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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 September 30, 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	**82-1204801**
(State or other jurisdiction of incorporation or organization)	(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 October 30, 2026, the following shares of the registrant's common stock were outstanding:

Class A Common Stock	40,961,569
Class B Common Stock	—
Class C Common Stock	—
Total outstanding Common Stock	40,961,569

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PART I
FINANCIAL INFORMATION

Item 1. *Consolidated Financial Statements*

Angi Inc. and Subsidiaries
CONSOLIDATED BALANCE SHEET
(Unaudited)

	September 30, 2026	December 31, 2025
	(In thousands, except par value amounts)	
ASSETS		
Cash and cash equivalents	$ 202,503	$ 303,701
Accounts receivable, net	34,052	33,054
Other current assets	24,553	29,627
Total current assets	261,108	366,382
Capitalized software, leasehold improvements and equipment, net	95,163	99,101
Goodwill	662,382	890,066
Intangible assets, net	157,136	167,142
Deferred income taxes	122,794	126,229
Other non-current assets, net	23,380	31,448
TOTAL ASSETS	$ 1,321,963	$ 1,680,368
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES:		
Accounts payable	$ 39,730	$ 34,031
Deferred revenue	23,828	22,096
Accrued expenses and other current liabilities	137,412	166,311
Total current liabilities	200,970	222,438
Long-term debt, net	398,650	497,667
Deferred income taxes	1,194	1,498
Other long-term liabilities	23,024	31,399
Commitments and contingencies		
SHAREHOLDERS' EQUITY:		
Class A common stock, $0.001 par value; authorized 2,000,000 shares; issued 55,138 and 54,282 shares, respectively, and outstanding 40,918 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	1,438,884	1,427,693
Accumulated deficit	(389,187)	(150,880)
Accumulated other comprehensive income	3,813	5,938
Treasury stock, 14,220 and 14,220 shares, respectively	(355,923)	(355,923)
Total shareholders' equity	698,125	927,366
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 1,321,963	$ 1,680,368

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 September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands, except per share data)			
Revenue	$ 242,018	$ 265,633	$ 728,171	$ 789,767
Cost of revenue (exclusive of depreciation shown separately below)	10,653	12,460	32,015	38,617
Gross profit	231,365	253,173	696,156	751,150
Operating costs and expenses:				
Selling and marketing expense	127,027	129,314	409,216	387,308
General and administrative expense	62,030	69,410	179,846	200,810
Product development expense	9,254	20,749	30,595	71,430
Depreciation	16,851	11,918	52,584	32,144
Restructuring	727	—	16,424	—
Goodwill impairment	—	—	225,628	—
Impairment of intangibles	—	—	9,600	—
Total operating costs and expenses	215,889	231,391	923,893	691,692
Operating income (loss)	15,476	21,782	(227,737)	59,458
Interest expense	(4,298)	(5,069)	(14,435)	(15,164)
Other income, net	1,897	4,090	13,967	13,737
Earnings (loss) before income taxes	13,075	20,803	(228,205)	58,031
Income tax provision	(11,737)	(10,198)	(10,102)	(21,423)
Net earnings (loss) attributable to Angi Inc. shareholders	$ 1,338	$ 10,605	$ (238,307)	$ 36,608
Per share information attributable to Angi Inc. shareholders:				
Basic earnings (loss) per share	$ 0.03	$ 0.24	$ (5.90)	$ 0.78
Diluted earnings (loss) per share	$ 0.03	$ 0.23	$ (5.90)	$ 0.77
Stock-based compensation expense by function:				
Selling and marketing expense	$ 832	$ 748	$ 1,846	$ 2,192
General and administrative expense	7,657	3,983	13,827	773
Product development expense	645	1,251	1,169	5,784
Total stock-based compensation expense	$ 9,134	$ 5,982	$ 16,842	$ 8,749

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 September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Net earnings (loss)	$ 1,338	$ 10,605	$ (238,307)	$ 36,608
Other comprehensive income (loss):				
Change in foreign currency translation adjustment	265	(534)	(2,125)	8,311
Total other comprehensive income (loss)	265	(534)	(2,125)	8,311
Comprehensive income (loss) attributable to Angi Inc. shareholders	$ 1,603	$ 10,071	$ (240,432)	$ 44,919

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

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
Three and Nine Months Ended September 30, 2026
(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						
	$	Shares	$	Shares	$	Shares	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Shareholders' Equity
Balance as of June 30, 2026	$ 538	54,712	$ —	—	$ —	—	$ 1,429,987	$ (390,525)	$ 3,548	$ (355,923)	$ 687,625
Net earnings	—	—	—	—	—	—	—	1,338	—	—	1,338
Other comprehensive income	—	—	—	—	—	—	—	—	265	—	265
Stock-based compensation expense	—	—	—	—	—	—	10,536	—	—	—	10,536
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	426	—	—	—	—	(1,570)	—	—	—	(1,570)
Other	—	—	—	—	—	—	(69)	—	—	—	(69)
Balance as of September 30, 2026	$ 538	55,138	$ —	—	$ —	—	$ 1,438,884	$ (389,187)	$ 3,813	$ (355,923)	$ 698,125
Balance as of December 31, 2025	$ 538	54,282	$ —	—	$ —	—	$ 1,427,693	$ (150,880)	$ 5,938	$ (355,923)	$ 927,366
Net loss	—	—	—	—	—	—	—	(238,307)	—	—	(238,307)
Other comprehensive loss	—	—	—	—	—	—	—	—	(2,125)	—	(2,125)
Stock-based compensation expense	—	—	—	—	—	—	21,003	—	—	—	21,003
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	856	—	—	—	—	(3,651)	—	—	—	(3,651)
Adjustment pursuant to the tax sharing agreement with IAC post-distribution	—	—	—	—	—	—	(273)	—	—	—	(273)
Other	—	—	—	—	—	—	(5,888)	—	—	—	(5,888)
Balance as of September 30, 2026	$ 538	55,138	$ —	—	$ —	—	$ 1,438,884	$ (389,187)	$ 3,813	$ (355,923)	$ 698,125

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
Three and Nine Months Ended September 30, 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					
Balance as of June 30, 2025	$ 537	54,074	$ —	—	$ —	—	$ 1,448,914	$ (169,012)	$ 6,350	$ (284,565)	$ 1,002,224
Net earnings	—	—	—	—	—	—	—	10,605	—	—	10,605
Other comprehensive loss	—	—	—	—	—	—	—	—	(534)	—	(534)
Stock-based compensation expense	—	—	—	—	—	—	7,541	—	—	—	7,541
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	66	—	—	—	—	(606)	—	—	—	(606)
Purchase of treasury stock	—	—	—	—	—	—	—	—	—	(25,399)	(25,399)
Other	—	—	—	—	—	—	(64)	303	—	—	239
Balance as of September 30, 2025	$ 537	54,140	$ —	—	$ —	—	$ 1,455,785	$ (158,104)	$ 5,816	$ (309,964)	$ 994,070
Balance as of December 31, 2024	$ 113	11,295	$ 422	42,202	$ —	—	$ 1,465,640	$ (195,015)	$ (2,495)	$ (205,864)	$ 1,062,801
Net earnings	—	—	—	—	—	—	—	36,608	—	—	36,608
Other comprehensive income	—	—	—	—	—	—	—	—	8,311	—	8,311
Stock-based compensation expense	—	—	—	—	—	—	13,374	—	—	—	13,374
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	1	523	—	—	—	—	(6,852)	—	—	—	(6,851)
Issuance of common stock to IAC pursuant to the employee matters agreement	1	120	—	—	—	—	(1)	—	—	—	—
Purchase of treasury stock	—	—	—	—	—	—	—	—	—	(104,100)	(104,100)
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	—	—	—	—	—	—	1,584	303	—	—	1,887
Balance as of September 30, 2025	$ 537	54,140	$ —	—	$ —	—	$ 1,455,785	(158,104)	$ 5,816	$ (309,964)	$ 994,070

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

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

	Nine Months Ended September 30,	
	2026	**2025**
	(In thousands)	
Cash flows from operating activities:		
Net (loss) earnings	$ (238,307)	$ 36,608
Adjustments to reconcile net (loss) earnings to net cash provided by operating activities:		
Depreciation	52,584	32,144
Provision for credit losses	30,134	37,273
Stock-based compensation expense	16,842	8,749
Non-cash lease expense (including impairment of right-of-use assets)	5,699	5,495
Deferred income taxes	2,364	16,894
Gain on extinguishment of debt	(8,381)	—
Goodwill impairment	225,628	—
Impairment of intangibles	9,600	—
Other adjustments, net	943	(1,255)
Changes in assets and liabilities:		
Accounts receivable	(31,438)	(37,863)
Other assets	2,965	14,472
Accounts payable and other liabilities	(22,486)	(13,865)
Income taxes payable and receivable	1,815	(1,727)
Operating lease liabilities	(11,871)	(9,745)
Deferred revenue	1,761	(12,191)
Net cash provided by operating activities	37,852	74,989
Cash flows from investing activities:		
Capital expenditures	(44,829)	(40,872)
Proceeds from sales of fixed assets	75	75
Net cash used in investing activities	(44,754)	(40,797)
Cash flows from financing activities:		
Repurchases of debt	(91,195)	—
Withholding taxes paid on behalf of employees on net settled stock-based awards	(2,394)	(6,907)
Purchases of treasury stock	—	(102,657)
Net cash used in financing activities	(93,589)	(109,564)
Total cash used	(100,491)	(75,372)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	(707)	(484)
Net decrease in cash and cash equivalents and restricted cash	(101,198)	(75,856)
Cash and cash equivalents and restricted cash at beginning of period	303,701	416,545
Cash and cash equivalents and restricted cash at end of period	$ 202,503	$ 340,689

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

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 101,000 Average Monthly Active Pros in the U.S. during the three months ended September 30, 2026. Additionally, consumers turned to at least one of our businesses to find a Pro for approximately 15 million projects during the trailing twelve months ended September 30, 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 convertible 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.

Distribution

On March 31, 2025, People Incorporated, formerly known as 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.

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.

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 7—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.

The current and non-current deferred revenue balances at September 30, 2026 are $23.8 million and less than $0.1 million, respectively, and during the nine months ended September 30, 2026, the Company recognized $21.4 million of revenue that was included in the deferred revenue balance as of December 31, 2025.

The current and non-current deferred revenue balances at December 31, 2025 were $22.1 million and less than $0.1 million, respectively, and during the nine months ended September 30, 2025, the Company recognized $40.6 million of revenue that was included in the deferred revenue balance as of December 31, 2024.

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.

Goodwill and Indefinite-Lived Intangible Assets

The Company’s U.S. and International reporting units are separate operating segments. See “Note 7—Segment Information” for additional information regarding the Company’s method of determining operating and reportable segments.

The Company assesses goodwill and indefinite-lived intangible assets for impairment annually as of October 1, or more frequently if an event occurs or circumstances change that would indicate that it is more likely than not that the fair value of a reporting unit or the fair value of an indefinite-lived intangible asset has declined below its carrying value.

If the conclusion of the Company’s qualitative assessment is that there are indicators of impairment and a quantitative test is required, the annual or interim quantitative test of the recovery of goodwill involves a comparison of the estimated fair value of the Company’s reporting unit that is being tested to its carrying value. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill of the reporting unit is not impaired. If the carrying value of a reporting unit exceeds its estimated fair value, a goodwill impairment equal to the excess is recorded. During the second quarter of 2026, the Company concluded that the continued decrease in stock price and market capitalization since December 31, 2025 constituted a triggering event such that the Company performed quantitative impairment assessments of its goodwill and indefinite-lived intangible assets as of May 31, 2026.

During the three months ended September 30, 2026, the Company evaluated whether any events occurred or circumstances changed that would indicate it was more likely than not that the fair value of a reporting unit or an indefinite-lived intangible asset had declined below its carrying value. In making this evaluation, the Company considered macroeconomic and industry conditions, changes in its stock price and market capitalization since June 30, 2026, its actual financial results relative to the forecast used in the quantitative assessments and other entity-specific events. The Company concluded that no triggering event occurred during the three months ended September 30, 2026.

As a result of the quantitative impairment assessment performed as of May 31, 2026, the Company determined that the carrying value of the U.S. reporting unit exceeded the fair value by $225.6 million, resulting in a goodwill impairment charge of

$225.6 million, which is presented as a separate line item on the consolidated statement of operations during the nine months ended September 30, 2026. No goodwill impairment was recorded for the U.S. reporting unit during the three months ended September 30, 2026. The estimated fair value of the International reporting unit exceeded its carrying value by approximately $200.0 million, or 70%, and accordingly no goodwill impairment was recorded during the three and six months ended June 30, 2026.

The fair value of the Company's reporting units was determined using both an income approach based on discounted cash flows (“DCF”) and a market approach. The income approach and market approach were each weighted 50% in determining the concluded fair value of each reporting unit. The fair value measurements used in the quantitative impairment tests are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs.

Determining fair value using a DCF analysis requires the exercise of significant judgment with respect to several items, including the amount and timing of expected future cash flows, discount rates, and the long-term growth rate used to estimate terminal value. The expected cash flows used in the DCF analyses were based on the Company’s most recent forecast, and for years beyond the periods covered by the forecast, the Company’s estimates of forecasted long-term growth rates. The discount rates used in the DCF analyses are intended to reflect the risks, which consider macroeconomic and industry specific factors, inherent in the expected future cash flows of the respective reporting units. The discount rates used in the quantitative tests as of June 30, 2026 for determining the fair value of the Company’s U.S. and International reporting units were 16.0% and 17.5%, respectively. The long-term growth rate used to estimate terminal value in the DCF analyses as of June 30, 2026 was 3.0% for the U.S. and International reporting units.

Determining fair value using a market approach considers multiples of financial metrics based on EBITDA trading multiples of a selected peer group of companies. From the comparable companies, a representative market multiple is determined which is applied to financial metrics to estimate the fair value of a reporting unit. To determine a peer group of companies for our respective reporting units, we considered companies relevant in terms of consumer use, monetization model, margin and growth characteristics, and brand strength operating in their respective sectors. The EBITDA trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company’s U.S. reporting unit were between 6.5x and 8.5x. The EBITDA trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company’s International reporting unit were between 6.5x and 10.0x.

In the second quarter of 2026, the Company identified an impairment charge of $9.6 million related to a certain indefinite-lived trade name at the U.S. reporting unit. The discount rate used to value this trade name was 16.0%, the royalty rate was 2.0% and a long-term growth rate was 3.0%. The impairment of the indefinite-lived intangible asset is included in “Impairment of intangibles” in the consolidated statement of operations for the nine months ended September 30, 2026. No impairment of indefinite-lived intangible assets was recorded during the three months ended September 30, 2026. No other indefinite-lived intangible assets were impaired as a result of the assessment.

