

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

FORM 10-Q

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

For the Quarterly Period Ended March 31, 2026  
Or

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

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

Commission File No. 001-38220



**Angi Inc.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**82-1204801**  
(I.R.S. Employer  
Identification No.)

**3601 Walnut Street, Denver, CO 80205**  
(Address of registrant's principal executive offices)  
**(303) 963-7200**  
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of exchange on which registered
Class A Common Stock, par value \$0.001	ANGI	The Nasdaq Stock Market LLC

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

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

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

As of May 1, 2026, the following shares of the registrant's common stock were outstanding:

Class A Common Stock	40,448,016
Class B Common Stock	—
Class C Common Stock	—
Total outstanding Common Stock	40,448,016

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

**Item 1. Consolidated Financial Statements**

**Angi Inc. and Subsidiaries**  
**CONSOLIDATED BALANCE SHEET**  
**(Unaudited)**

	<b>March 31, 2026</b>	<b>December 31, 2025</b>
	<b>(In thousands, except par value amounts)</b>	
<b>ASSETS</b>		
Cash and cash equivalents	\$ 244,580	\$ 303,701
Accounts receivable, net	37,366	33,054
Other current assets	31,358	29,627
<b>Total current assets</b>	<b>313,304</b>	<b>366,382</b>
Capitalized software, leasehold improvements and equipment, net	101,373	99,101
Goodwill	889,220	890,066
Intangible assets, net	166,978	167,142
Deferred income taxes	125,317	126,229
Other non-current assets, net	29,073	31,448
<b>TOTAL ASSETS</b>	<b>\$ 1,625,265</b>	<b>\$ 1,680,368</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>LIABILITIES:</b>		
Accounts payable	\$ 35,065	\$ 34,031
Deferred revenue	20,996	22,096
Accrued expenses and other current liabilities	153,137	166,311
<b>Total current liabilities</b>	<b>209,198</b>	<b>222,438</b>
Long-term debt, net	471,389	497,667
Deferred income taxes	1,455	1,498
Other long-term liabilities	28,499	31,399
Commitments and contingencies		
<b>SHAREHOLDERS' EQUITY:</b>		
Class A common stock, \$0.001 par value; authorized 2,000,000 shares; issued 54,641 and 54,282 shares, respectively, and outstanding 40,421 and 40,062, respectively	538	538
Class B convertible common stock, \$0.001 par value; authorized 1,500,000 shares; no shares issued and no shares outstanding	—	—
Class C common stock, \$0.001 par value; authorized 1,500,000 shares; no shares issued and outstanding	—	—
Additional paid-in capital	1,424,207	1,427,693
Accumulated deficit	(159,858)	(150,880)
Accumulated other comprehensive income	5,760	5,938
Treasury stock, 14,220 and 14,220 shares, respectively	(355,923)	(355,923)
<b>Total shareholders' equity</b>	<b>914,724</b>	<b>927,366</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 1,625,265</b>	<b>\$ 1,680,368</b>

The accompanying [Notes to Consolidated Financial Statements](#) are an integral part of these statements.

**Angi Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENT OF OPERATIONS**  
(Unaudited)

	Three Months Ended March 31,	
	2026	2025
(In thousands, except per share data)		
Revenue	\$ 238,150	\$ 245,913
Cost of revenue (exclusive of depreciation shown separately below)	9,693	13,015
<b>Gross profit</b>	<b>228,457</b>	<b>232,898</b>
Operating costs and expenses:		
Selling and marketing expense	139,933	118,541
General and administrative expense	57,931	57,319
Product development expense	10,440	27,087
Depreciation	14,694	9,948
Restructuring	14,923	—
Total operating costs and expenses	237,921	212,895
<b>Operating (loss) income</b>	<b>(9,464)</b>	<b>20,003</b>
Interest expense	(5,330)	(5,044)
Other income, net	5,099	4,828
<b>(Loss) earnings before income taxes</b>	<b>(9,695)</b>	<b>19,787</b>
Income tax benefit (provision)	717	(4,681)
<b>Net (loss) earnings attributable to Angi Inc. shareholders</b>	<b>\$ (8,978)</b>	<b>\$ 15,106</b>
<b>Per share information attributable to Angi Inc. shareholders:</b>		
Basic (loss) earnings per share	\$ (0.22)	\$ 0.30
Diluted (loss) earnings per share	\$ (0.22)	\$ 0.30
<b>Stock-based compensation expense by function:</b>		
Selling and marketing expense	\$ 275	\$ 636
General and administrative expense	2,853	(6,847)
Product development expense	(376)	3,924
Total stock-based compensation expense	\$ 2,752	\$ (2,287)

The accompanying [Notes to Consolidated Financial Statements](#) are an integral part of these statements.

**Angi Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENT OF COMPREHENSIVE OPERATIONS**  
(Unaudited)

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
Net (loss) earnings	\$ (8,978)	\$ 15,106
Other comprehensive (loss) income:		
Change in foreign currency translation adjustment	(178)	2,879
Total other comprehensive (loss) income	(178)	2,879
Comprehensive (loss) income attributable to Angi Inc. shareholders	\$ (9,156)	\$ 17,985

The accompanying [Notes to Consolidated Financial Statements](#) are an integral part of these statements.

**Angi Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY**  
Three Months Ended March 31, 2026 and 2025  
**(Unaudited)**

	Class A Common Stock \$0.001 Par Value		Class B Convertible Common Stock \$0.001 Par Value		Class C Common Stock \$0.001 Par Value		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Shareholders' Equity
	\$	Shares	\$	Shares	\$	Shares					
<b>(In thousands)</b>											
<b>Balance as of December 31, 2025</b>	\$ 538	54,282	\$ —	—	\$ —	—	\$ 1,427,693	\$ (150,880)	\$ 5,938	\$ (355,923)	\$ 927,366
Net loss	—	—	—	—	—	—	—	(8,978)	—	—	(8,978)
Other comprehensive loss	—	—	—	—	—	—	—	—	(178)	—	(178)
Stock-based compensation expense	—	—	—	—	—	—	4,150	—	—	—	4,150
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	359	—	—	—	—	(1,811)	—	—	—	(1,811)
Adjustment pursuant to the tax sharing agreement with IAC post-distribution	—	—	—	—	—	—	(135)	—	—	—	(135)
Other	—	—	—	—	—	—	(5,690)	—	—	—	(5,690)
<b>Balance as of March 31, 2026</b>	<u>\$ 538</u>	<u>54,641</u>	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ 1,424,207</u>	<u>\$ (159,858)</u>	<u>\$ 5,760</u>	<u>\$ (355,923)</u>	<u>\$ 914,724</u>
<b>Balance as of December 31, 2024</b>	\$ 113	11,295	\$ 422	42,202	\$ —	—	\$ 1,465,640	\$ (195,015)	\$ (2,495)	\$ (205,864)	\$ 1,062,801
Net earnings	—	—	—	—	—	—	—	15,106	—	—	15,106
Other comprehensive income	—	—	—	—	—	—	—	—	2,879	—	2,879
Stock-based compensation expense	—	—	—	—	—	—	(652)	—	—	—	(652)
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	1	283	—	—	—	—	(4,573)	—	—	—	(4,572)
Issuance of common stock to IAC pursuant to the employee matters agreement	1	120	—	—	—	—	(1)	—	—	—	—
Purchase of treasury stock	—	—	—	—	—	—	—	—	—	(10,688)	(10,688)
Transfer and conversion of common shares related to IAC CEO Employment Transition Agreement	5	501	(5)	(501)	—	—	—	—	—	—	—
Conversion of shares related to the Distribution	417	41,701	(417)	(41,701)	—	—	—	—	—	—	—
Adjustment pursuant to the tax sharing agreement with IAC as part of the Distribution	—	—	—	—	—	—	(17,960)	—	—	—	(17,960)
Other	—	—	—	—	—	—	2,126	—	—	—	2,126
<b>Balance as of March 31, 2025</b>	<u>\$ 537</u>	<u>53,900</u>	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ 1,444,580</u>	<u>\$ (179,909)</u>	<u>\$ 384</u>	<u>\$ (216,552)</u>	<u>\$ 1,049,040</u>

The accompanying [Notes to Consolidated Financial Statements](#) are an integral part of these statements.

**Angi Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
(Unaudited)

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
	<b>(In thousands)</b>	
<b>Cash flows from operating activities:</b>		
<b>Net (loss) earnings</b>	\$ (8,978)	\$ 15,106
Adjustments to reconcile net (loss) earnings to net cash (used in) provided by operating activities:		
Depreciation	14,694	9,948
Provision for credit losses	10,338	11,314
Stock-based compensation expense	2,752	(2,287)
Non-cash lease expense (including impairment of right-of-use assets)	1,921	1,786
Deferred income taxes	482	2,717
Gain on extinguishment of debt	(2,739)	—
Other adjustments, net	444	(451)
Changes in assets and liabilities:		
Accounts receivable	(14,790)	(14,773)
Other assets	851	2,469
Accounts payable and other liabilities	(16,285)	(20,390)
Income taxes payable and receivable	(2,047)	1,417
Operating lease liabilities	(3,461)	(3,270)
Deferred revenue	(1,085)	(6,699)
<b>Net cash used in operating activities</b>	<b>(17,903)</b>	<b>(3,113)</b>
<b>Cash flows from investing activities:</b>		
Capital expenditures	(15,725)	(12,574)
Proceeds from sales of fixed assets	32	75
<b>Net cash used in investing activities</b>	<b>(15,693)</b>	<b>(12,499)</b>
<b>Cash flows from financing activities:</b>		
Repurchases of debt	(23,744)	—
Withholding taxes paid on behalf of employees on net settled stock-based awards	(1,798)	(4,542)
Purchases of treasury stock	—	(9,801)
<b>Net cash used in financing activities</b>	<b>(25,542)</b>	<b>(14,343)</b>
<b>Total cash used</b>	<b>(59,138)</b>	<b>(29,955)</b>
Effect of exchange rate changes on cash and cash equivalents and restricted cash	17	(26)
<b>Net decrease in cash and cash equivalents and restricted cash</b>	<b>(59,121)</b>	<b>(29,981)</b>
Cash and cash equivalents and restricted cash at beginning of period	303,701	416,545
<b>Cash and cash equivalents and restricted cash at end of period</b>	<b>\$ 244,580</b>	<b>\$ 386,564</b>

The accompanying [Notes to Consolidated Financial Statements](#) are an integral part of these statements.

**Angi Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

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

**Nature of Operations**

Angi Inc. connects quality home professionals (“Pros”) with consumers across more than 500 different categories, from repairing and remodeling homes to cleaning and landscaping. There were approximately 105,000 Average Monthly Active Pros in the U.S. during the three months ended March 31, 2026. Additionally, consumers turned to at least one of our businesses to find a Pro for approximately 16 million projects during the twelve months ended March 31, 2026.

The Company has two operating segments: (i) “U.S.” and (ii) International (consisting of businesses in Europe and Canada) and operates under multiple brands including Angi, Angie’s List, HomeAdvisor, and Handy.

In the United States, the Company provides Pros the capability to engage with potential customers, including quoting and invoicing services, and provides consumers with tools and resources to help them find local, pre-screened and customer-rated Pros nationwide for home repair, maintenance and improvement projects. Consumers can also request household services directly through the Angi platform, and such requests are fulfilled by independently established Pros engaged in a trade, occupation and/or business that customarily provides such services. Matching service, booking of pre-priced services, and related tools and directories are provided to consumers free of charge upon registration. The Company also owns marketplaces in Austria, Canada, France, Germany, Italy, the Netherlands, and the UK which provide Pros the ability to engage with potential customers and consumers the ability to engage with the Pros they need.

As used herein, “Angi,” the “Company,” “we,” “our,” “us,” and similar terms refer to Angi Inc. and its subsidiaries (unless the context requires otherwise).

**Reverse Stock Split**

On March 24, 2025, the Company filed a Certificate of Amendment (the “Amendment”) to its Amended and Restated Certificate of Incorporation, as amended, with the Secretary of State of the State of Delaware, which became effective as of 12:01 a.m. Eastern Time, on March 24, 2025 (the “Effective Time”), to effect the Company’s 1-for-10 reverse stock split (the “Reverse Stock Split”) of the shares of outstanding Class A common stock, par value \$0.001 per share, of the Company (“Class A Common Stock”), and Class B common stock, par value \$0.001 per share, of the Company (“Class B Common Stock”).

At the Effective Time, every 10 shares of Class A Common Stock and Class B Common Stock issued and outstanding immediately prior to the Effective Time were automatically combined into one share of Class A Common Stock or Class B Common Stock, respectively, subject to the treatment of fractional shares. No fractional shares were outstanding following the Reverse Stock Split, and any fractional shares that would have otherwise resulted from the Reverse Stock Split were settled in cash. Proportional adjustments were made to the number of shares of Class A Common Stock subject to outstanding equity awards of the Company, as well as the applicable exercise price. The Company’s authorized shares of Class A Common Stock and Class B Common Stock, and the par value of each share of Class A Common Stock and Class B Common Stock, were unchanged by the Reverse Stock Split.

The Class A Common Stock began trading on the Nasdaq Global Select Market on a split-adjusted basis at the opening of trading on March 24, 2025. The ticker symbol for Class A Common Stock remains “ANGI.” All references to shares and per share amounts have been adjusted to reflect the Reverse Stock Split.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

**Distribution**

On March 31, 2025, IAC Inc. (“IAC”) completed the spin-off of its ownership in the Company through a special dividend of the common stock of the Company owned by IAC to the holders of IAC common stock and IAC Class B common stock (the “Distribution”). Prior to the effective time of the Distribution, IAC voluntarily converted all of the shares of Class B Common Stock that it owned to shares of Class A Common Stock. As a result of this conversion, there are no longer any shares of Class B Common Stock outstanding. After completion of the Distribution, IAC has no ownership in the Company, there are no shares of Class B Common Stock outstanding, and the only class of Angi capital stock with shares outstanding is Class A Common Stock.

**Segment Change**

During the first quarter of 2025, the Company updated its segment reporting structure to “Domestic” and “International” to better reflect the operations and strategic priorities of the organization and align more closely with how the Chief Operating Decision Maker (“CODM”) assesses performance and allocates resources. Our financial information for prior periods has been recast to conform to the current period presentation. During the fourth quarter of 2025, the Company changed the name of its “Domestic” segment to “U.S.” segment. The change reflects an updated naming convention and did not result in any change to the composition of the segment or how the Company evaluates its performance in the current year as well as prior periods. The naming convention for prior periods has been conformed to the current period. The change had no impact on the Company’s consolidated financial statements. As a result of these updates, the Company now has the following two reportable segments: U.S. and International.

**Basis of Presentation and Consolidation**

The Company prepares its consolidated financial statements (referred to herein as “financial statements”) in accordance with United States (“U.S.”) generally accepted accounting principles (“GAAP”). The financial statements include all accounts of the Company, all entities that are wholly-owned by the Company and all entities in which the Company has a controlling financial interest. All intercompany transactions and balances between and among the Company and its subsidiaries have been eliminated.

The unaudited interim financial statements have been prepared in accordance with GAAP for interim financial information and with the rules and regulations of the Securities and Exchange Commission (“SEC”). Accordingly, they do not include all of the information and notes required by GAAP for complete annual financial statements. In the opinion of management, the unaudited interim financial statements include all normal recurring adjustments considered necessary for a fair presentation. Interim results are not necessarily indicative of the results that may be expected for the full year. The unaudited interim financial statements should be read in conjunction with the annual audited financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025.

**Accounting Estimates**

Management of the Company is required to make certain estimates, judgments and assumptions during the preparation of its financial statements in accordance with GAAP. These estimates, judgments and assumptions affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

On an ongoing basis, the Company evaluates its estimates and judgments, including those related to: the fair values of cash equivalents; the carrying value of accounts receivable, including the determination of the allowance for credit losses; the determination of the customer relationship period for certain costs to obtain a contract with a customer; the recoverability of all long-lived assets, including goodwill and indefinite-lived intangible assets; contingencies; unrecognized tax benefits; the liability for potential refunds and customer credits; the valuation allowance for deferred income tax assets; and the fair value of and forfeiture rates for stock-based awards, among others. The Company bases its estimates and judgments on historical experience, its forecasts and budgets, and other factors that the Company considers relevant.

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

**General Revenue Recognition**

The Company accounts for a contract with a customer when it has approval and commitment from all authorized parties, the rights of the parties and payment terms are identified, the contract has commercial substance and collectability of consideration is probable. Revenue is recognized when control of the promised services or goods is transferred to the Company's customers and in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services or goods.

The Company's disaggregated revenue disclosures are presented in ["Note 6—Segment Information."](#)

**Deferred Revenue**

Deferred revenue consists of payments that are received or are contractually due in advance of the Company's performance obligation. The Company's deferred revenue is reported on a contract-by-contract basis at the end of each reporting period. The Company classifies deferred revenue as current when the remaining term or expected completion of its performance obligation is one year or less. At December 31, 2025, the current and non-current deferred revenue balances were \$22.1 million and less than \$0.1 million, respectively, and during the three months ended March 31, 2026, the Company recognized \$16.6 million of revenue that was included in the deferred revenue balance as of December 31, 2025. At December 31, 2024, the current and non-current deferred revenue balances were \$42.0 million and less than \$0.1 million, respectively, and during the three months ended March 31, 2025, the Company recognized \$31.0 million of revenue that was included in the deferred revenue balance as of December 31, 2024.

The current and non-current deferred revenue balances at March 31, 2026 are \$21.0 million and less than \$0.1 million, respectively. Non-current deferred revenue is included in "Other long-term liabilities" in the balance sheet.

**Practical Expedients and Exemptions**

For contracts that have an original duration of one year or less, the Company uses the practical expedient available under Accounting Standards Codification ("ASC") Topic 606 ("ASC 606"), *Revenue from Contracts with Customers*, applicable to such contracts and does not consider the time value of money.

