives shall inspect the Premises and prepare a list (the "Punchlist") of outstanding items which need to be completed to make Landlord's Work comply with the Work Letter (the "Punchlist Items"). Subject to delays due to events of Force Majeure, Extra Work, or Tenant Delay, Landlord shall complete all Punchlist Items within sixty (60) days of the date of the Punchlist.

3.2 Tenant's Systems. Landlord agrees to allow Tenant access to the Premises (at the sole risk of Tenant and without liability to Landlord) fourteen (14) days prior to the Commencement Date for the sole purpose of installing (A) Tenant's data, telephone, audio-visual, security cameras, special Premises access systems, internet and video systems and the related wiring within the Building necessary for the operation thereof ("Tenant's Communications Systems") and (B) Tenant's furniture systems ("Tenant's Furniture Systems") ((A) and (B) collectively, "Tenant's Systems"). If Tenant, with Landlord's prior written approval, takes possession of the Premises prior to the Commencement Date, such possession shall be subject to all of the terms, covenants and conditions of this Lease, except that Tenant shall not be required to pay Base Rent and Additional Rent with respect to the period of time prior to the Commencement Date; provided, however, that Tenant shall be liable for the cost of electricity provided to Tenant during the period of Tenant's possession prior to the Commencement Date in accordance with, and subject to the terms, covenants and conditions of, Section 10 of this Lease. Tenant acknowledges and agrees that the design plans and specifications for Tenant's Communications Systems, and its locations and connections from within the Premises to the Building risers, conduits and systems shall be subject to Landlord's prior written approval not to be unreasonably withheld, conditioned or delayed. Tenant shall provide Landlord with reasonable prior written notice of any construction work relating to Tenant's Systems that involves any Building Systems (as hereinafter defined), and all such work shall be coordinated with Landlord and subject to Landlord supervision.

3.3 Quality and Performance of Work. All work performed by Tenant under this Lease, whether constituting part of Tenant's Systems or Alterations (as hereinafter defined), shall be done in a good and workmanlike manner, by contractors reasonably approved by Landlord, and in compliance with all applicable laws, Rules and Regulations, and other provisions (including, without limitation, insurance provisions) of this Lease. All work shall be coordinated with any work being performed by or for Landlord, and in such a manner as to maintain harmonious labor relations.

SECTION 4. TERM; FORM OF COMMENCEMENT DATE CERTIFICATE.

The Term shall be as set forth in Section 1 above. When the Commencement Date and the Expiration Date have been determined in accordance with the provisions set forth in this Lease, the parties hereto shall execute an instrument, in the form of Exhibit F (Form of Commencement Date Certificate) attached hereto, setting forth such dates and said instrument shall be deemed a supplement to and part of this Lease.

SECTION 5. USE.

Tenant shall use the Premises for the Permitted Use as set forth in Section 1 above. Tenant shall not use or occupy, or permit the use or occupancy of, the Premises or any part thereof for any use other than the Permitted Use or in any illegal manner, or in any manner that, in Landlord's judgment, would adversely affect or interfere with any services required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building, or with the proper and economical rendition of any such service, or with the use and enjoyment of any part of the Building by any other tenant or occupant. Tenant agrees that it will not exceed the maximum floor bearing capacity for the Premises in accordance with Section 8 of this Lease.

SECTION 6. BASE RENT AND ADDITIONAL RENT.

(a) Payment of Base Rent and Additional Rent.

Tenant shall pay the Base Rent set forth in Section 1 above in equal installments of one-twelfth (1/12) of the annual Base Rent in advance on the first day of each calendar month. Tenant shall pay a proportionate share of such monthly installment for any fraction of a calendar month that occurs at the beginning or end of the Term of this Lease. Tenant shall pay the full amount of all Base Rent and Additional Rent due hereunder and the full amount of all such other sums of money as shall become due under this Lease, all of which hereinafter may be collectively called "Rent," without demand or notice and without deduction, abatement, counterclaim, or set-off, to Landlord, at c/o Synergy Investments, 100 Franklin Street, Suite 200, Boston, Massachusetts 02110, or at such other place as designated from time to time by Landlord in writing. Landlord and Tenant hereby confirm that the Base Rent is not based on Tenant's income or profit derived from the Premises.

If Tenant fails to pay Base Rent or Additional Rent for five (5) calendar days after the date when due, Tenant shall pay a Two Hundred Fifty (\$250.00) dollar penalty ("Late Payment Penalty") to Landlord. Additionally, Tenant shall pay interest at the annual rate of fifteen percent (15%) (the "Late Payment Rate") per month on unpaid Base Rent and Additional Rent from the date when due until paid. All other charges which Tenant is required to pay in accordance with this Lease, together with all interest and penalties that may accrue thereon, shall be deemed to be "Additional Rent", and in the event of non-payment thereof by Tenant, Landlord shall have all the rights and remedies as would accrue to Landlord for non-payment of Base Rent.

Subject to the terms and conditions of this Lease, Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Premises during the first two (2) months of the Term (the "Rent Abatement Period"). Tenant acknowledges and agrees that the amount of the rent abatement equals \$35,574.50 (two (2) months x \$17,787.25 = \$35,574.50) (the "Rent Abatement"). Tenant acknowledges and agrees that the foregoing Rent Abatement has been granted to Tenant as additional consideration for entering into this Lease, and for agreeing to pay the rental and perform the terms and conditions otherwise required under this Lease. If, prior to the expiration of the Rent Abatement Period, Tenant shall be in an Event of Default under this Lease, beyond any applicable notice and cure period, then (i) from and after such Event of Default Tenant shall immediately be obligated to begin paying Base Rent for the Premises in full and (ii) Landlord shall have all rights and remedies set forth in Section 25 (Default) in addition to any and all other rights and remedies available to Landlord at law or in equity.

(b) Intentionally Omitted.

(c) Additional Rent. Tenant agrees to pay as Additional Rent Tenant's Share of Taxes above the Base Tax Year and Tenant's Share of Operating Expenses above the Base Expense Year, calculated as hereinafter set forth. For purposes of Section 6, the following definitions shall apply:

"Tax Year": The fiscal year of the City of Boston (July 1 - June 30) or other applicable governmental authority for real estate tax purposes or such other twelve (12)-month period as may be duly adopted in place thereof.

"Base Tax Year": As set forth in Section 1.

“Base Taxes”: The amount of Taxes assessed with respect to the Property for each Tax Year (or portion thereof) which occurs during the Base Tax Year, giving full effect to any revaluation.

“Tax Increases”: Attributable to a Tax Year, shall mean the excess, if any, of the Taxes paid or incurred during such Tax Year over the Base Taxes.

“Taxes”: All taxes, assessments and charges of every kind and nature levied, assessed or imposed at any time by any governmental authority upon or against the Property or any improvements, fixtures and equipment of Landlord used in the operation thereof whether such taxes and assessments are general or special, ordinary or extraordinary, foreseen or unforeseen in respect of each Tax Year falling wholly or partially within the Term. Taxes shall include, without limitation, all general real property taxes and general and special assessments, Business Improvement District payments, charges, fees or assessments for all governmental services or purported benefits to the Property, service payments in lieu of taxes, all business privilege taxes, and any tax, fee or excise on the act of entering into this Lease or on the use or occupancy of the Building or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Building, that are now or hereafter levied or assessed against Landlord by the United States of America, the Commonwealth of Massachusetts, or any political subdivision, public corporation, district or other political or public entity, including legal fees, experts’ and other witnesses’ fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Taxes. Taxes shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Taxes (including, without limitation, any municipal income tax) and any license fees, tax measured or imposed upon rents, or other tax or charge upon Landlord’s business of leasing the Building, whether or not now customary or in the contemplation of the parties on the date of this Lease. Taxes shall not include: (a) franchise, transfer, gift, excise, capital stock, estate, succession and inheritance taxes, and federal and state income taxes measured by the net income of Landlord from all sources, unless due to a change in the method of taxation such tax is levied or assessed against Landlord as a substitute for, in whole or in part, any other Tax that would constitute a Tax; or (b) penalties or interest for late payment of Taxes.

“Tenant’s Share of Taxes”: Tenant’s Share shall be a fraction, the numerator of which shall be the rentable area of the Premises and the denominator of which shall be the rentable area of the Building. On the Commencement Date, the Tenant’s Share shall be as set forth in Section 1. Tenant’s Share of Taxes shall be recalculated in the event that there shall be a change in the physical size of the Premises or the Building.

“Base Expense Year”: As set forth in Section 1.

“Expense Year”: The first and full calendar year following the Base Expense Year and each calendar year thereafter.

“Base Expenses”: The Operating Expenses for the Base Expense Year equitably adjusted to the amount such Operating Expenses would have been if ninety-five percent (95%) of the rentable area in the Building had been occupied during the Base Expense Year if there is less than ninety-five percent (95%) occupancy in the Base Expense Year. Only those component expenses that are affected by variation in occupancy levels shall be “grossed-up.” For purposes of determining Tenant’s Share of Expense Increases, the Base Expenses shall be deemed to have been incurred by Landlord during the Base Expense Year.

“Expense Increases”: Attributable to an Expense Year, shall mean the excess, if any, of the Operating Expenses paid or incurred during such Expense Year equitably adjusted, if less than ninety-five percent (95%) occupancy, to the amount such Operating Expenses would have been if ninety-five percent (95%) of the rentable area in the Building had been occupied during the Expense Year over the Base Expenses. Only those component expenses that are affected by variation in occupancy levels shall be “grossed-up”.

“Operating Expenses”: All costs and expenses (and taxes, if any, thereon) paid or incurred on behalf of Landlord (whether directly or through independent contractors) in connection with the ownership, management, operation, maintenance and repair of the Building and Common Areas (including any sales or other taxes thereon) during the Term, including, without limitation:

(a) supplies, materials and equipment purchased or rented, total wage and salary costs paid to, and all contract payments made on account of, all persons to the extent engaged in the operation, maintenance, security, cleaning and repair of the Property at or below the level of property manager (including the amount of any taxes, social security taxes, unemployment insurance contributions, union benefits) and any on-site employees of Landlord's property management agent;

(b) subject to the limitations set forth below regarding Essential Capital Expenditures (as hereinafter defined), the maintenance, repair and replacement of all building systems, including, but not limited to, heating, ventilating and air conditioning equipment such as chillers, cooling towers, pumps, loops, plumbing, electrical, mechanical, sewer, fire detection, sprinkler, life safety and security systems, telecommunications facilities, elevators and escalators, exterior windows and doors, tenant directories, emergency generator, and other equipment used in common by, or for the benefit of, occupants of the Building including such repairs and replacements as may be necessary to maintain the same in proper working order and in compliance with all applicable laws and industry performance standards (except to the extent such repairs or replacements are made necessary by the negligent act or omission or willful act of Tenant, its agents, servants or contractors, invitees or licensees which expense shall be billed directly to Tenant as Additional Rent);

(c) charges of contractors for services and facilities otherwise includable in Operating Expenses, including security, trash removal, cleaning, janitorial, window washing, snow and ice removal, exterior and interior landscaping, maintenance and repair of the parking areas (if any), roadways and light poles;

(d) the cost of utility services for the Property, including, without limitation, water, sanitary sewer, common area electricity, gas, fuel oil, steam, chilled water; but excluding electricity supplied to the Premises and billed to Tenant pursuant to this Section and electricity used by other tenants of the Building within their leased space and billed directly to such tenants;

(e) the premiums for fire, extended coverage, loss of rents, boiler, machinery, sprinkler, commercial general liability, property damage, earthquake, flood, and other insurance relative to the Property and the operation and maintenance thereof, and unreimbursed costs incurred by Landlord that are subject to an insurance deductible;

(f) the operation and maintenance of any Building amenities to which Tenant has access (including, but not limited to, shared gym/fitness facilities, lounge areas, conference rooms and the like), including, without limitation, the cost of utilities, repairs and insurance associated with such Building amenities;

(g) office costs of administration; legal and accounting fees and other expenses of maintaining and auditing Property accounting records and preparing Landlord's Statements;

(h) fees for management services whether rendered by Landlord (or affiliate) or a third-party property manager in an amount not to exceed the rate of five percent (5%) of total rents charged to Building tenants; and

(i) the annual amortization of Essential Capital Expenditures in accordance with the paragraph below.

As used herein, "Essential Capital Expenditures" shall mean capital expenditures that are (a) required to comply with any legal requirements coming into applicability after the Effective Date, or (b) anticipated to result in a reduction in (or minimize increases in) Operating Expenses (regardless of whether such result is achieved), or (c) necessary in order to prevent injury to persons or damage to property or to otherwise improve safety and security measures at the Property. Essential Capital Expenditures shall be amortized over the useful life of the applicable item based on industry standards and generally accepted accounting principles until such cost or expense has been fully recovered. Operating Expenses shall include an interest charge on the unamortized balance of such Essential Capital Expenditures at the then-prevailing prime rate; provided, however, that if Landlord has actually borrowed money to finance such Essential Capital Expenditures, then Operating Expenses with respect to such Essential Capital Expenditures shall include an interest charge at the interest rate actually paid by Landlord.

Operating Expenses shall not include: (1) utility expenses that are separately metered for any individual tenant in the Building; (2) any expense for which Landlord is reimbursed by a specific tenant by reason of a special agreement or requirement of the occupancy of the Building by such tenant; (3) expenses for services provided by Landlord for the exclusive benefit of a given tenant or tenants for which Landlord is directly reimbursed by such tenant or tenants; (4) all costs, fees and disbursements relating to activities for the solicitation, negotiation and execution of leases for space in the Building (including but not limited to advertising costs, leasing commissions and attorneys' fees therefor); (5) the costs of alterations to, or the decorating or the redecorating of, space in the Building leased to other tenants; (6) except as stated in subparagraph (h) of the definition of Operating Expenses, the costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", including costs of selling, syndicating, financing or mortgaging any of Landlord's interest in the Property; (7) rentals payable under any ground or underlying lease, if any; (8) interest and principal payments on mortgages and other debt costs, if any; (9) repairs or other work required due to fire or other casualty to the extent of insurance proceeds actually received by Landlord; (10) capital expenditures for items other than Essential Capital Expenditures; (11) payments to affiliates of Landlord (excluding property management fees), but only to the extent that they exceed market charges; (12) salaries and other benefits paid to Landlord's employees to the extent covered in the management fee (Tenant acknowledging that allocations for property management and building maintenance personnel will be included in Operating Expenses in addition to the management fee); (13) costs arising from latent defects at the Building or the repair thereof; (14) Landlord's charitable or political donations; (15) costs for sculptures, paintings or other art; or (16) costs incurred by Landlord due to the violation by Landlord or any tenant of the terms and conditions of any lease of space in the Building.