The Company determines the fair value of indefinite-lived intangible assets using a relief from royalty DCF valuation analysis. The fair value measurements used in the quantitative relief from royalty DCF valuations are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs. Significant judgments inherent in this analysis include the selection of appropriate royalty and discount rates and estimating the amount and timing of expected future revenue. The discount rates used in the DCF analyses are intended to reflect the risks inherent in the expected future cash flows generated by the respective intangible assets. The royalty rates used in the DCF analyses are based upon an estimate of the royalty rates that a market participant would pay to license the Company’s trade names and trademarks. The expected cash flows used in the relief from royalty analyses were based on the Company’s most recent forecast, and for years beyond the periods covered by the forecast, the Company’s estimates of forecasted long-term growth rates. The discount rates used in the Company’s indefinite-lived impairment assessment ranged from 16.0% to 17.5%, the royalty rates used ranged from 2.0% to 4.5% and the long-term growth rate used to estimate the terminal value in the DCF analyses was 3.0%, in each case as of June 30, 2026.

Long-Lived Assets

Long-lived assets, other than goodwill and indefinite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. The carrying value of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual

disposition of the asset. If the carrying value is deemed not to be recoverable, an impairment loss is recorded equal to the amount by which the carrying value of the long-lived asset exceeds its fair value. The Company recorded no impairments of its long-lived assets, other than goodwill and indefinite-lived intangible assets, as of September 30, 2026.

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.

Stock-Based Compensation

On September 22, 2026, the Company and Jeffrey W. Kip, the Company's then Chief Executive Officer, entered into a separation agreement, under which Mr. Kip's employment terminated effective as of that date. The agreement accelerated the vesting of 703 thousand equity awards (438 thousand restricted stock units ("RSUs"), 140 thousand market-based stock units ("MSUs") and 125 thousand stock options) and provides that 222 thousand RSUs will vest at the end of a six-month consulting period and that his remaining 540 thousand unvested awards will vest if a change in control occurs during that period. The Company recognized stock-based compensation expense of $4.1 million as a result of the separation agreement during the three months ended September 30, 2026. No cost was recognized for the awards that vest only upon a change in control because a change in control is not considered probable as of September 30, 2026.

Also on September 22, 2026, in connection with his appointment as Chief Executive Officer, the Company granted Michael Steib 1.0 million RSUs that vest in equal annual installments over four years and 1.0 million MSUs. The MSUs are divided into four tranches, which vests on the later of (i) the first through fourth anniversaries of the grant date, respectively, and (ii) the date on or after each such anniversary on which the Company's 30-day volume-weighted average stock price equals or exceeds certain stock price goals ranging from $10.00 to $20.00. Any MSUs that have not vested by the sixth anniversary of the grant date will be forfeited. The grant-date fair value of the RSUs was $5.54 per share, and the fair value of the MSUs, estimated using a Monte Carlo simulation to reflect the market condition, ranged from $4.25 to $5.02 per share. The total grant-date fair value of the awards is $10.3 million and will be recognized over the requisite service periods of up to four years. The Company recognized $0.1 million of expense related to these awards in the three months ended September 30, 2026.

Recent Accounting Pronouncements

Recent Accounting Pronouncements Adopted by the Company

There were no recently issued accounting pronouncements adopted by the Company during the nine months ended September 30, 2026.

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.

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

	September 30, 2026			
	Level 1	Level 2	Level 3	Total Fair Value Measurements
	(In thousands)			
Assets:				
Cash equivalents:				
Money market funds	$ 82,669	$ —	$ —	$ 82,669
Total	$ 82,669	$ —	$ —	$ 82,669

	December 31, 2025			
	Level 1	Level 2	Level 3	Total Fair Value Measurements
	(In thousands)			
Assets:				
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.

See "Note 1—The Company and Summary of Significant Accounting Policies" for further discussion of the Company's assessments of impairment of goodwill and indefinite-lived intangible assets.

Financial instruments measured at fair value only for disclosure purposes

The total fair value of the outstanding long-term debt is estimated using observable market prices or indices for similar liabilities, which are Level 2 inputs, and was approximately $317.8 million and $461.4 million at September 30, 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. 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, $14.9 million was recorded in the first quarter of 2026, $0.8 million was recorded in the second quarter of 2026 and $0.7 million was recorded in the third quarter of 2026, for a cumulative total of $29.2 million. The $6.1 million remaining restructuring liability is included within 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 for the three and nine months ended September 30, 2026. The restructuring charges consist primarily of severance payments, employee benefits and related costs.

The following table presents accrued restructuring activities related to employee severance and benefit arrangements:

	September 30, 2026
	(In thousands)
Balance as of January 1, 2026	$ 12,806
Accruals and adjustments	16,424
Cash payments	(23,099)
Balance as of September 30, 2026	$ 6,131

On November 3, 2026, we announced a reduction of our global workforce by approximately 300 roles, mostly in middle management and support functions, to increase focus and organizational velocity.

As a result of the reduction in workforce, we estimate restructuring charges primarily split between the fourth quarter of 2026 and the first half of 2027 of approximately $18.0 million to $30.0 million in total, primarily consisting of severance payments, employee benefits and related costs, all of which are anticipated to result in cash expenditures. The reduction in workforce is expected to be substantially complete during the first half of 2027.

NOTE 4—GOODWILL AND INTANGIBLE ASSETS

Goodwill and intangible assets, net are as follows:

	September 30, 2026	December 31, 2025
	(In thousands)	
Goodwill	$ 662,382	$ 890,066
Intangible assets with indefinite lives	157,136	167,142

The following table presents the balance of goodwill by reportable segment, including the changes in the carrying value of goodwill, for the nine months ended September 30, 2026:

	Balance at December 31, 2025	Impairments	Foreign Currency Translation	Balance at September 30, 2026
	(In thousands)			
U.S.	$ 812,330	$ (225,628)	$ —	$ 586,702
International	77,736	—	(2,056)	75,680
Total goodwill	$ 890,066	$ (225,628)	$ (2,056)	$ 662,382

In the second quarter of 2026, the Company determined that the carrying value of the U.S. reporting unit exceeded the fair value by $225.6 million resulting in a goodwill impairment charge of $225.6 million which is presented as a separate line item on the consolidated statement of operations during the nine months ended September 30, 2026.

The following table presents the balance of goodwill by reportable segment, including the changes in the carrying value of goodwill, for the year ended December 31, 2025:

	Balance at December 31, 2024	Foreign Currency Translation	Balance at December 31, 2025
	(In thousands)		
U.S.	$ 812,330	$ —	$ 812,330
International	71,110	6,626	77,736
Total goodwill	$ 883,440	$ 6,626	$ 890,066

Intangible assets with indefinite lives are trade names and trademarks acquired in various acquisitions. Intangible assets with definite lives were fully amortized during the year ended December 31, 2023. At September 30, 2026 and December 31, 2025, intangible assets with definite lives are as follows:

	September 30, 2026			
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted-Average Useful Life (Years)
	(Dollars in thousands)			
Technology	$ 79,500	$ (79,500)	$ —	5.6
Trade names	1,424	(1,424)	—	5.0
Total	$ 80,924	$ (80,924)	$ —	5.6

	December 31, 2025			
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted-Average Useful Life (Years)
	(Dollars in thousands)			
Technology	$ 82,234	$ (82,234)	$ —	5.5
Professional relationships	5,619	(5,619)	—	2.5
Trade names	1,376	(1,376)	—	5.0
Total	$ 89,229	$ (89,229)	$ —	5.3

In the second quarter of 2026, the Company identified an impairment charge of $9.6 million related to a certain indefinite-lived trade name at the U.S. reporting unit. The impairment of the indefinite-lived intangible asset is included in “Impairment of intangibles” in the consolidated statement of operations during the nine months ended September 30, 2026.

See “Note 1—The Company and Summary of Significant Accounting Policies” for further discussion of the Company’s assessments of impairment of goodwill and indefinite-lived intangible assets.

NOTE 5—LONG-TERM DEBT

Long-term debt consists of:

	September 30, 2026	December 31, 2025
	(In thousands)	
3.875% ANGI Group Senior Notes due August 15, 2028 (“ANGI Group Senior Notes”); interest payable each February 15 and August 15	$ 400,000	$ 500,000
Less: unamortized debt issuance costs	1,350	2,333
Total long-term debt, net	$ 398,650	$ 497,667

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 September 30, 2026 and December 31, 2025, there were no limitations pursuant thereto.

During the nine months ended September 30, 2026, the Company repurchased a total of $100.0 million aggregate principal amount of the ANGI Group Senior Notes, maturing in 2028, for total cash consideration, including $0.7 million of accrued and unpaid interest, for $91.9 million. The repurchases of the ANGI Group Senior Notes resulted in an aggregate net gain on extinguishment of debt of $8.4 million, which is included in other income, net in the consolidated statement of operations for the nine months ended September 30, 2026. There were no repurchases of the ANGI Group Senior Notes during the three months ended September 30, 2026.

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 ANGI Group Senior Notes. At September 30, 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 September 30, 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 6—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

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

	Three Months Ended September 30,	
	2026	2025
	Foreign Currency Translation Adjustment	Foreign Currency Translation Adjustment
	(In thousands)	
Balance at July 1	$ 3,548	$ 6,350
Other comprehensive income (loss)	265	(534)
Balance at September 30	$ 3,813	$ 5,816

	Nine Months Ended September 30,	
	2026	2025
	Foreign Currency Translation Adjustment	Foreign Currency Translation Adjustment
	(In thousands)	
Balance at January 1	$ 5,938	$ (2,495)
Other comprehensive (loss) income	(2,125)	8,311
Balance at September 30	$ 3,813	$ 5,816

At September 30, 2026 and 2025, there was no tax benefit or provision on the accumulated other comprehensive income (loss).

NOTE 7—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 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.

Disaggregated Revenue

The following table presents revenue by reportable segment:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Revenue:				
U.S.	$ 211,107	$ 233,247	$ 628,980	$ 691,333
International	30,911	32,386	99,191	98,434
Total	$ 242,018	$ 265,633	$ 728,171	$ 789,767

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
U.S.:				
Lead revenue	$ 194,770	$ 151,261	$ 575,495	$ 420,857
Advertising revenue	—	57,820	(46)	193,713
Services revenue	10,739	17,188	36,868	53,401
Membership subscription revenue	5,575	6,931	16,560	23,205
Other revenue	23	47	103	157
Total U.S. Revenue	211,107	233,247	628,980	691,333
International:				
Lead revenue	29,295	31,986	95,491	96,376
Membership subscription revenue	—	—	—	838
Other revenue	1,616	400	3,700	1,220
Total International Revenue	30,911	32,386	99,191	98,434
Total revenue	$ 242,018	$ 265,633	$ 728,171	$ 789,767

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 September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(in thousands)			
U.S.				
Consumer marketing expense [(a)]	$ 85,783	$ 84,869	$ 273,636	$ 242,999
Fixed expense [(b)]	36,029	45,006	106,460	142,761
Pro acquisition expense [(c)]	30,410	34,068	92,740	108,243
Variable expense [(d)]	17,923	26,979	60,248	81,507
Cost of revenue [(e)]	9,121	11,270	27,462	35,619
Total U.S. expenses	179,266	202,192	560,546	611,129
International				
Consumer marketing expense [(a)]	3,725	4,084	20,084	13,771
Fixed expense [(b)]	6,491	11,249	20,341	34,786
Pro acquisition expense [(c)]	3,779	2,312	13,509	10,429
Variable expense [(d)]	5,037	5,117	15,797	16,496
Cost of revenue [(e)]	1,532	1,190	4,553	2,998
Total International expenses	20,564	23,952	74,284	78,480
Total expenses	$ 199,830	$ 226,144	$ 634,830	$ 689,609

Pro acquisition expense for the three months ended September 30, 2026 excludes $2.1 million of commissions capitalized in the same period and includes $2.7 million of amortization of capitalized commissions from prior periods. Pro acquisition expense for the three months ended September 30, 2025 excludes $1.9 million of commissions capitalized in the same period and includes $6.5 million of amortization of capitalized commissions from prior periods.

Pro acquisition expense for the nine months ended September 30, 2026 excludes $7.1 million of commissions capitalized in the same period and includes $9.0 million of amortization of capitalized commissions from prior periods. Pro acquisition expense for the nine months ended September 30, 2025 excludes $7.7 million of commissions capitalized in the same period and includes $23.3 million of amortization of capitalized commissions from prior periods.

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[a] 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.

[b] 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.

[c] 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.

[d] 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.

[e] 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.

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; (3) acquisition-related items consisting of amortization of intangible assets and impairments of goodwill and intangible assets, if applicable; and (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 September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Segment Adjusted EBITDA:				
U.S.	$ 31,841	$ 31,052	$ 68,434	$ 80,199
International	10,347	8,630	24,907	20,152
Total Segment Adjusted EBITDA	$ 42,188	$ 39,682	$ 93,341	$ 100,351

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Total Segment Adjusted EBITDA	$ 42,188	$ 39,682	$ 93,341	$ 100,351
Stock-based compensation expense	(9,134)	(5,982)	(16,842)	(8,749)
Depreciation	(16,851)	(11,918)	(52,584)	(32,144)
Restructuring	(727)	—	(16,424)	—
Goodwill impairment	—	—	(225,628)	—
Impairment of intangibles	—	—	(9,600)	—
Interest expense	(4,298)	(5,069)	(14,435)	(15,164)
Other income, net	1,897	4,090	13,967	13,737
Earnings (loss) before income taxes	$ 13,075	$ 20,803	$ (228,205)	$ 58,031

Capital Expenditures

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Capital expenditures:				
U.S.	$ 12,505	$ 14,162	$ 39,214	$ 38,829
International	1,593	1,886	5,615	2,043
Total	$ 14,098	$ 16,048	$ 44,829	$ 40,872

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 September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Revenue:				
United States	$ 211,106	$ 233,219	$ 628,945	$ 691,254
All other countries	30,912	32,414	99,226	98,513
Total	$ 242,018	$ 265,633	$ 728,171	$ 789,767

	September 30, 2026	December 31, 2025
	(In thousands)	
Long-lived assets (excluding goodwill and intangible assets):		
United States	$ 100,995	$ 113,647
All other countries	13,202	10,787
Total	$ 114,197	$ 124,434

NOTE 8—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 $8.9 million payable to IAC as of September 30, 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 and nine months ended September 30, 2026, the Company recorded an income tax provision of $11.7 million and $10.1 million, respectively. The effective income tax rate for the three months ended September 30, 2026 is higher than the statutory rate of 21% primarily due to the effect of cross-border tax law and non-deductible equity based compensation, partially offset by research and development tax credits. The effective income tax rate for the nine months ended September 30, 2026 differs from the statutory rate of 21% primarily due to the impact of a goodwill impairment charge, which is primarily permanently non-deductible for income tax purposes, for which no corresponding tax benefit was recorded.