In addition, as permitted under the practical expedient available under ASC 606, the Company does not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts with variable consideration that is allocated entirely to unsatisfied performance obligations or to a wholly unsatisfied promise accounted for under the series guidance, and (iii) contracts for which the Company recognizes revenue at the amount which it has the right to invoice for services performed.

The Company also applies the practical expedient to expense sales commissions as incurred where the anticipated customer relationship period is one year or less.

**Gain on Extinguishment of Debt**

The Company recognizes a gain on extinguishment of debt when senior notes are repurchased at a price below their carrying value. The gain is calculated as the difference between the carrying amount of the extinguished debt (including any unamortized debt issuance costs and original issue discount) and the repurchase price paid (including any transaction costs). Such gains are recognized immediately in the period of repurchase and are presented within other income, net in the consolidated statements of operations.

**Recent Accounting Pronouncements*****Recent Accounting Pronouncements Adopted by the Company***

There were no recently issued accounting pronouncements adopted by the Company during the three months ended March 31, 2026.

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

***Recent Accounting Pronouncements Not Yet Adopted by the Company***

*ASU No. 2024-03— Income Statement—Reporting Comprehensive Income— Expense Disaggregation Disclosures (Subtopic 220-40)— Disaggregation of Income Statement Expenses*

In November 2024, the FASB issued ASU No. 2024-03, which is intended to provide users of financial statements with more decision-useful information about expenses of a public business entity, primarily through enhanced disclosures of certain components of expenses commonly presented within captions on the statement of operations, such as purchases of inventory, employee compensation, depreciation and amortization, as well as a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively. ASU No. 2024-03 also requires disclosure of the total amount of selling expenses and, in annual reporting periods, the definition of selling expenses. ASU No. 2024-03 is effective for fiscal years beginning after December 15, 2026 and for interim periods beginning after December 15, 2027. Early adoption is permitted and ASU No. 2024-03 may be applied either prospectively or retrospectively. The Company is currently assessing ASU No. 2024-03 and its impact on its disclosures, and the timing and method of adoption. ASU No. 2024-03 does not affect the Company's results of operations, financial condition or cash flows.

*ASU No. 2025-06, Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40) - Targeted Improvements to the Accounting for Internal-Use Software*

In September 2025, the FASB issued ASU No. 2025-06 to clarify and modernize the accounting for costs related to internal-use software by removing all references to software development project stages so that the guidance is neutral to different software development methods. The guidance is effective for annual filings for the Company's year beginning January 1, 2028, and interim reporting periods within those reporting periods, and can be applied using a prospective, retrospective, or modified transition approach. Early adoption is permitted. The Company is currently evaluating the impact of the updates to ASU 2025-06 on its consolidated financial statements.

**NOTE 2—FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS**

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

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

March 31, 2026				
	Level 1	Level 2	Level 3	Total Fair Value Measurements
(In thousands)				
<b>Assets:</b>				
Cash equivalents:				
Money market funds	\$ 133,943	\$ —	\$ —	\$ 133,943
Total	\$ 133,943	\$ —	\$ —	\$ 133,943

  

December 31, 2025				
	Level 1	Level 2	Level 3	Total Fair Value Measurements
(In thousands)				
<b>Assets:</b>				
Cash equivalents:				
Money market funds	\$ 241,946	\$ —	\$ —	\$ 241,946
Total	\$ 241,946	\$ —	\$ —	\$ 241,946

*Assets measured at fair value on a nonrecurring basis*

The Company’s non-financial assets, such as goodwill, intangible assets, ROU assets, capitalized software, leasehold improvements and equipment are adjusted to fair value only when an impairment is recognized. Such fair value measurements are based predominantly on Level 3 inputs.

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

The total fair value of the outstanding long-term debt, including the current portion, is estimated using observable market prices or indices for similar liabilities, which are Level 2 inputs, and was approximately \$420.9 million and \$461.4 million at March 31, 2026 and December 31, 2025, respectively.

**NOTE 3—RESTRUCTURING**

In January 2026, the Company announced a reduction of its global workforce by approximately 350 employees to reduce operating expenses and optimize the organizational structure in support of long-term growth and in light of AI-driven efficiency improvements. The reduction in workforce is expected to be substantially complete during 2026, subject to local law and consultation requirements.

As a result of the reduction in workforce, the Company estimates that it will incur approximately \$30.0 million in total restructuring charges, of which \$12.8 million was recorded in the fourth quarter of 2025, and \$14.9 million was recorded in the first quarter of 2026, for a cumulative total of \$27.7 million. The restructuring charges consist primarily of severance payments, employee benefits and related costs. The \$7.2 million remaining restructuring liability is recorded as part of accrued expenses and other current liabilities within the Company’s Consolidated Balance Sheet and the restructuring charges are recorded to restructuring within the consolidated statement of operations as of March 31, 2026.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

The following tables present restructuring activities related to employee severance and benefit arrangements:

	<b>March 31, 2026</b>
	<b>(In thousands)</b>
Beginning balance	\$ 12,806
Accruals and adjustments	14,923
Cash payments	(20,504)
<b>Accrued balance as of March 31, 2026</b>	<b>\$ 7,225</b>

**NOTE 4—LONG-TERM DEBT**

Long-term debt consists of:

	<b>March 31, 2026</b>	<b>December 31, 2025</b>
	<b>(In thousands)</b>	
3.875% ANGI Group Senior Notes due August 15, 2028 (“ANGI Group Senior Notes”); interest payable each February 15 and August 15	\$ 473,400	\$ 500,000
Less: unamortized debt issuance costs	2,011	2,333
<b>Total long-term debt, net</b>	<b>\$ 471,389</b>	<b>\$ 497,667</b>

**ANGI Group Senior Notes**

ANGI Group, LLC (“ANGI Group”), a direct wholly-owned subsidiary of Angi, issued the ANGI Group Senior Notes on August 20, 2020. In December 2025, ANGI Group amended the indenture governing the ANGI Group Senior Notes to add certain U.S. subsidiaries of ANGI Group that are guarantors under the Credit Agreement (defined below) as additional guarantors under such indenture. These notes may be redeemed at the redemption prices, plus accrued and unpaid interest thereon, if any, as set forth in the indenture governing the notes.

The indenture governing the ANGI Group Senior Notes contains a covenant that would limit ANGI Group’s ability to incur liens for borrowed money in the event a default has occurred or ANGI Group’s secured leverage ratio exceeds 3.75 to 1.0, provided that ANGI Group is permitted to incur such liens under certain permitted credit facilities indebtedness notwithstanding the ratio, all as defined in the indenture. At March 31, 2026 and December 31, 2025, there were no limitations pursuant thereto.

During the first quarter of 2026, the Company repurchased a total of \$26.6 million aggregate principal amount of the ANGI Group Senior Notes, maturing in 2028, for total cash consideration, including \$0.1 million of accrued and unpaid interest, for \$23.9 million. The repurchases of the ANGI Group Senior Notes in the first quarter of 2026 resulted in an aggregate net gain on extinguishment of debt of \$2.7 million, which is included in other income, net in the consolidated statement of operations for the three months ended March 31, 2026.

From the period of April 1, 2026 through the date of this Report, the Company repurchased \$73.4 million aggregate principal amount of its ANGI Group Senior Notes for cash consideration, including \$0.6 million of accrued and unpaid interest, for \$68.0 million and expects to record a net gain on extinguishment of debt of \$5.7 million in the second quarter of 2026.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

**The Revolving Credit Facility**

On November 6, 2025, ANGI Group, LLC entered into a Credit Agreement (the “Credit Agreement”), with JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, providing for a senior secured revolving facility in an aggregate principal amount of \$175.0 million (the “Revolving Facility”), including a letter of credit sublimit of up to \$25.0 million. The Revolving Facility matures on November 6, 2030, provided that the maturity date shall at all times be no later than the 91st day prior to the maturity date of the 3.875% Senior Notes. At March 31, 2026, there were no outstanding borrowings under the Revolving Facility.

Loans under the Revolving Facility will bear interest, based on either the Alternate Base Rate or the Term SOFR Rate, plus the Applicable Rate, which is initially 1.75% per annum for Alternate Base Rate Loans and 2.75% per annum for Term SOFR Rate Loans and thereafter is determined in accordance with the Pricing Grid (as defined in the Credit Agreement). Undrawn amounts under the Revolving Facility accrue a commitment fee in accordance with the Pricing Grid with an initial rate per annum of 0.40% at March 31, 2026.

The Credit Agreement contains a covenant that would limit ANGI Group’s ability to incur additional indebtedness, incur liens, make investments or acquisitions, pay dividends or other restricted payments, make certain prepayments of indebtedness, dispose of assets, or enter transactions with affiliates. In addition, the Credit Agreement does not permit ANGI Group’s consolidated net leverage ratio to exceed 4.00 to 1.00.

**NOTE 5—ACCUMULATED OTHER COMPREHENSIVE INCOME**

The following tables present the components of accumulated other comprehensive income, which exclusively consists of foreign currency translation adjustment:

	Three Months Ended March 31,	
	2026	2025
	Foreign Currency Translation Adjustment	Foreign Currency Translation Adjustment
	(In thousands)	
Balance at January 1	\$ 5,938	\$ (2,495)
Other comprehensive (loss) income	(178)	2,879
Balance at March 31	\$ 5,760	\$ 384

At March 31, 2026 and 2025, there was no tax benefit or provision on the accumulated other comprehensive income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

NOTE 6—SEGMENT INFORMATION

The overall concept that the Company employs in determining its operating segments is to present the financial information in a manner consistent with the CODM’s view of the businesses. The Executive Committee, which is comprised of the CEO of the Company and the Executive Chairman of the Company’s board of directors, is the CODM of the Company. In addition, the Company considers the organization of its businesses in terms of segment management and the focus of the businesses with regards to the types of services or products offered or the target market.

During the three months ended March 31, 2025, management determined that a realignment of the Company’s operating and reportable segments was necessary to better reflect the operations and strategic priorities of the organization, resulting in two reportable segments: Domestic and International. During the fourth quarter of 2025, the Company changed the name of its “Domestic” segment to “U.S.” segment. The change reflects an updated naming convention and did not result in any change to the composition of the segment or how the Company evaluates its performance in the current year as well as prior periods. The naming convention for prior periods has been conformed to the current period. The change had no impact on the Company’s consolidated financial statements. As a result of these updates, the Company now has the following two reportable segments: (i) U.S. and (ii) International.

**Disaggregated Revenue**

The following table presents revenue by reportable segment:

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
<b>Revenue:</b>		
U.S.	\$ 202,498	\$ 212,555
International	35,652	33,358
Total	<u>\$ 238,150</u>	<u>\$ 245,913</u>

The following table presents the revenue of the Company’s segments disaggregated by type of service:

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
<b>U.S.:</b>		
Lead revenue	\$ 184,432	\$ 115,389
Advertising revenue	(46)	71,646
Services revenue	12,782	16,911
Membership subscription revenue	5,302	8,562
Other revenue	28	47
Total U.S. Revenue	<u>202,498</u>	<u>212,555</u>
<b>International:</b>		
Lead revenue	35,029	32,082
Membership subscription revenue	—	838
Other revenue	623	438
Total International Revenue	<u>35,652</u>	<u>33,358</u>
Total revenue	<u>\$ 238,150</u>	<u>\$ 245,913</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

**Segment Expenses**

The following table presents the significant expenses included in the Company's segment reporting performance measure, Segment Adjusted EBITDA, that are regularly provided to the CODM:

	Three Months Ended March 31,	
	2026	2025
	(in thousands)	
<b>U.S.</b>		
Consumer marketing expense <sup>(a)</sup>	\$ 92,765	\$ 65,276
Fixed expense <sup>(b)</sup>	35,097	48,122
Pro acquisition expense <sup>(c)</sup>	30,538	39,044
Variable expense <sup>(d)</sup>	20,764	26,545
Cost of revenue <sup>(e)</sup>	8,219	11,998
<b>Total U.S. expenses</b>	<b>187,383</b>	<b>190,985</b>
<b>International</b>		
Fixed expense <sup>(b)</sup>	6,602	11,651
Variable expense <sup>(d)</sup>	5,964	5,345
Consumer marketing expense <sup>(a)</sup>	8,798	4,961
Pro acquisition expense <sup>(c)</sup>	5,024	4,290
Cost of revenue <sup>(e)</sup>	1,474	1,017
<b>Total International expenses</b>	<b>27,862</b>	<b>27,264</b>
<b>Total expenses</b>	<b>\$ 215,245</b>	<b>\$ 218,249</b>

Pro acquisition expense for the three months ended March 31, 2026 excludes \$2.8 million of commissions capitalized in the same period and includes \$3.3 million of amortization of capitalized commissions from prior periods. Pro acquisition expense for the three months ended March 31, 2025 excludes \$3.4 million of commissions capitalized in the same period and includes \$9.1 million of amortization of capitalized commissions from prior periods.

<sup>(a)</sup> Consumer marketing expense includes (i) advertising expenditures to promote the brand to consumers with (a) online marketing, including fees paid to search engines and other online marketing platforms, partners who direct traffic to our brands, and app platforms, and (b) offline marketing, which is primarily television, streaming and radio advertising, (ii) compensation expense, excluding stock-based compensation, and other employee-related costs for consumer marketing personnel and (iii) outsourced personnel costs.

<sup>(b)</sup> Fixed expense includes (i) compensation expense, excluding stock-based compensation, and other employee-related costs for personnel engaged in (a) the design, development, testing, and enhancement of product offerings and related technology and (b) executive management, finance, legal, tax, marketing and human resources functions, (ii) software license and maintenance costs, (iii) rent expense and facilities costs (including impairments of ROU assets), (iv) fees for professional services and (v) outsourced personnel costs for personnel engaged in product development.

<sup>(c)</sup> Pro acquisition expense includes (i) advertising expenditures to promote the brand to Pros with (a) online marketing, including fees paid to search engines and other online marketing platforms, partners who direct traffic to the brands within the Angi segments, and app platforms, and (b) offline marketing, which is primarily television, streaming and radio advertising and (ii) compensation expense, excluding stock-based compensation, and other employee-related costs for professional acquisition sales and marketing personnel.

<sup>(d)</sup> Variable expense includes (i) compensation expense, excluding stock-based compensation, and other employee-related costs for personnel engaged in customer service functions, (ii) provision for credit losses, (iii) outsourced personnel costs for personnel engaged in assisting in customer service functions and (iv) service guarantee expense.

<sup>(e)</sup> Cost of revenue consists primarily of (i) credit card processing fees, (ii) hosting fees, (iii) payments made to independent third-party Pros who perform work, and (iv) sales tax.

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

**Segment Reporting Performance Measure and Reconciliations**

Adjusted EBITDA is the Company's primary financial and GAAP segment measure. Adjusted EBITDA is defined as operating income excluding: (1) stock-based compensation expense; (2) depreciation; and (3) acquisition-related items consisting of amortization of intangible assets and impairments of goodwill and intangible assets, if applicable; (4) restructuring. Adjusted EBITDA is the segment reporting performance measure used by the CODM as one of the metrics by which we evaluate the performance of the Company and our internal budgets are based and may impact management compensation. The following table presents a summary of Segment Adjusted EBITDA:

	Three Months Ended March 31,	
	2026	2025
(In thousands)		
<b>Segment Adjusted EBITDA:</b>		
U.S.	\$ 15,116	\$ 21,566
International	7,789	6,098
Total Segment Adjusted EBITDA	<u>\$ 22,905</u>	<u>\$ 27,664</u>

The following table reconciles total Segment Adjusted EBITDA to earnings before income taxes:

	Three Months Ended March 31,	
	2026	2025
(In thousands)		
Total Segment Adjusted EBITDA	\$ 22,905	\$ 27,664
Stock-based compensation expense	(2,752)	2,287
Depreciation	(14,694)	(9,948)
Restructuring	(14,923)	—
Interest expense	(5,330)	(5,044)
Other income, net	5,099	4,828
Earnings before income taxes	<u>\$ (9,695)</u>	<u>\$ 19,787</u>

**Capital Expenditures**

The following table presents capital expenditures as viewed by the CODM:

	Three Months Ended March 31,	
	2026	2025
(In thousands)		
<b>Capital expenditures:</b>		
U.S.	\$ 13,522	\$ 12,574
International	2,203	—
Total	<u>\$ 15,725</u>	<u>\$ 12,574</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

Asset information at the reportable segment level is not regularly provided to the Company's CODM because the Company manages capital expenditures on a consolidated basis.

**Geographic Information**

Revenue by geography is based on where the customer is located. Geographic information about revenue and long-lived assets is presented below:

	Three Months Ended March 31,	
	2026	2025
(In thousands)		
<b>Revenue:</b>		
United States	\$ 202,493	\$ 212,495
All other countries	35,657	33,418
Total	<u>\$ 238,150</u>	<u>\$ 245,913</u>

  

	March 31, 2026	December 31, 2025
	(In thousands)	
<b>Long-lived assets (excluding goodwill and intangible assets):</b>		
United States	\$ 112,567	\$ 113,647
All other countries	12,139	10,787
Total	<u>\$ 124,706</u>	<u>\$ 124,434</u>

**NOTE 7—INCOME TAXES**

Through March 31, 2025, the Company was included within IAC's tax group for purposes of federal and consolidated state income tax return filings. In the periods through March 31, 2025, the income tax provision and/or benefit has been computed for the Company on an as if standalone, separate return basis and payments to and refunds from IAC for the Company's share of IAC's consolidated federal and state tax return liabilities/receivables calculated on this basis have been reflected within cash flows from operating activities in the consolidated statement of cash flows. The tax sharing agreement between the Company and IAC governs the parties' respective rights, responsibilities and obligations with respect to tax matters, including responsibility for taxes attributable to the Company, entitlement to refunds, allocation of tax attributes and other matters and, therefore, ultimately governs the amount payable to or receivable from IAC with respect to income taxes. Any differences between taxes currently payable to or receivable from IAC under the tax sharing agreement and the current tax provision or benefit computed on an as if standalone, separate return basis for GAAP are reflected as adjustments to additional paid-in capital in the consolidated statement of shareholders' equity and financing activities within the consolidated statement of cash flows. Based on the tax sharing agreement, Angi has a \$11.4 million payable to IAC as of March 31, 2026.