"Tenant's Share of Operating Expenses": Tenant's Share shall be a fraction, the numerator of which shall be the rentable area of the Premises and the denominator of which shall be the rentable area of the Building. On the Commencement Date, the Tenant's Share shall be as set forth in Section 1. Tenant's Share of Operating Expenses shall be recalculated in the event that there shall be a change in the physical size of the Premises or the Building.

"Landlord's Statement": An instrument containing a computation of any Additional Rent due pursuant to the provisions of Section 6.

(d) Landlord's Statements. Landlord will deliver Landlord's Statements to Tenant during the Term as soon as reasonably practicable. Landlord's delay or failure to render Landlord's Statement with respect to the Base Expense Year, any Expense Year or any Tax Year beyond a date specified herein shall not prejudice Landlord's right to render a Landlord's Statement with respect to that or any subsequent Expense Year or subsequent Tax Year. The obligations of Landlord and Tenant under the provisions of this Section with respect to any Additional Rent incurred during the Term shall survive the expiration or any sooner termination of the Term. If Landlord fails to give Tenant a statement of projected Operating Expenses prior to the commencement of any Expense Year, Tenant shall continue to pay Operating Expenses in accordance with the previous statement, until Tenant receives a new statement from Landlord.

(e) Tenant's Inspection Rights During the thirty (30)-day period after receipt of any Landlord's Statement (the "Review Period"), Tenant may, at its sole cost and expense (except as provided in subsection (f) below), request to inspect and audit Landlord's records relevant to the cost and expense items reflected in such Landlord's Statement at a reasonable time mutually agreeable to Landlord and Tenant during Landlord's usual business hours. Each Landlord's Statement shall be conclusive and binding upon Tenant unless within the Review Period Tenant shall notify Landlord that it disputes the correctness of Landlord's Statement, specifying how Landlord's Statement is claimed to be incorrect. All inspections and audits of Landlord's books and records and any arbitration shall be subject to a confidentiality agreement reasonably acceptable to Landlord. Tenant acknowledges and agrees that any accountant conducting the audit shall not be compensated on a contingency fee basis.

(f) Variations. If the estimated monthly payments of Tenant's Share of Operating Expenses that Tenant has paid are greater than Tenant's Share of Operating Expenses as set forth in Landlord's Statement, Landlord shall credit such overpayment against subsequent obligations of Tenant for payment

of Operating Expenses, or refund such overpayment if the Term has ended and Tenant has no further obligations to Landlord hereunder. If the estimated monthly payments of Tenant's Share of Operating Expenses are less than the amount due for the Operating Year, Tenant shall pay the balance due within twenty (20) days from receiving Landlord's Statement. Notwithstanding that the Term may have expired and Tenant has vacated the Premises, when final determination is made of Tenant's Share of Expense Increases or Tax Increases for the year in which this Lease terminates, Tenant shall pay any increase due over the estimated Expense Increases or Tax Increases paid (or Landlord shall refund any overpayments) within ten (10) Business Days after Landlord's delivery of Landlord's Statement therefor. In the event the audit shows that Tenant overpaid Operating Expenses by more than five percent (5%), Landlord shall also pay the cost of Tenant's audit up to a maximum of \$2,500.00 per audit.

(g) Sales Tax. In the event that any tax shall be levied by any authority having jurisdiction, upon Base Rent and/or Additional Rent, Tenant shall pay the exact amount of such tax to Landlord at the same time each installment of Base Rent and/or Additional Rent is paid to Landlord.

SECTION 7. LANDLORD'S OBLIGATIONS; TENANT'S OBLIGATIONS.

7.1 Landlord's Obligations.

Landlord shall keep in good condition and repair the structure and exterior of the Building, including the roof, the elevator(s), if any, the plumbing and electrical systems, and the heating and ventilating and air conditioning systems servicing the Building and the Premises (except for such equipment and service lines installed by Tenant), and any walkways, stairs, and paved areas, if any, serving the Building. Landlord shall comply with laws, rules, regulations and ordinances affecting the Building, unless the subject matter of the compliance relates to Tenant or Tenant's particular manner of use of the Premises, or to any other tenant in the Building. Notwithstanding the foregoing or any other provision of this Lease, however, Tenant shall not be responsible for installations or replacements of, or repairs to, the Building Structure (as hereinafter defined) or the Building Systems (as hereinafter defined) unless necessitated by (i) Tenant's Alterations (as hereinafter defined), (ii) Tenant's particular manner of use of the Premises (as opposed to office use generally), or (iii) the negligence or willful misconduct of Tenant or Tenant's Agents. Landlord shall keep the sidewalks, common corridors, stairways, elevator(s), if any, and all other means of ingress and egress for the Premises and all public portions of the Building in serviceable repair and in a reasonably clean and safe condition. Landlord reserves the right to interrupt, curtail, stop, and suspend the furnishing of any services and operation of the plumbing and electrical, heating, ventilating, and air conditioning systems, and elevator(s), if any, when necessary, by reason of accident or emergency or for repairs, alterations, replacements, or improvements, which may become necessary or Landlord is not able to secure supplies or labor or by reason of any other cause beyond Landlord's control, without liability or any abatement of Base Rent or Additional Rent claimed by Tenant. Landlord shall use reasonable efforts to minimize interruption of Tenant's business, but Landlord shall not be required to perform work in such a manner so as to incur overtime or other such after-hours charges. Notwithstanding the foregoing, and subject to the terms and conditions of this Lease, if (A) (1) Landlord fails to perform its maintenance obligations under this Lease or (2) there is an interruption, suspension or stoppage of any service which Landlord is required to provide pursuant to this Lease, including but not limited to the provision of utilities pursuant to Section 10, ((1) and (2) each a "Service Interruption"), (B) such Service Interruption was the result of causes, events or circumstances within Landlord's reasonable control, (C) such Service Interruption was not caused by Tenant or Tenant's Agents, (D) such Service Interruption continues for more than five (5) consecutive Business Days after Landlord's receipt of written notice from Tenant of such Service Interruption, and (E) as a result of such Service Interruption, the conduct of Tenant's normal business operations in the Premises is materially and adversely affected, then there shall be an abatement of one day's Base Rent for each day during which such Service Interruption continues after such five (5) consecutive Business Day period; provided, however, that if any portion of the Premises is reasonably usable for Tenant's normal business operations or if Tenant conducts all or any part of its business operations in any portion of the Premises notwithstanding such Service Interruption, then the amount of the daily abatement of Base Rent shall be proportionate to the nature and extent of the interruption of Tenant's normal business operations or ability to use the Premises.

Landlord shall maintain the Common Areas in accordance with the standards of comparable class buildings in Boston. Landlord reserves the right from time to time to (a) make changes in the shape, size, location and appearance of the Common Areas; provided, however, that the same shall not render the Premises untenantable for the Permitted Use; (b) make such improvements, alterations and repairs to the Common Areas as may be required by governmental authorities or by utility companies servicing the Property; (c) construct, maintain and operate lighting and other facilities on all said areas and improvements; and (d) to add or remove improvements and facilities to or from the Common Areas; provided, however, that the same shall not render the Premises untenantable for the Permitted Use. The use of the Common Areas shall be subject to such reasonable regulations and changes therein as Landlord shall make from time to time and notify Tenant of in writing, including (but not by way of limitation) the right to close from time to time, if necessary, all or any portion of the Common Areas to such extent as may be legally sufficient, in the opinion of Landlord's counsel, to prevent a dedication thereof or the accrual of rights of any person or of the public therein; provided, however, Landlord shall do so at such times and in such manner as shall minimize any disruption to Tenant to the extent reasonably possible.

7.2 Tenant's Obligations.

Except as otherwise provided in Section 7.1 herein, Tenant shall maintain the Premises, including, without limitation, all mechanical, electrical, plumbing and HVAC systems installed by Tenant within the Premises (the parties acknowledge that Landlord shall maintain such systems not installed by Tenant), all partitions, walls (other than the structural load bearing walls), floor coverings, doors, loading dock(s), glass (other than exterior windows), and all other portions thereof in the condition each of the same were in at the time of the delivery thereof to Tenant, but in all events in good and tenantable working order, condition, and repair, and will maintain and repair the same when necessary so as to comply with the foregoing, excepting only reasonable wear and tear, casualty and condemnation.

If Landlord gives Tenant written notice of the necessity of any repairs required to be made under this Section 7.2 and Tenant fails to cure the same within twenty (20) days thereafter (except that no notice will be required in case of any emergency repair necessary to prevent substantial damage to or deterioration of the Property), Landlord, at its option and in addition to any other remedies hereunder, may proceed to make such repairs, and any costs and expenses incurred by Landlord in connection therewith plus and administration charge of ten percent (10%) of such costs and expenses, shall be due and payable upon demand, as Additional Rent; provided, however, that Landlord's making any such repairs shall not be deemed a waiver by Landlord of Tenant's default in failing to make the same.

SECTION 8. FLOOR LOAD; HEAVY MACHINERY.

Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient to prevent transmission of noise and vibration to any other part of the Building and Property. Any moving of any machinery and/or equipment into, out of, or within the Property (including the Premises) shall be done only with the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be at the sole risk and hazard of Tenant, and at times specifically approved by Landlord. Tenant shall not in any way break, cut into, or damage the exterior perimeter walls or insulating panels of the Building in installing, ventilating, or exhausting its equipment or in any other manner.

SECTION 9. SERVICES.

Landlord shall provide or cause to be provided:

(a) Access to the Building from the lobby Monday through Friday, except for Massachusetts legal holidays, hereinafter referred to as "Business Days", during normal business hours. Normal business hours are Monday through Friday, 8:00 a.m. to 6:00 p.m. ("Normal Business Hours"), Massachusetts legal holidays excepted. At all other times, that is, twenty-four (24) hours a day, seven (7) days per week, Landlord shall provide limited access to the Building in accordance with the standard entry system as shall from time to time be in effect in the Building. As of the Commencement Date, access to the Building at other than normal business hours shall be through either a hard key, key card,

or personnel identification pin station system. Tenant shall be entitled to one (1) key card/key for each of Tenant's employees at no cost to Tenant. Additional and replacement key cards/keys shall be provided to Tenant at the cost of Fifteen Dollars and Zero Cents (\$15.00) each. Upon the expiration or earlier termination of this Lease, Tenant shall return all key cards/keys and shall pay to Landlord Fifteen Dollars and Zero Cents (\$15.00) for each key card/key originally issued at no cost to Tenant pursuant to this subsection and not so returned, which payment shall be deemed Additional Rent and may be withheld from any security deposit or letter of credit hereunder or otherwise collected in accordance with applicable law. Landlord reserves the right to alter the Building standard entry system from time to time as it sees fit and to provide replacement cards to Tenant at no cost to Tenant following such alteration.

(b) Janitorial services in and about the Premises in accordance with Landlord's cleaning specifications, which shall be comparable to other similar class buildings in Boston, Saturdays, Sundays and union and state and federal government holidays (the "Holidays") excepted. Tenant shall not provide any janitorial service without Landlord's prior written consent. If Landlord's prior written consent is given, such janitorial services shall be subject to Landlord's supervision and control, but shall be performed at Tenant's sole cost and responsibility.

(c) Heating and air-conditioning building systems with capacity to maintain comfortable temperature (excluding specialized temperature and humidity control for computers, printers and other equipment) daily during Normal Business Hours, Saturdays, Sundays and Holidays excepted, consistent with such service typical of comparable class buildings in Boston. Tenant shall pay the cost to operate such systems directly to the utility provider or to Landlord as applicable.

(d) Hot and cold running water for cleaning, landscaping, grounds maintenance, fire protection, drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord or by Tenant with Landlord's prior written consent. If Tenant's water use increases beyond customary office user levels, Landlord shall have the right to install a water meter at Tenant's expense and to charge Tenant as Additional Rent for its water consumption in the Premises.

(e) Electric current from providers selected by Landlord, in amounts required for normal lighting by building standard lighting overhead fixtures and for Tenant's normal business operations, including without limitation, personal computers, copiers, facsimiles and other ordinary business equipment, subject, however, to Landlord's approval of Tenant's final electrical plan for the Premises (but specifically excluding electric current surge protection).

(f) Maintenance of the Common Areas in a condition comparable to other similar class buildings in Boston.

Costs associated with the foregoing, except separately metered utilities or as otherwise provided herein, are included in Operating Expenses.

SECTION 10. UTILITIES.

10.1 Payment.

(a) Electricity. Tenant shall pay for all electricity used by Tenant in the Premises based on the utility service provider's reading of one or more direct meters, and payable by Tenant to the utility service provider upon demand. Tenant's use of electrical services shall not exceed in voltage, rated capacity, or overall load that which is standard for the Building. Landlord, at any time during the Term of this Lease, shall have the right (i) to sub-meter or check meter electricity for the Premises, in which case electricity shall be paid by Tenant to Landlord as Additional Rent, or (ii) to measure electrical usage by survey or any other method that Landlord, in its reasonable judgment, deems appropriate.

(b) Utilities Other Than Electricity. Any utilities (other than electricity, which shall be paid for in accordance with Section 10.1(a) above) which are furnished directly to the Premises by a utility provider and separately metered shall be registered in Tenant's name and Tenant shall cooperate with Landlord to have the utility bills sent directly to and paid directly by Tenant. Any utilities (other than electricity, which shall be paid for in accordance with Section 10.1(a) above) which are sub-metered or check metered shall payable by Tenant to Landlord as Additional Rent within thirty (30) days after billing.

10.2 Landlord's Right to Select Utility Providers. Landlord shall have the right at any time and from time to time during the Term of this Lease to contract for utilities from such providers of such services as Landlord shall elect. Tenant shall cooperate with Landlord and the utility provider at all times and, as reasonably necessary, shall allow Landlord and the utility provider reasonable access upon reasonable advance notice to the Building's electric lines, feeders, risers, wiring, and any other machinery within the Premises. Landlord agrees to furnish or cause to be furnished to the Premises the utilities and services described herein, subject to the terms and conditions and in accordance with the standards set forth herein. Landlord's failure to furnish any of such services when such failure is caused by accidents, the making of repairs, alterations or improvements, labor difficulties, difficulty in obtaining adequate supply of fuel, electricity, steam, water or other services or supplies from the sources from which they are usually obtained for the Building, or governmental constraints or any other cause beyond Landlord's reasonable control, shall not result in any liability to Landlord. Except as set forth in Section 7.1 above, Tenant shall not be entitled to any abatement or reduction of Base Rent by reason of such failure, no eviction of Tenant shall result from such failure, and Tenant shall not be relieved from the performance of any covenant or agreement in this Lease. In the event of any failure, stoppage or interruption thereof, Landlord shall diligently attempt to resume service promptly.