For the three months ended September 30, 2025, the Company recorded an income tax provision of $10.2 million which represents an effective income tax rate of 49%. The effective income tax rate is higher than the statutory rate of 21% due primarily to changes to tax laws enacted in the period, the effect of cross-border tax laws and state taxes, partially offset by research and development tax credits. For the nine months ended September 30, 2025, the Company recorded an income tax provision of $21.4 million which represents an effective income tax rate of 37%. The effective income tax rate is higher than the statutory rate of 21% due primarily to the effect of cross-border tax laws, tax shortfalls generated by the vesting of stock-based awards and state taxes.

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. As of September 30, 2026 there was no change to the Company's financial statements as a result of any ongoing global audits. Returns filed in various other jurisdictions are open to examination for tax years beginning with 2016.

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 its gross deferred tax assets on a more likely than not basis, except in certain jurisdictions.

NOTE 9—EARNINGS (LOSS) PER SHARE

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

	Three Months Ended September 30,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
	(In thousands, except per share data)			
Numerator:				
Net earnings attributable to Angi Inc. Class A and Class B Common Stock shareholders	$ 1,338	$ 1,338	$ 10,605	$ 10,605
Denominator:				
Weighted average basic Class A and Class B common stock shares outstanding	40,615	40,615	44,294	44,294
Dilutive securities [a] [b]	—	503	—	839
Denominator for earnings per share—weighted average shares	40,615	41,118	44,294	45,133
Earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:				
Earnings per share	$ 0.03	$ 0.03	$ 0.24	$ 0.23

	Nine Months Ended September 30,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
	(In thousands, except per share data)			
Numerator:				
Net (loss) earnings attributable to Angi Inc. Class A and Class B Common Stock shareholders	$ (238,307)	$ (238,307)	$ 36,608	$ 36,608
Denominator:				
Weighted average basic Class A and Class B common stock shares outstanding	40,410	40,410	47,079	47,079
Dilutive securities [a] [b]	—	—	—	660
Denominator for (loss) earnings per share—weighted average shares	40,410	40,410	47,079	47,739
(Loss) Earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:				
(Loss) Earnings per share	$ (5.90)	$ (5.90)	$ 0.78	$ 0.77

[a] If the effect is dilutive, the denominator for diluted earnings (loss) per share include the incremental shares that would be issued upon the assumed exercise of stock options and subsidiary denominated equity and vesting of RSUs and MSUs. For the three months ended September 30, 2026 and 2025, 3.4 million and 0.9 million of potentially dilutive securities, respectively, were excluded from the calculation of diluted earnings (loss) per share because their inclusion would have been anti-dilutive. For the nine months ended September 30, 2026 and 2025, 6.2 million and 0.9 million of potentially dilutive securities, respectively, were excluded from the calculation of diluted (loss) 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 (loss) 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 and nine months ended September 30, 2026 and 2025, 1.1 million and 0.3 million underlying MSUs and PSUs, respectively, were excluded from the calculation of diluted earnings (loss) per share because the market or performance condition(s) had not been met as of September 30, 2026.

NOTE 10—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:

	September 30, 2026	December 31, 2025	September 30, 2025	December 31, 2024
	(In thousands)			
Cash and cash equivalents	$ 202,503	$ 303,701	$ 340,689	$ 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	$ 202,503	$ 303,701	$ 340,689	$ 416,545

Restricted cash included in "Other non-current assets" in the consolidated balance sheet as of December 31, 2024 primarily consisted of deposits related to leases.

Credit Losses

The following table presents the changes in the allowance for credit losses for the nine months ended September 30, 2026 and 2025:

	2026	2025
	(In thousands)	
Balance at January 1	$ 15,890	$ 20,504
Current period provision for credit losses	30,134	37,273
Write-offs charged against the allowance for credit loss	(29,114)	(43,062)
Recoveries collected	3,800	3,361
Other	20	916
Balance at September 30	$ 20,730	$ 18,992

Accumulated Depreciation and Amortization

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

Asset Category	September 30, 2026	December 31, 2025
	(In thousands)	
Capitalized software, leasehold improvements, and equipment	$ 181,894	$ 222,024
Intangible assets	$ 80,924	$ 89,229

Other income, net

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
	(In thousands)			
Interest income	$ 1,645	$ 3,833	$ 5,792	$ 12,027
Gain on extinguishment of debt	—	—	8,381	—
Other	252	257	(206)	1,710
Other income, net	$ 1,897	$ 4,090	$ 13,967	$ 13,737

NOTE 11—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 8—Income Taxes" for information related to unrecognized tax benefits.

NOTE 12—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 September 30, 2026, there were no equity awards denominated in shares of the Company's subsidiaries outstanding.

The Company subleased office space to IAC and pursuant to a lease agreement charged rent of $0.1 million for the nine months ended September 30, 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 101,000 Average Monthly Active Pros (as defined below) in the U.S. during the three months ended September 30, 2026. Additionally, consumers turned to at least one of our businesses to find a Pro for approximately 15 million projects during the trailing twelve months ended September 30, 2026.

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").

Reduction in Force

On November 3, 2026, the Company announced a reduction of its global workforce, aimed at increasing focus and organizational velocity. Management views the action as a step toward capturing more of the business's margin potential. The Company expects total restructuring charges of $18.0 million to $30.0 million, recognized mainly in the fourth quarter of 2026 and the first half of 2027. These charges consist of cash expenditures related to severance payments, employee benefits and related costs.

The Company also expects the actions to generate annual run-rate savings of $50.0 million to $60.0 million across operating expenses and capital expenditures, some of which may be re-invested. For more information, see "Note 3–Restructuring" to the financial statements included in "Item 1–Consolidated Financial Statements" and "Item 5–Other Information" of this Quarterly Report.

Distribution

On March 31, 2025, People Incorporated, formerly known as 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:

- **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.

- **U.S. Revenue** – 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.

- **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. At September 30, 2026, $400.0 million of the 3.875% Senior Notes remain outstanding.

- **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.

- **Goodwill impairment** – consists of non-cash charges recorded when the estimated fair value of a reporting unit is less than the carrying value of its net assets, including goodwill.

- **Impairment of intangibles** – consists of the impairment charges related to indefinite-lived intangible assets, in each case acquired through business combinations, recorded when the carrying value of the indefinite-lived intangible asset exceeds its estimated fair value, and in each case are not indicative of ongoing operating performance.

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 and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 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 and nine months ended September 30, 2026 and the three and nine months ended September 30, 2025.

Revenue

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
U.S.								
Lead revenue	$ 194,770	$ 151,261	$ 43,509	29%	$ 575,495	$ 420,857	$ 154,638	37%
Advertising revenue	—	57,820	(57,820)	NM	(46)	193,713	(193,759)	NM
Services revenue	10,739	17,188	(6,449)	(38)%	36,868	53,401	(16,533)	(31)%
Membership subscription revenue	5,575	6,931	(1,356)	(20)%	16,560	23,205	(6,645)	(29)%
Other revenue	23	47	(24)	(51)%	103	157	(54)	(34)%
Total U.S. Revenue	211,107	233,247	(22,140)	(9)%	628,980	691,333	(62,353)	(9)%
International Revenue	30,911	32,386	(1,475)	(5)%	99,191	98,434	757	1%
Total revenue	$ 242,018	$ 265,633	$ (23,615)	(9)%	$ 728,171	$ 789,767	$ (61,596)	(8)%
Percentage of Total Revenue:								
U.S.	87 %	88 %			86 %	88 %		
International	13 %	12 %			14 %	12 %		
Total revenue	100 %	100 %			100 %	100 %		
U.S. Revenue by Source:								
Proprietary Revenue	$ 195,186	$ 212,017	$ (16,831)	(8)%	$ 578,687	$ 604,616	$ (25,929)	(4)%
Network Revenue	15,921	21,230	(5,309)	(25)%	50,293	86,717	(36,424)	(42)%
Total U.S. Revenue	$ 211,107	$ 233,247	$ (22,140)	(9)%	$ 628,980	$ 691,333	$ (62,353)	(9)%

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	Change	% Change	2026	2025	Change	% Change
	(In thousands, rounding differences may occur)							
U.S. Operating metrics:								
Service Requests								
Proprietary	3,806	3,791	15	—%	11,096	10,682	414	4%
Network	238	353	(115)	(33)%	779	1,385	(605)	(44)%
Total	4,044	4,144	(100)	(2)%	11,875	12,067	(191)	(2)%
Leads								
Proprietary	4,147	4,946	(799)	(16)%	12,646	13,516	(870)	(6)%
Network	338	495	(157)	(32)%	1,099	1,904	(805)	(42)%
Total	4,485	5,441	(956)	(18)%	13,746	15,420	(1,674)	(11)%

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	Change	% Change	2026	2025	Change	% Change
	(In thousands)							
U.S. Pro metrics:								
Acquired Pros	23	22	1	4%	73	70	3	5%
Average Monthly Active Pros	101	118	(17)	(14)%	104	126	(22)	(18)%

NM = Not meaningful

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

U.S. Revenue decreased by $22.1 million, or 9%, primarily due to a reduction in Pro capacity and utilization with a corresponding 8% decrease in Proprietary Revenue and a 25% decrease in Network Revenue, reflecting the continued shift in consumer traffic following the homeowner choice transition implemented in January 2025.

International Revenue decreased by $1.5 million, or 5%, due primarily to a decrease in the number of active Pros as well as unfavorable foreign currency exchange rate movements.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

U.S. Revenue decreased by $62.4 million, or 9%, due primarily to a 42% decrease in Network Revenue, reflecting the continued shift in consumer traffic following the homeowner choice transition implemented in January 2025, and a 4% decrease in Proprietary Revenue, reflecting the impact of unstable macroeconomic conditions on Pro capacity and utilization.

Cost of revenue

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Cost of revenue (exclusive of depreciation shown separately below)	$ 10,653	$ 12,460	$ (1,807)	(15)%	$ 32,015	$ 38,617	$ (6,602)	(17)%
As a percentage of revenue	4%	5%			4%	5%		

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

U.S. cost of revenue decreased $2.1 million, or 19%, and decreased as a percentage of revenue by 1%, due primarily to decreases of $0.8 million in sales tax expense, $0.5 million in hosting fees, and $0.4 million in payments to Pros who fulfill Service Requests booked through our pre-priced offerings.

International cost of revenue increased $0.3 million, or 29%, and increased as a percentage of revenue by 1%, due primarily to an increase of $0.5 million in hosting fees.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

U.S. cost of revenue decreased $8.2 million, or 23%, and decreased as a percentage of revenue by 1%, due primarily to decreases of $3.3 million in sales tax expense, $2.3 million in hosting fees and $0.9 million in payments to Pros who fulfill Service Requests booked through our pre-priced offerings.

International cost of revenue increased $1.6 million, or 52%, and increased as a percentage of revenue by 2%, due primarily to an increase of $1.6 million in hosting fees.

Gross profit

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Revenue	$ 242,018	$ 265,633	$ (23,615)	(9)%	$ 728,171	$ 789,767	$ (61,596)	(8)%
Cost of revenue (exclusive of depreciation shown separately below)	10,653	12,460	(1,807)	(15)%	32,015	38,617	(6,602)	(17)%
Gross profit	$ 231,365	$ 253,173	$ (21,808)	(9)%	$ 696,156	$ 751,150	$ (54,994)	(7)%
Gross margin	96%	95%		1%	96%	95%		1%

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Gross profit decreased $21.8 million, or 9%, due primarily to the decrease in revenue partially offset by the decrease in cost of revenue as described above.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Gross profit decreased $55.0 million, or 7%, 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 September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Selling and marketing expense	$ 127,027	$ 129,314	$ (2,287)	(2)%	$ 409,216	$ 387,308	$ 21,908	6%
As a percentage of revenue	52%	49%			56%	49%		

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

U.S. selling and marketing expense decreased $2.4 million, or 2%, due primarily to decreases in compensation expense of $4.8 million and service guarantee expense of $1.3 million, partially offset by an increase in advertising expense of $4.0 million. The decrease in compensation expense reflects headcount reductions, and the decrease in service guarantee expense reflects lower revenue from guaranteed service jobs. The increase in advertising expense reflects higher investment in online advertising to drive the Service Request volume of the Proprietary channel compared to that of the Network channel.

International selling and marketing expense increased $0.1 million, or 1%, due primarily to an increase in advertising expense of $0.2 million.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

U.S. selling and marketing expense increased $12.0 million, or 3%, due primarily to an increase in advertising expense of $38.6 million, partially offset by decreases in compensation expense of $21.1 million, service guarantee expense of $4.2 million, and software maintenance costs of $1.1 million. The increase in advertising expense reflects higher investment in television and online advertising to drive Proprietary channel Service Request volume compared to the Network channel. 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 restructuring announced in January 2026.

International selling and marketing expense increased $9.9 million, or 37%, due primarily to increases in advertising expense of $6.9 million and compensation expense of $2.4 million. The increase in advertising expense is due to higher television advertising spend.

General and administrative expense

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
General and administrative expense	$ 62,030	$ 69,410	$ (7,380)	(11)%	$ 179,846	$ 200,810	$ (20,964)	(10)%
As a percentage of revenue	26%	26%			25%	25%		

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

U.S. general and administrative expense decreased $8.1 million, or 13%, due primarily to decreases in compensation expense of $4.2 million, provision for credit losses of $3.6 million, and third-party wages of $1.8 million. The decrease in compensation expense primarily reflects headcount reductions. 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.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

U.S. general and administrative expense decreased $20.5 million, or 12%, due primarily to decreases in compensation expense of $8.0 million, provision for credit losses of $6.4 million, and third-party wages of $4.1 million. The decrease in

compensation expense primarily reflects headcount reductions. 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.

Product development expense

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Product development expense	$ 9,254	$ 20,749	$ (11,495)	(55)%	$ 30,595	$ 71,430	$ (40,835)	(57)%
As a percentage of revenue	4%	8%			4%	9%		

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Product development expense decreased $11.5 million, or 55%, and decreased $40.8 million, or 57%, for the three and nine months ended September 30, 2026, respectively. The decrease is 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 and nine months ended September 30, 2026.

Depreciation

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Depreciation	$ 16,851	$ 11,918	$ 4,933	41%	$ 52,584	$ 32,144	$ 20,440	64%
As a percentage of revenue	7%	4%			7%	4%		

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Depreciation increased $4.9 million, or 41%, and increased $20.4 million, or 64% for the three and nine months ended September 30, 2026, respectively. This increase is due to the increase in the Company's capitalized software spend over the prior year and accelerated depreciation recognized on certain capitalized software assets as a result of the planned deprecation of our legacy technology platform.

Restructuring

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Restructuring	$ 727	$ —	$ 727	NM	$ 16,424	$ —	$ 16,424	NM
As a percentage of revenue	—%	—%			2%	—%		

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Restructuring increased $0.7 million and $16.4 million, for the three and nine months ended September 30, 2026, respectively, 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 and nine months ended September 30, 2026.