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

For the three months ended March 31, 2026, the Company recorded an income tax benefit of \$0.7 million. The effective income tax rate is lower than the statutory rate of 21% primarily due to \$2.9 million of discrete restructuring tax benefit incurred in Q1 2026.

For the three months ended March 31, 2025, the Company recorded an income tax provision of \$4.7 million which represents an effective income tax rate of 24%. The effective income tax rate is higher than the statutory rate of 21% due primarily to tax shortfalls generated by the vesting of stock-based awards, unbenefited losses, and foreign income taxed at

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

different rates, partially offset by nontaxable cumulative previously recognized stock-based compensation expense related to the IAC restricted stock forfeited by Joseph Levin, former CEO of IAC and current Executive Chairman of Angi, and research credits.

The Company recognizes interest and, if applicable, penalties related to unrecognized tax benefits in the income tax provision. Accruals for interest are not material and there are currently no accruals for penalties.

The Company's income taxes are routinely under audit by federal, state, local and foreign authorities as a result of previously filed separate company and consolidated tax returns with IAC. These audits include questioning the timing and the amount of income and deductions and the allocation of income and deductions among various tax jurisdictions. The Internal Revenue Service has initiated an audit of IAC's federal income tax return for fiscal year ending December 31, 2023, which includes operations of Angi legal entities. The start of this audit has not resulted in any changes to Angi's financial positions. Returns filed in various other jurisdictions are open to examination for tax years beginning with 2016.

At March 31, 2026 and December 31, 2025, the Company has unrecognized tax benefits, including interest, of \$14.3 million and \$14.1 million, respectively. If unrecognized tax benefits at March 31, 2026 are subsequently recognized, the income tax provision would be reduced by \$13.1 million. The comparable amount as of December 31, 2025 is \$12.9 million.

The Company regularly assesses the realizability of deferred tax assets considering all available evidence including, to the extent applicable, the nature, frequency and severity of prior cumulative losses, forecasts of future taxable income, tax filing status, the duration of statutory carryforward periods, available tax planning and historical experience. The Company expects to fully utilize their gross deferred tax assets on a more likely than not basis, except in certain foreign jurisdictions.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

NOTE 8—EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted (loss) earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:

	Three Months Ended March 31,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
(In thousands, except per share data)				
<b>Numerator:</b>				
Net earnings attributable to Angi Inc. Class A and Class B Common Stock shareholders	\$ (8,978)	\$ (8,978)	\$ 15,106	\$ 15,106
<b>Denominator:</b>				
Weighted average basic Class A and Class B common stock shares outstanding	40,152	40,152	49,779	49,779
Dilutive securities <sup>(a) (b)</sup>	—	—	—	685
Denominator for earnings per share—weighted average shares	40,152	40,152	49,779	50,464
<b>Earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:</b>				
(Loss) earnings per share	\$ (0.22)	\$ (0.22)	\$ 0.30	\$ 0.30

(a) If the effect is dilutive, weighted average common shares outstanding include the incremental shares that would be issued upon the assumed exercise of stock options and subsidiary denominated equity and vesting of restricted stock units (“RSUs”) and market-based awards (“MSUs”). For the three months ended March 31, 2026 and 2025, 4.3 million and 1.3 million of potentially dilutive securities, respectively, were excluded from the calculation of diluted earnings per share because their inclusion would have been anti-dilutive.

(b) MSUs and performance-based awards (“PSUs”) are considered contingently issuable shares. Shares issuable upon exercise or vesting of MSUs and PSUs are included in the denominator for earnings per share if (i) the applicable market or performance condition(s) has been met and (ii) the inclusion of the MSUs and PSUs is dilutive for the respective reporting periods. For the three months ended March 31, 2026 and 2025, 0.3 million and 0.3 million underlying MSUs and PSUs, respectively, were excluded from the calculation of diluted earnings per share because the market or performance condition(s) had not been met.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

NOTE 9—FINANCIAL STATEMENT DETAILS

Cash and Cash Equivalents and Restricted Cash

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

	March 31, 2026	December 31, 2025	March 31, 2025	December 31, 2024
	(In thousands)			
Cash and cash equivalents	\$ 244,580	\$ 303,701	\$ 386,564	\$ 416,434
Restricted cash included in other non-current assets	—	—	—	111
Total cash and cash equivalents, and restricted cash as shown on the consolidated statement of cash flows	<u>\$ 244,580</u>	<u>\$ 303,701</u>	<u>\$ 386,564</u>	<u>\$ 416,545</u>

Restricted cash included in “Other non-current assets” in the consolidated balance sheets for all periods presented above primarily consisted of deposits related to leases.

Credit Losses

The following table presents the changes in the allowance for credit losses for the three months ended March 31, 2026 and 2025:

	2026	2025
	(In thousands)	
Balance at January 1	\$ 15,890	\$ 20,504
Current period provision for credit losses	10,338	11,314
Write-offs charged against the allowance for credit loss	(8,513)	(13,851)
Recoveries collected	1,087	1,219
Other	(7)	26
Balance at March 31	<u>\$ 18,795</u>	<u>\$ 19,212</u>

Accumulated Depreciation and Amortization

The following table provides the accumulated depreciation and amortization within the consolidated balance sheet:

Asset Category	March 31, 2026	December 31, 2025
	(In thousands)	
Capitalized software, leasehold improvements, and equipment	\$ 220,152	\$ 222,024
Intangible assets	\$ 80,950	\$ 89,229

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

**Other income, net**

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
Interest income	\$ 2,508	\$ 4,314
Gain on extinguishment of debt	2,739	—
Other	(148)	514
<b>Other income, net</b>	<b>\$ 5,099</b>	<b>\$ 4,828</b>

**NOTE 10—CONTINGENCIES**

In the ordinary course of business, the Company is subject to various lawsuits and other contingent matters. The Company establishes accruals for specific legal and other matters when it determines that the likelihood of an unfavorable outcome is probable and the loss is reasonably estimable. Management has also identified certain legal and other matters where it believes an unfavorable outcome is not probable and, therefore, no accrual is established. Although management currently believes that resolving claims against the Company, including claims where an unfavorable outcome is reasonably possible and for which the Company cannot estimate a loss or range of loss, will not have a material impact on the liquidity, results of operations, or financial condition of the Company, these matters are subject to inherent uncertainties and management's view of these matters may change in the future. The Company also evaluates other contingent matters, including unrecognized tax benefits and non-income tax contingencies, to assess the likelihood of an unfavorable outcome and estimated extent of potential loss. It is possible that an unfavorable outcome of one or more of these lawsuits or other contingencies could have a material impact on the liquidity, results of operations, or financial condition of the Company. See "[Note 7—Income Taxes](#)" for information related to unrecognized tax benefits.

**NOTE 11—RELATED PARTY TRANSACTIONS****Relationship with IAC**

On January 13, 2025, IAC and Joseph Levin, then CEO of IAC and Chairman of Angi, entered into an Employment Transition Agreement (the "Employment Transition Agreement") pursuant to which the employment agreement, by and between Mr. Levin and IAC, dated November 5, 2020 (the "IAC Employment Agreement"), and the Amended and Restated Restricted Stock Agreement, dated June 7, 2021 ("RSA Agreement") were terminated, except certain restrictive covenants under the IAC Employment Agreement survived termination. As a result, the 3.0 million shares of IAC restricted stock granted to Mr. Levin pursuant to the RSA Agreement were forfeited by Mr. Levin. Accordingly, the cumulative stock-based compensation expense of \$10.2 million previously recognized by Angi with respect to the restricted stock was reversed in the three months ended March 31, 2025. The expense recognized by Angi was attributable to the period from October 10, 2022 through April 8, 2024 when Mr. Levin served as CEO of Angi.

Pursuant to the Employment Transition Agreement, IAC also transferred 0.5 million fully vested shares of Class B Common Stock held by IAC to Mr. Levin, and Mr. Levin immediately converted all shares of Class B Common Stock into shares of Class A Common Stock (the "Angi Shares"). Mr. Levin has committed to not transfer or dispose of the Angi Shares prior to the sixth anniversary of March 31, 2025, subject to certain limited exceptions. In connection with the Distribution, on March 31, 2025, Mr. Levin ceased to serve as CEO of IAC and a member of its board of directors and became Executive Chairman of Angi on April 1, 2025.

On March 3, 2025, IAC settled equity awards denominated in shares of one of the Company's subsidiaries in IAC common stock. Pursuant to the terms of the employee matters agreement, the Company reimbursed IAC for the cost of those shares by issuing to IAC 120,350 shares of Class A Common Stock. On March 4, 2025, Angi also canceled equity awards denominated in the shares of one of its subsidiaries and issued 113,823 RSUs to holders of those awards. At March 31, 2026, there were no equity awards denominated in shares of the Company's subsidiaries outstanding.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

The Company subleased office space to IAC and pursuant to a lease agreement charged rent of \$0.1 million for the three months ended March 31, 2025. In May 2025, IAC terminated its sublease of office space from Angi.

IAC also subleased office space to the Company. At March 31, 2025, in connection with the Distribution, Angi terminated its sublease of office space from IAC. Before the sublease was terminated, IAC charged rent pursuant to a lease agreement of \$0.3 million for the three months ended March 31, 2025.

Following the Distribution, IAC is no longer considered a related party, and the relationship between Angi and IAC is governed by a number of agreements. These agreements include: a contribution agreement, a tax sharing agreement, and an employee matters agreement.

In connection with the Distribution, Angi and IAC updated the schedule of services provided under the services agreement to reflect the provision of certain services requested by Angi for an agreed period of time following the Distribution, on terms consistent with the services agreement, including Angi's continued participation in IAC's U.S. health and welfare plans, 401(k) plan and flexible benefits plan until January 1, 2026. Through March 31, 2026 when the services agreement terminated, Angi continued to (i) obtain certain services through contracts that are held in IAC's name and (ii) obtain from IAC certain corporate support services, both of which required that Angi reimburse IAC.

While the employee matters agreement remained in place following the completion of the Distribution, Angi's continued participation in IAC's U.S. health and welfare plans, 401(k) plan and flexible benefits plan is no longer covered by the employee matters agreement upon effectiveness of the Distribution and was covered under the services agreement as described above.

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

### GENERAL

#### Management Overview

Angi Inc. (with its subsidiaries, "Angi," the "Company," "we," "our," or "us") connects quality home professionals ("Pros") with consumers across more than 500 different categories, from repairing and remodeling homes to cleaning and landscaping. There were approximately 105,000 Average Monthly Active Pros (as defined below) in the U.S. during the three months ended March 31, 2026. Additionally, consumers turned to at least one of our businesses to find a Pro for approximately 16 million projects during the twelve months ended March 31, 2026.

During the first quarter of 2025, the Company updated its segment reporting structure from "Ads and Leads", "Services", and "International" to "Domestic" and "International" to better reflect how it manages its business and how management evaluates performance and allocates resources. During the fourth quarter of 2025, the Company changed the name of its "Domestic" segment to "U.S." segment. The change reflects an updated naming convention and did not result in any change to the composition of the segment or how the Company evaluates its performance in the current year as well as prior periods. The naming convention for prior periods has been conformed to the current period. The change had no impact on the Company's consolidated financial statements. As a result of these updates, the Company now has the following two operating segments: (i) U.S. and (ii) International (consisting of businesses in Europe and Canada). The Company continues to operate under multiple brands including Angi, Angie's List, HomeAdvisor, and Handy.

In the United States, the Company provides Pros the capability to engage with potential customers, including quoting and invoicing services, and provides consumers with tools and resources to help them find local, pre-screened, and customer-rated Pros nationwide for home repair, maintenance, and improvement projects. Consumers can also request household services directly through the Angi platform, and such requests are fulfilled by independently established Pros engaged in a trade, occupation, and/or business that customarily provides such services. Matching service, booking of pre-priced services, and related tools and directories are provided to consumers free of charge upon registration. The Company also owns marketplaces in Austria, Canada, France, Germany, Italy, the Netherlands, and the UK, which provide Pros the ability to engage with potential customers and consumers the ability to engage with the Pros they need.

For a more detailed description of the Company's operating businesses, see "Description of Our Businesses" included in "Item 1—Business" to the Company's Annual Report on Form 10-K for the year ended December 31, 2025 (the "Annual Report").

#### Distribution

On March 31, 2025, IAC Inc. ("IAC") completed the spin-off of its ownership in the Company through a special dividend of the common stock of the Company owned by IAC to the holders of IAC common stock and IAC Class B common stock (the "Distribution"). Prior to the effective time of the Distribution, IAC voluntarily converted all of the shares of our Class B Common Stock that it owned to shares of Class A Common Stock. As a result of this conversion, there are no longer any shares of our Class B Common Stock outstanding. After completion of the Distribution, IAC has no ownership in the Company, there are no shares of Class B Common Stock outstanding, and the only class of Angi capital stock with shares outstanding is Class A Common Stock.

#### Defined Terms and Operating Metrics:

Unless otherwise indicated or as the context otherwise requires, certain terms used in this quarterly report on Form 10-Q (this "Quarterly Report"), which include the principal operating metrics we use in managing our business, are defined below:

- **U.S. Revenue** – primarily comprised of revenue generated within the U.S. segment, including Lead revenue for consumer matches, revenue from Pros under contract for advertising, membership subscription revenue from Pros and consumers, and revenue from pre-priced offerings by which the consumer requests services through a Company platform and the Company connects them with a Pro to perform the service.
- **International Revenue** – comprised of revenue generated within the International segment (consisting of businesses in Europe and Canada), including Lead revenue for consumer matches and membership subscription revenue from Pros.

- **Proprietary Revenue** – the portion of U.S. Revenue allocated to Proprietary channels, calculated based on the proportionate share of Leads originating from Proprietary channels in the period.
- **Network Revenue** – the portion of U.S. Revenue allocated to Network channels, calculated based on the proportionate share of Leads originating from Network channels in the period.
- **Service Requests** – requests for connections with Pros in the period, which include pre-priced offerings and indications of interest expressed on a Pro profile.
- **Leads** – connections between consumers and Pros resulting from a Service Request in the period, including the completion of a job related to a pre-priced offering; a single Service Request can result in multiple Leads.
- **Proprietary** – refers to sources of Service Requests in which consumers go through an Angi proprietary user experience or a retail partner experience.
- **Network** – refers to sources of Service Requests in which consumers are presented with Angi Pros through a third party website experience.
- **Acquired Pros** – new Pros onboarded onto the Angi platform and eligible to receive Leads in the period.
- **Average Monthly Active Pros** – the average number of Pros per month that (i) received Leads, (ii) were presented on a Service Request where they agreed to receive a Lead if selected, (iii) requested to be connected to a consumer on a Service Request, or (iv) accepted an offer to complete a pre-priced Service Request.
- **ANGI Group Senior Notes** – on August 20, 2020, ANGI Group, LLC (“ANGI Group”), a direct wholly-owned subsidiary of the Company, issued \$500.0 million of its 3.875% Senior Notes due August 15, 2028, with interest payable February 15 and August 15 of each year.
- **Revolving Facility** – a senior secured revolving facility of ANGI Group in an aggregate principal amount of \$175.0 million, including a letter of credit sublimit of up to \$25.0 million.

## Components of Results of Operations

### Cost of Revenue and Gross Profit

- **Cost of revenue** – excludes depreciation, consists primarily of (i) credit card processing fees, (ii) hosting fees, (iii) payments made to independent third-party Pros who perform work, and (iv) sales tax.
- **Gross profit** – revenue less cost of revenue. Gross margin is gross profit expressed as a percentage of revenue.

### Operating Costs and Expenses:

- **Selling and marketing expense** – consists primarily of (i) advertising expenditures, which include marketing fees to promote the brand to consumers and Pros with (a) online marketing, including fees paid to search engines and other online marketing platforms, partners who direct traffic to our brands, and app platforms, and (b) offline marketing, which is primarily television and radio advertising, (ii) compensation expense (including stock-based compensation expense) and other employee-related costs for our sales and marketing personnel, (iii) service guarantee expense, (iv) software license and maintenance costs, and (v) outsourced personnel costs.
- **General and administrative expense** – consists primarily of (i) compensation expense (including stock-based compensation expense) and other employee-related costs for personnel engaged in executive management, finance, legal, tax, human resources, and customer service functions, (ii) provision for credit losses, (iii) software license and maintenance costs, (iv) outsourced personnel costs for personnel engaged in assisting in customer service functions, (v) fees for professional services, and (vi) rent expense and facilities costs (including impairments of right-of-use assets). Our customer service function includes personnel who provide support to our Pros and consumers.
- **Product development expense** – consists primarily of (i) compensation expense (including stock-based compensation expense) and other employee-related costs that are not capitalized for personnel engaged in the design,

development, testing, and enhancement of product offerings and related technology, (ii) software license and maintenance costs, and (iii) outsourced personnel costs for personnel engaged in product development.

- **Restructuring** – consists primarily of charges associated with a formal restructuring plan that are related to workforce reductions.

**Non-GAAP financial measure**

**Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization (“Adjusted EBITDA”)** is a non-GAAP financial measure. See [“Principles of Financial Reporting”](#) for the definition of Adjusted EBITDA and required non-GAAP reconciliations.

**Results of Operations for the three months ended March 31, 2026 compared to the three months ended March 31, 2025**

The following discussion should be read in conjunction with “[Item 1—Consolidated Financial Statements](#).” Included below are year-over-year comparisons between the three months ended March 31, 2026 and the three months ended March 31, 2025 reflecting our updated segment structure. See “[Note 1—The Company and Summary of Significant Accounting Policies](#)” for details regarding our segment change.