10.3 Prohibited Activities. Tenant shall comply with the conditions of occupancy and connected electrical load reasonably established by Landlord for the Building and Tenant shall not use utilities or other services in excess of the services described in Section 9 above or in a manner which exceeds or interferes with any Building Systems or service equipment or Landlord's ability to provide services to other tenants in the Building. Tenant shall not, without Landlord's prior written consent in each instance, connect air conditioning equipment, office equipment (excluding standard desktop computers, laptop computers, printers, copiers and facsimile machines), major appliances (excluding coffee makers, microwave ovens and other similar food preparation appliances) or heavy duty equipment (collectively, "High Usage Equipment") to the Building's electrical system. Tenant covenants that at no time shall the use of electrical energy in the Premises exceed the capacity of the existing feeders or wiring installations then serving the Premises. Tenant shall not, without prior written consent of Landlord in each instance, make or perform, or permit the making or performing of, any alteration to wiring installations or other electrical facilities in or serving the Premises or any additions to the electrical fixtures, machines, equipment or other appliances in the Premises which utilize electrical energy.

10.4 Landlord's Right to Survey Usage. Landlord may survey Tenant's use of services from time to time. Tenant shall pay Landlord all costs arising out of any excess use or other connection of High Usage Equipment, including the cost of all repairs and alterations to the Building's mechanical and electrical systems (including the installation of meters) and the cost of additional electricity made available to Tenant, if any. Such costs shall constitute Additional Rent and Tenant shall pay such costs pursuant to Section 6.

SECTION 11. ADDITIONAL SERVICES.

Landlord may upon written notice impose reasonable charges, which charges shall constitute Additional Rent and shall be payable in accordance with Section 6, and may upon written notice establish reasonable rules and regulations for the following: (a) the use or consumption of any HVAC or other utility services (excluding electric current) by Tenant outside of Normal Business Hours; (b) the use or consumption of any other building services by Tenant outside of Normal Business Hours and any unanticipated, additional costs incurred by Landlord as a result thereof; (c) additional or unusual janitorial services required because of any non-building standard improvements in the Premises, the carelessness of Tenant, the nature of Tenant's business (including the operation of Tenant's business after Normal Business Hours); and (d) the removal of any refuse and rubbish from the Premises except for discarded material placed in waste and recycling receptacles and left for emptying as incident to Landlord's normal cleaning of the Premises.

SECTION 12. ALTERATIONS ADDITIONS AND IMPROVEMENTS TO THE PREMISES.

12.1 Generally. Tenant shall not make, or permit to be made, any alterations, additions, improvements or other changes in or to the Premises ("Alterations"), other than the installation of typical office decorations and furnishings which are not affixed to the realty, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however,

that if the proposed Alterations affect the exterior, architectural design or structural components of the Building (the "Building Structure"), or affect the mechanical, electrical, plumbing, HVAC, telecommunication, life safety, security or other systems (the "Building Systems"), Landlord may withhold its consent to such Alterations in Landlord's sole and absolute discretion. Without limitation, it shall not be unreasonable for Landlord to withhold its consent to any Alterations which would require Landlord to make improvements to the Building or the Property (or undertake special maintenance, repair or replacement obligations with respect to the Building or the Property) not within the scope of those expressly provided for herein, unless Tenant agrees, at the time of its request for approval or notice of such Alterations, to pay all costs associated with Landlord's improvements or obligations.

12.2 Removal.

(A) If Landlord consents to any Alterations, Landlord shall notify Tenant in writing at the same time Landlord consents to such Alterations whether or not such Alterations will be required to be removed by Tenant at the end of the Term. Prior to the end of the Term, Tenant shall be obligated to remove any Alterations that Landlord has not designated in writing as being permitted to remain on the Premises. Tenant acknowledges and agrees that any work or alterations (including, without limitation, Alterations) performed by or for the benefit of Tenant shall be the property of Tenant during the Term. Landlord acknowledges and agrees that Tenant shall have no obligation to remove Landlord's Work at the end of the Term.

(B) Notwithstanding anything to the contrary contained in this Lease, Landlord reserves the right to require that Tenant remove any or all electronic, phone and data wires, cables, fibers, connections and related telecommunications equipment and/or other facilities for telecommunications (collectively, "Cables") installed by or for Tenant within or serving the Premises upon the expiration or earlier termination of this Lease. Any Cables not required by Landlord to be removed pursuant to this Section at the expiration or earlier termination of this Lease shall, at Landlord's option, become the property of Landlord (without payment by Landlord). If Tenant fails to remove such Cables as required by Landlord, or violates any other provision of this Section, Landlord may, upon ten (10) days prior written notice to Tenant, remove such Cables or remedy such other violation, at Tenant's expense (without limiting Landlord's other remedies available under this Lease, at law or in equity), which amount shall be paid by Tenant within twenty (20) days after Tenant's receipt of demand by Landlord.

12.3 Additional Covenants.

(A) All Alterations shall be made (1) at Tenant's sole cost and expense, and (2) according to plans and specifications reasonably approved in writing by Landlord (to the extent plans and specifications and Landlord's approval are required).

(B) Tenant shall pay to Landlord a fee equal to five percent (5%) of the cost of any Alterations to compensate Landlord for the overhead and other costs it incurs in reviewing the plans therefor and in monitoring the construction of the Alterations.

(C) Tenant shall provide Landlord with "as built" plans for any Alterations for which plans are used, regardless of whether the Alterations require Landlord's consent hereunder.

(D) Tenant shall provide Landlord with copies of any warranties for Alterations (including materials and equipment), and either assign to Landlord, or enforce on Landlord's behalf, all such warranties to the extent repairs and/or maintenance on warranted items would be covered by such warranties and are otherwise Landlord's responsibility under this Lease.

(E) Tenant acknowledges and agrees that Landlord shall have the right to examine and inspect any Alterations; provided, however, that no such examination or inspection shall constitute an approval or warranty or give rise to any liability of Landlord with respect thereto.

(F) All Alterations shall be coordinated with any work being performed by or for Landlord, and in such a manner as to maintain harmonious labor relations.

(G) Tenant shall keep all construction areas clean and free of trash and debris.

12.4 Construction Standards. All Alterations made by or on behalf of Tenant shall be made and performed: (a) by contractors or mechanics approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, who shall carry liability insurance of a type and in such amounts as Landlord shall reasonably require, naming Landlord and Tenant as additional insureds, (b) in a good and workmanlike manner, (c) so that same shall be at least equal in quality, value, and utility to the original work or installation and shall be in conformity with Landlord's Building standard specifications as provided by Landlord to Tenant upon Tenant's request and as the same may be amended by Landlord and in effect at such time, (d) in accordance with all applicable laws, and (e) pursuant to plans, drawings and specifications which have been reviewed and approved by Landlord prior to the commencement of the Alterations and approved by, and filed with, all applicable governmental authorities (the "Construction Standards").

SECTION 13. INSPECTION.

Landlord and any mortgagee of the Building or the Property, or of Landlord's interest herein, and their representatives, shall have the right at all times to enter the Premises to (i) show same to prospective lenders or purchasers or (ii) inspect the same and to make repairs or replacements therein as required by this Lease and to install conduits and pipes or ducts; provided, however, that Landlord shall use reasonable efforts to provide notice of any such inspection (except in the event of an emergency for which no notice shall be given) and to avoid undue disturbance of Tenant's use and occupancy. During the last twelve (12) months of the Term, Landlord may, upon twenty-four (24) hours advance notice to Tenant, gain access to the Premises for the purpose of showing same to prospective tenants.

SECTION 14. FIRE OR OTHER CASUALTY.

14.1 In the event of damage to or destruction of the Premises or the Building caused by fire or other casualty ("Event of Casualty"), Landlord shall undertake to make repairs and restorations with reasonable diligence, unless this Lease has been terminated by Landlord or Tenant as hereinafter provided, or unless any mortgagee which is entitled to receive casualty insurance proceeds fails to make available to Landlord a sufficient amount of such proceeds to cover the cost of such repairs and restorations. Landlord shall, within forty-five (45) days after the Event of Casualty, provide Tenant with a good faith estimate of the time required to repair the damage to the Premises or the Building, as the case may be. If, in Landlord's reasonable judgment, the damage is of such nature or extent that (A) more than two hundred-seventy (270) days after the Event of Casualty would be required (with normal work crews and normal work hours) to repair and restore the Premises or the Building, or (B) less than one (1) year remains on the then current Term of this Lease and more than ninety (90) days after the Event of Casualty would be required (with normal work crews and normal work hours) to repair and restore the Premises or the Building, then the Premises or the Building, as the case may be, shall be deemed "substantially damaged." If the Premises or the Building are deemed "substantially damaged," Landlord may elect to terminate this Lease by giving Tenant written notice of such termination within sixty (60) days after the Event of Casualty. In addition, if the Premises or the Building are deemed "substantially damaged," and if as a result of the same the Premises are rendered untenable for the Permitted Use, then Tenant may elect to terminate this Lease by giving Landlord written notice of such termination within sixty (60) days after the Event of Casualty. If either party elects to terminate this Lease as set forth above, then the Term of this Lease shall expire thirty (30) days after the date such written notice is given, Base Rent and Additional Rent shall be equitably abated in accordance with Section 14.3 below, and Tenant shall thereafter vacate the Premises and surrender the same to Landlord in accordance with the terms, covenants and conditions of this Lease.

14.2 In the event this Lease is not terminated pursuant to the terms of Section 14.1 above and is otherwise in full force and effect, and sufficient casualty insurance proceeds are available for application to such repair and restoration, Landlord shall proceed diligently to repair and restore the Premises or the Building, as the case may be (including Landlord's Work, if any) to substantially the same condition in which it was immediately prior to the Event of Casualty, subject to Legal Requirements; provided, however, that Landlord shall not be obligated to repair or restore (A) any Tenant's Work or Alterations to the Premises in excess of Landlord's Work, even if such work was performed by Landlord's

contractors (and regardless of whether or not Tenant is required to remove or leave the same at the expiration or earlier termination of this Lease), or (B) any of Tenant's Property (as hereinafter defined), unless Tenant, in a manner satisfactory to Landlord, assures payment in full of all costs as may be incurred by Landlord in connection therewith. Notwithstanding anything to the contrary contained herein, in the event Landlord does not repair or restore the Premises within three hundred sixty-five (365) days after the Event of Casualty, Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord; provided, however, that if Landlord completes the required repair or restoration of the Premises within such thirty (30) day period following Tenant's termination notice, such termination notice shall be rescinded and this Lease shall continue in full force and effect.

14.3 When Landlord's repair and restoration work has been completed, Tenant shall complete the restoration of (A) all of Tenant's Work and Alterations and (B) all of Tenant's Property which are necessary to permit Tenant's re-occupancy of the Premises. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Base Rent and Additional Rent shall be equitably abated from the date of the Event of Casualty until the Premises has been substantially restored for any portion of the Premises that is unusable (and unused) by Tenant. Notwithstanding the foregoing, if the Event of Casualty was due to the act or omission of Tenant or Tenant's Agents, such abatement or reduction shall be made only if and to the extent of any proceeds of rental interruption insurance actually received by Landlord and allocated to the Premises.

SECTION 15. EMINENT DOMAIN.

If the whole or a material portion of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if the owner elects to convey title to the condemner by a deed in lieu of condemnation, or if all or any portion of the Property are so taken, condemned or conveyed and as a result thereof, in Landlord's reasonable judgment, the Premises cannot be used for Tenant's Permitted Use as set forth herein, then this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and Base Rent and Additional Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If less than a material portion of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), Base Rent and Additional Rent shall be equitably abated on the date when such title vests in such governmental or quasi-governmental authority and this Lease shall otherwise continue in full force and effect. In any case, Tenant shall have no claim against Landlord for any portion of the amount that may be awarded as damages as a result of any governmental or quasi-governmental taking or condemnation (or sale under threat or such taking or condemnation); and all rights of Tenant to damages therefor are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of any separate award for moving expenses, dislocation damages or for any other award which would not reduce the award payable to Landlord. As used herein, "material portion of the Premises" shall mean such amount that, in Landlord's reasonable judgment, would render the Premises untenable for the Permitted Use.

SECTION 16. INDEMNIFICATION.

To the maximum extent enforceable by law, Tenant covenants and agrees to exonerate, indemnify, defend (with counsel reasonably acceptable to Landlord), protect and save Landlord, together with (a) Landlord's members and managers, and their respective members and managers, partners, shareholders, officers, directors, agents and employees ("Landlord's Agents") and (b) Landlord's property manager and mortgagee (if any) ("Landlord's Insured Parties"), from and against any and all claims, demands, expenses, losses, suits and damages (including reasonable attorneys' fees) as may be occasioned by reason of (i) any accident, injury or damage occurring in, on or about the Premises causing injury to persons or damage to property; (ii) any accident, injury or damage occurring outside the Premises causing injury to persons or damage to property and due to the act or omission of Tenant or Tenant's Agents (or any person or entity claiming by, through or under Tenant or Tenant's Agents); and (iii) the breach or default by Tenant or Tenant's Agents of any representation, covenant, or other term contained in this Lease, including without limitation the breach of any legal requirements. The provisions of this Section 16 shall survive the expiration or earlier termination of this Lease.

SECTION 17. TENANT'S PROPERTY.

Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon Tenant's Property. If any of Tenant's Property shall be assessed with Landlord's real or personal property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement from Landlord setting forth the taxes applicable to Tenant's Property. As used herein, "Tenant's Property" includes, but is not limited to, all inventory, merchandise, furniture, fixtures, equipment (including computer equipment and any data stored thereon), and personal property placed in the Premises by Tenant and all computer, telecommunications or other cabling and wiring installed in the Premises or elsewhere in the Building by or for the benefit of Tenant.

Tenant hereby acknowledges and agrees that Landlord's insurance policies do not cover Tenant's Property.

SECTION 18. ASSIGNMENT AND SUBLETTING.

18.1 Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign, mortgage, encumber or otherwise transfer this Lease or any interest herein directly or indirectly, by operation of law or otherwise, or sublet the Premises or any part thereof, or permit the use or occupancy of the Premises by any party other than Tenant (any such action, a "Transfer"). If at any time or from time to time during the Term, when no Event of Default has occurred and is continuing, Tenant desires to effect a Transfer, Tenant shall deliver to Landlord written notice ("Transfer Notice") setting forth the terms of the proposed Transfer and the identity of the proposed assignee, sublessee or other transferee (each a "Transferee"). Tenant shall also deliver to Landlord with the Transfer Notice an acceptable assumption agreement for Tenant's obligations under this Lease (in the case where the Transfer is a proposed assignment of this Lease) together with all relevant information requested by Landlord concerning the proposed Transferee to assist Landlord in making an informed judgment regarding the financial responsibility, creditworthiness, reputation, and business experience of the Transferee.