Goodwill impairment

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Goodwill impairment	$ —	$ —	$ —	NM	$ 225,628	$ —	$ 225,628	NM
As a percentage of revenue	—%	—%			31%	—%		

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

The Company recorded an impairment charge during the nine months ended September 30, 2026 related to goodwill at the U.S. reporting unit. Refer to "Note 1—The Company and Summary of Significant Accounting Policies" for more information.

Impairment of Intangibles

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Impairment of intangibles	$ —	$ —	$ —	NM	$ 9,600	$ —	$ 9,600	NM
As a percentage of revenue	—%	—%			1%	—%		

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

The Company recorded an impairment charge during the nine months ended September 30, 2026 related to a certain indefinite-lived trade name at the U.S. reporting unit. Refer to "Note 1—The Company and Summary of Significant Accounting Policies" for more information.

Operating income

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
U.S.	$ 7,068	$ 13,765	$ (6,697)	(49)%	$ (243,171)	$ 40,428	$ (283,599)	NM
International	8,408	8,017	391	5%	15,434	19,030	(3,596)	(19)%
Total	$ 15,476	$ 21,782	$ (6,306)	(29)%	$ (227,737)	$ 59,458	$ (287,195)	NM
As a percentage of revenue	6%	8%			(31)%	8%		

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Operating income decreased for the three and nine months ended September 30, 2026, compared to the three and nine months ended September 30, 2025, respectively, due primarily to the factors described above in the revenue, cost of revenue, selling and marketing, general and administrative, product development, depreciation, restructuring, goodwill impairment and impairment of intangibles discussions.

Adjusted EBITDA

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
U.S.	$ 31,841	$ 31,052	$ 789	3%	$ 68,434	$ 80,199	$ (11,765)	(15)%
International	10,347	8,630	1,717	20%	24,907	20,152	4,755	24%
Total	$ 42,188	$ 39,682	$ 2,506	6%	$ 93,341	$ 100,351	$ (7,010)	(7)%
As a percentage of revenue	17%	15%			13%	13%		

See "Principles of Financial Reporting" for the definition of Adjusted EBITDA and required non-GAAP reconciliations.

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

U.S. Adjusted EBITDA increased $0.8 million, or 3%, to $31.8 million, and increased as a percentage of revenue. The increase was primarily driven by lower general and administrative expense and product development expense due to the reduction of the Company's global workforce and a decrease in provision for credit losses. This was partially offset by a decrease in revenue and higher advertising expense.

International Adjusted EBITDA increased $1.7 million, or 20%, to $10.3 million, and increased as a percentage of revenue. The increase was primarily driven by a decrease in product development expense due to the reduction of the Company's global workforce, partially offset by a decrease in revenue and higher selling and marketing expense due to an increase in advertising expense.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

U.S. Adjusted EBITDA decreased $11.8 million, or 15%, to $68.4 million, and decreased as a percentage of revenue. The decrease was primarily driven by an increase in advertising expense as the Company prioritized investment in Proprietary channels, along with a decline in legacy Network Revenue. These factors were partially offset by lower general and administrative expense and product development expense resulting from the reduction of the Company's global workforce.

International Adjusted EBITDA increased $4.8 million, or 24%, to $24.9 million, and increased as a percentage of revenue. The increase was primarily driven by lower product development expense due to the reduction of the Company's global workforce and an increase in revenue, partially offset by higher selling and marketing expense due to an increase in advertising expense.

Interest expense

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(In thousands)							
Interest expense	$ (4,298)	$ (5,069)	$ (771)	(15)%	$ (14,435)	$ (15,164)	$ (729)	(5)%

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

For a detailed description of long-term debt, net, see "Note 5—Long-term Debt" to the financial statements included in "Item 1—Consolidated Financial Statements."

Other income, net

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(In thousands)							
Other income, net	$ 1,897	$ 4,090	$ (2,193)	(54)%	$ 13,967	$ 13,737	$ 230	2%

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Other income, net, decreased for the three months ended September 30, 2026 by $2.2 million, or 54%, and increased for the nine months ended September 30, 2026 by $0.2 million, or 2%. The decrease for the three months ended September 30, 2026 was primarily driven by a decrease of $2.2 million in interest income. The increase for the nine months ended September 30, 2026 was driven by an $8.4 million gain on extinguishment of debt, partially offset by a decrease of $6.2 million in interest income and an increase of $1.9 million in foreign exchange losses.

Income tax provision

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Income tax provision	$ (11,737)	$ (10,198)	$ (1,539)	(15)%	$ (10,102)	$ (21,423)	$ 11,321	53%
Effective income tax rate	90%	49%			(4)%	37%		

For further details of income tax matters, see "Note 8—Income Taxes" to the financial statements included in "Item 1. Consolidated Financial Statements."

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

For the three and nine months ended September 30, 2026, the Company recorded an income tax provision of $11.7 million and $10.1 million, respectively. The effective income tax rate for the three months ended September 30, 2026 is higher than the statutory rate of 21% primarily due to the effect of cross-border tax law and non-deductible equity based compensation, partially offset by research and development tax credits. The effective income tax rate for the nine months ended September 30, 2026 differs from the statutory rate of 21% primarily due to the impact of a goodwill impairment charge, which is primarily permanently non-deductible for income tax purposes, for which no corresponding tax benefit was recorded.

For the three months ended September 30, 2025, the Company recorded an income tax provision of $10.2 million, which represents an effective income tax rate of 49%. The effective income tax rate is higher than the statutory rate of 21% due primarily to changes to tax laws enacted in the period, the effect of cross-border tax laws and state taxes, partially offset by research and development tax credits. For the nine months ended September 30, 2025, the Company recorded an income tax provision of $21.4 million, which represents an effective income tax rate of 37%. The effective income tax rate is higher than the statutory rate of 21% due primarily to the effect of cross-border tax laws, tax shortfalls generated by the vesting of stock-based awards and state taxes.

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 (loss) attributable to Angi shareholders to Adjusted EBITDA for the Company's reportable segments:

	Three Months Ended September 30, 2026						
	Operating Income	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
				(In thousands)			
U.S.	$ 7,068	$ 7,823	$ 16,083	$ 867	$ —	$ —	$ 31,841
International	8,408	1,311	768	(140)	—	—	10,347
Total	$ 15,476	$ 9,134	$ 16,851	$ 727	$ —	$ —	$ 42,188
Interest expense	(4,298)						
Other income, net	1,897						
Earnings before income taxes	13,075						
Income tax provision	(11,737)						
Net earnings attributable to Angi Inc. shareholders	$ 1,338						

	Three Months Ended September 30, 2025						
	Operating Income	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
				(In thousands)			
U.S.	$ 13,765	$ 5,416	$ 11,871	$ —	$ —	$ —	$ 31,052
International	8,017	566	47	—	—	—	8,630
Total	$ 21,782	$ 5,982	$ 11,918	$ —	$ —	$ —	$ 39,682
Interest expense	(5,069)						
Other income, net	4,090						
Earnings before income taxes	20,803						
Income tax provision	(10,198)						
Net earnings attributable to Angi Inc. shareholders	$ 10,605						

	Nine Months Ended September 30, 2026						
	Operating (Loss) Income	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
				(In thousands)			
U.S.	(243,171)	$ 14,277	$ 50,517	$ 11,583	$ 225,628	$ 9,600	$ 68,434
International	15,434	2,565	2,067	4,841	—	—	24,907
Total	(227,737)	$ 16,842	$ 52,584	$ 16,424	$ 225,628	$ 9,600	$ 93,341
Interest expense	(14,435)						
Other income, net	13,967						
Loss before income taxes	(228,205)						
Income tax provision	(10,102)						
Net loss attributable to Angi Inc. shareholders	$ (238,307)						

	Nine Months Ended September 30, 2025						
	Operating Income	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
			(In thousands)				
U.S.	$ 40,428	$ 7,769	$ 32,002	$ —	$ —	$ —	$ 80,199
International	19,030	980	142	—	—	—	20,152
Total	$ 59,458	$ 8,749	$ 32,144	$ —	$ —	$ —	$ 100,351
Interest expense	(15,164)						
Other income, net	13,737						
Earnings before income taxes	58,031						
Income tax provision	(21,423)						
Net earnings attributable to Angi Inc. shareholders	$ 36,608						

FINANCIAL POSITION, LIQUIDITY, AND CAPITAL RESOURCES

Financial Position

	September 30, 2026	December 31, 2025
	(In thousands)	
Cash and cash equivalents:		
United States	$ 188,716	$ 296,283
All other countries	13,787	7,418
Total cash and cash equivalents	$ 202,503	$ 303,701
Long-term debt:		
ANGI Group Senior Notes	$ 400,000	$ 500,000
Less: unamortized debt issuance costs	1,350	2,333
Total long-term debt, net	$ 398,650	$ 497,667

At September 30, 2026, all of the Company's international cash can be repatriated without significant consequences.

For a detailed description of long-term debt, see "Note 5—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:

	Nine Months Ended September 30,	
	2026	2025
	(In thousands)	
Net cash provided by (used in):		
Operating activities	$ 37,852	$ 74,989
Investing activities	$ (44,754)	$ (40,797)
Financing activities	$ (93,589)	$ (109,564)

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 impairment of intangibles.

2026

Adjustments to net earnings consist primarily of $225.6 million of goodwill impairment, $52.6 million of depreciation, $16.8 million of stock-based compensation expense, $9.6 million of impairment of intangibles, $5.7 million of non-cash lease expense, $2.4 million of deferred income taxes, and other adjustments, net of $0.9 million, partially offset by an $8.4 million net gain on extinguishment of debt. The decrease in cash from changes in working capital consists primarily of a decrease of $22.5 million in accounts payable and other liabilities, a decrease of $11.9 million in operating lease liabilities, an increase in accounts receivable, net, of $1.3 million which includes the non-cash impact from the provision for credit losses of $30.1 million and excludes foreign currency impact of $0.3 million, partially offset by a decrease of $3.0 million in other assets, an increase of $1.8 million in income taxes payable and receivable, and an increase of $1.8 million in deferred revenue. The decrease in accounts payable and other liabilities was due primarily to payments under the IAC tax sharing agreement, legal settlement previously accrued, compensation previously accrued, and interest. The increase in accounts receivable was due primarily to timing of invoicing and cash receipts. The decrease in operating lease liabilities was due to cash payments on leases net of interest accretion. The decrease in other assets was due primarily to lower capitalized sales commissions, which were impacted by a reduction in the size of the sales force and a shift to annual bonuses for roles that previously received commissions. The increase in deferred revenue was due primarily to changes in the timing of billings and revenue recognized.

Net cash used in investing activities includes capital expenditures of $44.8 million primarily related to investments in capitalized software to support the Company's products and services.

Net cash used in financing activities includes $91.2 million for the repurchase of ANGI Group Senior Notes and $2.4 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 $37.3 million of provision for credit losses, $32.1 million of depreciation, $16.9 million of deferred income taxes, $8.7 million of stock-based compensation expense and $5.5 million of non-cash lease expense. The decrease from changes in working capital consists primarily of an increase of $37.9 million in accounts receivable, a decrease of $13.9 million in accounts payable and other liabilities, a decrease of $12.2 million in deferred revenue, and a decrease of $9.7 million in operating lease liabilities, partially offset by a decrease of $14.5 million in other assets. The increase in accounts receivable is due primarily to timing of cash receipts. The decrease in accounts payable and other liabilities is due primarily to accrued compensation and timing of payments. 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.

Net cash used in investing activities includes capital expenditures of $40.9 million primarily related to investments in capitalized software to support the Company's products and services.

Net cash used in financing activities includes $102.7 million for the repurchase of 6.7 million shares of the Company's Class A Common Stock, on a settlement date basis, at an average price of $15.31 per share and $6.9 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 and second quarter of 2026, ANGI Group repurchased a portion of the outstanding principal amount of ANGI Group Senior Notes, as further described below. As of September 30, 2026, $400 million aggregate principal amount of ANGI Group Senior Notes remained outstanding. 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"). While the Revolving Facility has a stated maturity of November 6, 2030, the Credit Agreement provides that the maturity date will at all times be no later than the 91st day prior to the maturity date of the ANGI Group Senior Notes. As a result, unless the ANGI Group Senior Notes are repaid or refinanced prior to that date, the maturity of the Revolving Facility will accelerate to May 16, 2028. As of September 30, 2026, there were no outstanding borrowings under the Revolving Facility. For additional details, see "Note 5—Long-term Debt" to the consolidated financial statements included in "Item 1. Consolidated Financial Statements."

Debt Repurchase Activity

During the nine months ended September 30, 2026, the Company repurchased a total of $100.0 million aggregate principal amount of the ANGI Group Senior Notes, maturing in 2028, for total cash consideration, including $0.7 million of accrued and unpaid interest, of $91.9 million. The repurchases of the ANGI Group Senior Notes resulted in an aggregate net gain on extinguishment of debt of $8.4 million, which is included in other income, net in the consolidated statement of operations for the nine months ended September 30, 2026. There were no repurchases of the ANGI Group Senior Notes during the three months ended September 30, 2026.

Contractual Obligations

As of September 30, 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.

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, its 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, except as described below.

Recoverability of Goodwill and Indefinite-Lived Intangible Assets

The Company's U.S. and International reporting units are separate operating segments. See "Note 7—Segment Information" for additional information regarding the Company's method of determining operating and reportable segments.

The Company assesses goodwill and indefinite-lived intangible assets for impairment annually as of October 1, or more frequently if an event occurs or circumstances change that would indicate that it is more likely than not that the fair value of a reporting unit or the fair value of an indefinite-lived intangible asset has declined below its carrying value.

If the conclusion of the Company's qualitative assessment is that there are indicators of impairment and a quantitative test is required, the annual or interim quantitative test of the recovery of goodwill involves a comparison of the estimated fair value of the Company's reporting unit that is being tested to its carrying value. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill of the reporting unit is not impaired. If the carrying value of a reporting unit exceeds its estimated fair value, a goodwill impairment equal to the excess is recorded. During the second quarter of 2026, the Company concluded that the continued decrease in stock price and market capitalization since December 31, 2025 constituted a triggering event such that the Company performed quantitative impairment assessments of its goodwill and indefinite-lived intangible assets as of May 31, 2026.

During the three months ended September 30, 2026, the Company evaluated whether any events occurred or circumstances changed that would indicate it was more likely than not that the fair value of a reporting unit or an indefinite-lived intangible asset had declined below its carrying value. In making this evaluation, the Company considered macroeconomic and industry conditions, changes in its stock price and market capitalization since June 30, 2026, its actual financial results relative to the forecast used in the quantitative assessments and other entity-specific events. The Company concluded that no triggering event occurred during the three months ended September 30, 2026.