**Revenue**

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
(Dollars in thousands)				
<b>U.S.</b>				
Lead revenue	\$ 184,432	\$ 115,389	\$ 69,043	60%
Advertising revenue	(46)	71,646	(71,692)	NM
Services revenue	12,782	16,911	(4,129)	(24)%
Membership subscription revenue	5,302	8,562	(3,260)	(38)%
Other revenue	28	47	(19)	(40)%
<b>Total U.S. Revenue</b>	<b>202,498</b>	<b>212,555</b>	<b>(10,057)</b>	<b>(5)%</b>
<b>International Revenue</b>	<b>35,652</b>	<b>33,358</b>	<b>2,294</b>	<b>7%</b>
<b>Total revenue</b>	<b>\$ 238,150</b>	<b>\$ 245,913</b>	<b>\$ (7,763)</b>	<b>(3)%</b>

**Percentage of Total Revenue:**

U.S.	85 %	86 %
International	15 %	14 %
<b>Total revenue</b>	<b>100 %</b>	<b>100 %</b>

	Three Months Ended March 31,			
	2026	2025	Change	% Change
(In thousands, rounding differences may occur)				

**U.S. Operating metrics:**

<b>Service Requests</b>				
Proprietary	3,254	2,773	481	17%
Network	267	588	(321)	(55)%
<b>Total</b>	<b>3,521</b>	<b>3,361</b>	<b>160</b>	<b>5%</b>
<b>Leads</b>				
Proprietary	4,048	3,590	458	13%
Network	374	812	(438)	(54)%
<b>Total</b>	<b>4,423</b>	<b>4,402</b>	<b>21</b>	<b>—%</b>
Proprietary Revenue	\$ 185,355	\$ 173,351	\$ 12,004	7%
Network Revenue	\$ 17,143	\$ 39,204	\$ (22,061)	(56)%

	Three Months Ended March 31,			
	2026	2025	Change	% Change
(In thousands)				

**U.S. Pro metrics:**

Acquired Pros	23	24	(1)	(2)%
Average Monthly Active Pros	105	134	(29)	(22)%

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

U.S. Revenue decreased 5%, due primarily to a 56% decrease in Network Revenue, reflecting the continued shift in consumer traffic following the homeowner choice transition implemented in January 2025, partially offset by a 7% increase in Proprietary Revenue driven by increased advertising investment in paid Proprietary marketing channels.

International Revenue increased 7%, driven primarily by stronger Euro and British Pound foreign exchange rates relative to the U.S. Dollar.

### Cost of revenue

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Cost of revenue (exclusive of depreciation shown separately below)	\$ 9,693	\$ 13,015	\$ (3,322)	(26)%
As a percentage of revenue	4%	5%		

For the three months ended March 31, 2026 compared to the three months ended March 31, 2025

U.S. cost of revenue decreased \$3.8 million, or 31%, and decreased as a percentage of revenue by 2%, due primarily to decreases of \$1.6 million in hosting fees and \$1.4 million in sales tax expense.

### Gross profit

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Revenue	\$ 238,150	\$ 245,913	\$ (7,763)	(3)%
Cost of revenue (exclusive of depreciation shown separately below)	9,693	13,015	(3,322)	(26)%
Gross profit	<u>\$ 228,457</u>	<u>\$ 232,898</u>	<u>\$ (4,441)</u>	(2)%
Gross margin	96%	95%		1%

For the three months ended March 31, 2026 compared to the three months ended March 31, 2025

Gross profit decreased \$4.4 million, or 2%, due primarily to the decrease in revenue partially offset by the decrease in cost of revenue as described above.

### Selling and marketing expense

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Selling and marketing expense	\$ 139,933	\$ 118,541	\$ 21,392	18%
As a percentage of revenue	59%	48%		

For the three months ended March 31, 2026 compared to the three months ended March 31, 2025

U.S. selling and marketing expense increased \$16.1 million, or 15%, due primarily to an increase in advertising expense of \$30.4 million, partially offset by decreases in compensation expense of \$12.2 million, service guarantee expense of \$1.6 million, and software maintenance costs of \$0.4 million. The increase in advertising expense reflects higher investment in television and online advertising to drive Proprietary channel service request volume. The decrease in compensation expense reflects headcount reductions. The decrease in service guarantee expense reflects lower revenue from guaranteed service jobs, and the decrease in software maintenance costs reflects the rationalization of software vendor contracts following the January 2026 restructuring.

International selling and marketing expense increased \$5.3 million, or 54%, due primarily to an increase in advertising expense of \$4.5 million due to higher television advertising spend.

### General and administrative expense

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
General and administrative expense	\$ 57,931	\$ 57,319	\$ 612	1%
As a percentage of revenue	24%	23%		

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

U.S. general and administrative expense increased \$0.6 million, or 1%, due primarily to an increase of \$5.4 million in compensation expense, partially offset by decreases in the provision for credit losses of \$1.6 million, third-party wages of \$1.3 million, legal settlement expense of \$0.9 million, corporate shared service expense of \$0.6 million, and lease expense of \$0.4 million. The increase in compensation expense was primarily due to a reversal of previously recognized stock-based compensation expense related to IAC restricted stock forfeited by Joseph Levin, former CEO of IAC and current Executive Chairman of Angi, in the first quarter of 2025. The decrease in the provision for credit losses was primarily due to lower revenue and improved collection rates. The decrease in third-party wages was primarily due to reduced costs related to customer support services. The decrease in legal settlement expense was primarily due to decreases in settlement accruals. The decrease in shared service allocation expense was due to the spin-off of the Company from IAC on March 31, 2025. The decrease in lease expense was primarily due to the Company's reduction of its real estate footprint.

#### ***Product development expense***

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Product development expense	\$ 10,440	\$ 27,087	\$ (16,647)	(61)%
As a percentage of revenue	4%	11%		

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

Product development expense decreased \$16.6 million, or 61%, due primarily to the reduction of the Company's global workforce by approximately 350 employees in order to reduce operating expenses and optimize the organizational structure in support of long-term growth. Refer to "[Note 3—Restructuring](#)" for a summary of the activities related to restructuring for the three months ended March 31, 2026.

#### ***Depreciation***

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Depreciation	\$ 14,694	\$ 9,948	\$ 4,746	48%
As a percentage of revenue	6%	4%		

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

Depreciation increased \$4.7 million, or 48%, due primarily to the increase in the Company's capitalized software spend over the prior fiscal year.

**Restructuring**

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Restructuring	\$ 14,923	\$ —	\$ 14,923	NM
As a percentage of revenue	6%	—%		

NM = Not meaningful

Restructuring increased \$14.9 million, due to a reduction of the Company's global workforce by approximately 350 employees in order to reduce operating expenses and optimize the organizational structure in support of long-term growth. Refer to "[Note 3—Restructuring](#)" for a summary of the activities related to restructuring for the three months ended March 31, 2026.

### Operating income

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
U.S.	\$ (11,227)	\$ 13,957	\$ (25,184)	NM
International	1,763	6,046	(4,283)	(71)%
Total	\$ (9,464)	\$ 20,003	\$ (29,467)	NM
As a percentage of revenue	(4)%	8%		

For the three months ended March 31, 2026 compared to the three months ended March 31, 2025

Operating income decreased for the three months ended March 31, 2026, compared to the three months ended March 31, 2025, due primarily to the factors described above in the cost of revenue, selling and marketing, general and administrative, product development, depreciation, and restructuring expense discussions.

At March 31, 2026, there was \$29.9 million of unrecognized compensation cost, net of estimated forfeitures, related to all equity-based awards, which is expected to be recognized over a weighted average period of approximately 2.0 years.

### Adjusted EBITDA

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
U.S.	\$ 15,116	\$ 21,566	\$ (6,450)	(30)%
International	7,789	6,098	1,691	28%
Total	\$ 22,905	\$ 27,664	\$ (4,759)	(17)%
As a percentage of revenue	10%	11%		

See "[Principles of Financial Reporting](#)" for the definition of Adjusted EBITDA and required non-GAAP reconciliations.

For the three months ended March 31, 2026 compared to the three months ended March 31, 2025

U.S. Adjusted EBITDA decreased \$6.5 million, or 30%, to \$15.1 million, and decreased as a percentage of revenue. The decrease was primarily driven by an increase in advertising spend as the Company prioritized investment in Proprietary channels, along with a decline in legacy Network Revenue. These factors were partially offset by lower product development expense resulting from the reduction of the Company's global workforce.

International Adjusted EBITDA increased \$1.7 million, or 28%, to \$7.8 million, and increased as a percentage of revenue. The increase was primarily driven by an increase in revenue and lower product development expense due to the reduction of the Company's global workforce, partially offset by higher selling and marketing expense due to an increase in advertising expense.

### Interest expense

Interest expense relates to interest on the ANGI Group Senior Notes.

For a detailed description of long-term debt, net, see "[Note 4—Long-term Debt](#)" to the financial statements included in

[“Item 1—Consolidated Financial Statements.”](#)

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(In thousands)			
Interest expense	\$ (5,330)	\$ (5,044)	\$ 286	6%

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

Interest expense in the three months ended March 31, 2026, increased by \$0.3 million, or 6%, compared to the three months ended March 31, 2025.

**Other income, net**

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(In thousands)			
Other income, net	\$ 5,099	\$ 4,828	\$ 271	6%

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

Other income, net, increased for the three months ended March 31, 2026 by \$0.3 million or 6% due primarily to a gain on extinguishment of debt of \$2.7 million, partially offset by a decrease of \$1.8 million in interest income and an increase of \$0.7 million in foreign exchange losses.

**Income tax provision**

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(Dollars in thousands)			
Income tax benefit (provision)	\$ 717	\$ (4,681)	\$ 5,398	NM
Effective income tax rate	7%	24%		

For further details of income tax matters, see [“Note 7—Income Taxes”](#) to the financial statements included in [“Item 1. Consolidated Financial Statements.”](#)

*For the three months ended March 31, 2026 compared to the three months ended March 31, 2025*

For the three months ended March 31, 2026, the Company recorded an income tax benefit of \$0.7 million. The effective income tax rate is lower than the statutory rate of 21% primarily due to \$2.9 million of discrete restructuring tax benefit incurred in Q1 2026.

In 2025, the effective income tax rate is higher than the statutory rate of 21% due primarily to tax shortfalls generated by the vesting of stock-based awards, unbenefited losses, and foreign income taxed at different rates, partially offset by nontaxable cumulative previously recognized stock-based compensation expense related to the IAC restricted stock forfeited by Joseph Levin, former CEO of IAC and current Executive Chairman of Angi, and research credits.

## PRINCIPLES OF FINANCIAL REPORTING

We report Adjusted EBITDA as a supplemental measure to U.S. generally accepted accounting principles (“GAAP”). This measure is considered a primary segment measure of profitability and one of the metrics by which we evaluate the performance of our businesses, and on which our internal budgets are based and may also impact management compensation. We believe that investors should have access to, and we are obligated to provide, the same set of tools that we use in analyzing our results. This non-GAAP measure should be considered in addition to results prepared in accordance with GAAP, but should not be considered a substitute for or superior to GAAP results. We endeavor to compensate for the limitations of the non-GAAP measure presented by providing the comparable GAAP measure with equal or greater prominence and descriptions of the reconciling items, including quantifying such items, to derive the non-GAAP measure. We encourage investors to examine the reconciling adjustments between the GAAP and non-GAAP measure, which we discuss below.

### Definition of Non-GAAP Measure

*Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization (“Adjusted EBITDA”)* is defined as operating income excluding: (1) stock-based compensation expense; (2) depreciation; (3) acquisition-related items consisting of amortization of intangible assets and impairments of goodwill and intangible assets, if applicable; and (4) restructuring. The Company believes this measure is useful for analysts and investors as this measure allows a more meaningful comparison between its performance and that of its competitors. Adjusted EBITDA has certain limitations because it excludes the impact of these expenses.

### Non-Cash Expenses That Are Excluded from Our Non-GAAP Measure

*Stock-based compensation expense* consists of expense associated with the grants, including unvested grants assumed in acquisitions, of stock appreciation rights, restricted stock units (“RSUs”), stock options, performance-based RSUs (“PSUs”), and market-based awards. These expenses are not paid in cash and we view the economic costs of stock-based awards to be the dilution to our share base; we also include the related shares in our fully diluted shares outstanding for GAAP earnings per share using the treasury stock method. PSUs and market-based awards are included only to the extent the applicable performance or market condition(s) have been met (assuming the end of the reporting period is the end of the contingency period). The Company is currently settling all stock-based awards on a net basis and remits the required tax-withholding amounts from its current funds.

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

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

*Restructuring* are costs associated with a formal restructuring plan that are primarily related to workforce reductions. The Company excludes these expenses because they are not reflective of ordinary course ongoing business and operating results.

The following tables reconcile net earnings attributable to Angi shareholders to Adjusted EBITDA for the Company's reportable segments and net earnings (loss) attributable to Angi shareholders:

**Three Months Ended March 31, 2026**

	<b>Operating Income</b>	<b>Stock-Based Compensation Expense</b>	<b>Depreciation</b>	<b>Restructuring</b>	<b>Adjusted EBITDA</b>
	<b>(In thousands)</b>				
U.S.	\$ (11,227)	\$ 2,208	\$ 14,312	\$ 9,823	\$ 15,116
International	1,763	544	382	5,100	7,789
<b>Total</b>	<b>\$ (9,464)</b>	<b>\$ 2,752</b>	<b>\$ 14,694</b>	<b>\$ 14,923</b>	<b>\$ 22,905</b>
Interest expense	(5,330)				
Other income, net	5,099				
Earnings before income taxes	(9,695)				
Income tax provision	717				
Net earnings attributable to Angi Inc. shareholders	<u>\$ (8,978)</u>				

**Three Months Ended March 31, 2025**

	<b>Operating Income</b>	<b>Stock-Based Compensation Expense</b>	<b>Depreciation</b>	<b>Restructuring</b>	<b>Adjusted EBITDA</b>
	<b>(In thousands)</b>				
U.S.	\$ 13,957	\$ (2,295)	\$ 9,904	\$ —	\$ 21,566
International	6,046	8	44	—	6,098
<b>Total</b>	<b>\$ 20,003</b>	<b>\$ (2,287)</b>	<b>\$ 9,948</b>	<b>\$ —</b>	<b>\$ 27,664</b>
Interest expense	(5,044)				
Other income, net	4,828				
Earnings before income taxes	19,787				
Income tax provision	(4,681)				
Net earnings attributable to Angi Inc. shareholders	<u>\$ 15,106</u>				

## FINANCIAL POSITION, LIQUIDITY, AND CAPITAL RESOURCES

### Financial Position

	March 31, 2026	December 31, 2025
	(In thousands)	
<b>Cash and cash equivalents:</b>		
United States	\$ 239,026	\$ 296,283
All other countries	5,554	7,418
<b>Total cash and cash equivalents</b>	<b>\$ 244,580</b>	<b>\$ 303,701</b>
<b>Long-term debt:</b>		
ANGI Group Senior Notes	\$ 473,400	\$ 500,000
Less: unamortized debt issuance costs	2,011	2,333
<b>Total long-term debt, net</b>	<b>\$ 471,389</b>	<b>\$ 497,667</b>

At March 31, 2026, all of the Company's international cash can be repatriated without significant consequences.

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

### Cash Flow Information

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

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
<b>Net cash provided by (used in):</b>		
Operating activities	\$ (17,903)	\$ (3,113)
Investing activities	\$ (15,693)	\$ (12,499)
Financing activities	\$ (25,542)	\$ (14,343)

Net cash provided by operating activities consists of earnings adjusted for non-cash items and the effect of changes in working capital. Non-cash adjustments include depreciation, provision for credit losses, stock-based compensation expense, non-cash lease expense (including impairment of right-of-use assets), deferred income taxes, and amortization of intangibles.

### 2026

Adjustments to net earnings consist primarily of \$14.7 million of depreciation, \$10.3 million of provision for credit losses, \$2.8 million of stock-based compensation expense, and \$1.9 million of non-cash lease expense, partially offset by a \$2.7 million net gain of extinguishment of debt. The decrease in cash from changes in working capital consists primarily of a decrease of \$16.3 million in accounts payable and other liabilities, an increase in accounts receivable, net, of \$4.5 million which includes the non-cash impact from the provision for credit losses and excludes foreign currency impact of \$0.1 million, a decrease of \$3.5 million in operating lease liabilities, a decrease of \$2.0 million in income taxes payable and receivable, a decrease of \$1.1 million in deferred revenue, partially offset by a decrease of \$0.9 million in other assets. The decrease in accounts payable and other liabilities was due primarily to payments of compensation previously accrued and interest. The increase in accounts receivable was due primarily to timing of cash receipts. The decrease in operating lease liabilities was due to cash payments on leases net of interest accretion. The decrease in deferred revenue was due primarily to lower memberships. The decrease in other assets was due primarily to the amortization of prepaid balances in excess of new prepayments made during the period.

Net cash used in investing activities includes capital expenditures of \$15.7 million primarily related to investments in capitalized software to support the Company's products and services.

Net cash used in financing activities includes \$23.7 million for the repurchase of ANGI Group Senior Notes and \$1.8 million for the payment of withholding taxes on behalf of employees for stock-based awards that were net settled.