18.2 Landlord's Options. Landlord shall have the option, exercisable by written notice delivered to Tenant within fifteen (15) days after Landlord's receipt of a Transfer Notice accompanied by the other information described in Section 18.1, to (a) approve the proposed Transfer; or (b) disapprove the proposed Transfer and continue the Lease in full force and effect; or (c) if the proposed Transfer is for a sublease of fifty percent (50%) or more of the rentable square footage of the Premises, terminate the Lease with respect to the portion of the Premises affected as of the date set forth in Landlord's notice of exercise of such option, which date shall not be less than thirty (30) days nor more than ninety (90) days following the giving of such notice; or (d) if the proposed Transfer is for a sublease of sixty percent (60%) or more of the rentable square footage of the Premises, terminate the Lease with respect to the portion of the Premises affected or, at Landlord's option, the entire Premises (it being specifically agreed that Landlord may terminate the Lease with respect to the entire Premises even if Tenant proposes to sublease only sixty percent (60%) of the Premises) as of the date set forth in Landlord's notice of exercise of such option, which date shall not be less than thirty (30) days nor more than ninety (90) days following the giving of such notice. If Landlord approves of the proposed Transfer pursuant to Section 18.1 above, Tenant may enter into the proposed Transfer with such proposed Transferee subject to the following conditions: (i) the Transfer shall be on the same terms set forth in the Transfer Notice; (ii) no Transfer shall be valid and no Transferee shall take possession of the Premises until an executed counterpart of the assignment, sublease or other instrument effecting the Transfer (in the form reasonably approved by Landlord) has been delivered to Landlord pursuant to which the Transferee shall expressly assume all of Tenant's obligations under this Lease; and (iii) Tenant shall provide Landlord with a written ratification agreement from each guarantor (if any) of this Lease in form and substance satisfactory to Landlord. In addition, Tenant agrees to reimburse Landlord for its reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in connection with Landlord's review of any (x) proposed Transfer whether or not Landlord approves the same and (y) Permitted Transfer (as hereinafter defined); provided, however, that such costs and expenses shall not exceed \$2,500.00 per Transfer request.

If Landlord exercises its option to terminate this Lease in its entirety or with respect to the portion of the Premises affected (as set forth above), Tenant shall surrender possession of the Premises or portion thereof on the date set forth in Landlord's notice, and thereafter neither Landlord nor Tenant shall have any further liability with respect thereto. If this Lease shall be terminated as to a portion of the Premises only, Base Rent and Tenant's parking allocation (if any) shall be readjusted proportionately according to the ratio that the number of square feet and the portion of the space surrendered compare to the floor area of Tenant's Premises during the Term of the proposed sublet. Landlord acknowledges and agrees that Landlord's termination rights in Section 18.2 shall not apply to a Permitted Transfer.

18.3 Additional Conditions. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld, conditioned or delayed if: (a) in Landlord's good faith opinion the proposed Transferee's financial condition is not adequate for the obligations such Transferee is assuming in connection with the proposed Transfer; (b) in Landlord's good faith opinion the proposed Transferee's business or reputation is not suitable for the Property considering the business and reputation of the other tenants and the Property's profile, or the proposed Transfer would result in a violation of another tenant's rights under its lease at the Property; (c) the proposed Transferee is a governmental or quasi-governmental entity, agency, department or instrumentality; (d) the proposed Transferee is an occupant of the Property; (e) there is then occurring an Event of Default (or there is then occurring an event which with passage of time or the giving of notice, or both, would constitute an Event of Default) under this Lease; (f) any portion of the Property (including the Premises) would likely become subject to additional or different legal requirements as a consequence of the proposed Transfer; (g) Landlord or its agent have discussed with the proposed Transferee or its agent its need for space at the Property within six (6) months prior to Tenant's delivery of written notice of the proposed Transfer to Landlord, and Landlord has similar space then available for rent at the Property; (h) intentionally omitted; (i) the proposed Transfer is not approved of by any mortgagee; (j) the proposed Transferee refuses to sign a commercially reasonable subordination and attornment agreement in favor of any Superior Lessor (as hereinafter defined) or Superior Mortgagee (as hereinafter defined); (k) any guarantor (if any) of this Lease refuses to approve the proposed Transfer or to execute a written agreement reaffirming the guaranty; (l) in Landlord's good faith opinion the proposed Transferee's business will impose a burden on the Common Areas or other facilities serving the Building or the Property that is greater than the burden imposed by Tenant; (m) Landlord has sued or been sued by the proposed Transferee or has otherwise been involved in a legal dispute with the proposed Transferee; or (n) the proposed Transfer will result in there being more than one (1) subtenant in the Premises.

18.4 No Release. Landlord's consent to a Transfer shall not release Tenant of Tenant's obligations under this Lease and this Lease and all of the obligations of Tenant under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety). From and after the date of any Transfer, the Lease obligations of the Transferee and of the original Tenant named in this Lease shall be joint and several. No acceptance of Base Rent by Landlord from or recognition in any way of the occupancy of the Premises by a Transferee shall be deemed a consent to such Transfer, or a release of Tenant from direct and primary liability for the further performance of Tenant's covenants hereunder. Landlord's consent to a particular Transfer shall not relieve Tenant from the requirement of obtaining Landlord's consent to any further Transfer. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by any of Tenant's permitted Transferees, shall constitute a violation thereof by Tenant. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor.

18.5 Transfer Profit. Tenant shall pay to Landlord, as Additional Rent, one-half of the amount (the "Transfer Profit") equal to any rent and other economic consideration received by Tenant as a result of any Transfer which exceeds, in the aggregate: (a) the total of the remaining Base Rent which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased) plus (b) any reasonable tenant fit-up costs, brokerage commissions, marketing expenses, tenant allowances, economic concessions and attorneys' fees actually paid by Tenant in connection with such Transfer amortized on a straight-line basis over the term of the Transfer (specifically excluding moving or relocation costs paid to the Transferee). Tenant shall pay such Transfer Profit to Landlord on a monthly basis within ten (10) days after receipt thereof, without affecting or reducing any other obligations of Tenant hereunder. Each such payment shall be sent with a detailed statement reasonably acceptable to Landlord. Landlord acknowledges and agrees that the provisions of this Section 18.5 shall not apply to a Permitted Transfer.

18.6 Effect on Personal Rights of Tenant. Except in the event of a Permitted Transfer, any rights and options of Tenant shall be extinguished (except as otherwise agreed to by Landlord) and shall not be transferred to the assignee, transferee or subtenant, all such rights being personal to Tenant named herein.

18.7 Permitted Transfers.

(A) Notwithstanding anything to the contrary contained in Section 18, (a) a Transfer (by one or more Transfers) of a controlling portion of or interest in the stock, partnership interests, membership interests or other equity interests of Tenant shall not require the consent of Landlord, and (b) Tenant may assign its interest in this Lease or sublet all or any part of the Premises (1) to any entity controlling, controlled by, or under common control with Tenant, or (2) to any successor to Tenant by purchase, merger, consolidation or similar business reorganization (each a "Permitted Transfer") without the consent of Landlord; provided, however, that (i) there is not then occurring an Event of Default (or there is not then occurring an event which with passage of time or the giving of notice, or both, would constitute an Event of Default) under this Lease; (ii) if the proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if the proposed transferee is a successor to Tenant by merger, consolidation or similar business reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant's business; (iii) such proposed transferee shall have a Net Worth (as hereinafter defined) which is sufficient, in Landlord's commercially reasonable opinion, to enable the proposed transferee to satisfy the obligations of Tenant under this Lease, as evidenced to Landlord's reasonable satisfaction; (iv) Tenant shall not be released from any obligation under this Lease or any liability hereunder; and (v) Tenant shall give Landlord written notice as soon as reasonably practicable and in no event more than ten (10) days after the effective date of the Permitted Transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this provision have been satisfied. As used herein, "Net Worth" shall be the tangible net worth of Tenant (excluding any guarantors) established under generally accepted accounting principles consistently applied. Notwithstanding the foregoing, if equity interests in Tenant at any time are or become traded on a public stock exchange, the transfer of equity interests in Tenant on a public stock exchange shall not be deemed an assignment for the purposes of Section 18. If requested by Landlord, the transferee shall sign Landlord's commercially reasonable form of assumption agreement. Tenant acknowledges and agrees that Section 18.4 (No Release) and Section 41 (OFAC List) shall also apply in connection with a Permitted Transfer.

(B) In addition to the foregoing, it shall be a condition of the validity of any such Transfer (or Permitted Transfer) that the proposed transferee agrees directly with Landlord, in form satisfactory to Landlord, to be bound by all the obligations of Tenant hereunder, including, without limitation, the obligation to pay Rent and other amounts provided for under this Lease, the covenant regarding use and the covenant against further assignment and subletting.

18.8 Applicable Terms and Conditions. The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply the same towards Tenant's obligations under this Lease; provided, however, that until an Event of Default by Tenant shall occur hereunder which is not cured within the applicable cure period (if any), Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of this or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a default hereunder exists under this Lease, to pay to Landlord the rents and other charges due and to become

due under the sublease. The subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against said subtenant, or, until the breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

(b) In the event of a default by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to atton to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rent or security deposit paid by such subtenant to Tenant or for any other prior defaults or breaches of Tenant as sublandlord under such sublease, unless and then to the extent any such prepaid rent and security deposit have been delivered to Landlord.

SECTION 19. SIGNS, WINDOW TREATMENTS, AND ADVERTISING.

Except as hereinafter provided, Tenant may not place on the interior or exterior of the Premises (including on both interior and exterior surfaces or doors and interior surfaces of windows) or on any part of the Building outside of the Premises, any signs, symbol, advertisement, or the like, visible to public view from outside of the Premises. Any signs or letters in the public corridors or on the doors must be in accordance with a plan or sketch of the sign submitted to Landlord for written approval before installation, which installation shall be at the sole expense of Tenant. All signage must be in accordance with all applicable laws, regulations, ordinances, and codes. No signs may be installed in or on any window. Tenant may install its own window treatments, only if the same shall not in any way interfere with the Building standard blinds or be visible from the exterior of the Building.

Landlord shall provide and maintain at Landlord's cost (a) in the main lobby of the Building, an alphabetical directory board or other directory device listing all tenants in the Building, including Tenant, and/or (b) in the elevator lobby of the floor on which the Premises are located, an alphabetical directory board or other directory device listing all tenants on the floor, including Tenant. Tenant shall have the option to install its own signage at the entrance of the Premises, subject to Landlord's prior written consent not to be unreasonably withheld, conditioned or delayed.

SECTION 20. INFLAMMABLES ODORS.

Tenant shall not bring, permit to be brought, keep, or permit to be kept in or on the Premises or elsewhere in the Building or on the Property, any inflammable, combustible, or explosive fluids, materials, chemicals, or substances (other than small quantities of industrial solvents used in the normal course of cleaning and maintenance), or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to emanate from or permeate the Premises.

SECTION 21. INSURANCE.

21.1. Intentionally Omitted.

21.2 Tenant's Insurance. Tenant shall, at all times during the Term of this Lease (or such earlier or later period as Tenant is in possession of the Premises or any portion thereof), procure and maintain at its sole cost and expense:

(A) Property. Property insurance in an amount equal to the full replacement cost of Tenant's Work, Alterations and Tenant's Property located in the Premises, which shall provide protection against loss by fire and other casualties and risks, on the special causes of loss form, including earthquake and flood.

(B) Commercial General Liability. Commercial general liability insurance (including contractual and personal injury liability insurance) in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate (or such commercially reasonable higher limits as required by landlords of other comparable commercial office properties located in the greater Boston area where the Building is located).

(C) Automobile Liability. Automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than \$1,000,000.00 per occurrence.

(D) Workers' Compensation and Employers' Liability. The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements.

(E) Excess/Umbrella Liability. Umbrella liability coverage in an amount not less than \$3,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Umbrella liability coverage is to be in excess of the commercial general liability, automobile liability, and employers' liability requirements outlined in Sections 21.2(8), (C) and (D) above.

(F) The liability coverage in the insurance policies required in Sections 21.2(B), (C) and (E) above shall name Landlord, together with Landlord's Insured Parties, as additional insureds on a primary non-contributing basis. All insurance policies required in Sections 21.2(A) – (E) above shall be issued by companies authorized to do business in Massachusetts with an A.M. Best's financial rating of at least A- and a size class rating of at least VIII (8) or otherwise acceptable to Landlord. At or prior to the Commencement Date, Tenant shall deposit with Landlord countersigned certificates of insurance, accompanied by a letter from the placing insurance broker evidencing Tenant's certificates of insurance reflect the coverage placed by the broker for Tenant. In the event Tenant's insurer cancels or refuses to renew the policy, or changes in any material and adverse way the nature or extent of the coverage provided by such policy, Tenant shall notify Landlord of such fact in writing promptly thereafter. Tenant's failure to comply with its insurance obligations under this Lease shall constitute an Event of Default under this Lease.

21.3 Insurance During Construction. In addition, during the performance of any construction by Tenant on the Premises, in addition to the above coverage required to be maintained by Tenant, Tenant shall cause any contractors and sub-contractors performing work to carry: (A) commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate (or such commercially reasonable higher limits as required by landlords of other comparable commercial office properties located in the greater Boston area where the Building is located); (B) the statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements; (C) umbrella liability coverage in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate (to be in excess of the commercial general liability and employers' liability requirements outlined in Sections 21.3(A) and (B) above); and (D) property insurance to include the betterments and improvements on the special causes of loss form, including earthquake and flood, to protect Landlord's and Tenant's interests during the course of construction with a limit of not less than the total replacement cost of the completed improvements under construction. The liability coverage in the insurance policies required in Sections 21.3(A) and (C) above shall name Landlord, together with Landlord's Insured Parties, as additional insureds on a primary non-contributing basis.

21.4 Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming by, through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in full force and effect only to the extent permitted by law and only to the extent that the cost of repairing such damage is covered by insurance or would have been covered by insurance proceeds payable under any policy (including the deductible and/or uninsured portion thereof) required to be maintained under this Lease, but not so maintained. Each policy of such insurance shall contain a waiver of subrogation by the insurer against Landlord or Tenant, as the case may be.

SECTION 22. HAZARDOUS MATTER.

22.1 Tenant and Tenant's Agents shall not generate, use or store any Hazardous Matter (as hereinafter defined) in or on the Property (including the Premises) or introduce any Hazardous Matter in any manner into the Property (including the Premises). Tenant and Tenant's Agents shall not dump, flush, release or dispose of any Hazardous Matter in, on or from the Property (including the Premises) whether by sewer, septic system, ground, air or otherwise.

22.2 Tenant shall promptly notify Landlord in writing of any incident in or on the Property (including the Premises) involving the presence of Hazardous Matter or violation (or possible violation) of Environmental Requirements (as hereinafter defined) by Tenant. Tenant shall promptly deliver to Landlord copies of any notices, orders or other communications received from any government agency or official concerning the presence of Hazardous Matter or violation (or alleged violation) of Environmental Requirements.