As a result of the quantitative impairment assessment performed as of May 31, 2026, the Company determined that the carrying value of the U.S. reporting unit exceeded the fair value by $225.6 million, resulting in a goodwill impairment charge of $225.6 million which is presented as a separate line item on the consolidated statement of operations during the nine months ended September 30, 2026. No goodwill impairment was recorded for the U.S. reporting unit during the three months ended September 30, 2026. The estimated fair value of the International reporting unit exceeded its carrying value by approximately $200.0 million, or 70%, and accordingly no goodwill impairment was recorded during the three and six months ended June 30, 2026.

The fair value of the Company's reporting units was determined using both an income approach based on discounted cash flows ("DCF") and a market approach. The income approach and market approach were each weighted 50% in determining the concluded fair value of each reporting unit. The fair value measurements used in the quantitative impairment tests are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs.

Determining fair value using a DCF analysis requires the exercise of significant judgment with respect to several items, including the amount and timing of expected future cash flows, discount rates, and the long-term growth rate used to estimate terminal value. The expected cash flows used in the DCF analyses were based on the Company's most recent forecast, and for years beyond the periods covered by the forecast, the Company's estimates of forecasted long-term growth rates. The discount rates used in the DCF analyses are intended to reflect the risks, which consider macroeconomic and industry specific factors, inherent in the expected future cash flows of the respective reporting units. The discount rates used in the quantitative tests as of June 30, 2026 for determining the fair value of the Company's U.S. and International reporting units were 16.0% and 17.5%, respectively. The long-term growth rate used to estimate terminal value in the DCF analyses as of June 30, 2026 was 3.0% for the U.S. and International reporting units.

Following the impairment charge, the carrying value of the U.S. reporting unit equals its approximate fair value as of September 30, 2026. Accordingly, any adverse change in key assumptions could result in additional impairment. A 100 basis point increase in the discount rate would result in approximately $35.0 million of additional impairment. A 100 basis point decrease in the long-term growth rate would result in approximately $20.0 million of additional impairment.

Determining fair value using a market approach considers multiples of financial metrics based on EBITDA trading multiples of a selected peer group of companies. From the comparable companies, a representative market multiple is

determined which is applied to financial metrics to estimate the fair value of a reporting unit. To determine a peer group of companies for our respective reporting units, we considered companies relevant in terms of consumer use, monetization model, margin and growth characteristics, and brand strength operating in their respective sectors. The EBITDA trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company's U.S. reporting unit were between 6.5x and 8.5x. The EBITDA trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company's International reporting unit were between 6.5x and 10.0x.

In the second quarter of 2026, the Company recorded an impairment charge of $9.6 million related to a certain indefinite-lived trade name at the U.S. reporting unit. The discount rate used to value this trade name was 16.0%, the royalty rate was 2.0% and a long-term growth rate was 3.0%. The impairment of the indefinite-lived intangible asset is included in "Impairment of intangibles" in the consolidated statement of operations for the nine months ended September 30, 2026. No impairment of indefinite-lived intangible assets was recorded during the three months ended September 30, 2026. No other indefinite-lived intangible assets were impaired as a result of the assessment.

The Company determines the fair value of indefinite-lived intangible assets using a relief from royalty DCF valuation analysis. The fair value measurements used in the quantitative relief from royalty DCF valuations are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs. Significant judgments inherent in this analysis include the selection of appropriate royalty and discount rates and estimating the amount and timing of expected future revenue. The discount rates used in the DCF analyses are intended to reflect the risks inherent in the expected future cash flows generated by the respective intangible assets. The royalty rates used in the DCF analyses are based upon an estimate of the royalty rates that a market participant would pay to license the Company's trade names and trademarks. The expected cash flows used in the relief from royalty analyses were based on the Company's most recent forecast, and for years beyond the periods covered by the forecast, the Company's estimates of forecasted long-term growth rates. The discount rates used in the Company's indefinite-lived impairment assessment ranged from 16.0% to 17.5%, the royalty rates used ranged from 2.0% to 4.5% and the long-term growth rate used to estimate the terminal value in the DCF analyses was 3.0%, in each case as of June 30, 2026.

Following the impairment charge, the carrying value of the indefinite-lived trade names equals its fair value as of September 30, 2026. Accordingly, any adverse change in key assumptions could result in additional impairment. A 100 basis point increase in the discount rate would result in approximately $0.4 million of additional impairment. A 100 basis point decrease in the royalty rate would result in approximately $2.4 million of additional impairment. A 100 basis point decrease in the long-term growth rate would result in approximately $0.2 million of additional impairment.

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

During the nine months ended September 30, 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 September 30, 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, anticipated restructuring charges, timing and savings, 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, (xxiii) potential impairments of our goodwill and indefinite-lived intangible assets and (xxiv) 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.

Except as set forth below and in Form 10-Q for the fiscal quarter ended June 30, 2026, there have been no material changes to the risk factors disclosed in "Item 1A—Risk Factors" of our Annual Report. The risk factor set forth below supplements, and should be read together with, the risk factors discussed under "Item 1A—Risk Factors" of our Annual Report and subsequent Quarterly Reports, 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.

We depend on our key personnel.

Our future success depends upon our continued ability to identify, hire, develop, motivate and retain highly skilled and talented individuals, particularly in the case of senior leadership. Competition for well-qualified employees across our various businesses has been (and is expected to continue to be) intense, particularly in the case of senior leadership, technology and product development roles, and we must continue to attract new (and retain existing) employees to compete effectively. While we have established programs to attract new (and retain existing) key and other employees, we may not be able to do so in the future. If we fail to retain key and other employees, this could result in the loss of institutional knowledge and the disruption of our day-to-day operations, which could adversely impact the effectiveness of our internal control framework and our ability (and the ability of our various businesses) to successfully execute long term strategic initiatives and other goals. If we do not ensure the effective transfer of knowledge to successors and smooth transitions (particularly in the case of senior leadership) by way of tailored succession plans, our business, financial condition and results of operations could be adversely affected.

Further, leadership transitions, including the changes in our senior leadership in fiscal 2026, may result in changes to our business strategy, priorities or operating model. New leaders may reassess our product and technology roadmap and investment and capital allocation decisions and may pursue acquisitions and dispositions. Any such changes may be costly or disruptive, may take longer than anticipated to implement or may not achieve their intended benefits. In addition, a change in strategic direction may cause us to modify or discontinue existing initiatives. Any of these outcomes could adversely affect our business, financial condition and results of operations.

Our recent credit rating downgrades, or further downgrades, could increase our financing costs, reduce our access to liquidity and adversely affect our business.

Rating agencies routinely evaluate us, and their ratings are based on a number of factors specific to our business, such as our revenue trends and profitability, our cash generating capability, our levels of indebtedness and our execution of strategic initiatives, as well as factors beyond our control, such as competitive conditions, macroeconomic conditions and consumer demand for home services.

In September 2026, Moody's Ratings downgraded ANGI Group's corporate family rating to B3 from B2 and the rating on the ANGI Group Senior Notes to Caa1 from B2 and revised its outlook to negative from stable. In October 2026, S&P Global Ratings downgraded Angi's issuer credit rating and the rating on the ANGI Group Senior Notes to B- from B, with a stable outlook. The recent downgrades and further rating actions could increase our borrowing costs on any new or amended debt, limit our access to the capital and credit markets on commercially acceptable terms, or at all, and reduce our liquidity and financial flexibility. In addition, a downgrade or anticipated downgrade could limit the number of lenders, investors, counterparties, suppliers and other business partners willing to do business with us, or the terms on which they are willing to do so, and could result in more restrictive covenants or other less favorable terms in future or amended debt agreements. Any of the foregoing could also adversely affect our ability to refinance the ANGI Group Senior Notes prior to their maturity in August 2028 on terms acceptable to us, or at all.

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 September 30, 2026.

Issuer Purchases of Equity Securities

None.

Item 5. ***Other Information***

Rule 10b5-1 Trading Plans

No director or officer of the Company adopted or terminated a Rule 10b5-1 trading plan or non-Rule 10b5-1 trading arrangement (as such term is defined in Item 408(a) of Regulation S-K) during the three months ended September 30, 2026.

Reduction in Force

On November 3, 2026, we announced a reduction of our global workforce by approximately 300 roles, mostly in middle management and support functions, to increase focus and organizational velocity.

As a result of the reduction in workforce, we estimate restructuring charges primarily split between the fourth quarter of 2026 and the first half of 2027 of approximately $18.0 million to $30.0 million in total, primarily consisting of severance payments, employee benefits and related costs, all of which are anticipated to result in cash expenditures. The reduction in workforce is expected to be substantially complete during the first half of 2027. We intend to exclude the restructuring charges from our non-GAAP financial measures, including Adjusted EBITDA. We estimate that the reduction in workforce and related actions will result in between $50.0 million and $60.0 million of annual run-rate savings in operating expenses and capital expenditures, some of which may be re-invested.

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.

Exhibit Number	Description	Location
3.1	Amended and Restated Certificate of Incorporation of Angi Inc.	Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2024.
3.2	Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc.	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on October 2, 2017.
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc. (effective as of March 17, 2021).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 17, 2021.
3.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of June 13, 2024).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on June 14, 2024
3.5	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of March 21, 2025).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 24, 2025
3.6	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of March 31, 2025).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on April 1, 2025.
3.7	Amended and Restated Bylaws (as amended April 30, 2026).	Exhibit 3.7 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026
10.1	Amended and Restated Performance Stock Unit Agreement, dated as of August 3, 2026, between Angi Inc. and Jeffrey W. Kip.[1]	Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on August 4, 2026
10.2	Separation Agreement, dated as of September 22, 2026, between Angi Inc. and Jeffrey W. Kip.[1][2]	
10.3	Employment Agreement, dated as of September 22, 2026, between Angi Inc. and Michael Steib.[1][2]	
10.4	Performance Stock Unit Agreement between Angi Inc. and Michael Steib, dated as of September 22, 2026.[1][2]	
31.1	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.[2]	
31.2	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.[2]	
32.1	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.[3]	
32.2	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.[3]	

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.(2)
101.CAL	Inline XBRL Taxonomy Extension Calculation.(2)
101.DEF	Inline XBRL Taxonomy Extension Definition.(2)
101.LAB	Inline XBRL Taxonomy Extension Labels.(2)
101.PRE	Inline XBRL Taxonomy Extension Presentation.(2)
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

(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: November 3, 2026

Angi Inc.

By: /s/ JULIE HOARAU
Julie Hoarau
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Signature	Title	Date
/s/ JULIE HOARAU Julie Hoarau	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	November 3, 2026

September 22, 2026
Jeffrey W. Kip
Angi Inc.
3601 Walnut Street
Denver, CO 80205

Dear Jeffrey:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Angi Inc. (the "Company") and you (collectively throughout as "parties") hereby agree to the termination of your employment with the Company upon the terms and conditions of this agreement (this "Separation Agreement") set forth below. Reference is made to the Employment Agreement, by and between you and the Company, dated as of November 13, 2023, as amended April 5, 2024 (the "Employment Agreement") and the Company's Amended and Restated 2017 Stock and Annual Incentive Plan (the "Plan").

1. Employment Termination. Effective as of September 22, 2026 (the "Separation Date"), by mutual agreement between the Company and you, your employment with the Company as Chief Executive Officer, and any and all other positions you occupy as an officer, director, or employee of the Company or any subsidiary or affiliate of the Company, is hereby terminated. You hereby resign from the Board of Directors of the Company (the "Board") and of all subsidiaries of the Company and any committees thereof effective on the Separation Date and agree to execute any additional documents reasonably requested to effectuate the foregoing. The Separation Date shall be the date of termination of your employment for purposes of participation in and coverage under all benefit plans and programs sponsored by or through the Company, except as otherwise provided herein or under the terms of the benefit plans, or as required by law. The termination of your employment shall be treated as a termination without Cause (as defined in the Employment Agreement).

2. Separation Payments and Benefits.

   (a) Subject to the execution of this Separation Agreement, expiration of the revocation period described in Section 9(e) without revocation, and your compliance with the restrictions set forth in Section 2 of the Standard Terms and Conditions of the Employment Agreement (the "Terms") and Section 10 of this Separation Agreement:

      (i) the Company shall continue to pay to you an aggregate amount of $975,000 (less applicable tax withholdings) 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 eighteen (18) months, representing six months of base salary continuation over the Consulting Period and the severance contemplated in Section 1(d)(i) of the Terms; provided, that the payment under this Section 2(a)(i) will not be subject to the offset provisions in the second Section 1(d) (entitled "*Offset*") of the Terms;

      (ii) if you wish to continue your participation and, as applicable, that of your eligible dependents in the Company's group health, dental, vision, and/or flexible spending account plans after the coverage ends on the last day of

the calendar month of the Separation Date, you may do so under applicable federal law (i.e., "COBRA"). Should you elect to enroll in such continuation coverage, the Company shall provide you with an amount representing the applicable monthly COBRA premium for up to eighteen (18) months of coverage, such amount to be provided to you 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 eighteen (18) months; and

(iii) you shall be entitled to immediate accelerated vesting of (A) 55,000 of your restricted stock units ("RSUs") granted November 13, 2023, (B) 333,333 of your RSUs granted April 18, 2026, (C) 50,000 of your RSUs granted August 3, 2026, (D) 125,000 of your stock options granted May 29, 2025, and (E) 140,000 of your performance-based RSUs granted April 5, 2024, as amended and restated on August 3, 2026. Any RSUs and performance-based RSUs that vest in accordance with this Section 2(a)(iii) shall be settled in accordance with the Plan and applicable award agreements within thirty (30) days following the Separation Date, less applicable deductions and withholdings. Notwithstanding anything to the contrary in the applicable award agreements, any stock options that vest in accordance with Section 2(a)(iii)(D) shall remain outstanding and eligible to be exercised until the later of (x) the last day of the Consulting Period (as defined in Section 3(a)), and (y) the date set forth in the applicable award agreement or under the Plan. For the avoidance of doubt, any of your equity awards that are outstanding and unvested immediately following the Separation Date and that do not vest pursuant to this Section 2(a)(iii) shall remain outstanding and eligible to vest as set forth in Section 3(c) only; it being understood that other than as provided in Section 3(c), such unvested equity awards shall not vest on any regularly scheduled vesting date that occurs following the Separation Date.

(b) You hereby agree and acknowledge that the payments and/or benefits provided in Section 2(a) of this Separation Agreement are in full satisfaction of any severance, termination, vesting, acceleration, other payments or benefits to which you otherwise may have been entitled under the Employment Agreement, the Plan, any applicable award agreement, or any other agreement, plan, policy or arrangement of the Company or any of its subsidiaries or affiliates arising out of or relating to the termination of your employment.