## 2025

Adjustments to net earnings consist primarily of \$11.3 million of provision for credit losses, \$9.9 million of depreciation, \$2.7 million of deferred income taxes, \$1.8 million of non-cash lease expense, and \$(2.3) million of stock-based compensation expense. The decrease from changes in working capital consists primarily of a decrease of \$20.4 million in accounts payable and other liabilities, an increase of \$14.8 million in accounts receivable, a decrease of \$6.7 million in deferred revenue, and a decrease of \$3.3 million in operating lease liabilities, partially offset by a decrease of \$2.5 million in other assets. The decrease in accounts payable and other liabilities is due primarily to payments for accrued compensation, partially offset by the timing of payments. The increase in accounts receivable is due primarily to timing of cash receipts. The decrease in deferred revenue is due primarily to a decrease in advertising sales and lower memberships. The decrease in operating lease liabilities is due to cash payments on leases net of interest accretion. The decrease in other assets is due to lower capitalized sales commissions which were impacted by a reduction in the size of the sales force, a larger portion of sales commissions being expensed rather than capitalized in the period, and a shift to annual bonuses for roles that previously received commissions, partially offset by an increase in prepaid assets due to the timing of invoices.

Net cash used in investing activities includes capital expenditures of \$12.6 million primarily related to investments in capitalized software to support the Company's products and services.

Net cash used in financing activities includes \$9.8 million for the repurchase of 0.6 million shares of the Company's Class A Common Stock, on a settlement date basis, at an average price of \$16.53 per share and \$4.5 million for the payment of withholding taxes on behalf of employees for stock-based awards that were net settled.

## Liquidity and Capital Resources

### *Debt*

As of December 31, 2025, we had \$500.0 million aggregate principal amount of 3.875% senior notes due August 15, 2028 (the "ANGI Group Senior Notes"). During the first quarter of 2026, ANGI Group repurchased a portion of the outstanding principal amount of ANGI Group Senior Notes as further described below. Interest on the ANGI Group Senior Notes is paid semi-annually in arrears on February 15 and August 15 of each year. In December 2025, ANGI Group amended the indenture governing the ANGI Group Senior Notes to add certain U.S. subsidiaries of ANGI Group that are guarantors under the Credit Agreement (defined below) as additional guarantors under such indenture.

In November 2025, ANGI Group entered into a credit agreement (the "Credit Agreement"), with the lenders and issuing lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, providing for a senior secured revolving facility in an aggregate principal amount of \$175.0 million, including a letter of credit sublimit of up to \$25.0 million (the "Revolving Facility"). The Revolving Facility matures on November 6, 2030, provided that the maturity date shall at all times be no later than the 91st day prior to the maturity date of the ANGI Group Senior Notes. As of March 31, 2026, there were no outstanding borrowings under the Revolving Facility. For additional details, see "[Note 4—Long-term Debt](#)" to the consolidated financial statements included in "[Item 1. Consolidated Financial Statements](#)."

### *Debt Repurchase Activity*

During the first quarter of 2026, ANGI Group repurchased a total of \$26.6 million aggregate principal amount of the ANGI Group Senior Notes for total cash consideration, including \$0.1 million of accrued and unpaid interest, of \$23.9 million. The repurchases of the ANGI Group Senior Notes in the first quarter of 2026 resulted in an aggregate net gain of extinguishment of debt of \$2.7 million, which is included in other income, net in the consolidated statement of operations for the three months ended March 31, 2026.

### *Contractual Obligations*

As of March 31, 2026, there were no material changes outside the ordinary course of business to the Company's contractual obligations disclosures as of December 31, 2025, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

### ***Capital Expenditures***

The Company's 2026 capital expenditures are expected to be consistent with 2025 capital expenditures of \$59.6 million.

### ***Liquidity Assessment***

The Company's liquidity could be negatively affected by a decrease in demand for its products and services due to economic or other factors.

The Company believes its existing cash, cash equivalents, expected positive cash flows generated from operations, and if necessary, our borrowing capacity under the Revolving Facility, will be sufficient to fund its normal operating requirements, including capital expenditures, debt service, the payment of withholding taxes paid on behalf of employees for net-settled stock-based awards, and investing and other commitments, for the next twelve months. The Company may consider additional forms of liquidity. These forms of liquidity could subject us to operating and financial covenants that may restrict our business activities, including the incurrence of additional indebtedness, investments and certain payments. From time to time, we may also elect to raise additional capital through the sale of additional equity or debt financing to fund business activities such as strategic acquisitions, share repurchases, or other purposes.

Additional financing may not be available on terms favorable to the Company or at all, and may also be impacted by any disruptions in the financial markets. In addition, the Company's existing indebtedness could limit its ability to obtain additional financing.

## **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

Management of the Company is required to make certain estimates, judgments, and assumptions during the preparation of its consolidated financial statements in accordance with GAAP. These estimates, judgments, and assumptions impact the reported amount of assets, liabilities, revenue and expenses and the related disclosure of assets and liabilities. Actual results could differ from these estimates. Because of the size of the financial statement elements to which they relate, some of our accounting policies and estimates have a more significant impact on our financial statements than others. Our significant accounting policies are described in [Note 1—The Company and Summary of Significant Accounting Policies](#) to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q and in the notes to the consolidated financial statements included in Part II, Item 8 of the Annual Report. There have been no material changes to our critical accounting estimates since our Annual Report.

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

During the three months ended March 31, 2026, there have been no material changes to the Company's instruments or positions that are sensitive to market risk since the disclosure in our Annual Report on Form 10-K for the year ended December 31, 2025.

**Item 4. Controls and Procedures**

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), conducted an evaluation, as of the end of the period covered by this Quarterly Report, of the effectiveness of the Company’s disclosure controls and procedures as defined by Rule 13a-15(e) under the Exchange Act. Based on this evaluation, our CEO and CFO concluded that the Company’s disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report.

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

During the three months ended March 31, 2026, there have been no changes to our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Our management, including our CEO and CFO, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the organization have been detected. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

## PART II

### OTHER INFORMATION

#### Item 1. *Legal Proceedings*

##### Overview

In the ordinary course of business, the Company and its subsidiaries are (or may become) parties to claims, suits, regulatory and government investigations, and other proceedings involving property, personal injury, intellectual property, privacy, tax, labor and employment, competition, commercial disputes, consumer protection and other claims, as well as stockholder derivative actions, class action lawsuits and other matters. Such claims, suits, regulatory and government investigations, and other proceedings could result in fines, civil or criminal penalties, or other adverse consequences. The amounts that may be recovered in such matters may be subject to insurance coverage. Although the results of legal proceedings and claims cannot be predicted with certainty, neither the Company nor any of its subsidiaries is currently a party to any legal proceedings the outcome of which, we believe, if determined adversely to us, would individually or in the aggregate have a material adverse effect on our business, financial condition or results of operations. However, the outcome of such matters is inherently unpredictable and subject to significant uncertainties.

Rules of the SEC require the description of material pending legal proceedings (other than ordinary, routine litigation incident to the registrant's business) and advise that proceedings ordinarily need not be described if they primarily involve damages claims for amounts (exclusive of interest and costs) not exceeding 10% of the current assets of the registrant and its subsidiaries on a consolidated basis. In the judgment of Company management, none of the pending litigation matters, which we are defending, involves or is likely to involve amounts of that magnitude.

#### Item 1A. *Risk Factors*

This Quarterly Report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. The use of words such as "anticipates," "estimates," "expects," "plans," "intends," "will," "may", "could" and "believes," among similar expressions, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to our future business, financial condition, results of operations and financial performance, our business prospects and strategy, future financing arrangements, our expectations regarding share repurchases, trends in the home services industry and other similar matters. These forward-looking statements are based on the expectations and assumptions of our management about future events as of the date of this report, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict.

Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others: (i) the continued migration of the home services market online, (ii) our ability to market our various products and services in a successful and cost-effective manner, (iii) the continued display of links to websites offering our products and services in a prominent manner in search results, (iv) our ability to expand our pre-priced offerings while balancing the overall mix of service requests and directory services on Angi platforms, (v) our ability to establish and maintain relationships with quality and trustworthy Pros, (vi) our continued ability to develop and monetize versions of our products and services for mobile and other digital devices, (vii) our ability to access, share and use personal data about consumers, (viii) our continued ability to communicate with consumers and Pros via e-mail (or other sufficient means), (ix) our ability to continue to generate leads for Pros given changing requirements applicable to certain communications with consumers, (x) any challenge to the contractor classification or employment status of our Pros, (xi) our ability to compete, (xii) adverse economic events or trends (particularly those that impact consumer confidence and spending behavior), (xiii) our ability to maintain and/or enhance our various brands, (xiv) our ability to protect our systems, technology and infrastructure from cyberattacks and to protect personal and confidential user information (including credit card information), as well as the impact of cyberattacks experienced by third parties, (xv) the occurrence of data security breaches and/or fraud, (xvi) increased liabilities and costs related to the processing, storage, use and disclosure of personal and confidential user information, (xvii) the integrity, quality, efficiency and scalability of our systems, technology and infrastructures (and those of third parties with whom we do business), (xviii) changes in key personnel, (xix) our development and use of AI and machine learning technologies and the related legal and regulatory developments, (xx) various risks related to our relationship with IAC following the Distribution, (xxi) our ability to generate sufficient cash to service our indebtedness, (xxii) the impact of our current and future indebtedness on our ability to obtain additional financing and pursue other business opportunities and (xxiii) certain risks related to ownership of our Class A Common Stock.

Certain of these and other risks and uncertainties are discussed in our filings with the SEC, including in "Item 1A—Risk Factors" of our Annual Report. Other unknown or unpredictable factors that could also adversely affect our business, financial

condition and operating results may arise from time to time. In light of these risks and uncertainties, the forward-looking statements discussed in this Quarterly Report may not prove to be accurate. Accordingly, you should not place undue reliance on these forward-looking statements, which only reflect the views of Company management as of the date of this Quarterly Report. We do not undertake to update these forward-looking statements.

There have been no material changes to the risk factors disclosed in “Item 1A—Risk Factors” of our Annual Report. In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors discussed under “Item 1A—Risk Factors” of our Annual Report, any or all of which could materially and adversely affect the Company’s business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect the Company’s business, financial condition and/or results of operations.

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

**Unregistered Sales of Equity Securities**

The Company did not issue or sell any shares of its common stock or any other equity securities pursuant to unregistered transactions during the three months ended March 31, 2026.

**Issuer Purchases of Equity Securities**

None.

**Item 5. Other Information**

***Rule 10b5-1 Trading Plans***

During our last fiscal quarter, the following officer, as defined in Rule 16a-1(f), adopted a “Rule 10b5-1 trading arrangement” as defined in Regulation S-K Item 408, as follows:

On March 6, 2026, Bailey Carson, who served as our Chief Operating Officer until May 1, 2026, adopted a Rule 10b5-1 trading arrangement providing for the sale from time to time of (i) up to 19,100 shares of Class A Common Stock and (ii) up to 100% of the shares of Class A Common Stock issued upon the settlement of 14,218 outstanding RSUs, net of shares withheld to cover tax obligations in connection with the vesting and settlement of such RSUs. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is until April 16, 2027, subject to early termination for certain specified events set forth in the trading arrangement.

No other officers, as defined in Rule 16a-1(f), or directors adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement,” as defined in Regulation S-K Item 408, during the three months ended March 31, 2026.

***Amendment to Bylaws***

Because we are filing this Quarterly Report on Form 10-Q within four business days after the triggering event, we are making the following disclosure under this Part II, Item 5 instead of filing a Current Report on Form 8-K under Item 5.03. Amendments to Articles of Incorporation or Bylaws; Changes in Fiscal Year.

On April 30, 2026, our Board of Directors approved an amendment to our Amended and Restated Bylaws, effective as of that date, to remedy an inadvertent inconsistency between our Amended and Restated Bylaws and our Amended and Restated Certificate of Incorporation. Specifically, the amendment to the Bylaws amends Article II, Section 11 to provide that action by stockholders must be taken at a meeting and not by written consent without a meeting, which is consistent with Article XIV of our Amended and Restated Certificate of Incorporation.

The foregoing description of the amendment is qualified in its entirety by reference to the text of our Amended and Restated Bylaws, as amended for the changes to Article II, Section 11, a copy of which is attached hereto as Exhibit 3.7 and is incorporated herein by reference.

**Item 6. Exhibits**

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

<b>Exhibit Number</b>	<b>Description</b>	<b>Location</b>
3.1	Amended and Restated Certificate of Incorporation of Angi Inc.	<a href="#">Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2024.</a>
3.2	Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc.	<a href="#">Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on October 2, 2017.</a>
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc. (effective as of March 17, 2021).	<a href="#">Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 17, 2021.</a>
3.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of June 13, 2024).	<a href="#">Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on June 14, 2024</a>
3.5	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of March 21, 2025).	<a href="#">Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 24, 2025</a>
3.6	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of March 31, 2025).	<a href="#">Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on April 1, 2025.</a>
<a href="#">3.7</a>	Amended and Restated Bylaws (as amended April 30, 2026). <sup>(2)</sup>	
<a href="#">10.1</a>	Employment Agreement between Julie Hoarau and Angi Inc., dated as of March 11, 2026. <sup>(1)(2)</sup>	
<a href="#">31.1</a>	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. <sup>(2)</sup>	
<a href="#">31.2</a>	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. <sup>(2)</sup>	
<a href="#">32.1</a>	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. <sup>(3)</sup>	
<a href="#">32.2</a>	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. <sup>(3)</sup>	
101.INS	Inline XBRL Instance (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)	
101.SCH	Inline XBRL Taxonomy Extension Schema. <sup>(2)</sup>	
101.CAL	Inline XBRL Taxonomy Extension Calculation. <sup>(2)</sup>	
101.DEF	Inline XBRL Taxonomy Extension Definition. <sup>(2)</sup>	
101.LAB	Inline XBRL Taxonomy Extension Labels. <sup>(2)</sup>	
101.PRE	Inline XBRL Taxonomy Extension Presentation. <sup>(2)</sup>	
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	

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- (1) Reflects management contracts or management or director compensatory plans.
- (2) Filed herewith.
- (3) The information in Exhibits 32.1 and 32.2 shall not be deemed "filed" for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date of this Quarterly Report, irrespective of any general incorporation language contained in such filing.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: May 5, 2026

**Angi Inc.**

By:

\_\_\_\_\_  
/s/ JULIE HOARAU

Julie Hoarau  
*Chief Financial Officer*

**Signature**

\_\_\_\_\_  
/s/ JULIE HOARAU

Julie Hoarau

**Title**

Chief Financial Officer

**Date**

May 5, 2026

**AMENDED AND RESTATED BYLAWS**

**OF**

**ANGI INC.**

**(As Amended Effective April 30, 2026)**

**ARTICLE I**

**OFFICES**

Section 1. **Registered Office.** The registered office of Angi Inc. (the “Corporation”) shall be established and maintained at the office of The Corporation Trust Company at 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware 19801, and said Corporation Trust Company shall be the registered agent of the Corporation in charge thereof.

Section 2. **Other Offices.** The Corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors of the Corporation (the “Board of Directors”) may from time to time determine or the business of the Corporation may require.

**ARTICLE II**

**STOCKHOLDERS**

Section 1. **Place of Meeting.** Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by the Board of Directors. If no designation is made, the place of the meeting shall be the principal office of the Corporation.

Section 2. **Annual Meeting.** The annual meeting of the stockholders shall be held at such date and time as may be fixed by resolution of the Board of Directors.

Section 3. **Special Meetings.** Special meetings of the stockholders may be called by the Chairman of the Board or a majority of the Board of Directors.

Section 4. **Notice of Stockholder Business and Nominations.**

(A) At any annual meeting of the stockholders, only such nominations of individuals for election to the Board of Directors shall be made, and only such other business shall be conducted or considered, as shall have been properly brought before the meeting. For nominations to be properly made at an annual meeting, and for other business to be properly brought before an annual meeting, such nominations and other business must be: (a) specified in the Corporation’s notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors; (b) otherwise made at the annual meeting by or at the direction of the Board of Directors; or (c) otherwise properly requested to be brought before the annual meeting by a stockholder of the Corporation in accordance with this Section 4 of these Bylaws. For nominations of individuals for election to the Board of Directors or other business to be properly requested by a stockholder to be made at or brought before an annual meeting pursuant to clause (c) above, a stockholder must: (i) be a stockholder of record at the time of giving of notice of such annual meeting by or at the direction of the Board of Directors, on the record date for determination of

stockholders entitled to vote at such meeting, and at the time of the annual meeting; (ii) be entitled to vote at such annual meeting; and (iii) comply with the procedures set forth in these Bylaws as to such nomination or other business. Clause (c) of this Section 4 shall be the exclusive means for a stockholder to make nominations and such clause (c) shall be the exclusive means for a stockholder to bring other business (other than matters properly brought under Rule 14a-8 under the Exchange Act of 1934 (the “Exchange Act”) and included in the Corporation’s notice of meeting) before an annual meeting of stockholders.

(B) To be timely, a stockholder’s notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred and twentieth (120<sup>th</sup>) day and not later than the close of business on the ninetieth (90<sup>th</sup>) day prior to the first anniversary of the preceding year’s annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred and twentieth (120<sup>th</sup>) day prior to the date of such annual meeting and not later than the close of business on the later of the ninetieth (90<sup>th</sup>) day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the tenth (10<sup>th</sup>) day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment, recess, rescheduling or postponement of an annual meeting, or the public announcement thereof, commence a new time period for the giving of a stockholder’s notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. For purposes of these Bylaws, “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 U.S. Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder (or any successors thereto).