22.3 To the maximum extent enforceable by law, Tenant covenants and agrees to exonerate, indemnify, defend (with counsel reasonably acceptable to Landlord), protect and save Landlord, together with (A) Landlord's Agents and (8) Landlord's Insured Parties, from and against any and all Environmental Damages (as hereinafter defined) which may be asserted by any person or entity, or government agency, or which the indemnified parties may sustain or be put to on account of: (1) the introduction or release of any Hazardous Matter in, on or from the Property (including the Premises) caused by the act or omission of Tenant or Tenant's Agents; (2) the act or omission of Tenant or Tenant's Agents in violation of Environmental Requirements; and (3) the breach of any of Tenant's obligations under Section 22. Landlord covenants and agrees to exonerate, indemnify, defend, protect and save Tenant from and against any and all Environmental Damages which may be asserted by any person or entity, or government agency, or which the indemnified parties may sustain or be put to on account of the violation of Environmental Requirements to the extent caused by Landlord or Landlord's Agents.

22.4 The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord under this Lease or otherwise at law or in equity, and in the case of conflict between Section 22 and any other provision of this Lease, the provision imposing the most stringent requirement on Tenant shall control. The provisions of Section 22 shall survive the expiration or earlier termination of this Lease.

22.5 The following terms as used herein shall have the meanings set forth below:

(A) "Hazardous Matter" shall mean any substance: (1) which is or becomes defined as "hazardous waste," "hazardous material," "hazardous substance," "toxic substance," "oil," "infectious medical waste," "hazardous medical waste" or similar in any federal, state, or local law, ordinance, regulation, code, order, or otherwise; or (2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous to health or the environment and which is or becomes regulated and the presence of which requires investigation or remediation pursuant to all applicable law.

(8) "Environmental Requirements" shall mean all applicable law, the provisions of any and all approvals, and the terms, covenants and conditions of this Lease insofar as the same relate to the release, maintenance, use, keeping in place, transportation, disposal or generation of Hazardous Matter, including, without limitation, those pertaining to reporting, licensing, permitting, health and safety of persons, investigation, containment, remediation, and disposal.

(C) "Environmental Damages" shall mean all liabilities, injuries, losses, claims, damages (whether punitive, special, consequential or otherwise), settlements, attorneys' and consultants' fees, fines and penalties, interest and expenses, and costs of environmental site investigations, reports and cleanup, including, without limitation, costs incurred in connection with any investigation or assessment of site conditions or of health of persons using the Building or the Property; risk assessment and monitoring; any cleanup, remedial, removal or restoration work required by any governmental agency or recommended by Landlord's environmental consultant; any decrease in value of the Property; any damage caused by loss or restriction of rentable or usable space in the Property; or any damage caused by adverse impact on marketing or financing of the Property.

SECTION 23. TENANT ESTOPPEL CERTIFICATES.

23.1 Upon request, and within ten (10) Business Days after written notice given by or on behalf of Landlord, Tenant shall furnish Landlord with a tenant estoppel certificate signed by Tenant certifying to the best of Tenant's knowledge as to such matters relating to the then current status of this Lease as may be reasonably requested by Landlord (or any Superior Lessor (as hereinafter defined), Superior Mortgagee (as hereinafter defined), prospective lessor, prospective mortgagee, prospective purchaser or other party), including, without limitation:

(A) The Commencement Date and Expiration Date of this Lease;

(B) That this Lease is unmodified and in full force and effect or, if there has been a modification, that the same is in full force and effect, as modified, and stating such modification;

(C) Whether or not there are any existing setoffs or defenses against the enforcement of any of the terms, covenants and conditions of this Lease and whether there are any obligations of Landlord or Tenant to be performed or complied with and, if so, specifying the same;

(D) The date to which Base Rent, Additional Rent and all other charges have been paid;

(E) The amount of any security deposit or letter of credit hereunder; and

(F) Any other matters reasonably requested.

23.2 Any statement furnished pursuant to this Section may be relied upon by Landlord (or any Superior Lessor, Superior Mortgagee, prospective lessor, prospective mortgagee, prospective purchaser or other party). In addition to any other right or remedy Landlord may have, if Tenant fails to execute any tenant estoppel certificate within the time-frame required by this Section, such failure shall be deemed an Event of Default hereunder, and Tenant shall irrevocably constitute Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is coupled with an interest in Landlord and is accordingly irrevocable.

SECTION 24. SUBORDINATION.

24.1 At the option of Landlord, this Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases, now or hereafter affecting the Building or the Property, and each of the terms, covenants and conditions thereto (the "Superior Leases"), and to all mortgages and deeds of trust, now or hereafter affecting the Building or the Property or the Superior Leases, and each of the terms, covenants and conditions thereto (the "Superior Mortgages"), whether or not such Superior Mortgages shall also cover other land, buildings or leases, to each and every advance made or hereafter to be made under such Superior Mortgages, and to all renewals, modifications, replacements and extensions of such Superior Leases and Superior Mortgages. This Section shall be self-operative and no further instrument of subordination shall be required.

24.2 Upon request, and within ten (10) Business Days after written notice given by or on behalf of Landlord, Tenant shall execute, acknowledge and deliver to Landlord any commercially reasonable instrument of subordination that Landlord (or any Superior Lessor, Superior Mortgagee, prospective lessor, prospective mortgagee, prospective purchaser or other party) may reasonably request. In addition to any other right or remedy Landlord may have, if Tenant fails to execute any instrument of subordination within the time-frame required by this Section, such failure shall be deemed an Event of Default hereunder, and Tenant shall irrevocably constitute Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is coupled with an interest in Landlord and is accordingly irrevocable. As used herein, "Superior Lessor" shall mean the lessor of a Superior Lease or its successor in interest. As used herein, "Superior Mortgagee" shall mean the holder of a Superior Mortgage or its successor in interest.

24.3 If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed (such party so succeeding to Landlord's rights herein called the "Successor Landlord"), then Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease (without the need for further agreement) and shall promptly execute and deliver any reasonable instrument that such Successor Landlord may reasonably request to evidence such attornment. If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, then this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, covenants and conditions as are set forth in this Lease, except that the Successor Landlord shall not (A) be liable for any previous act or omission of Landlord under this Lease, except to the extent such act or omission shall constitute a continuing Landlord default hereunder; (B) be subject to any offset, not expressly provided for in this Lease; (C) be bound by any Base Rent or Additional Rent which Tenant might have paid for more than the then current rental period; or (D) be bound by any security deposit or letter of credit hereunder not actually received by the Successor Landlord (or predecessor in interest).

SECTION 25. DEFAULT.

25.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default (each an "Event of Default") hereunder:

25.1.1 Nonpayment of Base Rent or Additional Rent. Failure by Tenant to pay any installment of Base Rent, Additional Rent or any other amount, deposit, reimbursement or sum due and payable hereunder, upon the date when said payment is due; provided, however, that on the first (1st) occasion only during any Lease Year with respect to Base Rent, Landlord shall furnish Tenant with written notice of such failure and permit Tenant a five (5)-day period to cure such failure.

25.1.2 Intentionally Omitted.

25.1.3 Other Obligations. Failure by Tenant to perform or observe any other covenant, condition or agreement of this Lease and such failure continues, after written notice given by or on behalf of Landlord to Tenant, for more than thirty (30) days (or such longer period as may be necessary to cure such default, provided that Tenant commences such cure within the thirty (30) day period and thereafter diligently pursues the same to completion); provided, however, that if the applicable covenant, condition or agreement of this Lease provides for a shorter time period for performance, the shorter time period for performance shall apply.

25.1.4 Assignment; Receivership; Attachment. (a) The making by Tenant of any arrangement or assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iii) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

25.1.5 Bankruptcy. The admission by Tenant or Tenant's guarantor (if any) in writing of its inability to pay its debts as they become due, the filing by Tenant or Tenant's guarantor (if any) of a petition in bankruptcy seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant or Tenant's guarantor (if any) of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant or Tenant's guarantor (if any) in any such proceeding or, if within forty-five (45) days after the commencement of any proceeding against Tenant or Tenant's guarantor (if any) seeking any involuntary reorganization, or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation by any of Tenant's creditors or such guarantor's creditors, such proceeding shall not have been dismissed.

25.1.6 Abandonment. Abandonment of the Premises by Tenant for a continuous period in excess of ninety (90) days without payment of Rent.

25.1.7 Intentionally Omitted.

25.2 Remedies. If an Event of Default occurs, Landlord shall have the following rights and remedies, in addition to any and all other rights and remedies available to Landlord in law or equity:

25.2.1 Notice to Quit. Landlord shall have the right to deliver written notice to Tenant to quit possession and occupancy of the Premises and to declare the Lease terminated. Upon Landlord's termination of this Lease, Tenant shall quit and peaceably surrender the Premises, and all portions thereof, to Landlord, and Landlord shall have the right to receive all rental and other income of and from the same.

25.2.2 Right of Re-Entry. Landlord shall have the right, with or without terminating this Lease, to re-enter the Premises and take possession thereof by summary proceeding, eviction, ejectment or otherwise and may dispossess all persons and property from the Premises. Tenant's property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 25.2.2 shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Tenant thereby waives all statutory rights, including without limitation the right to a notice to quit, notice before exercise of any prejudgment remedy, and any rights of redemption, all to the extent such rights may be lawfully waived.

25.2.3 Recovery of Base Rent and Damages. Landlord shall have the right to recover from Tenant all loss of Base Rent and other payments that Landlord may incur by reason of termination of the Lease, including, without limitation: (a) all Base Rent, Additional Rent and other sums due and payable by Tenant as of the date of termination; (b) all Base Rent and Additional Rent that would otherwise be payable for the remainder of the Term in accordance with the terms of this Lease; (c) all of Landlord's then unamortized costs of special inducements provided to Tenant (including without limitation rent concessions, tenant construction allowances, rent waivers, above building standard Landlord's Work, and the like); (d) the costs of collecting amounts due from Tenant under the Lease and the costs of recovering possession of the Premises (including attorneys' fees and litigation costs); (e) the costs of curing Tenant's defaults existing at or prior to the date of termination; (f) all Reletting Expenses (as hereinafter defined); and (g) all Landlord's other reasonable expenditures arising from the termination. Tenant shall reimburse Landlord for all such items, and the same shall be due and payable immediately from time to time upon notice from Landlord that an expense has been incurred, without regard to whether the expense was incurred before or after the termination.

25.2.4 Acceleration of Future Rentals. Following termination of this Lease, Landlord, at its election, may demand to be indemnified for its loss of Base Rent (with respect to the period following such termination) by a lump sum payment representing the then present value of the amount of Base Rent that would have been paid in accordance with this Lease for the remainder of the Term minus the then present value of the aggregate fair market rent and additional charges payable for the Premises for the remainder of the Term (if less than the Base Rent payable hereunder) estimated as of the date of termination, and taking into account Landlord's reasonable projections of vacancy and time required to re-lease the Premises. Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, such amount as final damages for Tenant's default with respect to the rents payable for the remainder of the Term as described above. In the computation of present value, a discount at the then market discount rate as reasonably determined by Landlord shall be employed.

25.2.5 Base Rent Due After Re-Entry by Landlord. If Landlord re-enters or otherwise takes possession of the Premises without terminating this Lease (but terminating only Tenant's right of possession in the Premises), then the Lease and Tenant's liabilities and obligations thereunder shall survive such action. In the event of any such termination of Tenant's right of possession, whether or not the Premises, or any portion thereof, shall have been relet, Tenant shall pay Landlord a sum equal to the Base Rent and any other charges required to be paid by Tenant up to the time of such termination of such right of possession and thereafter Tenant, until the end of the Term, shall be liable to Landlord for and shall pay to Landlord: (a) the equivalent of the amount of the Base Rent payable under this Lease, less (b) the net proceeds of any reletting

effected pursuant to the provisions hereof after deducting all of Landlord's Reletting Expenses. Tenant shall pay such amounts in accordance with the terms of this Section 25.2.5 as set forth in a written statement thereof from Landlord to Tenant (the "Deficiency") to Landlord in monthly installments on the days on which the Base Rent is payable under this Lease, and Landlord shall be entitled to recover from Tenant each monthly installment of the Deficiency as the same shall arise. Tenant shall also pay to Landlord upon demand the costs incurred by Landlord in curing Tenant's default(s) existing at or prior to the date of such termination, the cost of recovering possession of the Premises and the Reletting Expenses. Tenant agrees that Landlord may file suit to recover any sums that become due under the terms of this Section from time to time, and all reasonable costs and expenses of Landlord, including attorneys' fees and costs incurred in connection with such suits shall be payable by Tenant on demand.

25.2.6 Certain Terms Defined. "Reletting Alterations" shall mean all repairs, changes, improvements, alterations or additions made by Landlord in or to the Premises to the extent deemed reasonably necessary by Landlord to prepare the Premises for the re-leasing following an Event of Default; and "Reletting Expenses" shall mean the reasonable expenses paid or incurred by Landlord in connection with any re-leasing of the Premises following an Event of Default, including, without limitation, marketing expenses, brokerage commissions, attorneys' fees, the costs of Reletting Alterations, tenant allowances and other economic concessions provided to the new tenant.

25.3 Landlord's Right to Cure Defaults. If Tenant shall default in the observance or performance of any condition or covenant on Tenant's part to be observed or performed under or by virtue of any of the provisions of this Lease, and such default continues beyond any applicable notice and cure period or Landlord reasonably determines that an emergency exists, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred and costs, shall be paid upon demand to Landlord by Tenant as Additional Rent pursuant to Section 6 hereof and if not so paid with interest from the date due until the date paid at the lesser of eighteen percent (18%) per annum or the maximum legal rate that Landlord may charge Tenant (the "Default Rate").

25.4 Disposition of Tenant's Property. In addition to Landlord's rights under Section 25.3 hereof, Landlord shall have the right to handle, remove, discard or store in a commercial warehouse or otherwise, at Tenant's sole risk and expense, any of Tenant's Property that is not removed by Tenant at the end of the Term or other termination of this Lease. Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control.

25.5 Mitigation of Damages; Reletting of Premises.

Landlord shall have no obligation to mitigate any damages resulting from an Event of Default by Tenant under this Lease other than to list the Premises as available for rent and to use commercially reasonable efforts to rent the Premises; provided, however, that (A) Landlord shall not be obligated to solicit or entertain negotiations with a replacement tenant for the Premises unless and until Landlord obtains full and complete possession of the Premises, including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant; (B) Landlord shall not be obligated to lease or show the Premises, on a priority basis, or offer the Premises to a prospective tenant when other premises at the Property suitable for the replacement tenant's use are (or soon will be) available; (C) Landlord shall not be obligated to lease the Premises to a replacement tenant at a rate that is less than the rate that Landlord is advertising space at the Property (on a per rentable square foot basis); (D) Landlord shall not be obligated to enter into a lease with a replacement tenant under terms, covenants and conditions that are unacceptable to Landlord, including, without limitation, a replacement tenant whose use would: (1) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Property, (2) adversely affect, in Landlord's good faith opinion, the reputation of the Property, or (3) be incompatible, in Landlord's good faith opinion, with the operation of the Property; and (E) Landlord shall not be obligated to enter into a lease with a replacement tenant who does not have, in Landlord's good faith opinion, sufficient financial resources to operate the Premises in a first class manner and to fulfill all of the obligations in connection with the lease thereof as and when the same become due.