3. Consulting Period.

(a) For good and valuable consideration, including the benefits set forth in Section 2(a)(i) and Section 3(c) of this Separation Agreement, which benefits, taken as a whole, you acknowledge are in addition to your rights under the Employment Agreement, you agree that from the Separation Date through the six (6)-month anniversary of the Separation Date (the "Consulting Period"), you will make yourself available for up to twenty (20) hours per month to provide consulting services to the Chief Executive Officer of the Company in order to facilitate a smooth transition. During the Consulting Period, you shall provide such services as reasonably requested by the Board or the successor Chief Executive Officer of the Company from time to time, including as related to attendance at meetings, industry-related events and transition of key customer relationships (the "Consulting Services"). The Company will reimburse you for reasonable and documented business expenses, including travel expenses, incurred in the

performance of the Consulting Services in accordance with applicable Company policies; provided that you provide the Company with prior notice of any such business expenses expected to be incurred. You acknowledge and agree that, during such time, you shall be acting and shall act at all times as an independent contractor only and not as an employee, agent or partner of or with the Company or its affiliates. Further, as a condition to being eligible to receive the benefits described in Section 3(c), you hereby agree to (i) execute, within twenty-one (21) days following the expiration of the Consulting Period, a general release of claims in a form provided by the Company that contains the provisions set forth in Section 9 of this Separation Agreement and covering the period from the date you execute this Separation Agreement through the expiration of the Consulting Period, and (ii) not revoke the release during the seven (7)-day revocation period following your execution of such release.

(b) During the Consulting Period, you shall continue to comply with the confidentiality, non-disparagement and cooperation obligations set forth in this Separation Agreement and the Employment Agreement. For the avoidance of doubt, during and after the Consulting Period, the restrictive covenants set forth in Section 2 of the Terms shall remain in full force and effect and shall continue to apply in accordance with their terms; provided, that for such purpose, the "Restricted Period" (as defined in the Employment Agreement) shall be the period of twelve (12) months commencing on the last day of the Consulting Period.

(c) Notwithstanding anything to the contrary in the Employment Agreement, the Plan or any applicable award agreement, if during the Consulting Period you provide the Consulting Services to the reasonable satisfaction of the Company and meet your material obligations set forth in Section 12 of this Separation Agreement, each as determined in good faith by the Board, and you comply with your applicable restrictive covenants set forth in Section 2 of the Terms and Section 10 of this Separation Agreement (provided, that the Company shall provide you with written notice of any breach of such restrictive covenants and, if such breach is curable, an opportunity to cure such breach to the Company's reasonable satisfaction, within ten (10) days following your receipt of such notice), then (i) on the last day of the Consulting Period, you shall vest in (A) 55,000 of your RSUs granted November 13, 2023, and (B) 166,667 of your RSUs granted April 18, 2026, and (ii) if a Change in Control (as defined in the Plan) is consummated during the Consulting Period, or the Company executes a definitive agreement during the Consulting Period providing for a corporate transaction that, if consummated, would result in a Change in Control and such transaction is subsequently consummated (whether or not within the Consulting Period), then upon the consummation of such Change in Control, your equity awards that remained outstanding and unvested immediately following the Separation Date (after giving effect to Section 2(a)(iii) and the preceding clause (i) of this Section 3(c)) shall vest in full. Any stock options that vest in accordance with this Section 3(c) shall remain exercisable in accordance with the applicable award agreement. For the avoidance of doubt, if a Change in Control is consummated during the Consulting Period, your equity awards that remained outstanding and unvested immediately following the Separation Date shall fully vest on the date of such Change in Control, subject to your compliance with this Section 3(c). Any awards that vest in accordance with this Section 3(c) shall be settled in accordance with the Plan and applicable award agreements within thirty (30) days following the applicable vesting date.

4. Taxes. To the extent the Company will be making any payment to you on or after the Separation Date, the Company shall have the right to deduct from such payments any personal account balances or other amounts due by you to the Company or any subsidiary or affiliate of the Company.

5. Retirement Savings Plan. As of the Separation Date, you are entitled to your vested account balance, if any, in the Company's Retirement Savings Plan, subject to the terms and conditions of such plan. The Company will provide you with a summary of the procedures for all such benefits to be transferred, if you so choose, to a new or existing individual retirement account established by you.

6. Disability Insurance. Your short-term and long-term disability insurance coverage provided by the Company ends on the Separation Date. Long-term disability insurance, to the extent you currently participate in that plan, may be converted to an individual plan (and information about that option will be forwarded to you under separate cover).

7. Health and Welfare Benefits. You will be provided with information regarding applicable COBRA coverage. All Group Life and Accidental Death and Dismemberment Insurance, to the extent you currently participate in those plans, may be converted to individual plans (and information about those options will be forwarded to you under separate cover).

8. Company Policies. To the extent provided therein, your obligations under any Company policy to which you were subject during your employment and which survive termination of your employment shall survive the severance of your employment provided for herein.

9. Release of Claims.

   (a) For and in consideration of the payments provided for and promises made by the Company herein and other good and valuable consideration, you and your heirs, executors, administrators, trustees, legal representatives, and assigns (collectively, the "Releasors") hereby waive, release, and forever discharge the Company and its past and present subsidiaries and affiliates, and its and their respective divisions, branches, predecessors, successors, assigns, and past or present directors, officers, employees, agents, partners, members, stockholders, representatives, attorneys, consultants, independent contractors, trustees, administrators, insurers, and fiduciaries, in their individual and representative capacities (collectively, the "Releasees"), of and from any and all actions, causes of action, complaints, charges, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands (including attorneys' fees, costs, and disbursements actually incurred), whether known or unknown, at law or in equity, suspected or unsuspected, of every kind and nature whatsoever related to your employment with or termination from the Company, including without limitation with respect to wrongful or tortious termination, constructive discharge, breach of implied or express employment contracts and/or estoppel, discrimination and/or retaliation, libel, slander, non-payment of wages or other compensation, including grants of stock options or any other equity compensation, in each case under any federal, state, or local laws, statutes, rules, or regulations of any type or description, including without limitation under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; the Rehabilitation Act; the National Labor Relations Act; the Fair Labor Standards Act; the Americans With Disabilities Act; the Family Medical Leave

Act; the Employee Retirement Income Security Act; the Reconstruction Era Civil Rights Act; the New York State Executive Law, and the New York City Human Rights Law, each as amended; and any other claim of discrimination, harassment, or retaliation in employment (whether based on federal, state, or local law, statutory or decisional), which the Releasors or any of them ever had, now have, or may have against the Releasees or any of them for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date that you sign this Separation Agreement. Without limiting the generality of the foregoing, except as expressly set forth in this Separation Agreement, the Releasors expressly waive any right or claim for reinstatement of employment, back pay, interest, bonuses, damages, accrued vacation, accrued sick leave, medical, dental, optical, or hospitalization benefits, accidental death and dismemberment coverage, long-term disability coverage, stock or other interests in the Company or any subsidiary or affiliate thereof, life insurance benefits, overtime, severance pay, and/or attorneys' fees or costs with respect to or derivative of such employment with the Company or the severance thereof.

(b) You acknowledge and agree that by virtue of the foregoing, you have waived any relief available to you (including without limitation monetary damages, equitable relief, and reinstatement) under any of the claims and/or causes of action waived in Section 9. You therefore agree that you will not seek or accept any award or settlement from any source or proceeding (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Separation Agreement. Notwithstanding anything to the contrary set forth in this Section 9, you do not release, waive, or discharge the Company from (i) any claims to seek to enforce this Separation Agreement, (ii) any claims for indemnification or contribution with respect to any liability incurred by you as a director or officer of the Company, or (iii) any claims to vested benefits available to you under the express terms and conditions of any Company employee benefit plan in which you participated immediately prior to the Separation Date, in accordance with the applicable plan.

(c) For the purpose of implementing a full and complete release and discharge of the Releasees, you acknowledge that this Separation Agreement is intended to include in its effect, without limitation, all claims or other matters described in this Section 9 that neither party knows or suspects to exist in your favor at the time of execution hereof, and that this Separation Agreement contemplates the extinguishment of any and all such claims or other such matters. The Releasees who are not a party to this Separation Agreement are third-party beneficiaries of this Separation Agreement and are entitled to enforce its provisions.

(d) This release contained in this Section 9 specifically does not release (i) any right to indemnification you have or may have under the by-laws or certificate of incorporation of the Company or any of its subsidiaries or affiliates or as an insured under any director's and officer's liability insurance policy now or previously in force, or (ii) the rights set forth in Section 2(a) of this Separation Agreement. Nothing contained in this Release shall release you from your obligations, including any obligations to abide by restrictive covenants, under the Employment Agreement that continue or are to be performed following termination of employment.

(e) You acknowledge and agree that: (i) this Separation Agreement includes a release of claims under the Age Discrimination in Employment Act of 1967, as amended

(the "ADEA"); (ii) you have been advised in writing to consult with an attorney before executing this Separation Agreement; (iii) you have been given at least twenty-one (21) days to consider this Separation Agreement prior to executing it, although you may sign it earlier voluntarily; (iv) you have seven (7) days following your execution of this Separation Agreement to revoke your acceptance of it by delivering written notice of revocation to the Company; and (v) this Separation Agreement shall not become effective and enforceable until the expiration of such seven (7)-day revocation period without revocation by you.

10. Confidentiality.

(a) You agree that you will not make any statements to third parties about the circumstances of the termination of your employment, except as required by law or pursuant to the statement of departure agreed upon under Section 10(b).

(b) You and the Company will mutually agree in good faith on a statement of departure to be used in a press release regarding your separation from the Company. Further, during the Consulting Period, the Company shall provide you with an opportunity to review any official public-facing statement to be made about you during the Consulting Period; provided, that the Company shall retain sole discretion regarding the content of any such statement.

(c) In accordance with prevailing ethical and professional standards, prior to and following the Separation Date, you agree to refrain from taking actions or making statements, written or oral, which denigrate, disparage, or defame the goodwill or reputation of the Company and/or its past and present subsidiaries or affiliates, or its or their respective divisions, branches, predecessors, successors, assigns, trustees, security holders, partners, agents, or former or current officers, employees, or directors, or which are intended to, or may be reasonably expected to, adversely affect the business of the Company or any of its past and present subsidiaries and affiliates. You further agree not to make any negative statements to third parties relating to your employment with or any aspect of the business of the Company and/or its past or present subsidiaries or affiliates, except as may be required by a court or governmental body.

(d) The Company hereby informs you that, notwithstanding any provision of this Separation Agreement to the contrary, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. In addition, notwithstanding anything in this Separation Agreement to the contrary, nothing in this Separation Agreement shall impair your rights under the whistleblower provisions of any applicable federal law or regulation or, for the avoidance of doubt, limit your right to receive an award for information provided to any government authority under such law or regulation.

11. Affirmation. You affirm that you have been paid and received all wages and other compensation, as defined by either federal or state law, to which you have been entitled, including but not limited to any and all compensation, reimbursements, bonuses, deferred compensation, or any other form of remuneration to which you have been entitled as a result of your employment with the Company. Except as provided above, you have no claim to any compensation or benefits of any kind or any other benefit plan available to employees of the Company by virtue of their employment with the Company.

12. Cooperation. You covenant and agree to reasonably cooperate with the Company concerning any business or legal matter about which you had knowledge during your employment with the Company. The Company will reimburse you for all reasonable expenses associated with travel, meals, lodging, or other out-of-pocket expenses related to or associated with your cooperation with the Company concerning any business or legal matter about which you had knowledge during your employment with the Company.

13. Waiver. The parties desire to avoid the uncertainty of and the additional time and expense related to a jury trial of any disputes arising hereunder. The parties further hereby irrevocably waive the right to a trial by jury on any claim arising out of or in any way related to this Separation Agreement. You and the Company acknowledge and agree that this waiver of a jury trial is knowingly, freely, and voluntarily given, is desired by both of them, and is in the best interests of you and Company.

14. Certain Representations.

(a) During your employment, you understood that if you were aware of activity within the Company that would violate federal and/or state law, that was discriminatory, or may have violated any policy or procedures, you had a duty to report such issues. You represent that you have no knowledge of any existing violations or suspected violations of any state or federal law or any Company policy. In addition, you represent that you have notified an officer of the Company of any violation of Company policies and procedures in which you have any reason to suspect may lead to future violations of law. To the extent the Company requests further information after your last day of employment related to this paragraph, you agree to make yourself reasonably available with respect to any follow-up inquiries deemed necessary.

(b) You represent that either (x) you do not have in your possession or custody, and have not failed to return to the Company, all property belonging to the Company, including but not limited to laptop computer, cell phone, keys, access cards for buildings and office floors, and confidential business information and documents, or (y) you will promptly return such items following the date hereof, except, in each case, with respect to any property you and the Company agree will be necessary for the performance of the Consulting Services, which you will return to the Company on the last day of the Consulting Period.

15. Governing Law. This Separation Agreement and all matters or issues related hereto shall be governed by the laws of the State of New York applicable to contracts entered into and performed therein (without reference to its principles of conflicts of laws). The Company and you hereby submit to the jurisdiction of all state courts in the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York, for the purposes of the enforcement of this Separation Agreement. The parties acknowledge that such courts have jurisdiction to interpret and enforce the

provisions of this Separation Agreement, and the parties consent to, and waive any and all objections that they may have as to, personal jurisdiction and/or venue in such courts.

16. Miscellaneous.

(a) This Separation Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

(b) This Separation Agreement is not intended, and shall not be construed, as an admission that any of the Releasees has violated any federal, state, or local law (statutory or decisional), ordinance, or regulation, breached any contract, or committed any wrong whatsoever against you or anyone else.

(c) This Separation Agreement contains the entire understanding of the parties hereto relating to the subject matter of this Separation Agreement and supersedes any and all prior agreements or understandings between the parties hereto with respect thereto, and can be changed only by a writing signed by all parties hereto. No waiver shall be effective against any party unless in writing and signed by the party against whom such waiver shall be enforced.

(d) You expressly agree and acknowledge that this Separation Agreement is not intended to, nor shall it, supersede or terminate the obligations provided under the provisions of Section 2 of the Terms. You agree and acknowledge that those provisions restrict your post-employment activities following the Separation Date; the restrictions set forth in Section 2 of the Terms are necessary and reasonable to protect the Company's legitimate business interests under the circumstances; and that you understand and will abide by the restrictions therein.

(e) The intent of the parties is that to the maximum extent permitted, the payments and benefits under this Separation Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations thereunder (collectively, "Section 409A") and, accordingly, this Separation Agreement will be interpreted to be exempt from or in compliance with Section 409A. For purposes of Section 409A, your right to receive any installment payments pursuant to this Separation Agreement will be treated as a right to receive a series of separate and distinct payments. To the extent that any reimbursement or in-kind payment provided pursuant to this Separation Agreement is deemed "nonqualified deferred compensation" subject to Section 409A then (i) all such expenses or other reimbursements as provided herein will be payable in accordance with the Company's policies in effect from time to time, but in any event will be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by you, (ii) no such reimbursement or expenses eligible for reimbursement in any taxable year will in any way affect the expenses eligible for reimbursement in any other taxable year, and (iii) the right to such reimbursement or in-kind benefits will not be subject to liquidation or exchanged for another benefit.