(C) To be in proper form, a stockholder’s notice pursuant to this Section 4 must include the following, as applicable:

(1) As to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made or business is brought, as applicable, a stockholder’s notice must set forth: (i) the name and address of such stockholder, as they appear on the Corporation’s books, of such beneficial owner, if any, and any persons that are acting in concert therewith; (ii) a representation that the stockholder giving the notice is a holder of record of outstanding stock entitled to vote at the annual meeting, will continue to be a stockholder of record of outstanding stock entitled to vote at such meeting through the date of such meeting and intends to appear in person or by proxy at the meeting to make such nomination or to propose such business; (iii) (a) the class or series and number of shares of the Corporation which are, directly or indirectly, owned of record and owned beneficially by such stockholder, such beneficial owner and their respective affiliates or associates, or others acting in concert therewith, (b) 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 security of the Corporation or with a value derived, in whole or in part, from the value of any security of the

Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any security of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any security of the Corporation, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any security of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying securities of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the stockholder of record, the beneficial owner, if any, or any of their respective affiliates or associates, or others acting in concert therewith, may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of securities of the Corporation (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder, the beneficial owner, if any, or any of their respective affiliates or associates, or others acting in concert therewith, (c) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith has or pursuant to any proxy, contract, understanding or relationship may acquire any right to vote any security of the Corporation, (d) any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, directly or indirectly, the intent, purpose or effect of which may be to mitigate loss to, transfer to or from any such person, in whole or in part, any of the economic consequences of ownership, or reduce the economic risk (of ownership or otherwise) of any security of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, with respect to any security of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any securities of the Corporation (any of the foregoing, a "Short Interest"); (e) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, that are separated or separable from the underlying shares of the Corporation; (f) any proportionate interest in securities of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or similar entity in which such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, is a general partner or, directly or indirectly, beneficially owns an interest in a general partner or is the manager or managing member or, directly or indirectly, beneficially owns any interest in the manager or managing member of such general or limited partnership or similar entity; (g) any performance-related fees (other than an asset-based fee) that such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, is entitled to based on any increase or decrease in the value of securities of the Corporation or Derivative Instruments or Short Interests, if any; (h) any direct or indirect interest, including significant equity interests or any Derivative Instruments or Short Interests in any principal

competitor of the Corporation held by such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith and (i) any direct or indirect interest of such stockholder, such beneficial owner and their respective affiliates or associates, or others acting in concert therewith, in any contract with, or any litigation involving, the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement) (sub-clauses (a) through (i) above of this Section 4(C)(1) shall be referred, collectively, as the “Ownership Information”); (iv) if any such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, intends to engage in a solicitation with respect to a nomination or other business pursuant to this Section 4, a statement disclosing the name of each participant in such solicitation (as defined in Item 4 of Schedule 14A under the Exchange Act) and if involving a nomination, a representation that such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert, therewith intends to deliver a proxy statement and form of proxy to holders of at least sixty-seven percent (67%) of the outstanding stock entitled to vote on the election of directors; (v) a certification that each such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares or other securities of the Corporation and such person’s acts or omissions as a stockholder of the Corporation; (vi) the names and addresses of other stockholders (including beneficial owners) known by any such stockholder, such beneficial owner or any of their respective affiliates or associates, or others acting in concert therewith, to financially or otherwise materially support (it being understood, for example, that statement of an intent to vote for, or delivery of a revocable proxy to such proponent, does not require disclosure under this section, but solicitation of other stockholders by such supporting stockholder would require disclosure under this section) such nomination(s) or proposal(s), and to the extent known the class and number of all shares of the Corporation’s capital stock owned beneficially or of record by, and any other information contemplated by clause (iii) of this Section 4(C)(1) with respect to, such other stockholder(s) or other beneficial owner(s); (vii) 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 stockholder, such beneficial owner and their respective affiliates or associates, or others acting in concert therewith, if any; and (viii) any other information relating to such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith, if any, that would be required to be disclosed in a proxy statement and form or proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the business proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(2) If the notice includes any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, a stockholder’s notice must, in addition to the matters set forth in Section 4(C)(1) also set forth: (i) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the

meeting and any material interest of such stockholder, such beneficial owner and each of their respective affiliates or associates or others acting in concert therewith, if any, in such business; (ii) the text of the business proposal (including the text of any resolutions proposed for consideration and, in the event that such proposal includes a proposal to amend the By-Laws of the Corporation, the text of the proposed amendment); and (iii) a description of all agreements, arrangements and understandings between such stockholder, such beneficial owner and each of their respective affiliates or associates or others acting in concert therewith, if any, on the one hand, and any other person or persons (including their names), on the other hand, in connection with the business proposal by such stockholder;

(3) As to each individual, if any, whom the stockholder proposes to nominate for election or reelection to the Board of Directors, a stockholder's notice must, in addition to the matters set forth in Section 4(C)(1), also set forth: (i) the name, age, business and residence address of such person; (ii) the principal occupation or employment of such person (present and for the past five (5) years); (iii) the completed and signed questionnaire, representation, agreement which shall be provided by the Corporation, upon request, by the stockholder giving notice; (iv) all information relating to such individual that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such individual's written consent to being named in a proxy statement as a nominee) and a written statement of intent to serve as a director for the full term if elected; and (v) 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 stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all biographical and related party transaction and other information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant;

(4) In addition, to be considered timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for determining the stockholders of record entitled to notice of the meeting (or any adjournment, recess, rescheduling or postponement thereof) and as of the date that is ten (10) days prior to the meeting (or any adjournment, recess, rescheduling or postponement thereof), and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than (a) the later of (i) ten (10) days after the record date for determining the stockholders of record entitled to notice of the meeting (or any adjournment, recess, rescheduling or postponement thereof) or (ii) the first public announcement of the date of notice of such record date in the case of the update and supplement required to be made as of the record date, and (b) not later than five (5) days prior to the date for the meeting (or any adjournment, recess,

rescheduling or postponement thereof) in the case of the update and supplement required to be made as of ten (10) days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof. The obligation to update and supplement as set forth in this paragraph or any other section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder to amend or update any nomination or business proposal or to submit any new nomination or business proposal, including by changing or adding nominees, matters, business and or resolutions proposed to be brought before a meeting of the stockholders. In addition, if the stockholder giving the notice has delivered to the Corporation a notice relating to the nomination of directors, the stockholder giving the notice shall deliver to the Corporation no later than five (5) business days prior to the date of the meeting or, if practicable, any adjournment, recess, rescheduling or postponement thereof (or, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned, recessed, rescheduled, or postponed) reasonable evidence that it has complied with the requirements of Rule 14a-19 of the Exchange Act.

(5) The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting, require any stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or business proposal, as applicable, is made, or any proposed nominee to deliver to the Secretary, within five (5) business days of any such request, such other information as may reasonably be required by the Corporation or its Board of Directors, in its sole discretion, to determine (a) the eligibility of such proposed nominee to serve as a director of the Corporation, (b) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation or (c) such other information that the Board of Directors determines, in its sole discretion, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee. Notwithstanding anything to the contrary, only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible for election as directors; and

(D) Notwithstanding the provisions of these Bylaws, a stockholder giving the notice shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Bylaw; provided, however, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the separate and additional requirements set forth in these Bylaws with respect to nominations or proposals as to any other business to be considered.

Section 5. **Notice.** Written notice stating the date, time and place, if any, of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and in case of a special meeting, the purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days prior thereto, either personally or by mail, facsimile, telegraph or other means of electronic communication, addressed to each stockholder at his address as it appears on the records of the Corporation; provided that notices to stockholders who share an address may be given in the manner

permitted by the General Corporation Law of the State of Delaware. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be by facsimile, telegram, or other means of electronic communication, such notice shall be deemed to be given at the time provided in the General Corporation Law of the State of Delaware. Such further notice shall be given as may be required by law. Meetings may be held without notice if all stockholders entitled to vote are present (unless any such stockholders are present for the purpose of objecting to the meeting as lawfully called or convened), or if notice is waived by those not present. Any previously scheduled meeting of the stockholders may be postponed, and (unless the Certificate of Incorporation otherwise provides) any special meeting of the stockholders may be canceled, by resolution of the Board of Directors upon public notice given prior to the time previously scheduled for such meeting of stockholders.

Section 6. **Adjourned Meetings.** The Chairman of the meeting or a majority of the voting power of the shares so represented may adjourn the meeting from time to time, whether or not there is a quorum. When a meeting is adjourned to another time or place, except as required by law, notice of the adjourned meeting need not be given if the time, place, if any, thereof and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken, if the adjournment is for not more than thirty (30) days, and if no new record date is fixed for the adjourned meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting.

Section 7. **Quorum.** Except as otherwise required by law, the holders of shares representing a majority of the voting power of the Corporation entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business; provided, however, that where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class or series or classes or series shall constitute a quorum with respect to such vote. If a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If at such adjourned meeting, a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified.

Section 8. **Voting and Proxies.** Except as otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to vote in person or by proxy each share of the class of capital stock having voting power held by such stockholder. Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for exclusive use by the Board of Directors.

Section 9. **Procedure for Election of Directors; Required Vote.** Election of directors at all meetings of the stockholders at which directors are to be elected shall be by ballot, and, subject to the rights of the holders of shares of preferred stock to elect directors under specified circumstances, a plurality of the votes cast thereat shall elect directors. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, in all matters other than the election of directors, the affirmative vote

of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders.

Section 10. **Inspectors of Elections; Opening and Closing the Polls.** The Board of Directors by resolution shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders, the Chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector's ability. The inspectors shall have the duties prescribed by law.

The Chairman of the meeting shall fix and announce at the meeting 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.

### ARTICLE III

#### DIRECTORS

Section 1. **Number and Tenure.** The business and affairs of the Corporation shall be managed by the Board of Directors, the number thereof to be determined from time to time by resolution of the Board of Directors. Each director shall serve for a term of one (1) year from the date of his election and until his successor is elected or until his earlier resignation, removal or death. Directors need not be stockholders.

Section 2. **Resignation or Removal.** Any director may at any time resign by delivering to the Board of Directors his resignation in writing. Any director or the entire Board of Directors may at any time be removed effective immediately, with or without cause, by the vote, either in person or represented by proxy, of a majority of the voting power of shares of stock issued and outstanding of the class or classes that elected such director and entitled to vote at a special meeting held for such purpose.

Section 3. **Vacancies.** Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled solely by the vote of a majority of the remaining directors elected by the stockholders who vote on such directorship, though less than a quorum. The directors so chosen shall hold office until the next annual election and until their respective successors are duly elected or until their earlier resignation, removal or death.

Section 4. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such dates, times and places as may be designated by the Chairman of the Board, and shall be held at least once each year.

Section 5. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board or a majority of the directors. The person or persons calling a special meeting of the Board of Directors may fix a place and time within or without the State of Delaware for holding such meeting.

Section 6. **Notice.** Notice of any regular meeting or a special meeting shall be given to each director, either orally, by facsimile or other means of electronic communication or by hand delivery, addressed to each director at his address as it appears on the records of the Corporation. If notice be by facsimile or other means of electronic communication, such notice shall be deemed to be adequately delivered when the notice is transmitted at least twenty-four (24) hours before such meeting. If by telephone or by hand delivery, the notice shall be given at least twenty-four (24) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting. A meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Article IX of these Bylaws.

Section 7. **Quorum.** At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business and, unless otherwise provided in the Certificate of Incorporation or these Bylaws, the affirmative vote of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice, until a quorum shall be present. A director present at a meeting shall be counted in determining the presence of a quorum, regardless of whether a contract or transaction between the Corporation and any other corporation, partnership, association, or other organization in which such director is a director or officer or has a financial interest, is authorized or considered at such meeting.

Section 8. **Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic communication and such written consent or consents and copies of such communication or communications are filed with the minutes of proceedings of the Board of Directors or committee.

Section 9. **Action by Conference Telephone.** Members of the Board of Directors or any committee thereof may participate in a meeting of such Board of Directors or committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. **Committees.** The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board of Directors and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 11. **Compensation of Directors.** The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any

director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees may be allowed like compensation for service as committee members.

## ARTICLE IV OFFICERS

Section 1. **Number and Salaries.** The officers of the Corporation shall consist of a Chairman of the Board (the "Chairman"), a Secretary, a Treasurer, and such other officers and agents as may be deemed necessary by the Board of Directors. Any two (2) or more offices may be held by the same person.

Section 2. **Election and Term of Office.** The officers of the Corporation shall be elected by the Board of Directors at the first meeting of the Board of Directors following the stockholders' annual meeting, and shall serve for a term of one (1) year and until a successor is elected by the Board of Directors. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any officer appointed by the Board of Directors may be removed, with or without cause, at any time by the Chairman, the Chief Executive officer (the "CEO") or by the Board of Directors. Each officer shall hold his office until his successor is appointed or until his earlier resignation, removal from office, or death. All officers elected by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. The Board of Directors or any committee thereof may from time to time elect, or the Chairman or the CEO may appoint, such other officers (including a President, a Chief Financial Officer and one or more Vice Presidents) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board of Directors or such committee or by the Chairman or the CEO, as the case may be.

Section 3. **The Chairman of the Board.** Except as otherwise provided in the Certificate of Incorporation, the Chairman shall be elected by the Board of Directors from their own numbers and shall preside as Chairman at all meetings of the stockholders and of the Board of Directors. The Chairman shall perform such duties and possess such powers as are customarily vested in the office of the Chairman of the Board or as may be vested in him by the Board of Directors. During the time of any vacancy in the office of CEO or in the event of the absence or disability of the CEO, the Chairman shall have the duties and powers of the CEO unless otherwise determined by the Board of Directors. In no event shall any third party having dealings with the Corporation be bound to inquire as to any facts required by the terms of this Section 3 for the exercise by the Chairman of the powers of the CEO. The Chairman shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts that are authorized by the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a Chairman of the Board of a corporation. In addition, the Board of Directors may designate by resolution one or more Vice Chairmen of the Board with such duties as may from time to time be requested by the Board of Directors.

Section 4. **The Chief Executive Officer.** The Board of Directors in consultation with the Chairman may elect a CEO. The CEO shall be responsible for the general management of the affairs of the Corporation and shall perform all duties incidental to his or her office. The CEO shall be empowered

to sign all certificates, contracts and other instruments of the Corporation, and to do all acts that are authorized by the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a Chief Executive Officer of a corporation. The CEO may be removed, with or without cause, at any time by the Board of Directors.

Section 5. **The President.** The Board of Directors, the Chairman or the CEO may elect a President to have such duties and responsibilities as from time to time may be assigned to him or her by the Chairman, the CEO or the Board of Directors. The President shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts that are authorized by the Chairman, the CEO or the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a President of a corporation.

Section 6. **Chief Financial Officer.** The Chief Financial Officer (if any) shall act in an executive financial capacity. The Chief Financial Officer shall assist the Chairman of the Board, the CEO and the President in the general supervision of the Corporation's financial policies and affairs. The Chief Financial Officer shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts that are authorized by the Chairman, the CEO or the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a Chief Financial Officer of a corporation.

Section 7. **Vice Presidents.** The Board of Directors, the CEO or the Chairman may from time to time name one or more Vice Presidents that may include the designation of Executive Vice Presidents and Senior Vice Presidents all of whom shall perform such duties as from time to time may be assigned to him by the Chairman, the CEO or the Board of Directors.

Section 8. **The Secretary.** The Secretary shall keep the minutes of the proceedings of meetings of the stockholders and of the Board of Directors (or, in the event of the absence of the Secretary from any such meeting, the Chairman of such meeting shall designate an officer of the Corporation to keep such minutes); the Secretary shall give, or cause to be given, all notices in accordance with the provisions of these Bylaws or as required by law, shall be custodian of the corporate records and of the seal of the Corporation, and, in general, shall perform such other duties as may from time to time be assigned by the Chairman, the CEO or the Board of Directors.

Section 9. **Treasurer.** The Treasurer shall have the custody of the corporate funds and securities, shall keep, or cause to be kept, correct and complete books and records of account, including full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, and in general shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman, the CEO or the Board of Directors.

## ARTICLE V

### CERTIFICATES OF STOCK

Section 1. **Certificates of Stock.** Shares of stock of the Corporation may be certificated or uncertificated, as provided under the General Corporation Law of the State of Delaware. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman, CEO or President, if any (or any Vice President), and by the Treasurer or the Secretary of the Corporation, certifying the number of shares owned by the stockholder in the Corporation.

Section 2. **Facsimile Signatures.** The signature of the Chairman, CEO, President, Vice President, Treasurer or Secretary on any stock certificate may be a facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. **Lost Certificates.** The Board of Directors may direct that new certificate(s) be issued by the Corporation to replace any certificate(s) alleged to have been lost or destroyed, upon its receipt of an affidavit of that fact by the person claiming the certificate(s) of stock to be lost or destroyed. When authorizing such issue of new certificate(s), the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate(s), or such owner's legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate(s) alleged to have been lost or destroyed.

Section 4. **Transfer of Stock.** Upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares, such uncertificated shares shall be canceled, and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto, and the transaction shall be recorded upon the books of the Corporation.

Section 5. **Closing of Transfer Books or Fixing of Record Date.** In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or 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 a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and, in the case of a meeting of stockholders, which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, 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, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to

exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

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 of Directors may fix a new record date for the adjourned meeting.

Section 6. **Registered Stockholders.** The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner. Except as otherwise provided by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person whether or not it shall have express or other notice thereof.

## ARTICLE VI

### CONTRACTS, CHECKS, AND DEPOSITS

Section 1. **Contracts.** When the execution of any contract or other instrument has been authorized by the Board of Directors without specification of the executing officers, the Chairman, the CEO, the President, any Vice President, the Treasurer and the Secretary, may execute the same in the name of and on behalf of the Corporation and may affix the corporate seal thereto.

Section 2. **Checks.** All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. **Accounts.** Bank accounts of the Corporation shall be opened, and deposits made by such officers or other persons as the Board of Directors may from time to time designate

## ARTICLE VII

### DIVIDENDS

Section 1. **Declaration of Dividends.** Subject to the provisions, if any, of the Certificate of Incorporation, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or contractual rights, or in shares of the Corporation's capital stock.

Section 2. **Reserves.** Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as

the Board of Directors shall think conducive to the interests of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

#### **ARTICLE VIII**

##### **FISCAL YEAR**

The fiscal year of the Corporation shall be established by the Board of Directors.