In attempting to relet the Premises, Landlord may perform Reletting Alterations, and Tenant upon demand shall pay the reasonable cost of the foregoing as part of the Reletting Expenses. The rents from any reletting shall be applied first to the payment of the Reletting Expenses, and second to the payment of Rent herein provided to be paid by Tenant Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder.

25.6 No Accord and Satisfaction. Landlord may collect and receive any rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies that Landlord has against Tenant in equity, at law, or by virtue of this Lease. No receipt or acceptance by Landlord from Tenant of less than the rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated rent; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of rent to Landlord shall be deemed an accord and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to (a) recover the remaining balance of such unpaid rent, or (b) pursue any other remedy provided in this Lease.

25.7 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the loss or damage that Landlord has suffered. Without limiting any of the provisions of Section 25, if pursuant to the Bankruptcy Code, as the same may be amended, Tenant is permitted to assign this Lease in disregard of the restrictions contained in Section 18, Tenant agrees that adequate assurance of future performance by the assignee permitted under the Bankruptcy Code shall mean the deposit of cash security with Landlord in any amount equal to all Base Rent payable under this Lease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom (a) the brokerage commissions, if any, and other expenses reasonably designated by the assignee as paid for the purchase of Tenant's property in the Premises, shall be and become the sole exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Lease shall have a net worth indicating said assignee's reasonable ability to pay the rent, and abide by the terms of this Lease for the remaining portion thereof applying commercially reasonable standards.

25.8 Waiver of Trial By Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY SUMMARY PROCESS, EVICTION OR OTHER STATUTORY REMEDY WITH RESPECT THERETO. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER.

SECTION 26. SECURITY DEPOSIT.

26.1 Simultaneously with the execution and delivery of this Lease, Tenant shall deliver to Landlord the sum identified in Section 1 of this Lease in the form of a check or wire transfer (the "Security Deposit"). During the Term of this Lease, including any extensions thereof, and for sixty (60) days after the expiration of the Term of this Lease, or for so long thereafter as Tenant is in possession of the Premises (or any portion thereof) or has unsatisfied obligations hereunder to Landlord, the Security

Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Tenant's liability for damages in case of any failure by Tenant to perform any of Tenant's covenants or obligations hereunder. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. Tenant shall have no right to require Landlord to so draw and apply the Security Deposit, nor shall Tenant be entitled to credit the same against Rent or other sums payable hereunder. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to cure or attempt to cure, in whole or in part, any failure by Tenant to perform any of Tenant's covenants or obligations hereunder, without waiving any rights or remedies as a result of such failure. Following any such application of the Security Deposit, Tenant shall pay to Landlord within five (5) days after demand the amount so applied in order to restore the Security Deposit to its original amount, and failure to so restore within such time period shall be an Event of Default hereunder giving rise to all of Landlord's rights and remedies applicable to an Event of Default in the payment of Rent. If Tenant does not have any unsatisfied obligations hereunder at the termination of this Lease (or thereafter if Tenant is in possession of the Premises (or any portion thereof)), the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within sixty (60) days thereafter. If Landlord transfers its interest in the Premises during the Term of this Lease, Landlord shall assign the Security Deposit to the transferee and so long as Landlord actually effectuates such assignment thereafter shall have no further liability for the return of such Security Deposit.

26.2 Notwithstanding anything to the contrary contained herein, provided that Tenant shall not be in an Event of Default beyond any applicable notice and grace period on the Reduction Date (as hereinafter defined), the Security Deposit shall be decreased to \$37,398.84 (the "Reduced Amount") after the twenty-six (26) month anniversary of the Commencement Date (the "Reduction Date"). Landlord shall promptly following the Reduction Date refund to Tenant the amount necessary to reduce the Security Deposit to the Reduced Amount. Should Tenant be in an Event of Default beyond any applicable notice and grace period on the Reduction Date, the Security Deposit then in effect shall remain in place (without reduction) for the balance of the Term of the Lease.

SECTION 27. NO LIENS.

Tenant agrees to immediately discharge (either by payment or by filing of the necessary bond or otherwise) any mechanic's, materialman's or other lien or encumbrance against the Premises or the Property which arises out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment furnished, or alleged to have been furnished, to or for Tenant. If Tenant shall fail to so discharge such lien or encumbrance then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same (either by payment or by filing of the necessary bond or otherwise), and any payment, costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees, shall be repaid by Tenant to Landlord on demand, together with interest thereon at the Default Rate. Any claim to, or lien upon, the Premises or the Property described herein shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises and the Property.

SECTION 28. FINANCIAL STATEMENTS.

Tenant acknowledges that the capability of Tenant to perform its financial obligations under this Lease is material to Landlord, and that Landlord would not enter into this Lease but for its belief, based on its review of Tenant's financial statements, that Tenant is capable of performing such financial obligations. Tenant hereby represents and warrants to Landlord that any financial statements previously furnished to Landlord were at the time given true and correct in all material respects, and that there have been no material changes thereto as of the date of this Lease (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term of this Lease). In addition, within ten (10) days after written request given by or on behalf of Landlord, Tenant shall furnish Landlord with Tenant's most recent financial statements (audited, if available, or otherwise certified as being true and correct by Tenant) reflecting Tenant's current financial condition and providing detail sufficient for Landlord to verify the accuracy of any Transfer Profit applicable under Section 18.5 of this Lease.

SECTION 29. NOTICES.

All notices or other communications hereunder shall be in writing and shall be deemed to have been given (A) if delivered by hand, by messenger or by an express delivery service (FedEx, UPS, etc.), then if and when delivered (or if delivery is refused, when refused) to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (B) if mailed, then on the third Business Day following the date on which such communication is deposited in the United States mails, by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). Notice by counsel to a party shall be deemed notice from such party.

If to Landlord: NS 141 Tremont LLC
c/o Synergy Investments
100 Franklin Street, Suite 200
Boston, MA 02110
Attention: Senior Director of Leasing

with a copy to: Paul L Baccari, Esquire
Rubin and Rudman LLP
50 Rowes Wharf
Boston, MA02110

If to Tenant: And before the Commencement Date, then to:

295 Devonshire Street
4th Floor
Boston, MA 02110

And on or after the Commencement Date, then to:

The Premises

SECTION 30. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations, if any as Landlord hereafter at any time or from time to time may make and may communicate in writing to Tenant ("Rules and Regulations"). If the provisions of this Lease conflict with any such Rules and Regulations then the provisions of this Lease shall control. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants, or conditions in any other lease as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, or any other tenant's servants, employees, agents, visitors, invitees, or licensees. Landlord shall not enforce the Rules and Regulations arbitrarily.

SECTION 31. QUIET ENJOYMENT.

Tenant, on paying the Base Rent and Additional Rent and performing the covenants of this Lease on its part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Premises in accordance with this Lease for the Term and any extension thereof free from disturbance by Landlord or anyone claiming by, through, or under Landlord.

SECTION 32. LANDLORD'S DEFAULT.

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord fails to perform or observe any obligation of this Lease and such failure continues, after written notice given by or on behalf of Tenant to Landlord, for more than thirty (30) days (or such longer period as may be necessary to cure such default, provided that Landlord commences such cure within the thirty (30) day period and thereafter diligently pursues the same to completion).

SECTION 33. LIMITATION OF LIABILITY.

The liability of Landlord and Landlord's Agents to Tenant (or any person or entity claiming by, through or under Tenant) under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Property shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from Landlord's interest in the Building. Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment against Landlord or Landlord's Agents. Neither Landlord, Landlord's Agents nor Tenant shall be personally liable for any judgment, award or deficiency after execution thereon and Landlord and Tenant hereby waive and release such personal liability on behalf of itself and all persons claiming by, through or under Landlord or Tenant as applicable. The limitations of liability contained in this Section 33 shall apply equally and inure to the benefit of the Landlord and Landlord's Agents, present and future advisors, beneficiaries, participants, representatives and their respective constituent partners, members, shareholders, trustees, heirs, successors and assigns. Under no circumstances shall any present or future general or limited partner of Landlord (if Landlord is a partnership), member of Landlord (if Landlord is a limited liability company) or trustee or beneficiary (if Landlord or any partner or member of Landlord is a trust) have any liability for the performance of Landlord's obligations under this Lease, nor shall negative capital account of any constituent partner or member in Landlord (or in a constituent member or partner of Landlord) nor any obligation of any constituent member or partner of Landlord (or in any other constituent member or partner of Landlord) to restore a negative capital account or to contribute or loan capital to Landlord (or to any constituent member or partner of Landlord), at any time be deemed to be the property or an asset of Landlord or such other constituent member or partner (and neither Tenant nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account of such a member's or partner's obligation to restore or contribute). Notwithstanding any contrary provision herein, neither Landlord nor Landlord's Agents shall be liable for any injury or damage to, or interference with, Tenant's business, including loss of profits, rents or other revenues, loss of business opportunity, loss of goodwill, loss of use, and, except as set forth in Section 22 and Section 39.3, neither Landlord nor Tenant shall be liable for any form of punitive, special or consequential damages, in each case however occurring. The foregoing shall be in addition to, and not in limitation of, any further limitation of liability that might otherwise apply. Notwithstanding the foregoing, none of the provisions of this Section 33 shall be deemed to release any insurance carrier that insures Landlord's liability to Tenant or to third parties from any obligation to make any payment to Tenant pursuant to any such insurance policy, it being agreed that any release of Landlord for any obligation to Tenant is not intended to and does not release Landlord's insurance carrier from the obligation of paying such loss on Landlord's behalf. The provisions of this Section 33 shall survive the expiration or earlier termination of this Lease.

SECTION 34. INDEPENDENT COVENANTS.

Each covenant and agreement in this Lease shall for all purposes be construed to be a separate and independent covenant or agreement, and Tenant hereby waives the benefit of any statute or case law to the contrary. Tenant acknowledges and agrees that its covenant to pay Base Rent and Additional Rent hereunder is independent of Landlord's obligations hereunder, and that in the event that Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct the amount allegedly owed to Tenant from any Base Rent or Additional Rent due hereunder or to terminate this Lease, it being understood that Tenant's sole remedy for recovering upon such claim shall be to bring an independent legal action against Landlord.

SECTION 35. SEVERABILITY.

If any provision in this Lease or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this Lease, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby; and such provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 36. WAIVER OF COUNTERCLAIMS.

If Landlord commences any summary proceeding for possession of the Premises based on an Event of Default by Tenant hereunder, Tenant hereby waives the right to interpose any non-compulsory counterclaim of whatever nature or description in any such proceeding; provided, however, that Tenant shall have the right to bring a separate action against Landlord to the extent otherwise allowed under this Lease as long as Tenant does not attempt to have such action joined or otherwise consolidated with Landlord's summary proceeding.

SECTION 37. COSTS AND EXPENSES.

In the event of any litigation between Landlord and Tenant to enforce or interpret any provision of this Lease or to enforce any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses incurred in connection therewith, including reasonable attorneys' fees, through all appeals and in any bankruptcy proceedings.

SECTION 38. INTENTIONALLY OMITTED.

SECTION 39. SURRENDER OF PREMISES; HOLDING OVER.

39.1 Upon the expiration or earlier termination of this Lease, Tenant shall promptly surrender possession of the Premises to Landlord in good order and condition and in conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear, casualty and condemnation. Tenant shall surrender to Landlord all keys, key cards, security and access codes to the Premises and make known to Landlord the combination of all combination locks which Tenant is required to leave on the Premises. For purposes of this Lease, the phrase "reasonable wear and tear" constitutes that normal, gradual deterioration which occurs due to aging and ordinary use of the Premises despite reasonable and timely maintenance and repair, but in no event shall the aforementioned phrase excuse Tenant from its duty to keep the Premises in good order and condition and otherwise usable, serviceable and tenantable as required by this Lease.

39.2 Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove (A) all Alterations that Tenant is required to remove pursuant to Section 12 of this Lease and (B) all of Tenant's Property. Tenant shall not remove Landlord's Work (if any). Tenant shall, at its sole cost and expense, repair any damage caused by the removal of Tenant's Alterations and Tenant's Property, and perform such other work as is reasonably necessary to restore the Premises to "move in" condition, excepting only reasonable wear and tear, casualty and condemnation. If Tenant fails to remove any of the foregoing items or to perform any required repairs and restoration, such failure shall be deemed a holding over by Tenant under Section 39 hereof, and Landlord may (without liability to Tenant for loss thereof), at Tenant's sole cost and expense and in addition to Landlord's other rights and remedies under this Lease, at law or in equity: (1) remove and store such items; and/or (2) upon thirty (30) days prior written notice to Tenant, sell such items at private or public sale for such price as Landlord at its discretion may obtain. Landlord shall apply the proceeds of any such sale to any amounts due to Landlord under this Lease from Tenant (including Landlord's reasonable attorneys' fees and other costs incurred in the removal, storage and/or sale of such items and performance of any required repairs and restoration), with any remainder to be paid to Tenant.

39.3 If, after the expiration or earlier termination of this Lease, Tenant fails to surrender the Premises (or any portion of the Premises) in accordance with the provisions of this Lease, such occupancy shall be that of a tenancy at sufferance, in which event Tenant shall pay Landlord (A) as liquidated damages for such holding over alone, an amount, calculated on a per diem basis for each day of such unlawful retention, equal to the greater of (1) 150% of the then current Annual Base Rent, or (2) 150% of the fair market rental for the Premises, for the time Tenant thus remains in possession, plus, in each case, all Additional Rent and other sums payable hereunder, and (B) all other damages, costs and expenses sustained by Landlord by reason of Tenant's holding over. Without limiting any rights and remedies of Landlord resulting by reason of the wrongful holding over by Tenant, or creating any right in Tenant to continue in possession of the Premises, all Tenant's obligations with respect to the use, occupancy and maintenance of the Premises shall continue during such period of unlawful retention. To

the maximum extent enforceable by law, Tenant covenants and agrees to exonerate, indemnify, defend, protect and save Landlord, together with (a) Landlord's Agents and (b) Landlord's Insured Parties, from and against any and all claims, demands, expenses, losses, suits and damages (including reasonable attorneys' fees) as may be occasioned by reason of Tenant's holding over, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom. The provisions of Section 39 shall survive the expiration or earlier termination of this Lease.

SECTION 40. BROKERS.