17. Notices. All notices and other communications hereunder shall be deemed to be sufficient if in writing and delivered in person or by a nationally recognized courier service, addressed, if to you, to the most recent home address in the Company's personnel files; and if to the Company, to:

Angi Inc.
Attn: Chief Legal Officer
130 E. Washington Street
Indianapolis, IN 46204

or to such other address as you or the Company may have furnished to the other party in writing. Each notice delivered in person or by overnight courier shall be deemed given when delivered or when delivery is attempted and refused.

18. Reformation. In case any provision contained in this Separation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by any court or administrative body with competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect. Any provision so determined to be invalid, illegal, or unenforceable shall be reformed so that it is valid, legal, and enforceable to the fullest extent permitted by law; or, if such reformation is impossible, then this Separation Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; provided that, upon any finding by a court of competent jurisdiction that this Separation Agreement is illegal and/or unenforceable, you hereby agree to execute and deliver an agreement in substantially the same form as this Separation Agreement, modified to the extent necessary so as to constitute a legal and enforceable agreement. Additionally, you agree that any breach by you of Sections 8, 9, 13, 14 and/or 16(d) shall constitute a material breach of this Separation Agreement as to which the applicable Releasees may seek all relief available under the law.

19. Counterparts. This Separation Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

BY SIGNING THIS SEPARATION AGREEMENT, YOU STATE THAT:

(a) YOU HAVE READ THIS SEPARATION AGREEMENT AND HAVE HAD SUFFICIENT TIME TO CONSIDER ITS TERMS;

(b) YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS SEPARATION AGREEMENT AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS;

(c) YOU AGREE WITH EVERYTHING IN THIS SEPARATION AGREEMENT;

(d) YOU ARE AWARE OF YOUR RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS SEPARATION AGREEMENT, HAVE BEEN ADVISED OF SUCH RIGHT, AND HAD SUFFICIENT TIME TO CONSULT WITH AN ATTORNEY;

(e) YOU HAVE SIGNED THIS SEPARATION AGREEMENT KNOWINGLY AND VOLUNTARILY;

(f) THIS SEPARATION AGREEMENT INCLUDES A RELEASE BY YOU OF ALL KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN THIS SEPARATION AGREEMENT; AND

(g) YOU HAVE BEEN GIVEN AT LEAST TWENTY-ONE (21) DAYS TO CONSIDER THIS SEPARATION AGREEMENT AND UNDERSTAND THAT YOU HAVE SEVEN (7) DAYS FOLLOWING EXECUTION TO REVOKE IT.

[Signature Page Follows]

If the foregoing correctly sets forth our mutual understanding, please sign below and return it to the undersigned after the Separation Date, whereupon this letter shall constitute a binding agreement between us.

Sincerely,

ANGI INC.

By: /s/ Shannon Shaw
Name: Shannon Shaw
Title: Chief Legal Officer

ACCEPTED AND AGREED:

/s/ Jeffrey W. Kip
JEFFREY W. KIP

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date fully executed by and between Michael Steib ("Executive") and Angi Inc., a Delaware corporation (the "Company"), and is effective as of September 22, 2026 (the "Effective Date").

WHEREAS the Company desires to retain 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 Executive Officer of the Company and member of the Board of Directors of the Company (the "Board") with a principal work location at the Company's offices in New York, New York (or such other location as mutually agreed by the parties), subject to reasonable travel as may be required for the performance of Executive's duties. 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 any additional duties and responsibilities as mutually agreed by the Board and Executive, and shall render such services on the terms set forth herein. During Executive's employment with the Company, Executive shall report directly and exclusively to the Board and to the Chairman of the Board. Executive shall have such powers and duties with respect to the Company as may reasonably be assigned to Executive by the Board, to the extent consistent with Executive's position. Executive agrees to perform the duties of Executive's position in accordance with the Company's policies as in effect from time to time. Executive may participate in civic and charitable activities, and may serve as a member of the board of directors of such entities as may be approved from time to time in advance by the Board, 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 Board in good faith.

2A. TERM. The term of this Agreement shall commence on the Effective Date and shall terminate on the sixth 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 periods on each anniversary of the Effective Date (each a "Renewal Term", and collectively with the Initial Term, the "Term"), unless terminated by either party (subject to Section 1(h) of the Standard Terms and Conditions attached hereto (the "T&C")) 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 (including in connection with the Company's issuance of a Non-Renewal Notice) is governed by Section 1 of

the T&C. Upon the termination of Executive's employment due to circumstances other than those set forth in Section 1 of the T&C, the Company shall have no further obligation hereunder, except for the payment of Accrued Obligations (as defined in the T&C).

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 $1.00 (the "Base Salary"), payable 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 Compensation & Human Capital Committee of the Board (the "Compensation Committee"). For all purposes under this Agreement, the term "Base Salary" shall refer to the Base Salary as in effect from time to time.

(b) EQUITY AWARDS. As soon as practicable following the Effective Date, Executive shall be granted the following equity awards under the Company's Amended and Restated 2017 Stock and Annual Incentive Plan (the "Plan"), which awards shall each be subject to the terms of the Plan and to an award agreement on terms substantially consistent with those set forth herein. Notwithstanding the foregoing, to the extent there are insufficient shares available under the Plan to deliver shares of the Company's Class A Common Stock, par value $0.001 per share ("Common Stock"), in settlement of any such awards, the Company may grant such awards subject to shareholder approval of a new equity plan or settle such awards for cash of equivalent value to the number of shares of Common Stock underlying the award on the applicable settlement date (taking into account the number of awards that vest and are earned in accordance with this Section 3A(b)) ("Cash Settlement"); provided, that if the Company's shareholders fail to approve such new equity plan and the Company is otherwise unable to deliver shares of Common Stock in settlement of such awards, the Company shall be required to provide for the Cash Settlement.

(i) a restricted stock unit award with respect to 1,000,000 shares of Common Stock ("RSUs"), which shall vest in equal annual installments over four years following the Effective Date, subject to Executive's continued employment with the Company through the applicable vesting date; provided, that upon the consummation of a Change in Control (as defined in the Plan), all outstanding and unvested RSUs shall immediately become fully vested; and

(ii) a performance-based restricted stock unit award with respect to 1,000,000 shares of Common Stock ("PSUs"), which shall be earned and vest as follows, subject to Executive's continued employment with the Company through the applicable vesting date; provided, that any PSUs that remain outstanding and unvested on the sixth anniversary of the Effective Date will be forfeited and canceled in their entirety:

(a) 300,000 PSUs shall vest upon the later of (I) the first anniversary of the Effective Date and (II) the date on or after such date on which the volume-weighted average closing price of Common Stock equals or exceeds $10.00 for a period of thirty (30) consecutive trading days;

(b) 300,000 PSUs shall vest upon the later of (I) the second anniversary of the Effective Date and (II) the date on or after such date on which the volume-weighted average closing price of Common Stock equals or exceeds $12.00 for a period of thirty (30) consecutive trading days;

(c) 300,000 PSUs shall vest upon the later of (I) the third anniversary of the Effective Date and (II) the date on or after such date on which the volume-weighted average closing price of Common Stock equals or exceeds $14.00 for a period of thirty (30) consecutive trading days; and

(d) 100,000 PSUs shall vest upon the later of (I) the fourth anniversary of the Effective Date and (II) the date on or after such date on which the volume-weighted average closing price of Common Stock equals or exceeds $20.00 for a period of thirty (30) consecutive trading days.

Notwithstanding the foregoing, upon the consummation of a Change in Control, all outstanding and unvested PSUs shall be immediately earned and vested based on achievement of the foregoing stock price hurdles as measured against the consideration paid per share of Common Stock to shareholders in such Change in Control (or the value attributable to each share of Common Stock, in the case of a Change in Control that is not a stock sale or similar transaction in which consideration is paid to the holders of Common Stock), and shall not, for the avoidance of doubt, be measured based on a volume-weighted average closing price. Unless otherwise determined by the Compensation Committee at the time of such Change in Control, all unvested PSUs which do not vest in accordance with this Section 3A(b) upon such Change in Control shall be canceled and forfeited upon such Change in Control.

(c) BENEFITS. During the Term, Executive shall be entitled to participate in any welfare, health and life insurance and pension benefit programs and perquisites as may be adopted from time to time by the Company on substantially the same terms as those provided to other executive officers 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 Term, 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 subject to, and in accordance with, the Company's policies as in effect from time to time; and

(ii) Vacation. During the Term, 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.

(d) PRIOR ARRANGEMENTS. For the avoidance of doubt, effective as of the Effective Date, Executive shall no longer be eligible to participate in the Company's compensation arrangements provided or otherwise made available to non-employee members of the Board; provided, that any equity awards previously granted to Executive in respect of his service as a non-employee member of the Board prior to the Effective Date shall remain outstanding and continue to vest in accordance with their existing terms.

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 New York 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 New York in New York County, or, if not maintainable therein, then in an appropriate New York state court located in New York 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. The Company shall pay all legal fees, court costs, fees of experts and other costs and expenses when incurred by Executive in connection with any actual, threatened or contemplated litigation or legal, administrative or other proceedings involving the provisions of this Agreement, whether or not initiated by Executive. The Company agrees to pay such amounts within ten (10) days following the Company's receipt of an invoice from Executive, provided that Executive shall have submitted an invoice for such amounts at least thirty (30) days before the end of the calendar year next following the calendar year in which such fees and disbursements were incurred; provided, further, that to the extent any fees, costs and expenses are attributable to any claim or cause of action that is determined by a court in a final, non-appealable order to have been frivolous or brought in bad faith, Executive shall be required to reimburse the Company for such fees, costs or expenses.

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 T&C 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 T&C, 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/ Shannon Shaw
By: Shannon Shaw
Title: Chief Legal Officer

/s/ Michael Steib
Michael Steib

(Signature Page to Employment Agreement)

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 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; and (ii) any other Accrued Obligations.

(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 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 or otherwise applicable to Executive; (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, copies of which have been provided to Executive prior to the Effective Date, pertaining to ethics, wrongdoing or conflicts of interest that results in a material harm to the Company; 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. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board (after reasonable notice to Executive and an opportunity for Executive, together with Executive's counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, Executive was guilty of conduct set forth above in this Section 2(c) and specifying the particulars thereof in detail. Any determination by the Board related to the termination shall be subject to *de novo* review by the courts of the relevant jurisdiction.

(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) any RSUs granted pursuant to Section 3A(b) that are outstanding and unvested at the time of such termination that would have vested by their terms during the twenty-four (24) months following termination of employment shall immediately vest in full;

(ii) any PSUs granted pursuant to Section 3A(b) that are outstanding and unvested at the time of such termination shall remain eligible to vest to the extent the applicable stock price hurdles are achieved as of the earlier of (A) the sixth anniversary of the Effective Date, and (B) six (6) months following the date of termination; and

(iii) 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.

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 provided by the Company, 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 ongoing compliance with the restrictive covenants set forth in Section 2 hereof. 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) a material diminution in Executive's then-current duties, title, or level of responsibilities or the Company's material breach of this Agreement, excluding for this purpose any such diminution or breach 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, but including, for the avoidance of doubt, Executive ceasing to (1) hold the position of Chief Executive Officer or (2) have public company officer duties, whether or not occurring solely as a result of the Company becoming a subsidiary/division of a larger entity or ceasing to be publicly traded or (B) appointment of any individual other than Joseph Levin or Executive as Chairman of the Board (it being understood that Executive shall not have "Good Reason" under this prong (B) if prior to such appointment, the Chairman of the Board position is offered to, but not accepted by, Executive); 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.

(e) SECTION 280G; PARACHUTE PAYMENTS.

(i) If any payment or benefit Executive will or may receive from the Company or otherwise (a "280G Payment") would (A) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and (B) 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").

(ii) Notwithstanding any provision of subsection (i) 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: (A) 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; (B) 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 (C) 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.

(iii) 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. 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 fifteen (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.

(f) NO OFFSET. Executive shall have no duty or obligation to seek, obtain, or accept other employment or engagement following a termination of employment, and no severance payments, benefits, or other amounts payable under this Agreement shall be subject to reduction, offset, recoupment, mitigation or other adjustment by reason of any compensation, earnings, fees, or benefits received by Executive from any subsequent employment, self-employment, consulting arrangement or other source following such termination.

(g) 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(c)(i) of the Agreement.

(h) NOTICE OF NON-RENEWAL. If the Board delivers a Non-Renewal Notice to Executive then, 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, subject to Executive providing reasonable transition assistance to the Company in respect of the transition of Executive's role and duties until no later than the end of the Term. For the avoidance of doubt, issuance of a Non-Renewal Notice shall be approved by the Board.

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. The Executive understands that nothing contained in this Agreement limits Executive's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"). The Executive further understands that this Agreement does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit Executive's ability under applicable U.S. Federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

"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 obtained 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), in each case, containing Confidential Information, 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 twenty-four (24) 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 with a sole focus on Company 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 Company Products; (ii) "Company Products" shall be limited to consumer-facing digital platforms and lead generation and advertising services that are primarily intended to facilitate the matching of homeowners and similar consumers with home service professionals for home repair, maintenance, improvement, renovation and related residential services, but shall not include products or services merely under consideration, research or development and not commercially offered as of the date of Executive's termination; 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.

(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 twenty-four (24) months thereafter, Executive will not, directly or indirectly, solicit or induce 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. Notwithstanding the foregoing, nothing in this Section 2(c) shall prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at the Company's or its subsidiaries' and/or affiliates' employees or other service providers.

(d) NON-SOLICITATION OF BUSINESS PARTNERS. During Executive's employment hereunder, and for a period of twenty-four (24) 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 use reasonable efforts to promptly and fully report all such Employee Developments that are material to the Company. 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 use reasonable efforts to take such actions that are reasonably requested by the Company during or after the Term without the need for separate or additional compensation, but at the Company's sole cost (it being understood that the Company shall reimburse Executive for any costs reasonably expected by Executive in furtherance thereof). "Employee Developments" means any intellectual property rights in or with respect to 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 the period of employment, that (i) concerns or relates, at the time of conception, 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 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 the Company's equipment, supplies, facilities or trade secrets; provided, however, that Employee Developments shall not include any ideas, concepts, insights, know-how, methodologies, frameworks, principles or philosophies or other intellectual property of a general nature, including any high-level business, operational, management, investment, growth, organizational, industry, market or strategic concepts relating to the overall strategy, direction or business activities (other than involving Company Products). 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 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 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 and at the Company's sole cost and expense, promptly execute, acknowledge, and deliver to the Company all such assignments, confirmations of assignment, certificates, and instruments, and shall use reasonable efforts to promptly perform such other acts, as the Company reasonably requests, to evidence, establish, maintain, or perfect the Company's rights in 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 and be promptly provided to Executive.

(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.