#### **ARTICLE IX**

##### **WAIVER OF NOTICE**

Whenever any notice whatever is required to be given by law, the Certificate of Incorporation or these Bylaws, a written waiver thereof, signed by the person or persons entitled to such notice, or a waiver by electronic communications by such person or persons whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be conducted at, nor the purpose of such meeting, need be specified in such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except where a 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.

#### **ARTICLE X**

##### **SEAL**

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

#### **ARTICLE XI**

##### **EXCLUSIVE FORUM FOR ADJUDICATION OF DISPUTES**

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim for or based on breach of a fiduciary duty owed by any current or former director or officer or other employee of the Corporation to the Corporation or to the Corporation's stockholders, including a claim alleging the aiding and abetting of such a breach of fiduciary duty, (c) any action asserting a claim against the Corporation or any current or former director or officer or other employee of the Corporation arising pursuant to any provision of the General Corporation Law of Delaware or the Certificate of Incorporation or these Bylaws (each as may be amended from time to time), (d) any action asserting a claim relating to or involving the Corporation that is governed by the internal affairs doctrine, or (e) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the General Corporation Law of the State of Delaware shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

#### **ARTICLE XII**

## AMENDMENTS

Except as expressly provided otherwise by the General Corporation Law of the State of Delaware, the Certificate of Incorporation, or other provisions of these Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws adopted at any regular or special meeting of the Board of Directors by an affirmative vote of a majority of all directors.

## ARTICLE XIII

### INDEMNIFICATION AND INSURANCE

#### Section 1. Indemnification.

(A) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative is or was, at any time during which this Bylaw is in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), a director or officer of the Corporation, or is or was at any such time serving at the request of the Corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (each such person, an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware 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 said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer or trustee and shall inure to the benefit of his heirs, executors and administrators; provided, however, that except as provided in paragraph (C) of this Bylaw, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Bylaw shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the “undertaking”) by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a “final disposition”) that such director or officer is not entitled to be

indemnified for such expenses under this Bylaw or otherwise. The rights conferred upon indemnitees in this Bylaw shall be contract rights that vest at the time of such person's service to or at the request of the Corporation 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.

(B) To obtain indemnification under this Bylaw, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (B), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (ii) if no request is made by the claimant for a determination by Independent Counsel, (a) by the Board of Directors by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum, or (b) by a committee of Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (c) if there are no Disinterested Directors or the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, or (d) if a quorum of Disinterested Directors so directs, by the stockholders of the Corporation. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

(C) If a claim under paragraph (A) of this Bylaw is not paid in full by the Corporation within thirty (30) days after a written claim pursuant to paragraph (B) of this Bylaw has been received by the Corporation (except in the case of a claim for advancement of expenses, for which the applicable period is twenty (20) days), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Disinterested Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including the Disinterested Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(D) If a determination shall have been made pursuant to paragraph (B) of this Bylaw that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (C) of this Bylaw.

(E) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (C) of this Bylaw that the procedures and presumptions of this Bylaw

are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Bylaw.

(F) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Bylaw (i) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or Disinterested Directors or otherwise and (ii) cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. Any amendment, modification, alteration or repeal of this Bylaw that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

(G) The Corporation may, to the extent authorized from time to time by the Board of Directors or by the Chairman, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any current or former employee or agent of the Corporation to the fullest extent of the provisions of this Bylaw with respect to the indemnification and advancement of expenses of current or former directors and officers of the Corporation.

(H) If any provision or provisions of this Bylaw shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Bylaw (including, without limitation, each portion of any paragraph of this Bylaw 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 Bylaw (including, without limitation, each such portion of any paragraph of this Bylaw containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(I) For purposes of this Bylaw:

(i) "Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, selected by the Disinterested Directors, that is experienced in matters of corporation law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Bylaw.

(J) Any notice, request or other communication required or permitted to be given to the Corporation under this Bylaw shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

Section 2. **Insurance.** The Corporation may maintain insurance, at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation and any current or former director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including any person who serves or served in any such capacity with respect to any employee benefit plan maintained or sponsored by the Corporation, 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 General Corporation Law of the State of Delaware.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of March 11, 2026 by and between Julie Hoarau (“Executive”) and Angi Inc., a Delaware corporation (the “Company”), and is effective as of March 27, 2026 (the “Effective Date”).

WHEREAS, the Company desires to establish its right to the services of Executive, in the capacity described below, on the terms and conditions hereinafter set forth, and Executive is willing to accept such employment on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, Executive and the Company have agreed and do hereby agree as follows:

1A. EMPLOYMENT. During the Term (as defined below), the Company shall employ Executive, and Executive shall be employed, as Chief Financial Officer, Angi Inc. During Executive’s employment with the Company, Executive shall do and perform all services and acts necessary or advisable to fulfill the duties and responsibilities as are commensurate and consistent with Executive’s position and shall render such services on the terms set forth herein. During Executive’s employment with the Company, Executive shall report directly to the Chief Executive Officer of the Company (hereinafter referred to as the “Reporting Officer”). Executive shall have such powers and duties with respect to the Company as may reasonably be assigned to Executive by the Reporting Officer, to the extent consistent with Executive’s position. Executive agrees to devote all of Executive’s working time, attention and efforts to the Company and to perform the duties of Executive’s position in accordance with the Company’s policies as in effect from time to time. Notwithstanding anything to the contrary above, Executive may participate in civic and charitable activities, and may serve as member of the board of directors of such entities as may be approved from time to time in advance by the Reporting Officer, so long as such activities do not conflict with or interfere with Executive’s performance of his duties hereunder or compete with or present an actual or apparent conflict of interest for the Company, which shall be determined by the Reporting Officer and/or the Chief Legal Officer of the Company in his/her good faith judgment.

2A. TERM. The term of this Agreement shall commence on the Effective Date and shall terminate on the first anniversary thereof (the “Initial Term”); provided, that certain terms and conditions herein may specify a greater period of effectiveness; and further provided that this Agreement shall automatically renew for additional one year terms (each a “Renewal Term”, and collectively with the Initial Term, the “Term”), unless terminated by either party with written notice provided not less than ninety (90) days prior to the end of the then-current Term or Renewal Term (a “Notice of Non-Renewal”).

Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment with the Company is “at-will” and may be terminated at any time for any reason or no reason, with or without cause, by the Company or Executive, with or without notice. During the Term, Executive’s right to payments upon certain terminations of employment is governed by Section 1(d) of the Standard Terms and Conditions attached hereto. Following the expiration

of the Term, upon the termination of Executive's employment, the Company shall have no further obligation hereunder, except for the payment of Accrued Obligations.

### 3A. COMPENSATION.

(a) BASE SALARY. During the period that Executive is employed with the Company hereunder, the Company shall pay Executive an annual base salary of \$450,000.00 (the "Base Salary"), payable in equal biweekly installments (or, if different, in accordance with the Company's payroll practice as in effect from time to time), which Base Salary may be increased, from time to time, as approved by the Executive Compensation Committee of the Board. For all purposes under this Agreement, the term "Base Salary" shall refer to the Base Salary as in effect from time to time.

(b) DISCRETIONARY BONUS. During the period that Executive is employed with the Company hereunder, Executive shall be eligible to receive discretionary annual bonuses (the "Annual Bonuses"). The Annual Bonuses shall be of a target amount of \$400,000, and shall in all cases be determined by the Executive Compensation Committee of the Board of Directors of the Company (the "Compensation Committee") in its sole discretion, based on the factors it deems relevant, which may include, among other factors, the Company's performance against various criteria (including its competition, its prior year results, achievement of established initiatives, etc.) and the contribution and performance of Executive.

(c) EQUITY AWARD. On the Effective Date, Executive shall be granted, under and subject to the provisions of the Company's Amended and Restated 2017 Stock and Annual Incentive Plan (the "Amended 2017 Plan"), an award of 78,724 Company Restricted Stock Units (the "RSU Award"). The actual vesting and other terms and conditions of the RSU Award will be governed by the award notices and related terms and conditions attached as Exhibit A and the Amended 2017 Plan. Executive shall remain eligible for future equity grants during the Term of his employment with the Company.

(d) BENEFITS. From the Effective Date through the date of termination of Executive's employment with the Company for any reason, Executive shall be entitled to participate in any welfare, health and life insurance and pension benefit programs as may be adopted from time to time by the Company on the same basis as that provided to similarly situated employees of the Company. Without limiting the generality of the foregoing, Executive shall be entitled to the following benefits:

(i) Reimbursement for Business Expenses. During the period that Executive is employed with the Company hereunder, the Company shall reimburse Executive for all reasonable, necessary and documented expenses incurred by Executive in performing Executive's duties for the Company, on the same basis as similarly situated employees generally and in accordance with the Company's policies as in effect from time to time; and

(ii) Vacation. During the period that Executive is employed with the Company hereunder, Executive shall be entitled to paid vacation each year, in accordance

with the plans, policies, programs and practices of the Company applicable to similarly situated employees of the Company generally.

4A. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail, certified or registered with return receipt requested, or by hand delivery, or by overnight delivery by a nationally recognized carrier, in each case to the applicable address set forth below, and any such notice is deemed effectively given when received by the recipient (or if receipt is refused by the recipient, when so refused):

If to the Company: Angi Inc.  
3815 River Crossing Pkwy, Suite 360  
Indianapolis, IN 46240 Attention: Chief Legal  
Officer

If to Executive: At the most recent address for Executive on file at the  
Company.

Either party may change such party's address for notices by notice duly given pursuant hereto.

5A. GOVERNING LAW; JURISDICTION. This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the internal laws of the State of Colorado without reference to its principles of conflicts of laws.

Any such dispute will be heard and determined before an appropriate federal court located in the State of Colorado in Denver County, or, if not maintainable therein, then in an appropriate Colorado state court located in Denver County, and each party hereto submits itself and its property to the non-exclusive jurisdiction of the foregoing courts with respect to such disputes. Each party hereto (i) agrees that service of process may be made by mailing a copy of any relevant document to the address of the party set forth above, (ii) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the courts referred to above on the grounds of inconvenient forum or otherwise as regards any dispute between the parties hereto arising out of or related to this Agreement, (iii) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in the courts referred to above as regards any dispute between the parties hereto arising out of or related to this Agreement and (iv) agrees that a judgment or order of any court referred to above in connection with any dispute between the parties hereto arising out of or related to this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

6A. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

7A. STANDARD TERMS AND CONDITIONS. Executive expressly understands and acknowledges that the Standard Terms and Conditions attached hereto are incorporated herein by reference, deemed a part of this Agreement and are binding and enforceable provisions of this

Agreement. References to “this Agreement” or the use of the term “hereof” shall refer to this Agreement and the Standard Terms and Conditions attached hereto, taken as a whole.

[The Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and delivered by its duly authorized officer and Executive has executed and delivered this Agreement on the Effective Date.

***Angi Inc.***

/s/ Jeffrey W. Kip  
By: Jeffrey W. Kip  
Title: CEO

/s/ Julie Hoarau  
Julie Hoarau

## STANDARD TERMS AND CONDITIONS

### 1. TERMINATION OF EXECUTIVE'S EMPLOYMENT.

(a) DEATH. In the event Executive's employment hereunder is terminated by reason of Executive's death, the Company shall pay Executive's designated beneficiary or beneficiaries, within thirty (30) days of Executive's death in a lump sum in cash, (i) Executive's Base Salary through the end of the month in which death occurs and (ii) any other Accrued Obligations (as defined in paragraph 1(f) below).

(b) DISABILITY. If, as a result of Executive's incapacity due to physical or mental illness ("Disability"), Executive shall have been absent from the full-time performance of Executive's duties with the Company for a period of four (4) consecutive months and, within thirty (30) days after written notice is provided to Executive by the Company (in accordance with Section 4A hereof), Executive shall not have returned to the full-time performance of Executive's duties, Executive's employment under this Agreement may be terminated by the Company for Disability. During any period prior to such termination during which Executive is absent from the full-time performance of Executive's duties with the Company due to Disability, the Company shall continue to pay Executive's Base Salary at the rate in effect at the commencement of such period of Disability, offset by any amounts payable to Executive under any disability insurance plan or policy provided by the Company. Upon termination of Executive's employment due to Disability, the Company shall pay Executive within thirty (30) days of such termination (i) Executive's Base Salary through the end of the month in which termination occurs in a lump sum in cash, offset by any amounts payable to Executive under any disability insurance plan or policy provided by the Company; and (ii) any other Accrued Obligations (as defined in paragraph 1(f) below).

(c) TERMINATION FOR CAUSE. Upon the termination of Executive's employment by the Company for Cause (as defined below), the Company shall have no further obligation hereunder, except for the payment of any Accrued Obligations (as defined in paragraph 1(f) below). As used herein, "Cause" shall mean: (i) the plea of guilty or nolo contendere to, or conviction for, the commission of a felony offense by Executive; provided, however, that after indictment, the Company may suspend Executive from the rendition of services, but without limiting or modifying in any other way the Company's obligations under this Agreement; (ii) a material breach by Executive of a fiduciary duty owed to the Company; (iii) a material breach by Executive of any of the covenants made by Executive in Section 2 hereof; (iv) the willful or gross neglect by Executive of the material duties required by this Agreement; or (v) a violation by Executive of any Company policy pertaining to ethics, wrongdoing or conflicts of interest; provided, that in the case of conduct described in clauses (iii), (iv) or (v) above which is capable of being cured, Executive shall have a period of fifteen (15) days after Executive is provided with written notice thereof in which to cure.

(d) TERMINATION BY THE COMPANY OTHER THAN FOR DEATH, DISABILITY OR CAUSE; RESIGNATION BY EXECUTIVE FOR GOOD REASON. If

Executive's employment hereunder is terminated prior to the expiration of the Term by the Company for any reason other than Executive's death or Disability or for Cause or if Executive resigns for Good Reason (as defined below) prior to the expiration of the Term, then

(i) the Company shall continue to pay to Executive the Base Salary for 12 months from the date of such termination or resignation ("Severance Period"), payable in equal biweekly installments (or, if different, in accordance with the Company's payroll practice as in effect from time to time) over the course of such twelve (12) months;

(ii) any compensation awards of Executive based on, or in the form of, Company equity (e.g., restricted stock, restricted stock units, stock options or similar instruments) that are outstanding and unvested at the time of such termination but which would, but for such termination, have vested during the Severance Period shall vest as of the date of such termination of employment; provided that for these purposes, any equity awards with a vesting schedule less frequent than annual shall be treated as though the vesting occurred in equal annual installments and any portion of any such awards that would have vested by the end of the Severance Period (including any portion which would have vested prior to the date of termination of employment) shall vest as of the date of such termination of employment (e.g., if 100 restricted stock units were granted 1.7 years prior to the date of termination with a 5-year cliff vesting term then on the date of termination 40 of such units would vest); provided, further, that with respect to any awards subject to performance vesting requirements, the vesting of such awards shall in all events be subject to the satisfaction of the applicable performance goals; and

(iii) any then-vested options or stock appreciation rights of Executive (including any such awards vesting as a result of (ii) above) to acquire Company equity shall remain exercisable through the earlier of (A) the scheduled expiration date of such awards and (B) eighteen months following Executive's termination of employment; and

(iv) the Company shall pay Executive within thirty (30) days of the date of such termination or resignation in a lump sum in cash any Accrued Obligations (as defined in paragraph 1(f) below).

The payment to Executive of the severance benefits described in this Section 1(d) shall be subject to Executive's execution and non-revocation of a general release of the Company and its affiliates, in a form substantially similar to that used for similarly situated executives of the Company and its affiliates, such general release to be executed and promptly delivered to the Company (and in no event later than 21 days following Executive's termination of employment, or such longer period as may be required by applicable law) and Executive's compliance with the

restrictive covenants set forth in Section 2 hereof. Such release shall make clear that Executive is not releasing his right to receive any termination benefits pursuant to this Section 1(d) above and/or under any equity incentive plan governing any outstanding equity award then held by Executive. Executive acknowledges and agrees that the severance benefits described in this Section 1(d) constitute good and valuable consideration for such release.

For purposes of this Agreement, “Good Reason” shall mean the occurrence of any of the following without Executive’s prior written consent: (A) the reduction in Executive’s Base Salary constituting a material diminution in Executive’s base compensation as determined for purposes of Section 409A and regulations thereunder, (B) a material diminution in Executive’s title, duties or level of responsibilities as compared to those in effect as of the Effective Date, excluding for this purpose any such change that is an isolated and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive, and it being understood that the common stock of the Company no longer being publicly traded shall not constitute a material diminution in title, duties or level of responsibilities; *provided, however*, that in no event shall Executive’s resignation be for “Good Reason” unless (x) an event or circumstance set forth in clauses (A) and (B) above shall have occurred and Executive provides the Company with written notice thereof within thirty (30) days after Executive has initial knowledge of the occurrence or existence of such event or circumstance, which notice specifically identifies the event or circumstance that Executive believes constitutes Good Reason, (y) the Company fails to correct the event or circumstance so identified within thirty (30) days after the receipt of such notice and (z) Executive resigns within ninety (90) days after the date of delivery of the notice referred to in (x) above.

*Section 280G; Parachute Payments.*

(a) If any payment or benefit Executive will or may receive from the Company or otherwise (a “280G Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then any such 280G Payment provided pursuant to this Agreement (a “Payment”) shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “Reduction Method”) that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “Pro Rata Reduction Method”).

(b) Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as

the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (i) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (ii) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (iii) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(c) Unless Executive and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the change in control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 1(d). The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within 15 calendar days after the date on which Executive’s right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

(e) OFFSET. If Executive obtains other employment during the period of time in which the Company is required to make payments to Executive pursuant to Section 1(d)(i) above, the amount of any such remaining payments or benefits to be provided to Executive shall be reduced by the amount of compensation and benefits earned by Executive from such other employment through the end of such period. For purposes of this Section 1(e), Executive shall have an obligation to inform the Company regarding Executive’s employment status following termination and during the period of time in which the Company is making payments to Executive under Section 1(d)(i) above.