Except for the Broker(s) listed in Section 1 of this Lease, each party represents and warrants to the other that they have not made any agreement or taken any action which may cause anyone to become entitled to a commission as a result of the transactions contemplated by this Lease, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person by reason of such party's breach of their representation or warranty contained in this Lease. Landlord will pay any commission due to the Broker(s) hereunder pursuant to its separate agreement with the Broker(s) hereunder subject to execution and delivery of this Lease by Landlord and Tenant. The provisions of this Section 40 shall survive the expiration or earlier termination of this Lease.

SECTION 41. OFAC LIST

Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specialty Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity in order to comply with any legal requirement or applicable laws. Tenant acknowledges and agrees that as a condition to the requirement or effectiveness of any consent to any Transfer by Landlord pursuant to Section 18, Tenant shall cause the Transferee, for the benefit of Landlord, to reaffirm, on behalf of such Transferee, the representations of, and to otherwise comply with the obligations set forth in, this Section 41, and it shall be reasonable for Landlord to refuse to approve a Transfer in the absence of such reaffirmation and compliance. Tenant agrees that breach of the representations and warranties set forth in this Section 41 shall at Landlord's election be a default under this Lease for which there shall be no cure. This Section 41 shall survive the termination or earlier expiration of the Lease.

SECTION 42. GOVERNING LAW

This Lease shall be governed by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

SECTION 43. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of actions required under this Lease, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reasons of a like nature not the fault of the party delayed in performing work or doing the acts required (each an event of "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for such party's performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 43 shall in no event operate to excuse Tenant from the prompt payment of Base Rent or Additional Rent or excuse performance due to lack of funds. In any case where work is to be paid for out of insurance proceeds of condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payments, for delays in the collection of such proceeds or awards.

SECTION 44. LEASE NOT TO BE RECORDED.

Tenant agrees not to record this lease, but, if required by applicable law in order to protect Tenant's interest in the Premises, each party hereto agrees, on the request of the other, to execute a so-called notice of lease or memorandum of lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the Rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms, covenants and conditions of this Lease.

SECTION 45. LEASE NOT BINDING UNTIL EXECUTED AND DELIVERED.

This Lease shall not bind Landlord unless and until it has been signed and delivered by Tenant (and Guarantor(s), if any), received and accepted by Landlord, and then countersigned and redelivered by Landlord to Tenant.

SECTION 46. COUNTERPARTS; PDF EXECUTION.

This Lease may be executed in counterparts, and such counterparts together shall constitute but one original of the Lease. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. Provided it is accompanied by the final version of this Lease (including all exhibits, if any), an executed signature page of this Lease delivered by facsimile or as a PDF or a similar attachment to an email shall constitute effective delivery of this Lease by the party so delivering the same for all purposes with the same force and effect as the delivery of an executed original counterpart.

SECTION 47. ENTIRE AGREEMENT' AMENDMENT AND MODIFICATION.

This Lease, including all Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties, including all lease proposals, letters of intent and similar documents. This Lease may be modified only by a written agreement signed by both Landlord and Tenant.

SECTION 48. SUCCESSORS AND ASSIGNS.

The obligations of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that Landlord and each successive owner of the Property shall be liable only for obligations accruing during the period of its ownership or interest in the Property, and from and after the transfer by Landlord or such successive owner of its ownership or other interest in the Property, Tenant shall look solely to the successors in title for the performance of Landlord's obligations hereunder arising thereafter.

SECTION 49. AUTHORITY.

Each party represents and warrants that it is duly formed and in good standing, and has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

SECTION 50. EXTENSION OPTION.

50.1 Extension Option. Provided that Tenant shall not be in an Event of Default either at the time of the Extension Notice (as hereinafter defined) or at the commencement of the Extension Term (as hereinafter defined), beyond any applicable notice and grace period, Tenant shall have one (1) option (the "Extension Option") to extend the Term of this Lease for an additional sixty (60) months (the "Extension Term"). Tenant must exercise the Extension Option by providing written notice of election to Landlord (the "Extension Notice") no more than fifteen (15) months and no less than twelve (12) months prior to the scheduled expiration of the Term of this Lease. The Annual Base Rent in and for the

Extension Term shall be one hundred percent (100%) of the Fair Market Base Rent (as hereinafter defined). All other terms of this Lease shall apply during the Extension Term. If Tenant shall fail to send the Extension Notice within the time period herein provided, the Extension Option shall cease to exist and terminate, and Tenant shall have no further opportunity to exercise the Extension Option.

50.2 Fair Market Base Rent. As used herein, "Fair Market Base Rent" shall mean the Annual Base Rent which Landlord could reasonably expect to obtain from a third party for the Premises if Landlord put the same on the market for lease in "as is" condition for a term corresponding to the term offered hereunder; provided, however, that in no event shall the Fair Market Base Rent be less than the Annual Base Rent in effect during the year immediately preceding the Extension Term.

50.3 Rent Proposal. Fair Market Base Rent shall be determined as follows: Landlord shall, within thirty (30) days after receipt of the Extension Notice propose in writing to Tenant the Fair Market Base Rent to be paid by Tenant during the Extension Term (the "Rent Proposal"). Tenant shall have thirty (30) days from receipt of Landlord's Rent Proposal to either accept or reject Landlord's Rent Proposal. If Tenant objects to Landlord's Rent Proposal, Tenant shall notify Landlord of such objection in writing (the "Objection Notice"). If Tenant shall fail to send the Objection Notice within the thirty (30) day time period herein provided, Tenant shall be deemed to have accepted Landlord's Rent Proposal.

50.4 Arbitration Process. If Tenant delivers the Objection Notice, both Landlord and Tenant shall engage in discussions regarding the Fair Market Base Rent for a period of up to thirty (30) days. If the parties cannot agree, both Landlord and Tenant shall each appoint a qualified independent real estate broker having at least ten (10) years' experience dealing with similar properties in downtown Boston (and upon the failure or refusal of Landlord or Tenant to make such appointment within twenty (20) days after receipt of Tenant's Objection Notice, the broker appointed by the other party shall determine the Fair Market Base Rent). The two brokers so appointed shall, within ten (10) days after the appointment of the second broker, appoint a third qualified independent real estate broker having at least ten (10) years' experience dealing with similar properties in downtown Boston. Landlord and Tenant shall each bear the cost of their respectively appointed brokers. Landlord and Tenant shall equally bear the cost of the third broker. The third broker must not have undertaken work on behalf of either party or any affiliate of either party during the three (3) year period prior to his or her selection. The three brokers shall each make a determination of the Fair Market Base Rent for the Premises; the opinion farthest from the average of all three brokers will be disregarded; and the two remaining opinions will be averaged to obtain the Fair Market Base Rent, which shall be deemed the Annual Base Rent to be paid by Tenant to Landlord during the Extension Term. Such payments shall be made monthly in the same manner provided during the original Term of this Lease.

50.5 Lease Amendment. In the event Tenant successfully exercises its Extension Option as described herein, Tenant and Landlord shall cooperate with each other to execute and deliver an amendment to this Lease which contains all of the terms and conditions necessary to incorporate the Extension Term into this Lease.

50.6 No Transfer. Except in the event of a Permitted Transfer, Tenant may not assign, mortgage, pledge, encumber or otherwise transfer its interest or rights under Section 50, and any such purported transfer or attempted transfer shall be null and void and without effect, shall terminate Tenant's rights under Section 50, and shall constitute an Event of Default under this Lease.

SECTION 51. RIGHT OF FIRST OFFER.

51.1 Right of First Offer. Provided that (a) Tenant shall not be in an Event of Default either at the time of Landlord's Notice of ROFO Premises (as hereinafter defined) or at the time Landlord delivers the ROFO Premises (as hereinafter defined), beyond any applicable notice and grace period, and (b) Tenant has not assigned this Lease or sublet the Premises except pursuant to a Permitted Transfer, Tenant shall have a right of first offer ("ROFO"), subject to any pre-existing rights, to lease any space that becomes available on the ninth (9th) floor or the eleventh (11th) floor of the Building (collectively, the "ROFO Premises").

51.2 Landlord's Notice of ROFO Premises. Before Landlord offers to lease the ROFO Premises to a third party, Landlord shall offer to lease such space to Tenant in writing ("Landlord's Notice of ROFO Premises"), which notice shall (a) identify the portion of the ROFO Premises then offered (the "Offered Premises"), (b) list the date upon which the Offered Premises is anticipated to be available for occupancy, and (c) list Landlord's determination of the Fair Market Base Rent for the Offered Premises. Tenant shall have ten (10) Business Days from receipt of Landlord's Notice of ROFO Premises to accept all of the terms and conditions set forth in Landlord's Notice of ROFO Premises by notifying Landlord, in writing, of its intent to lease the Offered Premises on said terms and conditions, including the Base Rent and Additional Rent set forth therein. Tenant acknowledges and agrees that time shall be of the essence in accepting Landlord's Notice of ROFO Premises, and the arbitration process described in Section 50 shall have no applicability to Section 51.

51.3 Failure to Notify; Economic Terms. If Tenant fails to notify Landlord of its intent to lease the Offered Premises as provided for herein, Tenant's right to lease the Offered Premises shall terminate (it being understood that Tenant's right to lease the Offered Premises is a one-time right for Tenant), and Landlord shall have no further obligation to lease the Offered Premises to Tenant and may lease the Offered Premises (or any portion thereof) to another party upon such terms and conditions as Landlord may deem appropriate, free and clear of any rights in favor of Tenant contained herein. Notwithstanding the foregoing, prior to Landlord entering into a lease of the Offered Premises with a third party on Economic Terms (as hereinafter defined) that are more than ten percent (10%) more favorable to such third party than the most favorable Economic Terms offered by Landlord to Tenant, Landlord shall deliver a second notice to Tenant ("Landlord's Second Notice of ROFO Premises") with respect to such Offered Premises (and Landlord's Second Notice of ROFO Premises shall contain the more favorable Economic Terms). Tenant shall have the same rights with respect to Landlord's Second Notice of ROFO Premises as it had with respect to the initial notice except that Tenant shall have five (5) Business Days from receipt of Landlord's Second Notice of ROFO Premises to accept all of the terms and conditions set forth in Landlord's Second Notice of ROFO Premises. As used in this Section 51.3, "Economic Terms" shall refer to the net, aggregated cost to Tenant or another party, on a present value basis, of the effect of the following terms for the Offered Premises: (a) the rental rate (including Additional Rent and considering any "base year" or "expense stop" applicable thereto); (b) the amount of any improvement allowance or the value of any work to be performed by Landlord in connection with the lease of the Offered Premises (which amount is a deduction from the cost to Tenant or such other party); and (c) the amount of free rent (which amount is a deduction from the cost to Tenant or such other party). Notwithstanding anything to the contrary contained herein, Tenant must elect to exercise its ROFO, if at all, with respect to all of the Offered Premises at any particular time, and Tenant may not elect to lease only a portion thereof.

51.4 Lease Amendment. In the event Tenant successfully exercises its ROFO as described herein, Tenant and Landlord shall cooperate with each other to execute and deliver an amendment to this Lease which contains all of the terms and conditions necessary to incorporate the Offered Premises into this Lease.

51.5 No Transfer. Except in the event of a Permitted Transfer, Tenant may not assign, mortgage, pledge, encumber or otherwise transfer its interest or rights under Section 51, and any such purported transfer or attempted transfer shall be null and void and without effect, shall terminate Tenant's rights under Section 51, and shall constitute an Event of Default under this Lease.

51.6 Obligation to Extend. Notwithstanding anything to the contrary contained herein, if Landlord's Notice of ROFO Premises is given within the last twelve (12) months of the Term, Tenant's exercise of its ROFO shall be subject to Tenant's exercise of its Extension Option so that the Premises and the Offered Premises both expire on the last day of the Extension Term.

SECTION 52. EXHIBITS.

Additional terms to this Lease, if any, are set forth in the Exhibits attached hereto, which are incorporated herein by reference as follows:

Exhibit A	Legal Description
Exhibit B	Plan of Premises

Exhibit C-1	Work Letter
Exhibit C-2	Additional Work Items
Exhibit D	Concept Plan
Exhibit E	Building Finish Specifications
Exhibit F	Form of Commencement Date Certificate

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on date first set forth above.

LANDLORD:

NS 141 TREMONT LLC,
a Massachusetts limited liability company

By: Synergy Financial LLC,
a Massachusetts limited liability company,
Property Manager and Authorized Agent

By: /s/ David Greaney _____
David Greaney, Manager

TENANT:

PEERTRANSFER CORPORATION,
a Delaware corporation

By: /s/ Peter Butterfield _____
Name: Peter Butterfield
Title: General Counsel & Chief Compliance Officer
Hereunto duly authorized

[COUNTERPART SIGNATURE PAGE]

EXHIBIT A

LEGAL DESCRIPTION

The land in Boston, Suffolk County, Massachusetts, on the southeasterly side of Tremont Street and the southwesterly side of Temple Place, known as and numbered 141 Tremont Street, and being further bounded and described as follows:

Beginning at the point of intersection of the southeasterly line of Tremont Street and the southwesterly line of Temple Place; and thence running

Southeasterly by Temple Place, ninety-nine and 88/100 (99.88) feet to a point in the Northwesterly line of a four (4) foot wide passageway; thence turning an interior angle of eighty-nine degrees (89°), fourteen minutes (14') and forty seconds (40"); and running

Southwesterly by said passageway, fifty-six and 44/100 (56.44) feet to a point in the middle of a twelve (12) inch party wall, at land now or formerly of Fannie R. Brewer, et al.; thence turning an interior angle of eighty-nine degrees (89°), forty-three minutes (43') and no seconds (00"); and running

Northwesterly by the land last named, the line in the main running through party walls, one hundred and 21/100 (100.21) feet to the Southeasterly line of Tremont Street; thence turning an interior angle of eighty-nine degrees (89°), fifty six minutes (56') and no seconds (00"); and running

Northeasterly by Tremont Street, fifty-four and 78/100 (54.78) feet to the point and place of beginning, said last described line forming an interior angle of ninety-one degrees (91°), one minute (1') and twenty seconds (20"), with the first described line.

Said parcel is shown on a plan by Harry R. Feldman, Inc., dated July 21, 1971, entitled "Plot Plan, Boston, Mass." recorded with the Suffolk County Registry of Deeds, Book 8461, Page 502.