(h) TERMINATION OF PRIOR AGREEMENTS. This Agreement constitutes the entire agreement between the parties and, as of the Effective Date, terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the Company and Executive and any of the Company's affiliates and Executive with respect to the subject matter of this Agreement, including any term sheet relating hereto. Executive acknowledges and agrees that neither the Company nor

any of its affiliates nor anyone else acting on their behalf has/have made, and is/are not making, and in executing this Agreement, Executive has not relied upon, any representations, promises or inducements except to the extent the same is expressly set forth in this Agreement.

(i) 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.

(j) 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.

(k) 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.

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 his 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 2(k) 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 or otherwise 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. 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.

g. To the extent any payment or benefit pursuant to Section 1(d) constitutes nonqualified deferred compensation under Section 409A and such payment is contingent on the execution and non-revocation of a release of claims and the period to consider and not revoke such release spans two tax years, then such payments shall be delayed until the later of the two tax years to the extent required to comply with Section 409A.

(l) 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.

(m) 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 T&C.

Executive expressly agrees and understands that the remedy at law for any breach by Executive of Section 2 of the T&C 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.

(n) 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.

(o) 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.

(p) INDEMNIFICATION. During the Term and for a period of six (6) years thereafter, the Company shall maintain directors' and officers' liability insurance covering Executive for acts and omissions occurring during Executive's employment or service with the Company and its subsidiaries and/or affiliates and 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 and the Company's certificate of incorporation and bylaws (or comparable organizational documents) as in effect on the Effective Date or as thereafter; 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.

(q) NO CONFLICT. Executive represents and warrants that Executive is not bound by any employment contract, restrictive covenant, or other restriction preventing Executive from carrying out Executive's responsibilities for the Company, or which is in any way inconsistent with the terms of this Agreement. Executive further represents and warrants that Executive shall not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

(r) CLAWBACKS. The payments to Executive pursuant to this Agreement are subject to forfeiture or recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy or provision that the Company has included in any of its existing compensation programs or plans or that it may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

(s) COMPANY POLICIES. Executive shall be subject to additional Company policies as they may exist from time-to-time, including policies with regard to stock ownership by senior executives and policies regarding trading of securities.

[The Signature Page Follows]

ACKNOWLEDGED AND AGREED:

Date: 9/22/2026

Angi Inc.

/s/ Shannon Shaw
By: Shannon Shaw
Title: Chief Legal Officer

/s/ Michael Steib
Michael Steib

(Signature Page to Steib Employment Agreement)

PERFORMANCE STOCK UNIT AGREEMENT

This PERFORMANCE STOCK UNIT AGREEMENT (this "Agreement"), dated as of September 22, 2026 (the "Effective Date"), is entered into by and between Angi Inc. ("ANGI") and Michael Steib (the "Executive").

Reference is made to the Employment Agreement (the "Employment Agreement"), by and between Executive and ANGI, dated as of the Effective Date. Capitalized terms used in this Agreement, to the extent not defined, shall have the meanings set forth in the Amended and Restated ANGI 2017 Stock and Annual Incentive Plan (as amended from time to time, the "Plan").

1. **Definitions**

(a) "Cause" shall have the meaning ascribed to such term in the Employment Agreement.

(b) "FMV" means the volume-weighted average closing price of a Share on the NASDAQ Stock Market over thirty consecutive trading days, as reported by Bloomberg.

(c) "Good Reason" shall have the meaning ascribed to such term in the Employment Agreement.

(d) "Notice of Non-Renewal" shall have the meaning ascribed to such term in the Employment Agreement.

(e) "Qualifying Termination" means a termination of Executive's employment with ANGI by ANGI other than for death, Disability or Cause, upon Executive's resignation for Good Reason, or Executive's "separation from service" (as defined in Section 409A) from ANGI following delivery to Executive of a Notice of Non-Renewal.

(f) "Service Conditions" means the T-1 SC, the T-2 SC, the T-3 SC and the T-4 SC, taken together, and "Service Condition" means any of the foregoing individually.

(g) "Stock Price Goals" means the T-1 SPG, the T-2 SPG, the T-3 SPG and the T-4 SPG, taken together, and "Stock Price Goal" means any of the foregoing individually.

(h) "Vesting Event" means "Vesting Event" as set forth in the "Regular Vesting Matrix" in Section 3(a) of this Agreement.

2. **Performance Stock Unit Award**

(a) *PSU Award Grant.* ANGI hereby grants to Executive on the Effective Date a performance-based restricted stock unit award covering 1,000,000 Shares (the "PSU Award") under the Plan.

3. **Vesting of PSU Award**

(a) *Regular Vesting.* Subject to the terms and conditions of this Agreement, the provisions of the Plan and Executive's continuous employment through the date of the applicable Vesting Event, the PSU Award will vest in accordance with the "Regular Vesting Matrix" below and Executive shall forfeit any portion of the PSU Award that does not so vest.

For the avoidance of doubt, Executive will forfeit any unvested portion of the PSU Award on the sixth anniversary of the Effective Date.

Regular Vesting Matrix		
Tranche	*Vesting Event*	*Number of Shares*
Tranche 1	The later to occur of (i) the first anniversary of the Effective Date ("T-1 SC"), and (ii) the date on or after the T-1 SC that the FMV equals or exceeds $10.00 ("T-1 SPG").	300,000
Tranche 2	The later to occur of (i) the second anniversary of the Effective Date ("T-2 SC"), and (ii) the date on or after the T-2 SC that the FMV equals or exceeds $12.00 ("T-2 SPG")	300,000
Tranche 3	The later to occur of (i) the third anniversary of the Effective Date ("T-3 SC"), and (ii) the date on or after the T-3 SC that the FMV equals or exceeds $14.00 ("T-3 SPG").	300,000
Tranche 4	The later to occur of (i) the fourth anniversary of the Effective Date ("T-4 SC"), and (ii) the date on or after the T-4 SC that the FMV equals or exceeds $20.00 ("T-4 SPG").	100,000

(b) *Qualifying Termination.* Pursuant to Section 1(d)(ii) of the Standard Terms and Conditions of the Employment Agreement, upon a Qualifying Termination, any then unvested tranche of the PSU Award will remain outstanding and eligible to vest based upon satisfaction of the applicable Stock Price Goal through the earlier of (x) the sixth anniversary of the Effective Date and (y) six months following the date of such Qualifying Termination, without regard to the satisfaction of the applicable Service Condition. Any portion of the PSU Award that remains unvested on the six-month anniversary of the date of such Qualifying Termination (or, if earlier, the sixth anniversary of the Effective Date) shall be forfeited on such date.

(c) *Termination for Cause.* If Executive's employment is terminated for Cause or if Executive resigns in anticipation of being terminated for Cause, then the PSU Award shall be forfeited and canceled in its entirety. In addition, if following any termination of Executive's employment for any reason, ANGI becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that: (i) constituted fraud (financial or otherwise) or (ii) would have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage (economic, reputational or otherwise) to ANGI and/or any of its Affiliates (the "Underlying Event"), then: (x) the PSU Award shall be forfeited and canceled in its entirety and (y) if any portion of the PSU Award vested after the Underlying Event, then ANGI shall be entitled to recover from Executive at any time within two (2) years after such vesting, and Executive shall pay over to ANGI, any and all value upon such vesting(s). This remedy shall be without prejudice to, or waiver of, any other remedies ANGI and/or its Subsidiaries and/or its Affiliates may have in such event.

(d) *Other Terminations of Employment.* Upon any termination of Executive's employment with ANGI for any reason, prior to the vesting of the PSU Award, other than a termination of Executive's employment covered by Section 3(b), any unvested portion of the PSU Award shall be forfeited and canceled in its entirety effective immediately upon such event.

(e) *Additional Vesting Conditions.* The vesting and settlement of the PSU Award pursuant to Section 3(b) shall be subject to Executive's execution and non-revocation of a general release of claims in favor of ANGI and its Affiliates on terms set forth in the Employment Agreement and to Executive's ongoing compliance with the restrictive covenants set forth in Section 2 of the Standard Terms and Conditions of the Employment Agreement.

4. **Adjustments**

The PSU Award, including the applicable performance goals, shall be subject to adjustment pursuant to Section 3(d) of the Plan, as determined by the Committee or the Board.

5. **Change in Control**

Upon a Change in Control, subject to Executive's continuous employment with ANGI through the date of such Change in Control, any then unvested portion of the PSU Award that would have vested based on the satisfaction of the applicable Stock Price Goal as measured against the consideration paid per Share to shareholders in such Change in Control (or the value attributable to each Share, in the case of a Change in Control that is not a stock sale or similar transaction in which consideration is paid to holders of Shares) and not, for the avoidance of doubt, measured based on FMV, will be immediately earned and vested without regard to the satisfaction of the applicable Service Condition. Unless otherwise determined by the Committee, upon such Change in Control, Executive will forfeit any portion of the PSU Award that does not vest pursuant to the immediately preceding sentence. This Section 5 shall exclusively govern the treatment of the PSU Award upon a Change in Control and shall supersede Section 10(b) of the Plan.

6. **Settlement**

Subject to Executive's satisfaction of the tax obligations described immediately below under "Taxes and Withholding," as soon as practicable after the PSU Award has vested (but in any event no later than the March 15 following the calendar year in which the vesting date

occurs), the vested portion of the PSU Award shall be settled with respect to the number of Shares covered by the vested portion of the PSU Award; provided, that to the extent there are insufficient shares of Common Stock available under the Plan or otherwise to deliver shares of Common Stock in settlement of any PSU Awards that have vested in accordance with this Agreement, ANGI shall pay (or cause to be paid) to Executive a cash amount equal to the Fair Market Value of one share of Common Stock for each PSU Award that has vested in accordance with this Agreement. Notwithstanding the foregoing, ANGI shall be entitled to hold the Shares issuable to Executive upon settlement of the PSU Award until ANGI (or the agent selected by ANGI to administer the Plan (the "Agent")) has received from Executive: (x) a duly executed Form W-9 or W-8, as applicable or (y) payment for any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to the PSU Award.

7. **Taxes and Withholding**

No later than the date as of which an amount in respect of the PSU Award first becomes includible in Executive's gross income for federal, state, local or foreign income or employment or other tax purposes, ANGI or its Subsidiaries and/or Affiliates shall, unless prohibited by law, have the right to deduct any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount due to Executive, including deducting such amount from the delivery of Shares issued (or, as applicable, cash paid) upon settlement of the PSU Award that gives rise to the withholding requirement. In the event Shares are deducted to cover tax withholdings, the number of Shares withheld shall generally have a Fair Market Value equal to the aggregate amount of ANGI's withholding obligation. In the event that any such deduction and/or withholding is prohibited by law, Executive shall, prior to or contemporaneously with the vesting of the PSU Award, pay to ANGI, or make arrangements satisfactory to ANGI regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount.

8. **Non-Transferability of the PSU Award**

Until such time as the PSU Award vests and is settled, no portion of the PSU Award shall be transferable by Executive by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

9. **No Rights as a Stockholder**

Except as otherwise specifically provided in the Plan, unless and until the PSU Award vests and Executive receives Shares in settlement of the award, Executive shall not be entitled to any rights of a stockholder with respect to the PSU Award (including the right to vote the Shares underlying the PSU Award and the right to receive ordinary course cash dividends). However, stock dividends, distributions and extraordinary, significant non-recurring cash dividends may result in an adjustment to the number and kind of shares underlying the PSU Award, as may be determined by the Committee or the Board, in its sole discretion, and otherwise in accordance with the Plan.

10. **Conflicts and Interpretation**

In the event of any conflict between this Agreement and the Plan, the Plan shall control; provided, that an action or provision that is permissive under the terms of the Plan, and required under this Agreement, shall not be deemed a conflict and this Agreement shall control. In the event of any conflict between the vesting and settlement provisions of this Agreement and the Employment Agreement, the Employment Agreement shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. In the event of (i) any conflict between any other information given to Executive directly or indirectly through the Agent (including information posted on the stock plan administration database maintained by the Agent) and ANGI's books and records, or (ii) ambiguity in any other information given to Executive directly or indirectly through the Agent (including information posted on the stock plan administration database maintained by the Agent), ANGI's books and records shall control.

11. **Amendment**

ANGI may modify, amend or waive the terms of the PSU Award, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair Executive's rights without Executive's consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules.

12. **Data Protection**

The acceptance of this PSU Award constitutes Executive's authorization of the release from time to time to ANGI or any of its Subsidiaries or Affiliates and to the Agent (together, the "Relevant Companies") of any and all personal or professional data that is necessary or desirable for the administration of the PSU Award and/or the Plan (the "Relevant Information"). Without limiting the above, this authorization permits Executive's employing company to collect, process, register and transfer to the Relevant Companies all Relevant Information (including any professional and personal data that may be useful or necessary for the purposes of the administration of the PSU Award and/or the Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of the PSU Award also constitutes Executive's authorization of the transfer of the Relevant Information to any jurisdiction in which ANGI, Executive's employing company or the Agent considers appropriate. Executive shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

13. **Section 409A of the Code**

The PSU Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder ("Section 409A"), and for purposes of Section 409A, each payment provided hereunder is considered a separate payment. Notwithstanding the

foregoing, to the extent the PSU Award is subject to Section 409A, to the maximum extent permitted, the PSU Award shall be interpreted and administered to be in compliance therewith. Accordingly, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, if (a) any amounts or benefits payable in respect of the PSU Award are payable upon a termination of employment and (b) Executive is a "Specified Employee" (as defined under Section 409A) as of the date of Executive's termination of employment, then such amounts or benefits (if any) shall be paid or provided to Executive in a single lump sum on the earlier of: (x) the first day of the seventh month following Executive's termination of employment or (y) Executive's death. In no event shall ANGI 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 amounts or benefits paid to Executive in respect of the PSU Award.

14. **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 Delaware without reference to its principles of conflicts of laws. Any dispute under this Agreement will be heard and determined before the Delaware Chancery Court located in Wilmington, Delaware, or, if not maintainable therein, then in an appropriate federal court located in Wilmington, Delaware, 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 (a) agrees that service of process may be made by mailing a copy of any relevant document to the address of the party set forth in the Employment Agreement, (b) 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, (c) 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 (d) 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, ANGI has caused this Agreement to be executed and delivered by its duly authorized officer and Executive has executed and delivered this Agreement on September 22, 2026.

ANGI INC.

/s/ Shannon Shaw
By: Shannon Shaw
Title: Chief Legal Officer

/s/ Michael Steib
Michael Steib

Exhibit 31.1

Certification

I, Michael Steib, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 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: November 3, 2026

/s/ MICHAEL STEIB

Michael Steib

Chief Executive Officer

Exhibit 31.2

Certification

I, Julie Hoarau, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 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: November 3, 2026

/s/ JULIE HOARAU

Julie Hoarau

Chief Financial Officer

Exhibit 32.1

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

I, Michael Steib, 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 September 30, 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: November 3, 2026

/s/ MICHAEL STEIB
Michael Steib
Chief Executive Officer

Exhibit 32.2

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 September 30, 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: November 3, 2026

/s/ JULIE HOARAU
Julie Hoarau
Chief Financial Officer