(f) ACCRUED OBLIGATIONS. As used in this Agreement, “Accrued Obligations” shall mean the sum of (i) any portion of Executive’s accrued but unpaid Base Salary through the date of death or termination of employment for any reason, as the case may be; (ii) any compensation previously earned but deferred by Executive (together with any interest or earnings thereon) that has not yet been paid and that is not otherwise to be paid at a later date pursuant to the executive deferred compensation plan of the Company, if any, and (iii) any reimbursements that Executive is entitled to receive under Section 3A(d)(i) of the Agreement.

(g) NOTICE OF NON-RENEWAL. If the Company delivers a Non-Renewal Notice to Executive then, provided Executive offers reasonable transition of his duties as may be requested by the Company (which such transition shall not extend beyond the then-current expiration date of the Term), effective as of Executive’s separation from service from the Company, Executive shall have the same rights and obligations hereunder as if the Company had terminated Executive’s employment without Cause.

2. CONFIDENTIAL INFORMATION; NON-COMPETITION; NON-SOLICITATION; AND PROPRIETARY RIGHTS.

(a) CONFIDENTIALITY. Executive acknowledges that, while employed by the Company, Executive will occupy a position of trust and confidence. The Company, its subsidiaries and/or affiliates shall provide Executive with “Confidential Information” as referred to below. Executive shall not, except as may be required to perform Executive’s duties hereunder or as required by applicable law, without limitation in time, communicate, divulge, disseminate, disclose to others or otherwise use, whether directly or indirectly, any Confidential Information regarding the Company and/or any of its subsidiaries and/or affiliates.

“Confidential Information” shall mean information about the Company or any of its subsidiaries or affiliates, and their respective businesses, employees, consultants, contractors, clients and customers that is not disclosed by the Company or any of its subsidiaries or affiliates for financial reporting purposes or otherwise generally made available to the public (other than by Executive’s breach of the terms hereof) and that was learned or developed by Executive in the course of employment by the Company or any of its subsidiaries or affiliates, including (without limitation) any proprietary knowledge, trade secrets, data, formulae, information and client and customer lists and all papers, resumes, and records (including computer records) of the documents containing such Confidential Information. Executive acknowledges that such Confidential Information is specialized, unique in nature and of great value to the Company and its subsidiaries or affiliates, and that such information gives the Company and its subsidiaries or affiliates a competitive advantage. Executive agrees to deliver or return to the Company, at the Company’s request at any time or upon termination or expiration of Executive’s employment or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by the Company and its subsidiaries or affiliates or prepared by Executive in the course of Executive’s employment by the Company and its subsidiaries or affiliates. As used in this Agreement, “subsidiaries” and “affiliates” shall mean any company controlled by, controlling or under common control with the Company.

(b) NON-COMPETITION. In consideration of this Agreement, and other good and valuable consideration provided hereunder, the receipt and sufficiency of which are hereby acknowledged by Executive, Executive hereby agrees and covenants that, during Executive’s employment hereunder and for a period of twelve (12) months thereafter (the “Restricted Period”), Executive shall not, without the prior written consent of the Company, directly or indirectly, engage in or become associated with a Competitive Activity.

For purposes of this Section 2(b), (i) a “Competitive Activity” means any business or other endeavor involving Similar Products if such business or endeavor is in a country (including the United States) in which the Company (or any of its businesses) provides or planned to provide during Executive’s employment hereunder such Similar Products; (ii) “Similar Products” means any products or services that are the same or similar to any of

the types of products or services that the Company (or any of its businesses) provides, has provided or planned to provide during Executive's employment hereunder; and (iii) Executive shall be considered to have become "associated with a Competitive Activity" if Executive becomes directly or indirectly involved as an owner, principal, employee, officer, director, independent contractor, representative, stockholder, financial backer, agent, partner, member, advisor, lender, consultant or in any other individual or representative capacity with any individual, partnership, corporation or other organization that is engaged in a Competitive Activity.

Executive acknowledges that Executive's covenants under this Section 2(b) are a material inducement to the Company's entering into this Agreement. Further, Executive acknowledges that the restrictions set forth in this provision are reasonable and not greater than necessary to protect and maintain the proprietary and other legitimate business interests of the Company, and that the enforcement of these restrictions would not prevent Executive from earning a livelihood.

Notwithstanding the foregoing, Executive may make and retain investments during the Restricted Period, for investment purposes only, in less than one percent (1%) of the outstanding capital stock of any publicly-traded corporation engaged in a Competitive Activity if the stock of such corporation is either listed on a national stock exchange or on the NASDAQ National Market System if Executive is not otherwise affiliated with such corporation. Executive acknowledges that Executive's covenants under this Section 2(b) are a material inducement to the Company's entering into this Agreement.

(c) NON-SOLICITATION OF EMPLOYEES. Executive recognizes that Executive will possess Confidential Information about other employees, consultants and contractors of the Company and its subsidiaries or affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with suppliers to and customers of the Company and its subsidiaries or affiliates. Executive recognizes that the information Executive will possess about these other employees, consultants and contractors is not generally known, is of substantial value to the Company and its subsidiaries or affiliates in developing their respective businesses and in securing and retaining customers, and will be acquired by Executive because of Executive's business position with the Company. Executive agrees that, during Executive's employment hereunder and for a period of twelve (12) months thereafter, Executive will not, directly or indirectly, hire or solicit or recruit any employee of (i) the Company and/or (ii) its subsidiaries and/or affiliates with whom Executive has had direct contact during Executive's employment hereunder, in each case, for the purpose of being employed by Executive or by any business, individual, partnership, firm, corporation or other entity on whose behalf Executive is acting as an agent, representative or employee and that Executive will not convey any such Confidential Information or trade secrets about employees of the Company or any of its subsidiaries or affiliates to any other person except within the scope of Executive's duties hereunder.

(d) NON-SOLICITATION OF BUSINESS PARTNERS. During Executive's employment hereunder, and for a period of twelve (12) months thereafter, Executive shall not, without the prior written consent of the Company, persuade or encourage any business partners or business affiliates of (i) the Company and/or (ii) any of its subsidiaries and/or affiliates with whom Executive has direct contact during his employment hereunder, in each case, to cease doing business with the Company and/or

any of its subsidiaries and/or affiliates or to engage in any business competitive with the Company and/or its subsidiaries and/or affiliates.

(e) PROPRIETARY RIGHTS; ASSIGNMENT. All Employee Developments (defined below) shall be considered works made for hire by Executive for the Company or, as applicable, its subsidiaries or affiliates, and Executive agrees that all rights of any kind in any Employee Developments belong exclusively to the Company. In order to permit the Company to exploit such Employee Developments, Executive shall promptly and fully report all such Employee Developments to the Company. Except in furtherance of Executive's obligations as an employee of the Company, Executive shall not use or reproduce any portion of any record associated with any Employee Development without prior written consent of the Company or, as applicable, its subsidiaries or affiliates. Executive agrees that in the event actions of Executive are required to ensure that such rights belong to the Company under applicable laws, Executive will cooperate and take whatever such actions are reasonably requested by the Company, whether during or after the Term, and without the need for separate or additional compensation. "Employee Developments" means any idea, know-how, discovery, invention, design, method, technique, improvement, enhancement, development, computer program, machine, algorithm or other work of authorship, whether developed, conceived or reduced to practice during or following the period of employment, that (i) concerns or relates to the actual or anticipated business, research or development activities, or operations of the Company or any of its subsidiaries or affiliates, or (ii) results from or is suggested by any undertaking assigned to Executive or work performed by Executive for or on behalf of the Company or any of its subsidiaries or affiliates, whether created alone or with others, during or after working hours, or (iii) uses, incorporates or is based on Company equipment, supplies, facilities, trade secrets or inventions of any form or type. All Confidential Information and all Employee Developments are and shall remain the sole property of the Company or any of its subsidiaries or affiliates. Executive shall acquire no proprietary interest in any Confidential Information or Employee Developments developed or acquired during the Term. To the extent Executive may, by operation of law or otherwise, acquire any right, title or interest in or to any Confidential Information or Employee Development, Executive hereby assigns and covenants to assign to the Company all such proprietary rights without the need for a separate writing or additional compensation. Executive shall, both during and after the Term, upon the Company's request, promptly execute, acknowledge, and deliver to the Company all such assignments, confirmations of assignment, certificates, and instruments, and shall promptly perform such other acts, as the Company may from time to time in its discretion deem necessary or desirable to evidence, establish, maintain, perfect, enforce or defend the Company's rights in Confidential Information and Employee Developments.

(f) COMPLIANCE WITH POLICIES AND PROCEDURES. During the period that Executive is employed with the Company hereunder, Executive shall adhere to the policies and standards of professionalism set forth in the policies and procedures of the Company as they may exist from time to time.

(g) SURVIVAL OF PROVISIONS. The obligations contained in this Section 2 shall, to the extent provided in this Section 2, survive the termination or expiration of Executive's employment with the Company and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement. If it is determined by a court of competent jurisdiction that any restriction in this Section 2 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by applicable law.

3. ASSIGNMENT; SUCCESSORS. This Agreement is personal in its nature and none of the parties hereto shall, without the consent of the others, assign or transfer this Agreement or any rights or obligations hereunder; provided, that the Company may assign this Agreement to, or allow any of its obligations to be fulfilled by, or take actions through, any affiliate of the Company and, in the event of the merger, consolidation, transfer, or sale of all or substantially all of the assets of the Company (a "Transaction") with or to any other individual or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder, and in the event of any such assignment or Transaction, all references herein to the "Company" shall refer to the Company's assignee or successor hereunder.

4. WITHHOLDING. The Company shall make such deductions and withhold such amounts from each payment and benefit made or provided to Executive hereunder, as may be required from time to time by applicable law, governmental regulation or order.

5. SECTION 409A OF THE INTERNAL REVENUE CODE.

(a) This Agreement is not intended to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder ("Section 409A"). It is intended that any amounts payable under this Agreement and the Company's and Executive's exercise of authority or discretion hereunder shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. This Agreement shall be construed and interpreted consistent with that intent. In no event shall the Company be required to pay Executive any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A with respect to any benefit paid to Executive hereunder.

(b) For purposes of this Agreement, a "Separation from Service" occurs when Executive dies, retires or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

(c) If Executive is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of Executive's Separation from Service, Executive shall not be entitled to any payment or benefit pursuant to Section 1(d) that constitutes nonqualified deferred compensation under Section 409A until the earlier of (i) the date which is six (6) months after her Separation from Service for any reason other than death, or (ii) the date of Executive's death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A. Any amounts otherwise payable to Executive upon or in the six (6) month period following Executive's Separation from Service that are not so

paid by reason of this Section 6(c) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Executive's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Executive's death).

(d) To the extent that any reimbursement pursuant to this Agreement is taxable to Executive, Executive shall provide the Company with documentation of the related expenses promptly so as to facilitate the timing of the reimbursement payment contemplated by this paragraph, and any reimbursement payment due to Executive pursuant to such provision shall be paid to Executive on or before the last day of Executive's taxable year following the taxable year in which the related expense was incurred. Such reimbursement obligations pursuant to this Agreement are not subject to liquidation or exchange for another benefit and the amount of such benefits that Executive receives in one taxable year shall not affect the amount of such benefits that Executive receives in any other taxable year.

(e) In no event shall the Company be required to pay Executive any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A with respect to any benefit paid to Executive hereunder. The Company agrees to take any reasonable steps requested by Executive to avoid adverse tax consequences to Executive as a result of any benefit to Executive hereunder being subject to Section 409A, provided that Executive shall, if requested, reimburse the Company for any incremental costs (other than incidental costs) associated with taking such steps. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A.

(f) For purposes of Section 409A, Executive's right to receive any "installment" payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

6. HEADING REFERENCES. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. References to "this Agreement" or the use of the term "hereof" shall refer to these Standard Terms and Conditions and the Employment Agreement attached hereto, taken as a whole.

7. REMEDIES FOR BREACH. Executive expressly agrees and understands that Executive will notify the Company in writing of any alleged breach of this Agreement by the Company, and the Company will have thirty (30) days from receipt of Executive's notice to cure any such breach. Executive expressly agrees and understands that in the event of any termination of Executive's employment by the Company during the Term, the Company's contractual obligations to Executive shall be fulfilled through compliance with its obligations under Section 1 of the Standard Terms and Conditions.

Executive expressly agrees and understands that the remedy at law for any breach by Executive of Section 2 of the Standard Terms and Conditions will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon Executive's violation of any provision of such Section 2, the Company shall be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and obtain a temporary order

restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation.

Nothing shall be deemed to limit the Company's remedies at law or in equity for any breach by Executive of any of the provisions of this Agreement, including Section 2, which may be pursued by or available to the Company.

8. WAIVER; MODIFICATION. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Agreement shall not be modified in any respect except by a writing executed by each party hereto.

9. SEVERABILITY. In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any law or public policy, only the portions of this Agreement that violate such law or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

10. INDEMNIFICATION. The Company shall indemnify and hold Executive harmless for acts and omissions in Executive's capacity as an officer, director or employee of the Company to the maximum extent permitted under applicable law; provided, however, that neither the Company, nor any of its subsidiaries or affiliates shall indemnify Executive for any losses incurred by Executive as a result of acts described in Section 1(c) of this Agreement.

[The Signature Page Follows]

ACKNOWLEDGED AND AGREED:

Date: 3/11/2026

*Angi Inc.*

/s/ Jeffrey W. Kip  
By: Jeffrey W. Kip  
Title: CEO

Julie Hoarau

/s/ Julie Hoarau

**Exhibit A**

The following sets forth terms that apply to the restricted stock unit awards approved by the Compensation and Human Capital Committee (“Committee”).

<b>Award Holder</b>	Julie Hoarau
<b>Award Amount</b>	<p>Restricted stock units (“RSUs”) covering an aggregate of 78,724 shares of Class A Common Stock under the Angi Inc. Amended and Restated 2017 Stock and Annual Incentive Plan (the “Amended Plan”) on the Award Date.</p> <p>Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the Plan.</p>
<b>Award Date</b>	The Effective Date of Employment Agreement.
<b>Vest Start Date</b>	Award Date
<b>Vesting Schedule</b>	Subject to Award Holder’s continued employment with Angi Inc. or its subsidiaries, RSU award shall, subject to the provisions of the Plan, vest and become exercisable in two equal installments, with 39,362 vesting on each of March 1, 2027 and March 1, 2028, subject to Award Holder’s continued service.
<b>Termination</b>	<p>Except as may be provided in Employment Agreement, all unvested RSUs shall be forfeited and canceled in their entirety upon such termination for any reason.</p> <p>In addition, upon termination for Cause or resignation in anticipation of being terminated for Cause, all RSUs shall be forfeited and canceled in their entirety upon such termination or resignation. In addition, if following any termination of employment for any reason, the Company becomes aware that during the two-year period prior to such termination there was an event or circumstance that constituted fraud (financial or otherwise) or that would have been grounds for termination for Cause that caused, or is reasonably likely to cause, meaningful damage (economic, reputational or otherwise) to the Company and/or any of its affiliates (the “Underlying Event”), then all RSUs that remain outstanding shall be canceled and forfeited in their entirety and if any portion of the RSUs vested after the Underlying Event, the Company shall be entitled to recover at any time within two years after such exercise any value received upon vesting.</p>
<b>Change in Control</b>	<p>Change in Control as defined in the Plan.</p> <p>100% acceleration of vesting for all RSUs if, during the two-year period following a Change in Control, Award Holder’s employment is terminated by the Company other than for Cause or Award Holder resigns for Good Reason (as such terms are defined in the Plan).</p>

<b>Impact of Corporate Transactions on Award</b>	<p>In the event of a Corporate Transaction or Share Change (as such terms are defined in the Plan), the Committee may and shall, respectively, adjust the Awards as it deems equitable and appropriate in accordance with the Plan.</p> <p>In the event of any other transaction that results in the common stock of the Company no longer being publicly traded, the Committee shall have the ability to adjust the Awards as it deems equitable and appropriate in a manner it determines in its sole discretion. In any such case, equitable and appropriate adjustments may include, without limitation: (a) the substitution of shares of Angi Class A common stock underlying the Awards with publicly-traded shares of the ultimate parent of the Company; or (b) the creation of a valuation and/or liquidity mechanism for the underlying shares of Angi Class A common stock underlying the awards which are no longer publicly traded.</p>
<b>Dividend Rights</b>	<p>No cash dividends will be paid on RSUs and/or on the shares of Angi Class A common stock underlying the RSUs. Stock dividends, distributions and extraordinary, significant non-recurring cash dividends may result in an adjustment to the number of RSUs, as determined by the Committee or the Board and as further provided by the Plan.</p>
<b>Form of Payout</b>	<p>Vested RSUs are settled in the form of shares of Angi Class A common stock.</p>
<b>Withholding Taxes</b>	<p>Upon vesting, RSUs are settled net of amounts necessary to cover withholding taxes, with shares of Angi Class A common stock withheld from vested awards.</p>
<b>Terms and Conditions:</b>	<p>Award Holder's RSU award is subject to the related Terms and Conditions and to the Plan, which are incorporated herein by reference. Copies of these documents are also available upon request from Angi Inc. Human Resources.</p>

**Certification**

I, Jeffrey W. Kip, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2026 of Angi Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 5, 2026

/s/ JEFFREY W. KIP

Jeffrey W. Kip

*Chief Executive Officer*

**Certification**

I, Julie Hoarau, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2026 of Angi Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 5, 2026

/s/ JULIE HOARAU

Julie Hoarau

*Chief Financial Officer*

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

I, Jeffrey W. Kip, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 of Angi Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Angi Inc.

Dated: May 5, 2026

/s/ JEFFREY W. KIP

Jeffrey W. Kip

*Chief Executive Officer*

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

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

- (1) the Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 of Angi Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Angi Inc.

Dated: May 5, 2026

/s/ JULIE HOARAU

Julie Hoarau

*Chief Financial Officer*