EXHIBIT B

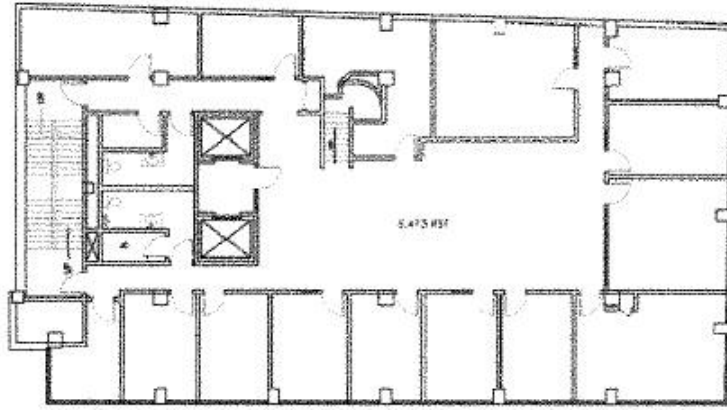
PLAN OF PREMISES

141 Tremont Street
Tenth Floor

flavinarchitects

www.flavinarchitects.com

175 Cambridge St., 4th Floor, Cambridge, MA 02116
Tel: 617.552.6117 Fax: 617.552.6100



Major Vertical Penetration

Tenant Area

Stair Area

Building Common Area

Floor Common Area

EXHIBIT C-1

WORK LETTER

Landlord, at Landlord's sole cost and expense, shall perform the work shown on the Concept Plan, which work shall include the following items to the extent not already shown on the Concept Plan:

1. Paint the Premises in Tenant's choice of Building Standard colors.
2. Supply and install carpet (or alternative flooring option, such as VCT in lunch room or break room, if applicable) throughout the Premises in Tenant's choice of Building Standard colors.
3. Electrical wiring to code.
4. Sprinkler system to code.
5. Relocate HVAC system as needed.
6. Repair and replace ceiling tiles and lighting fixtures as needed.

EXHIBIT C-2

ADDITIONAL WORK ITEMS

ITEM #1 - TENANT FIT PLAN REVISIONS TO INCLUDE:

GLASS WALLS AND FRAMELESS DOORS AS PER REVISED FIT PLAN IN FRONT THREE CONFERENCE ROOM/OFFICES
INCREASED KITCHEN CABINETS AND COUNTER AREA BY APPROXIMATELY 11-FEET
ADDED GLASS INSERTS TO 5 DOORS (4 PHONE ROOMS AND ENTRY DOOR)
REVISED FLOOR PLAN INCREASED GWB PARTITIONS BY APPROXIMATELY 50-FEET
ADDED CLOSET DOORS TO MATCH OTHERS - FOR NEW CLOSET
SUBTOTAL (ADDITIONAL COST) \$71,149 APPROVED

ITEM #2 - ALTERNATE CEILING GRID AND TILE THROUGHOUT SPACE

OPTION A - SUPPLY AND INSTALL SUPRAFINE GRID AND CALLA BEVELED TEGULAR 9/16" A2824SE, IN PLACE OF BUILDING STANDARD TILE AND GRID (PER MARIAM ORDER 2547751)
SUBTOTAL (ADDITIONAL COST) \$22,112 PENDING
**** TENANT TO CONFIRM IF CHOOSING OPTION A WITH 48 HOURS OF LEASE SIGNING**

ITEM #3 - FRONT ENTRY

REMOVE EXISTING FRONT ENTRY DOOR AND SIDELIGHT AND REPLACE WITH GLASS WALL AND FRAMELESS ENTRY DOOR
SUBTOTAL \$10,000 APPROVED

ITEM #4 - FLOORING

SUPPLY AND INSTALL FLOORING SCHEME BASED ON HALEY'S EMAIL/SPECS RECEIVED ON MARCH 25TH (INSTEAD OF BUILDING STANDARD QUICK SHIP INSTALLATION)
- Mohawk glue down lvt - Morikato 911 Ukiyo - installed in herringbone pattern in open areas (kitchen, lounge, bars, hallway) and straight in conference room.
- Work station area (Option 1) Mohawk carpet tile - Zip it - 955 Skinny in half lap install
- Mohawk carpet tile - conference rooms and phone booths - 566 Distinguished - installed in herringbone pattern
SUBTOTAL (ADDITIONAL COST) \$18,201 APPROVED

ITEM #5 - KITCHEN COUNTER TOP UPGRADE TO WILSONART SOLID SURFACE

- OPTION A - Upgrade laminate counter tops in kitchen to Wilsonart solid surface - Designer White
SUBTOTAL (ADDITIONAL COST) \$1,940 APPROVED

ITEM #6 - ACCOMODATIONS FOR FLOOR BOXES AND WALL MOUNT TELEVISIONS

- Provide labor and materials to core floor and provide power in 8 locations (data wiring and floor boxes by others)
SUBTOTAL (ADDITIONAL COST) \$9,707 APPROVED
- Provide labor and material to mount (5) wall mount TV's including installing (1) duplex power outlet and wood blocking for each (mounting brackets and other cabling not included).
SUBTOTAL (ADDITIONAL COST) \$1,517 APPROVED

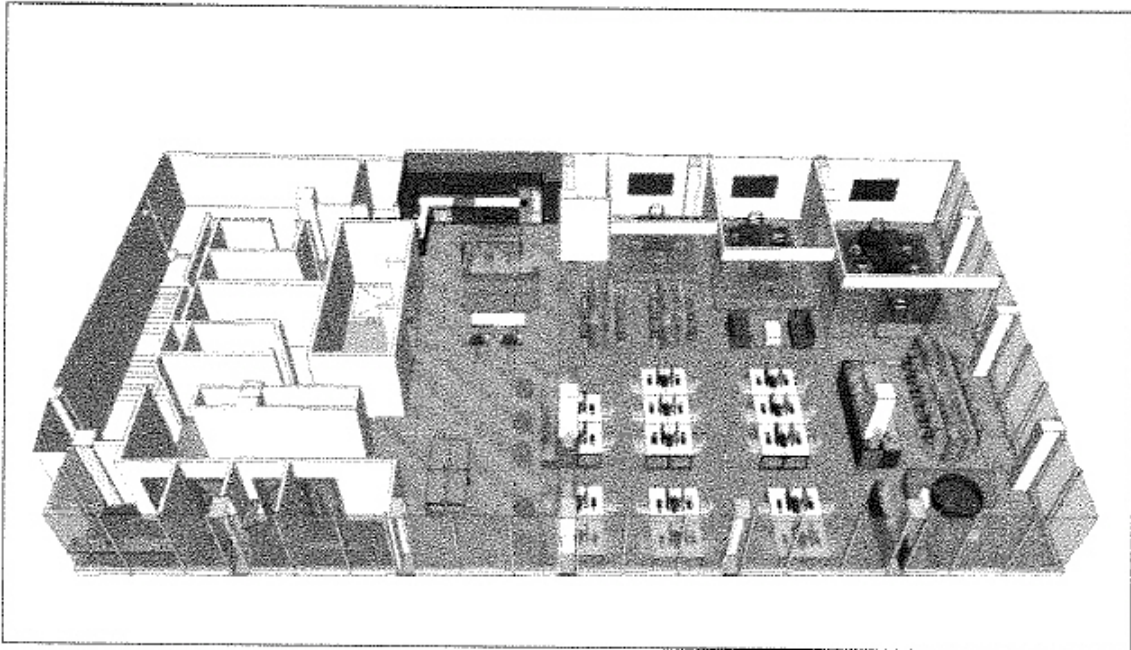
ITEM #7 - DRY BAR NEAR TREMONT STREET SIDE

- OPTION B - Supply and install approximately 12' of base cabinets and Wilsonart solid surface - Designer White counter tops to match kitchen area
SUBTOTAL (ADDITIONAL COST) \$5,816 APPROVED

Notes:

- Haley to address counters in phone rooms. Not included in this pricing.
- Kitchen cabinets are Synergy Building Standard Cabinets - Wolf Dartmouth
- Counter top pricing is based on standard depth counters

EXHIBIT D
CONCEPT PLAN




Wall Furniture Layout	 H&A Space Transfer	REVISIONS		03
		NO.	DESCRIPTION	
		1	ISSUED FOR PERMIT	
		2	ISSUED FOR PERMIT	
		3	ISSUED FOR PERMIT	
		4	ISSUED FOR PERMIT	
		5	ISSUED FOR PERMIT	

EXHIBIT E

BUILDING FINISH SPECIFICATIONS

(CONSISTING OF 4 PAGES, INCLUDING THIS PAGE)



BUILDING FINISH

SPECIFICATION

Building Standards

Finish Specification

Building Standards
100 Franklin Street, Suite 200
Boston, MA,
02110

**Tenant Standards**

**The specified standards below are to be met, where applicable on new tenant improvement work only; existing conditions to remain unless otherwise noted in the lease agreement.*

Wall Construction

- New interior walls shall be constructed of 2½” or 3-5/8” metal studs with 5/8” gypsum wallboard on both sides
- Interior walls shall extend to 6” above the ceiling grid
- Conference Room walls to extend to the underside of structure above
- New demising and corridor walls shall be constructed of 3-5/8” metal studs with 5/8” gypsum board on each side and 3-1/2” fiberglass insulation between studs. Walls to extend to the underside of structure above. Walls to be fire rated as required by code.

Carpeting

Manufacturer: Bigelow (Quick Ship)

Type: Modular (Ounce Range 26-28)

Comment: All open office areas, private offices, and conference rooms shall receive carpet, using industry standard installation

Base

Manufacturer: Johnsonite 4”

Color: TBD

Vinyl Composite Tile

Manufacturer: Armstrong

Color + Finish: TBD

Comment: Kitchen/break rooms, copy rooms, server rooms, and janitor closets shall receive 12”x12” vinyl composite tile

Lighting (Direct Indirect - 2x2 & 2x4)

Manufacturer: Columbia or equivalent

Color + Finish: White

Lighting (Pendant)

Manufacturer: Alera CRV or equivalent

Color + Finish: White

Finish Specification

Building Standards
100 Franklin Street, Suite 200
Boston, MA,
02110



Suspended Ceilings

Ceiling Tile

Manufacturer: USG or equivalent (2x2 or 2x4)

Model: 4221 or equivalent

Comment: Acoustical ceiling tiles to be installed with 15/16" Suspension Grid System

*Ceiling grid and tiles may vary when matching existing or existing is to remain

Paint

Manufacturer: Benjamin Moore

Color + Finish: TBD

Comment: All painted surfaces to receive (1) coat of primer and (2) coats of finish. Up to 3 wall colors (Locations TBD on Final plans)

Millwork

- Base and wall cabinets and counters to be provided by Landlord, up to 8' for kitchen/break room
- Base and wall cabinets and counters to be provided by Landlord, up to 6' for copy room

Laminate Counter Top

Manufacturer: Wilsonart Laminate

Color + Finish: TBD

Comment: Layout as Determined on Final Plans

Cabinet

Manufacturer: Wolf Home Products

Model: Dartmouth

Color: TBD

Comment: Layout as Determined on Final Plans. Doors and drawer Knobs/pulls selection to be Standard

Electrical

- (2) receptacles per office
- Quad receptacles for Office Equipment up to 3 locations
- One electrical duplex receptacle shall be provided at 20'-0" on center in corridors.
- GFCI Outlets in Kitchen/wet areas
- All tel/data wiring above ceiling must be plenum rated and is to be provided by tenant.

Appliances

- All kitchen appliances supplied by tenant

Doors

- Solid Core Wood dimensioned 13/4" x 3'-0" x 7'-0"
- Paint grade

Finish Specification

Building Standards
100 Franklin Street, Suite 200
Boston, MA,
02110



Frames

- Frames to be H.M. knockdown type

Hardware

- Cylindrical Lockset with Master Key System for suite entry doors
- Passage sets for closets, storage areas, kitchens, conference rooms and offices

Tenant Responsibilities

- Furniture
- Appliances
- Tel/Data Equipment and associated cabling/conduit
- Floor coring and/or floor boxes to supply power and/or data to any tenant equipment, workstations or furniture
- Audio Visual/Media Equipment devices and associated mounting and/or cabling
- Server room Cooling System
- Electronic Security systems including:
 - Surveillance equipment and associated mounting and/or cabling
 - Proximity readers and associated cabling and/or mounting
 - Door release buttons and associated cabling and/or mounting
- Electronic door locks and associated wiring

* Landlord will provide power for the above mentioned tenant items. Excluding A/V and Media Equipment.

EXHIBIT F

FORM OF COMMENCEMENT DATE CERTIFICATE

_____, 2015

TO: _____

RE: Lease Agreement by and between NS 141 Tremont LLC, a Massachusetts limited liability company ("Landlord") and peerTransfer Corporation, a Delaware corporation ("Tenant") dated _____, 2015 (the "Lease") for the premises (the "Premises") measuring approximately 5,473 rentable square feet located on the tenth (10th) floor of the building known and numbered as 141 Tremont Street, Boston, MA (the "Building")

Dear [*insert Tenant's name*]:

This letter shall constitute the Commencement Date Certificate referenced in Section 4 of the above-referenced Lease. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Lease.

1. Possession has been delivered to and accepted by Tenant.
2. All obligations, if any, of Landlord under the terms of the Lease with respect to improvements or repairs to the Premises have been fully performed, and all allowances, reimbursements or other obligations of Landlord for the payment of monies to or for the benefit of Tenant have been fully paid in accordance with the terms of the Lease.
3. The Commencement Date is [*insert date*].
4. The Expiration Date is [*insert date*].
5. Payment of Base Rent as set forth in Section 1 of the Lease shall commence in full force and effect as of [*insert date*].
6. Payment of (a) Tenant's Share of Taxes as set forth in Sections 1 and 6 of the Lease shall commence in full force and effect as of [*insert date*] and (b) Tenant's Share of Operating Expenses as set forth in Sections 1 and 6 of the Lease shall commence in full force and effect as of [*insert date*].

7. Tenant has prepaid rent in the amount of \$ [insert amount], which shall apply to the period of [insert beginning date - insert end date].
8. Tenant has deposited [security / letter of credit] in the amount of \$ [insert amount].
9. Please sign this Commencement Date Certificate and return it to Landlord. Tenant's failure to return this Commencement Date Certificate within the ten (10) days after receipt hereof shall be deemed to be Tenant's acceptance of this Commencement Date Certificate, including without limitation the Commencement Date and the Expiration Date contained herein.

LANDLORD:

NS 141 TREMONT LLC,
a Massachusetts limited liability company

By: Synergy Financial LLC,
a Massachusetts limited liability company,
Property Manager and Authorized Agent

By: _____
David Greaney, Manager

TENANT:

PEERTRANSFER CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____
Hereunto duly authorized

[COUNTERPART SIGNATURE PAGE]

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of Flywire Corporation of our report dated March 11, 2021 relating to the financial statements of Flywire Corporation, which appears in this Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Boston, Massachusetts
May 3, 2021

Consent of Independent Auditors

We consent to the reference to our firm under the caption “Experts” and to the use of our reports dated March 10, 2021, with respect to the consolidated financial statements of Simplificare Inc. included in the Registration Statement (Form S-1) and related Prospectus of Flywire Corporation for the registration of its common stock.

/s/ Kost Forer Gabbay & Kasierer
A Member of Ernst & Young Global

Tel-Aviv, Israel
May 3, 2021